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File #: 200772

August 16, 2024

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Pennsylvania Public Utility Commission, et al. v. Duquesne Light Company  
Docket Nos. R-2024-3046523, et al.**

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Dear Secretary Chiavetta:

Attached for filing is the Joint Petition for Approval of Settlement on behalf of Duquesne Light Company in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Megan E. Rulli

MER/kl  
Attachment

cc: The Honorable Mark Hoyer (*via email; w/attachment*)  
Certificate of Service

## CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

### VIA EMAIL

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DATE: August 16, 2024

  
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Megan E. Rulli

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	Docket No. R-2024-3046523
	:	
Office of Consumer Advocate	:	Docket No. C-2024-3047779
Office of Small Business Advocate	:	Docket No. C-2024-3048171
Ronald T. Bernick	:	Docket No. C-2024-3048340
David Anglero	:	Docket No. C-2024-3049302
Ronald Nesmith	:	Docket No. C-2024-3049624
	:	
v.	:	
	:	
Duquesne Light Company	:	

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**JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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**TO DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE MARK A. HOYER:**

Duquesne Light Company (“Duquesne Light” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Pennsylvania Weatherization Providers Task Force, Inc. (“PWPTF”), and Walmart, Inc. (“Walmart”), hereinafter collectively the “Joint Petitioners,” hereby join in this Joint Petition for Approval of Settlement (“Settlement”) which resolves all issues among the Joint Petitioners. Notably the Joint Petitioners were the only parties that submitted testimony in this proceeding. The City of Pittsburgh (“City”) also has indicated that it

does not oppose the Settlement. All active parties in this proceeding either support or do not oppose the Settlement.<sup>1</sup>

The Joint Petitioners respectfully request that Deputy Chief Administrative Law Judge Mark A. Hoyer (the “ALJ”) recommend and that the Commission approve all terms and conditions of the Settlement without modification. The Settlement provides for increases in rates, as set forth in the form of tariff supplement attached as **Appendix A** and the proof of revenues attached as **Appendix B** to this Petition. These rates are designed to produce a net increase in annual base distribution operating revenues of \$85.1 million, which includes \$32.1 million of revenues currently recovered under surcharges, resulting in an increase in revenues of \$53.00 million, based upon data for a Fully Projected Future Test Year (“FPFTY”) ending December 31, 2025, as adjusted for ratemaking purposes, to become effective for service rendered on and after December 20, 2024.

The effect of the Settlement on residential Rate RS customer rates is set forth in Table 1 below and in **Appendix C**:

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<sup>1</sup> The International Brotherhood of Electrical Workers, AFL-CIO, Local Union 29 (“IBEW”) has not indicated its position regarding the Settlement. Duquesne Light is serving a copy of the Settlement and Appendices on all parties including IBEW and the customer complainants.

**Table 1**

**Rate RS – Residential Service  
Using 600 kWh**

<b>Base Distribution Increase</b>		<b>Total Bill Increase</b>	
Present Base Distribution Bill	\$57.28	Present Total Bill	\$130.67
Proposed Base Distribution Bill	\$65.80	Proposed Total Bill	\$139.19
Proposed Percentage Base Distribution Increase	14.88%	Proposed Percentage Total Increase	6.52%
Settled Base Distribution Bill	\$62.49	Settled Total Bill	\$135.88
Settled Percentage Base Distribution Increase	9.10%	Settled Percentage Total Increase	3.99%

(1) Includes roll in of surcharges

Additional detail for the effect of the change on Residential Heating Service customers – Rate RH, Small Commercial customers – Rate GS, Medium Commercial customers – Rate GM>25 and Industrial customers – Rate GL is provided in **Appendix C**. **Appendix D** provides an analysis of Present, Proposed and Settled Rates for all rate schedules.

In support of this Settlement, the Joint Petitioners state the following:

**I. BACKGROUND**

1. Duquesne Light provides electric distribution and transmission services to approximately 600,000 customers in Allegheny and Beaver Counties, Pennsylvania. Duquesne Light is a “public utility” and an “electric distribution company” as defined under the Public Utility Code, *see* 66 Pa. C.S. §§ 102 & 2803, serving customers within its certificated service territory and subject to the regulatory jurisdiction of this Commission. Duquesne Light also provides default service to customers that are not being served by an electric generation supplier (“EGS”).

