
Thomas Stephens,
v.
Pennsylvania Electric
Company

Docket No.:
C-2023-3041880

Initial Call-In
Telephonic

Pages 1 - 98

Judge's Chambers
Piatt Place
301 5th Avenue
Suite 220
Pittsburgh, PA

Wednesday, February 14, 2024
Commencing at 1:30 p.m.

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Docket No. C-2023-3041880

Hearing Date: February 14, 2024

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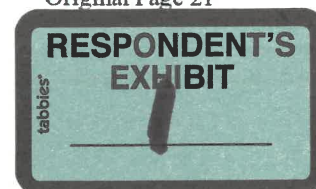
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 New Service Proposed Route Aerial Views

GENERAL RULES AND REGULATIONS

GENERAL APPLICATION



A copy of this Tariff has been filed with the Pennsylvania Public Utility Commission and is posted and available for inspection at the Company's offices that are open to the public. A copy of this Tariff and all documents referenced in this Tariff are available on the Company's Internet Web Page at www.firstenergycorp.com. This Tariff may be revised, amended, supplemented or otherwise changed from time to time by the Company in accordance with prevailing Commission regulations.

This Tariff sets forth the conditions under which various retail services shall be supplied by the Company. Unless stated specifically otherwise, this Tariff shall apply throughout the Company's entire service area.

This Tariff applies to the Company's provision of Delivery Service and various retail services that may be provided by the Company. Regardless of the type of service provided to Customers, all electric energy shall be alternating current, sixty (60) hertz frequency, at such standard nominal voltages and phases as may be available or specified by the Company from time to time. Electric service shall be delivered by the Company from overhead supply lines, except (i) in certain restricted areas where the Company elects to provide an underground network system of distribution and/or (ii) where other underground facilities are installed pursuant to specific provisions of this Tariff.

The rate schedules, rules and regulations governing electric service as herein contained, are subject to termination, change or modification by posting, filing, and publishing any subsequent rate schedule or supplement in accordance with the Public Utility Law or under order or by permission of the Pennsylvania Public Utility Commission. No agent, representative or employee of the Company has any right to modify or alter any provision of the Company's schedule of rates, rules and regulations.

DEFINITIONS

The following is a list of some of the most commonly used terms in this Tariff. All capitalized terms referenced in this Tariff shall be defined as set forth below or as otherwise defined in any particular Rule, Rate Schedule or other Provision hereof. In the event of a conflict between any of the definitions set forth below or those contained in a more specific provision of this Tariff, the definition contained in the more specific provision shall prevail.

Act 129 - Act 129 of 2008, amending Title 66 of the Pennsylvania Consolidated Statutes.

Advanced Metering - A Customer's billing meter as defined in 52 Pa. Code Chapter 57, Subchapter O. Advanced Meter Deployment.

Alternative Energy Portfolio Standards ("AEPS") - Standards requiring that a certain amount of electric energy sold from alternative energy sources be included as part of the sources of electric utilities within the Commonwealth of Pennsylvania in accordance with the Alternative Energy Portfolio Standards Act, 73 P.S. §1648.1 – 1648.8 ("AEPS Act") as may be amended from time to time.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Applicant - Any person, corporation or other entity that (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff. For Residential Service, an Applicant is a natural person at least 18 years of age not currently receiving service who applies for Residential Service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested. The term does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location in the Company's service territory.

Basic Electric Supply - For purposes of the Company's Purchase of EGS Receivables Program, energy (including renewable energy) and renewable energy or alternative energy credits (RECs/AECs) procured by an EGS, provided that the RECs/AECs are bundled with the associated delivered energy. For residential Customers, Basic Electric Supply does not include early contract cancellation fees, late fees, or security deposits imposed by an EGS.

Black Start Service - The ability of a Generating Facility to go from a shutdown condition to an operating condition and start delivering power without assistance from the power system (i.e., the Company's electrical system).

Cash Advance - A refundable contribution in cash from an Applicant for those costs associated with a Line Extension, increased for applicable taxes, which is held by the Company in a non-interest-bearing account.

Combined Billing - The aggregation of the billing determinants of two or more meters of the same Customer at the same location for billing purposes.

Commercial Customer Class - Rate Schedules GS-Small (excluding Special Rule GSDS), GS-Medium, H, MS, PNP, Borderline Service, and all Lighting Services.

Commission - The Pennsylvania Public Utility Commission or any lawful successor thereto.

Community Association - A formal organization (including unit owners' associations) of persons, whether incorporated or unincorporated, having rights in a residential development; such organizations having been formed to provide services (including, but not limited to, street lighting services) to the residential development where such services are not provided by a municipality.

Company - FirstEnergy Pennsylvania Electric Company.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Competitive Energy Supply - The unbundled energy, capacity, market-based transmission and ancillary services provided by an Electric Generation Supplier pursuant to the Customer Choice and Competition Act.

Connected Load - The sum of the horsepower, kilowatts or kilovolt ampere ratings of all the devices located on a Customer's premises that are connected to the Company's electric system, or which can be connected simultaneously by the insertion of fuses or by the closing of a switch. The manufacturer's nameplate rating may be used to determine the input rating of a particular device. In the absence of such manufacturer's rating, or whenever a Company test indicates improper rating of a device, the rating shall be determined on the basis of the kilovolt-amperes required for its operation.

Consolidated Billing - The issuance of a bill to the Customer by the Company that includes Delivery Service Charges and the charges imposed upon the Customer by an Electric Generation Supplier with whom the Customer has contracted for Competitive Energy Supply.

Contract Demand - The capacity required for operation of an Applicant's/Customer's equipment, as stated in any application or contract for service.

Contractor Costs - The amounts paid by the Company for work performed by a contractor retained by the Company.

Contributions in Aid of Construction ("CIAC") - A non-refundable contribution in cash from an Applicant for those costs associated with a Line Extension and/or tree trimming, brush clearance and related activities or those costs associated with Temporary Service or the relocation of Company facilities, increased for applicable taxes.

Customer(s) - Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for any premises, building, structure, etc. or (iii) is primarily responsible for payment of bills. For Residential Service, a Customer is a natural person at least 18 years of age in whose name a Residential Service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location in the Company's service territory.

Customer Choice and Competition Act - The Pennsylvania legislation known as the "Electricity Generation Customer Choice and Competition Act," 66 Pa. C. S. §§ 2801-2813 as implemented by the Default Service Regulations 52 Pa. C. S. §§52.181-52.189, and by Act 129 and as may be amended from time to time.

Default Service - Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer - A Delivery Service Customer not receiving service from an EGS.

Delivery Service - Provision of distribution of electric energy and other services provided by the Company.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Delivery Service Charge - A charge that includes the Monthly Minimum Charge, Distribution Charge, and all charges and surcharges imposed under other applicable tariff provisions.

Delivery Service Customer - A Customer who takes Delivery Service.

Demand - The rate of use of electric energy during a specified time interval, expressed in kilowatts and reactive kilovolt-amperes.

Developer - The person or entity responsible for constructing and providing improvements in a Development, including, but not limited to, streets, sidewalks and utility-ready lots.

Development - A planned project which is developed by a Developer for electric service set out in a recorded plot plan of five (5) or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or one (1) or more five-unit apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines.