2. On March 20, 2024, Duquesne Light filed Supplement No. 71 to Tariff Electric – PA PUC No. 25 pursuant to 66 Pa. C.S. § 1308(d). Duquesne Light requested that the Commission approve an overall annual increase in distribution revenue of approximately \$133.0 million. Included in the requested increase was approximately \$32 million in revenue currently recovered under surcharges, resulting in a net increase in distribution revenue of approximately \$101 million.

3. On March 22, 2024, the Office of Consumer Advocate (“OCA”) filed a Complaint and Public Statement in the above-captioned rate case. On April 1, 2024, Duquesne Light filed an Answer to OCA’s Complaint.

4. On March 28, 2024, the Commission’s Bureau of Investigation and Enforcement (“I&E”) filed a Notice of Appearance in the above-captioned rate case.

5. Also on March 28, 2024, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”) filed a Petition to Intervene and Answer in the above-captioned rate case.

6. On March 29, 2024, Ronald T. Bernick filed a Complaint.

7. On April 4, 2024, the Commission entered an Order suspending Supplement No. 71 to Tariff Electric Pa. P.U.C. No. 25 until December 20, 2024, unless otherwise directed by Order of the Commission, pursuant to 66 Pa. C.S. §1308(d). The matter was referred to the Office of the Administrative Law Judge. The proceeding was assigned to the ALJ and a Prehearing Conference was scheduled for April 22, 2024.

8. On April 5, 2024, the Office of Small Business Advocate (“OSBA”) filed a Complaint and Public Statement in the above-captioned matter. On April 15, 2024, Duquesne Light filed an Answer to OSBA’s Complaint.

9. On April 15, 2024, the Pennsylvania Weatherization Providers Task Force, Inc. (“Providers Task Force”) filed a Petition to Intervene in the above-captioned matter.

10. An initial Prehearing Conference was held as scheduled on April 22, 2024. Parties participating in the Prehearing Conference filed Prehearing Memoranda identifying potential issues and their expected witnesses. At the Prehearing Conference, the ALJ adopted a procedural schedule. In addition, the parties agreed to, and the ALJ approved, modified discovery rules for the above-captioned proceeding, which included shorter response times than those provided for in the Commission’s regulations at 52 Pa. Code §§ 5.321 et seq.

11. On April 30, 2024, IBEW filed a Petition to Intervene, which was granted on July 23, 2024.

12. On May 1, 2024, the ALJ issued a Prehearing Order.

13. On May 2, 2024, Walmart filed a Petition to Intervene. Walmart’s Petition to Intervene was granted on June 7, 2024.

14. On May 14, Duquesne Light filed a Motion for Protective Order. The Motion was granted by the ALJ on May 31, 2024.

15. On May 30, 2024, Duquesne Light was served with the Complaint of David Anglero.

16. Two in person public input hearings were held on June 5, 2024, at 1:00 p.m. and 6:00 p.m. Two telephonic public input hearings were held on June 6, 2024, at 1:00 p.m. and 6:00 p.m.

17. On June 11, 2024, I&E, OCA, OSBA, CAUSE-PA, PWPTF, and Walmart served their direct testimony and exhibits.

18. On June 20, 2024, Duquesne Light was served with the Complaint of Robert Nesmith.

19. On July 10, 2024, Duquesne Light, I&E, OCA and OSBA served rebuttal testimony and exhibits.

20. On July 23, 2024, Duquesne Light, I&E, OCA, OSBA and CAUSE-PA served their surrebuttal testimony and exhibits.

21. On July 25, 2024, the City filed a Petition to Intervene.

22. On July 26, 2024, Duquesne Light served its rejoinder testimony and exhibits.

23. Also on July 26, 2024, the Company advised the ALJ that it had reached a settlement in principle of all issues except revenue allocation and rate design with I&E, OCA, OSBA, CAUSE-PA, PWPTF and Walmart.

24. Evidentiary hearings were held before the ALJ on July 29-30, 2024. At the hearings, parties waived cross examination of witnesses, and pre-served testimony and exhibits were admitted in the record via stipulation. In addition, the City's intervention was granted.

25. During the evidentiary hearing, the parties advised the ALJ that they were continuing to attempt to resolve the revenue allocation and rate design issues.

26. On August 9, 2024, Duquesne Light advised the ALJ that it had reached a settlement in principle of all issues, including revenue allocation and rate design, with I&E, OCA, OSBA, CAUSE-PA, PWPTF and Walmart. Also on August 9, 2024, the City advised the ALJ that it did not oppose the settlement.

## **II. SETTLEMENT TERMS AND CONDITIONS**

27. The Company's rate filing at Docket No. R-2024-3046532 is approved except as modified by the Settlement.

**A. REVENUE REQUIREMENT AND ACCOUNTING**

28. The distribution rates agreed to under this Settlement are designed to produce increased distribution operating revenues of \$85.1 million based upon the pro forma level of operations for the twelve months ended December 31, 2025, inclusive of the \$32.1 million of revenues currently recovered under surcharges, for a net increase in revenues of \$53.0 million.

29. Duquesne will not file a proposed general increase in distribution rates under Section 1308(d) of the Public Utility Code prior to March 20, 2026, provided, however, that the foregoing provisions shall not prevent Duquesne Light from filing a tariff or tariff supplement proposing a general increase in rates in compliance with Commission Orders or in response to fundamental changes in regulatory policies or federal tax policies significantly affecting Duquesne Light's rates. In such a filing, all parties would reserve their rights to challenge the basis for such a filing.

30. As of the effective date of rates in this proceeding, Duquesne Light will be eligible to include plant additions in the Distribution System Improvement Charge ("DSIC") at the later of, (1) the end of the FPFTY, and (2) once the total FPFTY account balances exceed \$4,862,202,000, which are the levels projected by the Company in this proceeding at December 31, 2025 per DLC Exhibit 2, Book 5, Schedule D1. The foregoing provision is included solely for purposes of calculating the DSIC, and is not determinative for future ratemaking purposes of the projected additions to be included in rate base in a Fully Projected Future Test Year ("FPFTY") filing.

31. For purposes of calculating its DSIC, Duquesne Light shall use the equity return rate for electric utilities contained in the Commission's most recent Quarterly Report on the Earnings of Jurisdictional Utilities and shall update the equity return rate each quarter consistent with any changes to the equity return rate for electric utilities contained in the most recent

Quarterly Earnings Report, consistent with 66 Pa. C.S. § 1357(b)(3), until such time as the DSIC is reset pursuant to the provisions of 66 Pa. C.S. § 1358(b)(1).

32. For purposes of this Settlement, Duquesne Light's depreciation rates as filed in its base rate filing will be utilized. The parties to this proceeding continue to disagree about the appropriate depreciation method to be used by the Company, and this Settlement should not be construed as agreement to the methodology. All parties preserve their respective rights to address the depreciation methodology in any future proceeding.

33. Duquesne Light will continue to use normalization accounting with respect to the benefits of the tax repairs and Internal Revenue Code ("IRC") Section 263A deductions. Duquesne Light will reverse EDIT with regard to prior tax repairs and IRC Section 263A deductions pursuant to the Average Rate Assumption Method ("ARAM") used to reverse excess deferred income taxes ("EDIT") associated with accelerated depreciation deductions. The remaining unamortized EDIT balance will continue as a reduction to rate base in all future base rate proceedings until the full amount is returned to ratepayers.