Direct Labor Costs - The pay and expenses of Company employees directly attributable to work performed, excluding construction overheads or payroll taxes, workers' compensation expenses or similar expenses.

Direct Material Costs - The purchase price of materials used, excluding related stores (i.e., warehousing) expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Discontinuance of Service - The removal of a customer's meter and/or service wires or the de-energizing of a meter.

Distribution Charge - A charge designed to recover the costs the Company incurs in using its distribution system or local wires to deliver electricity to a Customer.

Distribution Line - For Met-Ed and Penelec Rate Districts, an electric supply line and related equipment of 34,500 volt wye configured or lower voltage, for Penn Power Rate District, an electric supply line and related equipment of 34,500 volt delta configured or lower voltage and for West Penn Rate District, an electric supply line and related equipment of up to 100,000 voltage from which energy is delivered to one (1) or more Service Lines.

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

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

Energy Efficiency and Conservation Charge - A reconcilable, non-by-passable charge applied to each billing unit during a billing month to Delivery Service Customers, with the exception of those served under Borderline Service, pursuant to the terms of the Energy Efficiency and Conservation Rider.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

FERC - The Federal Energy Regulatory Commission.

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

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

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

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

Individualized Contract - Shall have the meaning ascribed to it in Rule 14.

Industrial Customer Class - Rate Schedules GS-Large, GP, TP, GS-Small (Special Rule GSDS), and Schedules 44 and 46.

Kilovar (KVAR or kVAr) - 1,000 volt-amperes reactive.

Kilovolt-ampere (KVA or kVA) - 1,000 volt-amperes.

Kilowatt (KW or kW) - 1,000 watts.

Kilowatt-hour (KWH or kWh) - 1,000 watts for one (1) hour.

Line Extension - The extension of the Company's distribution system from the nearest suitable and available Distribution Line to the Service Line which will provide service to the Customer.

Monthly Minimum Charge - A charge designed to recover the costs incurred in billing a Customer's account and providing other services.

Net Station Power - The quantity of electrical energy and/or capacity actually provided by the Company to the Generating Facility for Station Power during an applicable period after crediting the amount, if any, of electric energy during the applicable period (i) produced by the Generating Facility and delivered into the PJM control area or (ii) as permitted under "Station Power Energy Netting" as described in the applicable Rate Schedule.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Network Integration Transmission Service - Network Integration Transmission Service as set forth in the PJM Open Access Transmission Tariff and any direct Transmission Owner charged expense.

Network Service Peak Load (kW NSPL) - A Customer's one (1) coincident peak kW Network Service Peak Load in effect from time to time, as calculated by the Company in accordance with PJM rules and requirements.

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 for electric delivery purposes. The electric service used by the Non-Profit Ambulance Service shall be primarily to support its service. The Customer/Applicant shall provide all documentary and other evidence of its compliance with this provision if requested by the Company.

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 for electric delivery purposes. The electric service used by the Non-Profit Rescue Squad shall be primarily to support its service. The Customer/Applicant shall provide all documentary and other evidence of its compliance with this provision if requested by the Company.

Non-Profit Senior Citizen Center - A separately metered service location comprised of a building or other structure used by senior citizens as a meeting or gathering facility for individuals or groups, and where services to senior citizens are provided. The Customer of record at this service location shall be an organization recognized by the Internal Revenue Service as non-profit and by the Department of Aging as an operator of a senior citizen center.

Non-Speculative Line Extension - A Line Extension for a Permanent Residential Customer under which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of use by future Customers, and has deemed the cost for the Line Extension to be reasonable for the Company to incur.

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

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

On-Peak Hours - For the Met-Ed Rate District, the On-peak hours shall be from 6 a.m. to 6 p.m., 7 a.m. to 7 p.m., 8 a.m. to 8 p.m., 9 a.m. to 9 p.m., or 10 a.m. to 10 p.m. prevailing time, at the option of the Customer, Mondays to Fridays excluding holidays. If the Customer does not select the On-Peak hours within 30 days of the receipt of notice to do so, the On-Peak hours will default to 8a.m. to 8 p.m.

For Penelec Rate District, the On-Peak Hours shall be from 8:00 a.m. to 8:00 p.m., prevailing times, Monday through Friday excluding holidays.

For the Penn Power Rate District, the On-Peak hours shall be from 8:00 a.m. to 9:00 p.m., prevailing times, Monday through Friday, excluding holidays.

For the West Penn Rate District, the On-peak hours shall be from 7:00 a.m. to 10:00 p.m., prevailing times, Monday through Saturday.

All other hours shall be Off-peak. The Off-Peak holidays for the Met-Ed Rate District are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Off-Peak holidays for the Penelec Rate District are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

The Off-Peak holidays for the Penn Power Rate District are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

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

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

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

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

Primary Voltage - Voltage greater than 600 volts.

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

Public Right-of-Way - The right-of-way or easement for electric facilities, subject to reasonable permitting, on, over, under, across along and/or through real or other property owned by a governmental, municipal or other public body to provide service.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Purchase of EGS Receivables (“POR”) Program - The Company will purchase the account receivables associated with EGS sales of Competitive Energy Supply. The Company will purchase only those receivables that are associated with Basic Electric Supply services and not receivables associated with charges for other products or services.

Rate District – Met-Ed (“ME”), Penelec (“PN”), Penn Power (“PP”), West Penn (“WP”) and The Pennsylvania State University (“PSU”) which is part of the WP Rate District.

Rate Schedule - The specific set of terms and conditions (including prices) applicable to Customers and identified as such under this Tariff.

Real Time Hourly LMP - Shall have the meaning specified in the PJM Open Access Transmission Tariff.

Residential Customer - Customers using single-phase service for residential lighting, appliance operation and general household purposes, or for the combined residential and incidental non-residential purposes.

Residential Customer Class - Rate Schedules RS and GS-V.

Residential Service - Electric service under the Residential Rate Schedules that is available to: (i) an individual dwelling unit, generally a house, mobile home or an individually metered apartment, where there is no more than 2,000 watts connected load associated with any commercial enterprise served as part of said dwelling unit, house, mobile home or individually metered apartment; (ii) a residential farm where the metered service includes service to an occupied dwelling unit; (iii) a camp or cottage served in the name of an individual and intended for part-time occupancy as a dwelling by a family or an individual; or (iv) multiple dwellings, where specified in any applicable Residential Rate Schedule. Residential Service does not include electric service to: (i) any facility not including an occupied dwelling unit, such as a separately metered garage, barn, water pump, etc.; and/or (ii) any facility served in the name of, or for the use of, a corporation, partnership, association, society, clubs, etc., not being used as a single dwelling unit.

Secondary Voltage - Voltage of 600 volts or less.

Service Line - An electric supply line from the Distribution Line to the Customer’s metering point from which electric service is delivered to the Customer.

Smart Meter Technologies Charge Rider - A reconcilable, non-by-passable charge applied as a monthly Customer charge during each billing month to Delivery Service metered Customers, excluding all Lighting Services and Borderline Service pursuant to the terms of the Smart Meter Technologies Charge Rider.

Solar Photovoltaic Requirements Charge (SPVRC) - A reconcilable, non-by-passable charge applied to each kWh delivered during a billing month to Delivery Service Customers pursuant to the terms of the Solar Photovoltaic Requirements Charge Rider.