34. Commencing with calendar year 2025, Duquesne Light will deposit into its pension trusts an amount equal to \$10,000,000 per year; provided, however, that contribution(s) in any year in excess of the foregoing may be used on a cumulative basis to satisfy future contribution obligations under this Settlement. The Settlement provides for recovery of the expense component of \$5,000,000 (50% of the average cash contributions) of projected future pension contributions. Issues concerning the effects on rate base of capitalizing the difference between pension contributions and ASC 715 costs are resolved by the revenue requirement provisions of this Settlement. The depreciation expense for book and ratemaking purposes will be based on the ASC 715 capitalized amounts. If Duquesne Light concludes that a contribution less than \$10,000,000

to the pension trust is appropriate, the Company may reduce the pension contribution and will record a regulatory liability on its books of account that is equal to 50% of the reduction to the pension contribution below the level of \$10,000,000. Any regulatory liability recorded will be reduced to the extent of 50% of contributions in excess of \$10,000,000 in subsequent years. If a regulatory liability remains at the time of the Company's next rate proceeding, the regulatory liability amount will be returned to ratepayers as directed in the next base rate proceeding. Duquesne Light shall provide a report and affidavit attesting to the actual contributions to pension trusts during each calendar year. The report and affidavit shall be publicly filed with the Commission, with copies provided to I&E, OCA and OSBA on or before January 31 of the following calendar year, with the first report and affidavit due on or before January 31, 2026.

35. The Company's distribution rate allowance for Other Post-Employment Benefits ("OPEBs") is based upon the estimated ASC 715 cost for the FPFTY of approximately \$50,000 (\$40,257 on a distribution basis), which reflects a two-year normalization of the Net Periodic Benefit Cost for historic and future test year distribution costs. The distribution expense component included in rates is approximately 50% of this estimated cost less the annual effect of the 3-year amortization of the regulatory liability of \$200,000 (\$161,028 on a distribution basis) as explained in Duquesne Light St. No. 2, pp. 42-43, for a net distribution credit of \$201,285. The remaining 50% of actual ASC 715 cost will be the amount to be capitalized on the Company's books. The actual labor capitalization ratio will be used to determine the split between capitalized and expensed amounts. The Company accounts for and funds OPEBs through a Voluntary Employees Beneficiary Associated ("VEBA") trust, into which it will deposit the full amount of annual costs calculated by the Company's actuary pursuant to ASC 715. Retiree OPEBs and administrative costs of maintaining the trusts and/or accounts are paid from amounts deposited in

the trust. The Company accounts for the difference between the net periodic postretirement benefit expense determined annually by the actuary in accordance with ASC 715 and the amount of ASC 715 postretirement benefit expense used to establish rates. That difference is recorded as a regulatory asset or liability and will be expensed or credited in future rate proceedings in determining OPEB expense included in rates.

36. Duquesne Light's jurisdictional separation study of distribution and transmission costs and assets shall be approved for purposes of this case only and shall hold no precedential value in a future distribution base rate proceeding. All parties reserve the right to challenge the jurisdictional separation study in future matters.

37. Duquesne Light will file a Total Company Pennsylvania jurisdictional report showing capital expenditures, plant additions and retirements, by month, for the Future Test Year ("FTY") ending December 31, 2024, and the FPFTY ending December 31, 2025, by July 31 of each of the years following the test years. In Duquesne Light's next base rate proceeding, the Company will prepare a comparison of its actual expenses and rate base additions for the twelve months ending December 31, 2025, to its projections in this case. However, it is recognized by the Parties that this is a black box settlement that is a compromise of the Parties' positions on various issues.

38. The Company shall provide notice and explanation to the Commission when annual dividend payments in the preceding 12 months ended March 31<sup>st</sup> exceed 85% of annual net income of the prior calendar year.

## **B. DUQUESNE LIGHT PROGRAMS**

### **1. UNIVERSAL SERVICE PROGRAMS**

39. The Company will increase its maximum CAP credit thresholds in two stages. First, Duquesne Light will adjust its maximum CAP credits so that 80% of CAP participants are

not expected to meet the maximum CAP credit. Second, Duquesne Light will further adjust its CAP credit thresholds by a percentage equal to the annual average increase in residential rates for each residential rate class (RS, RH, RA) approved through this Settlement. The maximum CAP credit will be calculated as of the effective date of rates in this proceeding. The estimated maximum CAP credit thresholds are as follows:

FPIG	Non-Heating	Electric Heating
0-50%	\$2,100.00	\$2,700.00
50-100%	\$1,600.00	\$2,200.00
100-150%	\$1,100.00	\$1,500.00

40. By March 1, 2025, Duquesne Light agrees to alert CAP customers in writing that have used 75% of their allowable CAP credits that they may be eligible for an exception to the maximum CAP credit. These alerts will also advise customers of their potential eligibility for exemptions, the substance of exemptions, and how to obtain exemptions. These alerts will also inform the customers that they may be eligible for LIURP and/or other efficiency programs to help reduce energy usage, and how to apply for these programs.

41. Duquesne Light will prioritize CAP customers for LIURP services if they exceed 50% of the maximum CAP credits on or before the 5th month of participation in CAP. DLC will perform targeted outreach to this segment of CAP customers through a process developed in conjunction with the Income Eligible Advisory Group (“IEAG”).

42. Duquesne Light agrees to revise its maximum CAP credit exceptions to include all exemptions contained in the Commission’s CAP Policy Statement at 69 Pa. Code 69.265(3)(vi) (Exemptions).

43. CAP customers who meet the exemptions contained in section 69.265(3)(vi) will receive a full exemption to the maximum CAP billing credits until their annual reset date.

44. Within 60 days of a final Order in this proceeding, Duquesne Light will establish a simple, streamlined policy and procedure for how a CAP customer may request an exemption from the maximum CAP credit, and will review this policy and procedure with its IEAG. Duquesne Light will not request information about the nature of either a CAP participant's or their household member's illness or medical condition with regard to a request for an exemption to the maximum CAP credit policy.

45. Duquesne Light will track CAP customers' requests for exemptions to the maximum CAP credits; whether the exemption requests were approved or denied, and reason of denial. DLC will also continue to track the number of CAP participants who reach the maximum CAP credit before the end of the program year, the number of months remaining in the program year, and the number of CAP participants who are payment troubled, who receive a termination notice, and/or who are subject to involuntary termination following exceedance of the maximum CAP credit threshold. This data will be provided to members of DLC's IEAG on an annual basis. All parties expressly reserve the right to propose changes to its CAP maximum credit policy in a future proceeding.

46. Duquesne Light agrees that for purposes of calculating the Universal Service Charge, Rider No. 5, the recoverable CAP discounts will be reduced by the number of CAP participants in excess of 39,046 times the average CAP credit and arrearage forgiveness costs times 10.43%.

47. Duquesne Light will modify its definition of 'confirmed low-income customers' included in its residential tariff to mirror the PUC definition.

48. Duquesne Light will accept a low-income customer's self-certification of income for purposes of the winter moratorium protections.

49. Duquesne Light shall add to each residential tariff under "Special Provisions," a new paragraph with the following language:

A confirmed low-income residential customer or applicant, will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

50. On its Payment Arrangement web page, the Company will offer customers a stand-alone Plain English notice of the customer's right to enter into CAP and an explanation of the advantages of CAP's arrearage forgiveness benefits. Duquesne Light will develop this Plain English notice in collaboration with its IEAG. The Company will also provide this CAP notice on an annual basis to Confirmed Low Income customers 60 days prior to the end of the winter moratorium.

51. Duquesne Light will adopt a procedure under which it will provide a stand-alone Plain English notice to electric heating customers found to be without heating service at the time of the Company's Cold Weather Survey of the customer's right to enter into CAP and an explanation of CAP's arrearage forgiveness benefits. This education should also include a recommendation and information to be provided both about LIHEAP, its benefits and how to apply, as well as Dollar Energy Fund and any other resources that may be available in the community that can also potentially help the customer to get reconnected. Duquesne Light should develop the Plain English notice in collaboration with its IEAG.

52. Duquesne Light will file a Notice within 120 days of the final order in this proceeding to permit auto-recertification of customers in CAP based on LIHEAP data from the Department of Human Services ("DHS").

53. DLC agrees to hold at least one meeting with its IEAG to obtain feedback about the use of DHS LIHEAP data for purposes of autoenrollment into CAP. DLC will file a Petition that includes amended budget projections, identifies a proposed process and timeframe for autoenrollments, and propose any amendments to its USECP which are necessary to facilitate autoenrollments within one-year after the effective date of rates in this proceeding.