Speculative Line Extension - A Line Extension in which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of limited use by future Customers and has deemed the cost of the Line Extension to be unreasonable for the Company to incur.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Station Power - The electrical energy used for operating the electric equipment on the site of a Generating Facility located in the PJM control area or for the heating, lighting, air- conditioning and office equipment needs of buildings on the site of such a Generating Facility that are used in the operation, maintenance, or repair of the facility. Station Power does not include any energy (i) used to power synchronous condensers, (ii) used for pumping at a pumped storage facility, (iii) used in association with restoration or Black Start Service or (iv) that is normally supplied to any buildings, structures, facilities, etc. on the site of such a Generating Facility that are metered separately and served directly from the Company's distribution system. Energy provided for the uses described in subparagraphs (i) - (iii) above constitute wholesale transactions, and energy provided for the uses described in subparagraph (iv) above are retail transactions which will continue to be billed under the applicable Rate Schedule.

Subdivider - The person or entity responsible for dividing a tract of land into building lots, to form a Subdivision, which are not to be sold as utility-ready lots.

Subdivision - A tract of land divided by a Subdivider into five (5) 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-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines.

Summary Billing - The summation of the charges for a Customer's multiple accounts and provision thereof to the Customer in a single bill.

Summer - The calendar months of June through September.

Tariff - This document, including, but not limited to, the Rules, Regulations and Rate Schedules and Riders contained herein, as filed with and approved by the Commission.

Temporary Electric Service - A Service Line, meter and/or other work supplied by the Company to the Customer for electric service over a defined period, usually less than one (1) year.

Transmission Voltage - For Penelec Rate District, voltage equal to or greater than 46,000 volts. For Met-Ed and Penn Power Rate Districts voltage equal to or greater than 69,000 volts. For West Penn Rate District voltage greater than 100,000 volts.

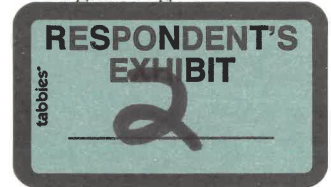
Universal Service - Policies, protections and services that help residential low-income Customers maintain electric service. The term includes Customer assistance programs, termination of service protections and policies and services that help low-income Customers to reduce or manage energy consumption in a cost-effective manner.

Universal Service Charge - The charge developed and calculated in accordance with the Universal Service Cost Rider.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

Volunteer Fire Company - A service location consisting of a building, sirens, a garage for housing vehicular firefighting 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 predominately a Volunteer Fire Company recognized by the local municipality or PEMA as a provider of firefighting services.

GENERAL RULES AND REGULATIONS



3. Right-of-Way

An Applicant (and/or any existing Customer seeking additional service) requesting service from the Company, at the Applicant's/Customer's own expense, shall provide and grant to the Company a right-of-way, easement and/or permits satisfactory and acceptable to the Company, which by the Applicant/Customer has been cleared of trees and any other vegetation, as may be necessary for the erection and maintenance of the poles, wires and appurtenances, together with such tree and vegetation trimming and removal privileges as required per the Company's vegetation management policies to provide and maintain service.

Such right-of-way, easement and/or permits shall be granted to the Company without charge and shall permit the Company to permanently erect and maintain facilities over, under, through, across and/or along the property owned or controlled by the Applicant/Customer in order to provide electric service to the Applicant/Customer, provided, however, that no new right-of-way, easement and/or permits shall be required if a valid and continuing right-of-way, easement and/or permits with equivalent rights and privileges has already been granted to the Company by such Applicant/Customer or any predecessor in interest.

The Company shall not be obligated to provide any electric service to an Applicant/Customer until the Company has received and/or obtained satisfactory and acceptable to the Company rights-of-way, easements and/or permits from, but not limited to, the Applicant/Customer, applicable Government agencies, railroad owners or other property owners. Any right-of-way, easement or permit fees, either initial or recurring, or other charges in connection with rights-of-way, easements or permits for providing service to an Applicant/Customer, shall be paid for by the Applicant/Customer.



Date: 6/15/23

Customer: Thomas Stephens

Address: P.O. Box 207, Wattsburg, PA 16442

Re: Obtain and Record Easements

Dear Customer:

For the construction and future maintenance of our facilities, easements are required from all involved property owners prior to entering upon the premises. When these easements are required from adjoining landowners to extend electrical facilities to you, it is the customer's responsibility to determine what property owners need to sign additional easements. If the adjoining landowners are unknown to you, that information may be obtained from the assessment office in the county where the property is located.

Follow these instructions to obtain and record easements:

1. **STATEMENT OF COMPLIANCE** – The customer must complete and sign the enclosed Statement of Compliance, acknowledging your responsibility and affirming your full and complete investigation to determine what easements are needed from other property owners and that you have obtained all required easements. A Sample Statement of Compliance is enclosed for you to follow when completing this statement. **List at the bottom of the form all property owners' names (including yourself) and related tax parcel numbers from which you need and have received easements.** If no easements from other property owners are needed to complete your project, simply write "None" on the second line under your name and property information and sign your name.

2. **EASEMENTS** - Easement(s) must be completed and executed using the enclosed samples as guides. **DO NOT delete or revise any portion of the pre-printed Easement form language or your project will be further delayed until this process has been repeated and correctly completed. PENELEC WILL NOT SCHEDULE OR CONSTRUCT your project until we receive the Statement of Compliance and copies of all required easement(s) and recording receipt(s).**

See Easement Sample Section A - Print full name(s) as listed on the property deed, and residence address, and then provide the township and county for the property for which the Easement is granted.

See Easement Sample Section B – List the **Tax Parcel Identification Number** and as much other identifying information such as the deed and page reference for the subject property. **Note:** Most county recorders will not record the easement without the tax ID number.

See Easement Sample Section C – All property owners listed on the top portion of the easement must sign in the presence of the Notary Public, the signatures must be witnessed, and the signatures must appear exactly as printed at the top of the form.

See Easement Sample Section D –The Notary Public can be a witness to the signatures of all property owners and the notary will complete, sign, and affix the notary seal. **Most recorders' offices will not record easements whereon the Notary's signatures and seals overlap.**

If you need additional blank easement forms, please contact us.

3. RECORD EASEMENTS

Record all easements obtained from adjoining landowners within 30 days of obtaining them.

Make two copies of the signed easement(s), one copy for Penelec and one copy for your records.

DO NOT attach any maps or sketches to the easement(s). Record the original easement at the Recorder's office, in the county where the property is located for which the easement is granted. DO NOT RECORD the Statement of Compliance. Contact the appropriate Recorder's Office to obtain the filing fees and any specific requirements. A list of recorders' offices is enclosed for your convenience.

Record the easement(s) as follows:

1. Appear in person at the Recorder's Office to record the easement(s) and request recording receipt(s). Provide the Recorder's Office with one self-addressed, postage prepaid envelope so the original recorded easement will be mailed to Penelec.

OR

2. Mail the easement(s) to the Recorder's Office, enclosing one Penelec postage prepaid envelope so that the Recorder's Office can mail the recorded original easement(s) to Penelec and one envelope with your address on it so that the Recorder's Office can mail you the recording receipt(s).

When you receive the recording receipt from the Recorder's Office, use a Penelec postage prepaid envelope to mail the following to Penelec:

1. Completed, signed and witnessed Statement of Compliance.
2. Copies of the easement(s) and recording receipt(s).
3. Make Penelec envelopes out to: Attention K. Burkett

Remember, PENELEC WILL NOT SCHEDULE OR CONSTRUCT your project until we receive ALL of the above listed documents. Note: Many counties are 3 to 4 months behind in recording easements; therefore, mailing copies of the easements and recording receipts with the Statement of Compliance will expedite your project.

Thank you for your cooperation in this regard. Should you have any questions, please feel free to contact me.

Sincerely,

Noah Vroman

Enclosures

NEW BUSINESS PACKET ENCLOSURES:

1. Letter to Customer.
2. Statement of Compliance.
3. Sample Statement of Compliance.
4. Blank Easement(s).
5. Sample Easements.
6. List of Recorders Offices.
7. Notices - Call Before U Dig & ROW Clearing Requirements.
8. FE Planning & Planting Trees brochure.
9. Professional Tree Service brochure.
10. Two Penelec self-addressed, postage prepaid envelopes.



Work Request No. []

STATEMENT OF COMPLIANCE

I/We, _____, hereinafter referred to as "Customer", the title owner(s) of property located at _____, PA _____ further identified as Tax Parcel Number _____, for which electric service has been requested from Pennsylvania Electric Company (Penelec), a FirstEnergy Company, and for which easements are required from adjoining landowners to install said electric service, do fully understand, acknowledge, and affirm the following statements:

1. Customer is solely responsible to obtain ALL required easements from landowners that are effected by installation of electric facilities to provide service to the above-referenced location.
2. It is the Customer's sole responsibility to conduct sufficient, reasonable, and adequate investigation, including but not limited to, a search of county public records, to determine each and every landowner from which an easement is required for Penelec's electric installation.
3. After full and complete investigation, the Customer, to the best of his/her knowledge and understanding, has determined that easements are required and obtained from the following landowners:

<u>Name(s)</u>	<u>Address (Include Street Address, City, State of Easement Property)</u>	<u>Tax Parcel No.</u>

Witness

Customer's Signature

NOTE: IF NO EASEMENTS ARE REQUIRED FROM OTHER PROPERTY OWNERS, SIMPLY WRITE "NONE" ON THE SECOND LINE UNDER YOUR NAME AND PROPERTY INFORMATION AND SIGN YOUR NAME. **DO NOT RECORD THIS STATEMENT**



Work Request No.
41500982

SAMPLE

STATEMENT OF COMPLIANCE

I/We, [REDACTED], hereinafter referred to as "Customer", the title owner(s) of property located at [REDACTED], further identified as Tax Parcel Number [REDACTED], for which electric service has been requested from Penelec, a First Energy Company, and for which easements are required from adjoining landowners to install said electric service, do fully understand, acknowledge, and affirm the following statements:

1. Customer is solely responsible to obtain ALL required easements from landowners that are effected by installation of electric facilities to provide service to the above-referenced location.
2. It is the Customer's sole responsibility to conduct sufficient, reasonable, and adequate investigation, including but not limited to, a search of county public records, to determine each and every landowner from which an easement is required for Penelec's electric installation.
3. After full and complete investigation, the Customer, to the best of his/her knowledge and understanding, has determined that easements are required and obtained from the following landowners:

<u>Name(s)</u>	<u>Address (Include Street Address, City, State of Easement Property)</u>	<u>Tax Parcel No.</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Witness

Customer's Signature

NOTE: IF NO EASEMENTS ARE REQUIRED FROM OTHER PROPERTY OWNERS, SIMPLY WRITE "NONE" ON THE SECOND LINE UNDER YOUR NAME AND PROPERTY INFORMATION AND SIGN YOUR NAME. DO NOT RECORD THIS STATEMENT.

DOCUMENT NO. 8084228	ORDER NO. 62604866	LINE NO.	GRID NO.
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RETURN FILED DOCUMENT TO: Penelec, Attn: RW, 311 Industrial Park Road, Johnstown, PA 15904

The undersigned, _____

 of the _____ of _____, County of _____ and State of _____,
 (the "Grantor"), is the owner of certain lands located in the _____ Township of _____ Venango _____ County of _____ Erie
 and Commonwealth of Pennsylvania, bounded and/or described as follows (the "Land"): [Include information such as street
 address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of adjacent
 property owners].

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound,
 hereby grants and conveys to PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, (the "Grantee") a
 permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace,
 improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described
 below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication
 purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the
 _____ portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street
 lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers,
 pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed
 necessary of convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree
 branches, shrubs, roots, vegetation, structures and/or other objects or obstructions, which are within _____ fifteen _____ (15) feet
 of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or
 convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees,
 and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such
 excavations to accomplish the above purposes and to enter upon the Land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within
 _____ fifteen _____ (15) feet of either side of the center line of the Facilities, as installed; raise or lower the ground elevation of
 the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other
 compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on,
 or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their
 heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this _____ day of _____, 20 _____.

WITNESS / ATTEST:

		(Seal)
		(Seal)
		(Seal)
		(Seal)

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20____ before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20____ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

DOCUMENT NO. 8084229	ORDER NO. 62604866	LINE NO.	GRID NO.
--------------------------------	------------------------------	----------	----------

The undersigned, _____

of the _____ of _____, County of _____ and State of _____,
 (the "Grantor), is the owner of certain lands located in the _____ Township of _____ Venango _____ County of _____ Erie _____
 and Commonwealth of Pennsylvania, bounded and/or described as follows (the "Land"); [Include information such as street
 address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of adjacent
 property owners].

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound,
 hereby grants and conveys to PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, (the "Grantee") a
permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace,
 improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described
 below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication
 purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the _____
 portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street
 lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers,
 pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed
 necessary or convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree
 branches, shrubs, roots, vegetation, structures and/or other objects or obstructions, which are within fifteen (15) feet
 of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or
 convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees,
 and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such
 excavations to accomplish the above purposes and to enter upon the Land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within
fifteen (15) feet of either side of the center line of the Facilities, as installed; raise or lower the ground elevation of
 the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other
 compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on,
 or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their
 heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this _____ day of _____, 20 _____.

WITNESS / ATTEST:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

RETURN FILED DOCUMENT TO: Penelec, Attn: RAW, 311 Industrial Park Road, Johnstown, PA 15904

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer



Ohio Edison • The Illuminating Company • Toledo Edison
 Met-Ed • Penelec • Penn Power • Jersey Central Power & Light

DOCUMENT NO. 8084230	ORDER NO. 62604866	LINE NO.	GRID NO.
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RETURN FILED DOCUMENT TO: Penelec, Attn: RW, 311 Industrial Park Road, Johnstown, PA 15904

The undersigned, _____

of the _____ of _____, County of _____ and State of _____,
 (the "Grantor), is the owner of certain lands located in the _____ Township of _____ Venango _____, County of _____ Erie
 and Commonwealth of Pennsylvania, bounded and/or described as follows (the "Land"); [Include information such as street
 address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of adjacent
 property owners].

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound,
 hereby grants and conveys to PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, (the "Grantee") a
 permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace,
 improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described
 below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication
 purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the
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The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street
 lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers,
 pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed
 necessary or convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree
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 of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or
 convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees,
 and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such
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Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within
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 the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other
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 or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their
 heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this _____ day of _____, 20 ____.