54. Duquesne Light shall take three actions regarding requests for cash deposits:

- a. Duquesne Light shall modify its tariff so that it complies with the PUC's regulations. The tariff should reflect the regulatory requirement that a customer is to be exempt from cash security deposits "when the customer provides income documents or other information that they are eligible for state benefits based upon household income eligibility requirements that are consistent with those of the public utility's customer assistance program."
- b. Duquesne Light shall refund any cash security deposit to a customer who is currently categorized as "Confirmed Low-Income," consistent with the revised tariff definition outlined above. By definition, under the PUC's regulations, a Confirmed Low-Income customer is a customer who the Company has received information sufficient to give rise to a reasonable belief that the customer is low-income.
- c. Duquesne Light shall include in its tariff language indicating that it may apply an existing security deposit for CAP and CLI customers to the account balance only with the customer's informed consent. As part of obtaining this informed consent, Duquesne Light must explain to the customer how applying the security deposit to the account balance would impact the

customer's monthly bill, and the right of the customer to request a direct refund of any security deposit paid.

55. The maximum Hardship Fund grant will be increased from \$500 to \$600.

56. DLC will contribute \$350,000 per year in shareholder funding to its Hardship Fund for 2025, 2026 and 2027. Any unspent funds should be rolled over and added to the budget for the following year.

57. Duquesne Light agrees to increase its existing Smart Comfort Low Income Usage Reduction Program (LIURP) budget by \$300,000 per year resulting in a total annual budget of \$3.753M, which will be recovered through Rider No. 5 – Universal Services Charge. The Company will continue to carry over any unspent LIURP funds from the previous program year and add it to the budget for the following program year. The Parties reserve the right to propose an amended LIURP budget in future proceedings.

58. Within 6 months of the final order in this proceeding, DLC will review its LIURP baseload measures with members of its IEAG and identify additional LIURP measures for inclusion in baseload jobs.

59. Duquesne Light will waive the high usage requirement for participation in LIURP for CAP customers that have exceeded 75% of their maximum CAP credit discount limit where consumption reduction opportunities exist.

60. Following the final approved rates, Duquesne Light will recalculate the overall USECP budget forecast based on all changes noted in this section and circulate with relevant stakeholders.

**2. TRANSPORTATION ELECTRIFICATION PORTFOLIO AND LOAD MANAGEMENT**

61. Duquesne Light’s proposed Transportation Electrification (“TE”) Portfolio, as described in DLC Statement No. 6, is resolved as follows.

62. The Community, Fleet and Transit Pilot is approved with the following modifications:

- i. The Company will target that 35% of the Community, Fleet & Transit Pilot will be in or serving Electric Mobility Priority Area projects.
- ii. The Company’s proposal to provide Make-Ready Rebates will be withdrawn. An additional \$500,000 will be added to the annual Make-Ready Construction Pathway budget.

63. The Company’s EV only TOU proposal is withdrawn.

64. The Company’s whole home EV TOU proposal is adopted with following rate factors that will be applied to the kWh distribution rate for the residential classes. The factors are the result of compromise and are not precedential in future proceedings. The revised EV TOU proposal will continue until the effective date of rates in the Company’s next base rate proceeding. The Company will report on the pilot results consistent with its TE reporting requirements below.

<b>Period</b>	<b>Residential Classes</b>
On-Peak	1.2036
Off-peak	0.9629

65. The Managed Home Charging Pilot is approved.

66. The Awareness, Education, and Engagement activities are approved.

67. The Electric Fleet Advisory Service is approved.

68. The EV Registration Incentive is approved.

69. Within 120 days of a final order in this proceeding, and at least once annually for the duration of Duquesne Light's approved TE Portfolio, Duquesne Light will convene a collaborative working group, including the parties to this proceeding and other interested stakeholders, to discuss the TE Portfolio, including progress on serving low-income customers and Electric Mobility Priority Areas.