WITNESS / ATTEST:

_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)
_____	_____	(Seal)

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

**COMMONWEALTH OF PENNSYLVANIA
COUNTY OF**

} ss.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

**PENELEC
PA & NY RECORDERS OFFICES**

COUNTY	RECORDER	ADDRESS/TELEPHONE
ARMSTRONG Vendor No. 200025199	Beverly Casella	Armstrong County Courthouse 500 E. Main Street Kittanning, PA 16201 (724) 543-2500, Ext. 280
BEDFORD Vendor No. 200025199	Faith Zembower	Bedford County Courthouse Penn & Juliana Streets Bedford, PA 15522 (814) 623-4836
BLAIR Vendor No. 200002581	Shirley A. Burket	423 Allegheny Street Suite 145 Hollidaysburg, PA 16648 (814) 693-3095
BRADFORD Vendor No. 200025773	Shirley Rockefeller	Bradford County Courthouse 301 Main Street Towanda, PA 18848 (570) 265-1702
BUTLER Vendor No. 200025775	Michelle Mustello	Butler County Courthouse PO Box 1208 S. Main Street Butler, PA 16003-1208 (724) 284-5340
CAMBRIA Vendor No. 0200025776	Andrea Fedore Sims	Cambria County Courthouse South Center Street Ebensburg, PA 15931 (814) 472-1475
CENTRE Vendor No. 80672001	Joseph Davidson	Centre County Courthouse Allegheny Street Bellefonte, PA 16823 (814) 355-6801
CLARION Vendor No. 200001209	Gregory K. Mortimer	Clarion County Courthouse Main Street Clarion, PA 16214 (814) 226-4000, Ext. 2500
CLEARFIELD Vendor No. 200001314	Karen L. Starck	Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830 (814) 765-2641, Ext. 5987
CLINTON Vendor No. 200025784	Gail Gephart	Clinton County Courthouse 230 E. Water Street Lock Haven, PA 17745 (570) 893-4010

COUNTY	RECORDER	ADDRESS/TELEPHONE
CRAWFORD Vendor No. 200003793	Carol A. Steinbrook	Crawford County Courthouse 903 Diamond Park Meadville, PA 16335 (814) 333-7300, Ext. 337/338
CUMBERLAND Vendor No. 19747014	Robert P. Ziegler	1 Courthouse Square Carlisle, PA 17013-3387 (717) 532-7286 Fax: (814) 765-6089
ELK Vendor No. 200025785	Pete Weidenboerner	Elk County Courthouse Main Street, PO Box 448 Ridgway, PA 15853 (814) 776-5349
ERIE Vendor No. 200002454	Patrick L. Fetzner	Erie County Courthouse 140 W. 6 th Street Erie, PA 16507 (814) 451-6246
FOREST Vendor No. 200025786	Annette Kifer	Forest County Courthouse 526 Elm Street #2 Tionesta, PA 16353 (814) 755-3526
FRANKLIN Vendor No. 200023933	Linda Miller	17 Lincoln Way East Chambersburg, PA 17201 (717) 264-4125
HUNTINGDON Vendor No. 200025787	Janet Hanks	Huntingdon County Courthouse 223 Penn Street Huntingdon, PA 16652 (814) 643-2740
INDIANA Vendor No. 200002582	Patricia Streams-Warman	Indiana County Courthouse 825 Philadelphia Street Indiana, PA 15701 (724) 465-3860
JEFFERSON Vendor No. 200002583	Diane Maible Kiehl	Jefferson County Courthouse 200 Main Street Brookville, PA 15825 (814)849-1610
JUNIATA Vendor No.	Nancy P. Lebkicher	PO Box 68 Mifflintown, PA 17059 (717) 436-7709 Fax: (717) 436-7756

COUNTY	RECORDER	ADDRESS/TELEPHONE
McKEAN Vendor No. 200015691	Anne Bosworth	McKean County Courthouse Smethport, PA 16749 (814) 887-3253
MERCER Vendor No.	Rhonda I. McClelland	Mercer County Courthouse N. Diamond Street Mercer, PA 16137 (724) 662-3800, Ext. 2274
MIFFLIN Vendor No. 200020733	Barbara A. Stringer	20 N. Wayne Street Lewistown, PA 17044 (717) 242-1449 Fax: (717) 248-5275
PERRY Vendor No. 200023923	David I. Magee	PO Box 223 New Bloomfield, PA 17068 (717) 582-2131, ext. 2235, 2236, 2237
POTTER Vendor No. 200025791	Gary Kelsey	Potter County Courthouse 1 E. 2 nd Street, Room 22 Coudersport, PA 16915 (814) 274-8370
SOMERSET Vendor No. 200002095	Patricia Brant	300 North Center Ave., Suite 400 Somerset, PA 15501 (814) 445-1547
SULLIVAN Vendor No. 200025793	Francine Doyle	Sullivan County Courthouse Main & Muncy Streets LaPorte, PA 18626 (570) 946-7351
SUSQUEHANNA Vendor No. 200025794	Mary Evans	Susquehanna County CH Courthouse Square PO Box 218 Montrose, PA 18801 (570) 278-4600, Ext. 113
TIOGA Vendor No. 200025795	Jane Wetherbee	Tioga County Courthouse 116 - 118 Main Street Wellsboro, PA 16901 (570) 724-9260
VENANGO Vendor No. 200021293	Sue A. Buchan	Venango County Courthouse 1168 Liberty Street Franklin, PA 16323 (814) 432-9534

COUNTY	RECORDER	ADDRESS/TELEPHONE
WARREN Vendor No. 200001426	Ed Ord	Warren County Courthouse 204 4 th Avenue Warren, PA 16365 (814) 728-3432
WAYNE Vendor No. 200025796	Ginger Golden	Wayne County Courthouse 925 Court Street Honesdale, PA 18431 (570) 253-5970, Ext. 213
WESTMORELAND Vendor No. 200002125	Tom Murphy	2 North Main Street Suite 503 Greensburg, PA 15601 (724) 830-3518
WYOMING Vendor No. 200000188	Dennis Montross	Wyoming County Courthouse 1 Courthouse Square Tunkhannock, PA 18657 (570) 836-3200, Ext. 235

NY CLERK OF COURTS

COUNTY	CLERK	ADDRESS/TELEPHONE
CHEMUNG Vendor No. 200010242	Catherine K. Hughes	Chemung County Courthouse 210 Lake Street PO Box 588 Elmira, NY 14902 (607) 737-2920
TIOGA Vendor No. 200010365	Carole LaPlant	Tioga County Courthouse 16 Court Street PO Box 307 Owego, NY 13827 (607) 587-8660

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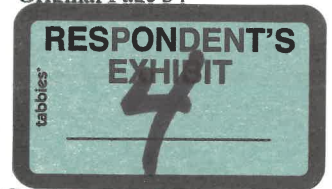
JUL 20 2023

PA PUBLIC UTILITY COMMISS...
SECRETARY'S BUREAU

TO:

Secretary
PA Public Utility Commission
400 North St
Harrisburg, PA
17120

GENERAL RULES AND REGULATIONS



4. Extension of Company Facilities: System Upgrades

The standard service provided by the Company for delivery of electric energy to a Customer under this Tariff, regardless of delivery voltage, shall be from overhead Distribution Lines, except as noted in any Rate Schedule or other applicable provision of this Tariff. Subject to the requirements of this Tariff, the Company shall extend its Distribution and Transmission Lines to Applicants. Any request for electric service that requires the extension, removal, relocation or change of the Company's existing Distribution and Transmission Lines shall be provided as set forth in this Rule. Applicants requesting a Line Extension shall, at the Company's discretion, execute the Company's Line Extension contract. Any Customer served by a Line Extension completed before the effective date of this Rule 4 shall be subject to the terms and conditions of its existing Line Extension contract and the Company's then-applicable Line Extension tariff, rules and regulations.

a. Line Extensions

(1) Non-Speculative Single-Phase Line Extension

Company Obligations

As used in this Rule 4, an overhead span of conductor is approximately equal to 250 feet. The Company shall construct, own and maintain all Line Extensions. The Company shall provide an Applicant, at no charge, up to three (3) spans of conductor, three (3) poles and related material along Public Right-of-Way for each Line Extension, including the Service Line. The Company shall provide an Applicant, at no charge, one (1) span of conductor and related material on Private Right-of-Way for each Line Extension, including the Service Line, to serve a Permanent Residential Customer. The number of spans provided to an Applicant/Customer at no charge shall be referred to in this Rule 4 as the span allowance. The Company's engineering layout shall be the sole basis used for determining the design of the Line Extension and/or Service Line. Any additional Line Extension and/or Service Line costs in excess of those costs assumed by the Company under this Tariff shall be borne by the Applicant/Customer.

The Company shall not commence construction of a Line Extension and/or Service Line until completion of all of the following:

1. The Company's receipt and acceptance of an application for electric service.
2. Execution by the Company and the Applicant/Customer of appropriate agreements for electric service and/or Line Extensions, and the payment by the Applicant/Customer of any and all associated costs or charges.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

- (c) The Applicant/Customer requesting the Line Extension and/or Service Line has furnished to the Company rights-of-way, easements and/or permits on, over, across, under and/or through the Applicant's/Customer's property that are necessary for the construction, maintenance and operation of the Line Extension and/or Service Line in accordance with Rule 3 of this Tariff and which are in such form and substance satisfactory and acceptable to the Company.

The Company shall be under no obligation to construct the Line Extension and/or Service Line in the event it is unable to acquire all necessary rights-of-way, easements and/or permits and other consents from any parties other than the Applicant/Customer, in such form and substance satisfactory and acceptable to the Company.

Applicant Obligations

Where the Non-Speculative Line Extension and/or Service Line exceeds the span allowance, the Applicant/Customer shall make a CIAC or Cash Advance to the Company equivalent to the Company's estimated Direct Labor Costs and Direct Material Costs and/or Contractor Costs for construction of that portion of the Line Extension and/or Service Line which is in excess of the span allowance. All Line Extension and/or Service Line costs in excess of the span allowance shall be charged to the Applicant/Customer.

In the event that an Applicant/Customer makes a Cash Advance to the Company for construction costs in excess of the span allowance, refund(s) shall be made to the initial Line Extension Applicant/Customer for each new Permanent Residential Customer added to the initial Line Extension. The refund(s) shall be calculated by the average cost per foot of the Line Extension in excess of the span allowance. Refunds shall be made only for Customer additions made within five (5) years from completion of the initial Line Extension and the sum of any refund(s) shall never exceed the initial Line Extension Applicant's / Customer's Cash Advance. Any balance from the Cash Advance remaining after five (5) years shall be retained by the Company. In lieu of paying a Cash Advance to the Company, the Applicant/Customer may elect to pay a CIAC to the Company.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

If the Applicant/Customer requests, and Company approves, Line Extensions and/or Service Lines may be installed underground. Where a Customer requests underground service from overhead distribution facilities, the Company shall install such service upon receipt of a contribution, in the form of a CIAC, from the Customer equal to the amount the underground service costs exceed the overhead service costs. These costs will not be part of any Cash Advance or refund to a Cash Advance. The Company shall own, operate and maintain such underground facilities. In such case, the Applicant/Customer shall provide all necessary conduit, conduit installation, trenching, excavation, backfilling and grading in accordance with Company specifications, and shall bear all costs thereof.

The Applicant/Customer shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities, as said specifications shall be modified by the Company from time to time.

The Applicant/Customer shall pay the cost of all tree trimming, brush clearance and related activity associated with the establishment of the right-of-way, easement or permit for the Line Extension and/or Service Line in compliance with Rule 3.

If Applicant/Customer requests any deviation from the Company's specifications, the Company may, in its sole and exclusive discretion, approve such request. Any Company-approved deviations from its construction practices shall be at the Applicant's/Customer's sole expense.

(2) **Underground Electric Service in New Residential Developments**

Company Obligations

All Distribution Lines and Service Lines installed within a new residential Development shall be installed underground; shall conform to the Company's construction standards, the specifications set forth in the National Electric Safety Code (NESC) and shall be owned and maintained by the Company. The Company or its agent shall install the necessary service-related facilities that may include the installation of padmount transformers. The Company shall, at the request of the Developer, install underground street lighting lines at the time of the original request for service to the Development or thereafter within the same Development. All street lighting shall be provided in accordance with this Tariff.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

The Company shall require for Developments which qualify under this Rule 4a(2) (Underground Electric Service in New Residential Developments) and Rule 4a(3), (Speculative Single-Phase and All Three-Phase Line Extensions and Service Lines) a CIAC or Cash Advance from the Applicant covering the Company's total estimated direct and indirect costs associated with providing the Line Extension to the tract of land being developed or within 100 feet of the boundary of Development. This includes, but is not limited to, cost associated with addressing suitability and availability of existing facilities. After the connection of Customers, external to the Development, to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with Rule 4a(3) (Speculative Single-Phase and All Three-Phase Line Extensions and Service Lines).

The Company shall have the right to perform its own excavating and backfilling. If the Company elects to perform its own excavating and backfilling, there shall be no other charges to the Developer or to any other utility sharing the same trench.

Developer Obligations

The Developer shall pay the cost of providing the Company with a copy of the recorded development plot plan identifying property boundaries and with rights-of-way, easements and/or permits satisfactory and acceptable to the Company for occupancy by distribution, service and street lighting lines and related facilities.

The Developer or its agent shall provide all conduit, conduit installation, excavating, rough grading and backfilling required by the Company and shall meet the Company's specifications as they may be in effect from time to time. The Company upon request shall provide copies of the specifications to the Developer.

The Developer shall pay the Company for any 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 such deviation is requested by the Developer and is acceptable to the Company.
- (b) A change in the plot plan by the Developer for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
- (c) Physical characteristics such as, but not limited to, oversized lots or lots with extreme setback.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

A Subdivision is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, either comply with Rule 4a(1) (Non-Speculative Single-Phase Line Extensions) or 4a(3) (Speculative Single-Phase and All Three-Phase Line Extensions and Service Lines).

If as a result of a Line Extension or any other request that results in an expansion of the Company's facilities, an increase in the Company's facilities, construction of a system upgrade or any other change to or the modification of the Company's electric system, the Applicant/Customer shall pay all costs for such work as specified in this Rule 4.

(3) **Speculative Single-Phase and All Three-Phase Line Extensions and Service Lines**

When the Company is requested to increase capacity, expand facilities or construct Speculative Single-Phase Line Extensions and/or Service Lines or Three-Phase Line Extensions and/or Service Lines, the Company shall determine from the circumstances of each case the nature and level of financing and/or revenue guarantee required of the Applicant/Customer prior to construction or installation of Company facilities. The Company shall employ a five (5) year revenue guarantee in order to offset the initial construction costs. The five (5) year revenue guarantee includes five (5) years of forecasted distribution revenues less certain incremental delivery costs including, but not limited to, distribution operation and maintenance expenses, depreciation expenses, gross receipts taxes, state and federal income taxes, and a reasonable return component. The Company shall require the Applicant/Customer to make (i) a CIAC equivalent to the Company's total estimated costs associated with the construction of facilities necessary to render service in excess of the amount not covered by the revenue guarantee or (ii) a Cash Advance for the total construction costs to render service. The Company shall refund all or a portion of a Cash Advance previously provided by the Applicant in the event that the Company's revenue analysis for any newly connected Non-Residential Customer indicates that there are revenues in excess of the costs to provide service to that newly connected Non-Residential Customer, within five (5) years from the completion of the initial Line Extension.

Where an application for an overhead Line Extension for a tract of land being developed or proposed to be developed, in whole or in part, for residential, commercial or industrial purposes, not covered by Rule 4a(2), (Underground Electric Service in New Residential Developments) is received from an entity that is not expected to be a Customer, the Company, prior to construction, shall require payment of a CIAC or a Cash Advance from the Applicant covering the Company's total estimated costs associated with the construction of said overhead extension (i) to the tract of land being developed and (ii) within the boundary of the tract of land necessary to serve prospective Customers in the tract.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

After the connection of a Non-Residential Customer to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with this Rule 4a(3) (Speculative Single-Phase and All Three-Phase Line Extensions and Service Lines).

Applications for Speculative Single-Phase or Three-Phase Line Extensions and/or Service Lines shall be subject to the provisions of this Tariff.

In addition to the Line Extension costs described above, Customers shall also provide, install and pay for conduit, conduit installation, cable, metering conduit associated with their underground installation, including the Service Line, and such other costs specified in the Company's prevailing handbook.

The Applicant/Customer shall pay all costs as required for compliance with Rule 3.

b. Temporary Service

Temporary installations for Residential and Non-Residential Customers, requiring special service, meter or other work are made at the expense of the customer and shall provide electric service for a defined period, usually less than one (1) year ("Temporary Service"). Temporary Service, such as for construction purposes or exhibits of short duration, etc. shall be installed and removed at the Applicant's/Customer's expense. The Company shall provide the Temporary Service upon application from an Applicant/Customer. The Company shall provide the Temporary Service, provided that the Applicant/Customer reimburses the Company for all costs of installing and removing the service installation, including both material and labor, less the salvage recovered from all materials and equipment removed after termination of service. In all such cases, the Applicant/Customer shall make an advance payment to the Company sufficient to cover the estimated charges for installation and removal of the Temporary Service.

For Temporary Service for residential single-unit house construction where both the temporary Service Line and meter can be transferred to the completed building, the Temporary Service shall be provided by the Company upon the Applicant's/Customer's payment of the Company's estimated costs to provide this service.

c. Relocation of, or Modification to, Company Facilities; Service Interruptions

If as a result of a Line Extension or any other request that results in an expansion of the Company's facilities, an increase in the Company's facilities, construction of a system upgrade or any other change to or the modification of the Company's electric system, the Applicant/Customer shall pay all costs for such work as specified in this Rule 4.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

Company Obligations

The Company shall remove, relocate or change the Company's facilities or temporarily interrupt service to a Customer's premises, upon the Customer's request, where such removal, relocation, change or interruption is acceptable to the Company.

(1) Pole Removal or Relocation for Residential Customers

The Company shall provide the Residential Customer with an estimate of the costs of removing, relocating, changing or interrupting the Customer's service, and the Residential Customer shall pay that amount to the Company prior to performing the work.

The Company shall bill the Residential Customer based upon the Contractor Costs and/or Direct Labor and Direct Material Costs associated with the removal, relocation or change of distribution facilities or interruption, less an amount equal to any maintenance expenses avoided as a result of such work.

(2) Relocation of, or Modification to, Company Facilities for Non-Residential Customers

When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section a of this Rule, the Company may request a Non-Residential Customer or other person or entity to pay to the Company in advance the estimated cost to perform such work. The Company shall bill Non-Residential Customers or other person or entity the total cost of the work, including the total direct and indirect costs.

Customer Obligations

A Customer desiring the removal, relocation or change of Company facilities or interruption shall submit a request to the Company.

The Company may accept or reject said request in its sole and exclusive discretion. If the Company accepts said request, the Customer shall pay in advance the Company's total estimated cost for any Customer requested temporary interruption in the Customer's service due to construction, maintenance or other activities.

All Customers or other parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory and acceptable to the Company rights-of-way, easements and/or permits for the construction, maintenance and operation of the relocated facilities.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

Non-Residential Property Owner

A non-residential property owner shall not be relieved or excused from paying all costs associated with the relocation or modification of the Company's facilities or temporarily interrupt electric service to a Non-Residential Customer's property under this Rule 4(c) if such relocation or modification of Company facilities or temporary service interruption is the result of any order, rule, regulation or other direction to said property owner from any governmental or public authority.

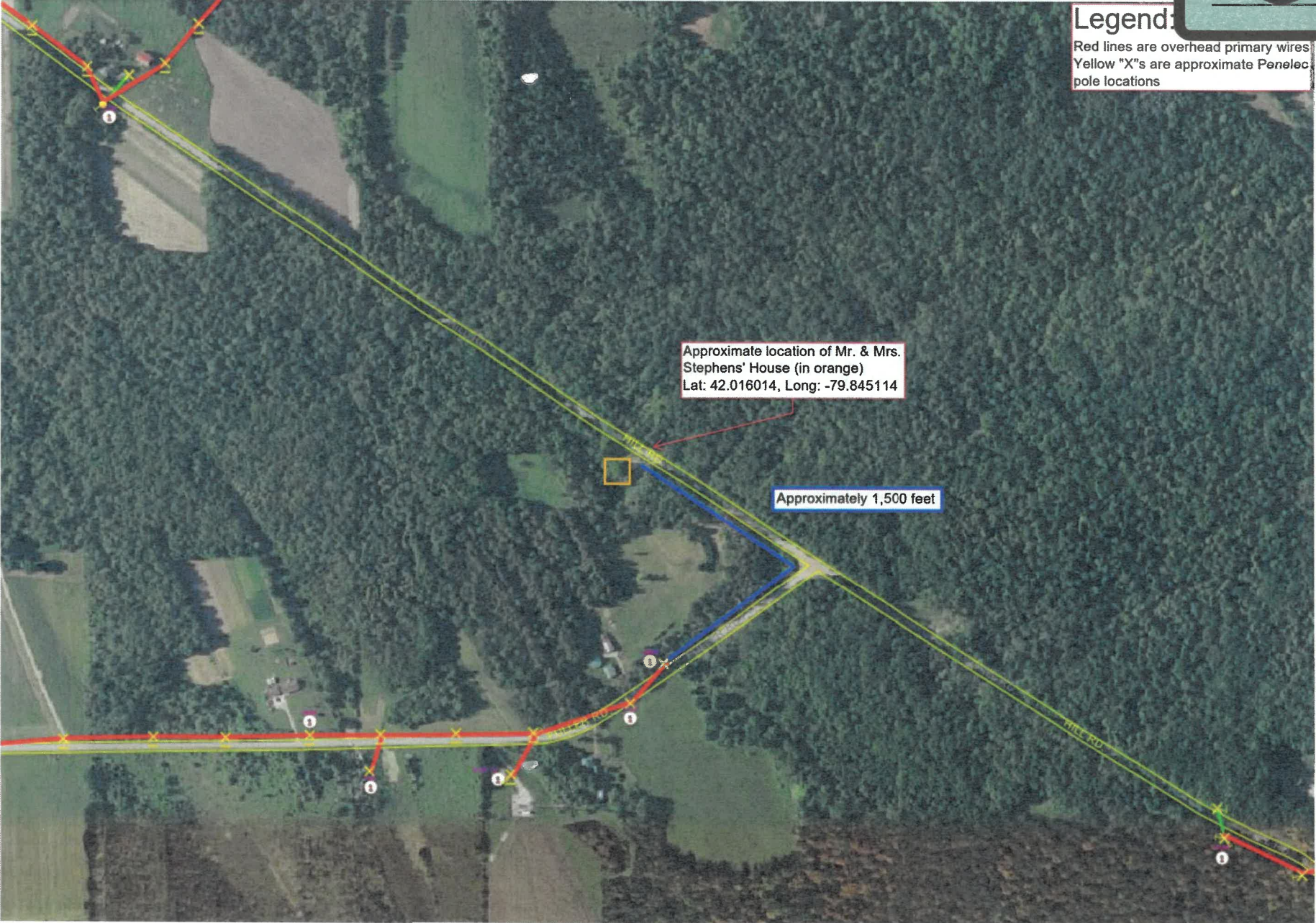
5. Taxes on Applicant/Customer Advances

Any Applicant/Customer advance or other like amount received from an Applicant/Customer under this Tariff, under any contract executed under this Tariff or any other prior tariff shall constitute taxable income to the Company as defined by the Internal Revenue Service and shall be increased to include a payment by the Applicant/Customer equal to the applicable taxes. Such payment for taxes associated with such Applicant/Customer advance shall provide for the effect of current tax obligations offset by the present value of future tax deductions associated with the facility(ies) to be provided by the Company. The discount rate to be used for present value calculations shall be the Company's Allowance for Funds Used During Construction ("AFUDC") rate adjusted to a net of tax basis. Payments for taxes associated with Applicant/Customer advances shall not be discounted since any refunds of Applicant/Customer advances shall include a pro rata refund of amounts previously collected for applicable taxes.

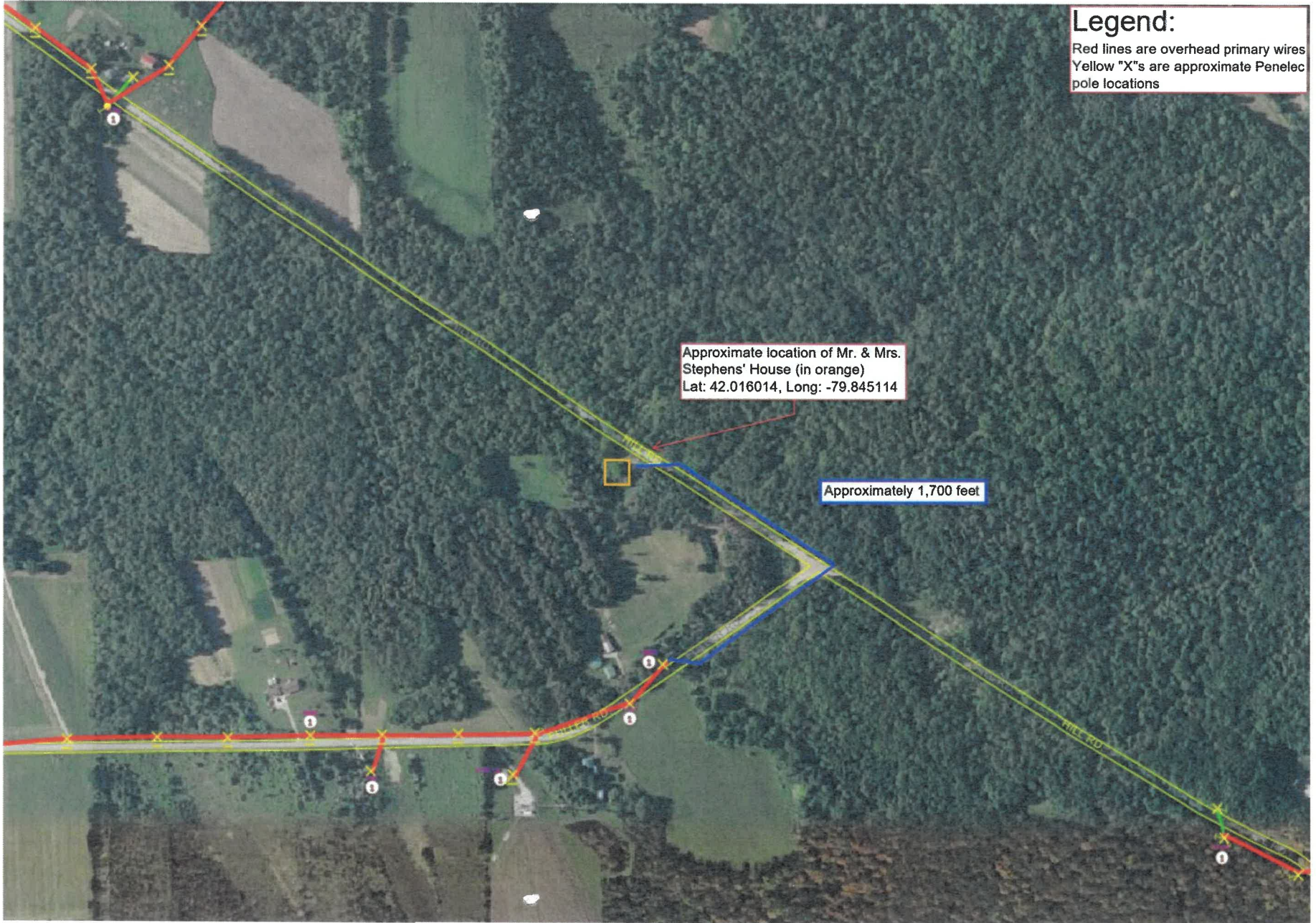
6. Proof of Inspection

The Company will not connect or furnish electric service to or for completed construction, addition, alteration, repair of a building, electric service upgrade or electric service disconnected for greater than twelve months unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

Legend:
Red lines are overhead primary wires
Yellow "X"s are approximate Penelec pole locations



Monday, January 29, 2024 3:32:26 PM - Window



Legend:
Red lines are overhead primary wires
Yellow "X"s are approximate Penelec pole locations

Approximate location of Mr. & Mrs. Stephens' House (in orange)
Lat: 42.016014, Long: -79.845114

Approximately 1,700 feet