70. Duquesne Light will consult with stakeholders to develop an evaluation plan for approved rate options and pilots that will be submitted as a compliance filing within six months after a final order in this proceeding. The evaluation and measurement plan will include, at a minimum:

- i. Progress on efforts to equitably apportion the TE Portfolio.
- ii. The number of Community, Fleet & Transit charging stations installed broken down by year, customer site host type, project cost, kWh utilized, distribution revenue from charging stations, environmental impacts from charging station usage and Electric Mobility Priority Area designation.
- iii. The number of customers enrolled in the Managed Home Charging Pilot by year, event participation, event impact and EV charging load curves.
- iv. EV TOU Distribution Rate Pilot customer enrollment, bill impacts, energy usage shifted and EV charging load curves.
- v. A description of Awareness, Education, and Engagement efforts including budget, channel, activities with low-income customers and/or Electric Mobility Priority Area focus, and results, by year.

- vi. The number of customers that participated in the Electric Fleet Advisory Service, entity type, fleet vehicles evaluated, and cost of ownership savings identified, by year.
- vii. The number of customers that participated in the EV Registration Incentive per year, broken down by Federal Poverty Level ranges, confirmed low-income and CAP customers. Customers will be given the option to provide their household income during the EV Registration Incentive application process, but will not be required to provide household income as a condition of participation.
- viii. An assessment of low income participation in each TE program as reasonably possible, including an evaluation of (1) low income participation by FPL range; (2) barriers to low income participation; and (3) proposals to remediate barriers to low income participation.

71. Within 6 months of the final order in this proceeding, DLC will work with its IEAG to develop and implement a plan for low income engagement in TE initiatives, with the goal of facilitating access for low income customers.

72. Within 6 months of the final order in this proceeding, DLC will work with interested stakeholders to explore development of a new EV distribution rate specifically for public-facing EV chargers for possible inclusion in its next general distribution base rate case.

### **3. OTHER RIDERS AND TARIFF MODIFICATIONS**

73. Duquesne Light's proposed Community Development Rider, as described in DLC Statement No. 14 and memorialized as Rider No. 19 in Duquesne Light Exhibit No. DBO-1, is approved.

74. The Behavior Demand Response pilot as described in DLC Statement No. 4 is approved.

75. In its next base rate proceeding, the Company will provide a schedule that shows each participating customer, the effective date of the contract signed by each customer, the discounted rate and annual revenue, and the rates and annual revenues that would be generated by each customer at full tariff rates.

#### **4. BUILDING ELECTRIFICATION PROGRAM**

76. The Company's Building Electrification ("BE") Program is modified to include only the following components and related costs as set forth in Duquesne Light St. No. 5, p. 30: Awareness, Education & Engagement ("AEE"), and Workforce Development & Contractor Network. The Low Income Housing Provider Program is approved with a budget not to exceed \$100,000 per year. The Low Income Housing Provider Program is a three year pilot beginning in January 2025 through December 2027. The costs for these components are included in the revenue requirement set forth in Paragraph 28 above.

77. The Company agrees to withdraw the Customer Incentives component, including related rebates/incentives, of the BE Program as set forth in Duquesne Light St. No. 5, p. 30.

78. DLC will develop a process through its AEE for connecting low income customers with local, state, and federal programs that may support home efficiency, weatherization, beneficial electrification, and home health and safety repairs to help improve home health and reduce energy burden.

#### **C. REVENUE ALLOCATION AND RATE DESIGN**

79. The revenue allocation to each class at the net settlement increase of \$53 million is reflected in **Appendix B**. This revenue allocation is a "black box" agreement representing a

compromise among the parties' filed revenue allocation proposals and it does not reflect any agreement among the Settling Parties regarding the appropriate cost allocation methodology.

80. The fixed monthly customer charge for Rates RS, RA, RH will be \$13.00 per month.

81. Consistent with DLC Statement No. 14, Rate Schedule RA will be closed to new customers, frozen to existing customers, and will be sunset by calendar year 2030.

**D. CUSTOMER SERVICE**

82. The Company shall develop its internal protocols for a regular and proper root cause analysis of its complaint trends, both for internal disputes and BCS informal complaints that document infractions and verified violations.

83. The Company will develop and implement detailed training programs to ensure compliance with the Commission's specific regulations relating to personal contact, particularly with respect to the obligation to attempt personal contact "immediately" prior to actual termination of service. This compliance filing and detailed implementation plan should be filed within 3 months of a final order in this proceeding after consultation and review by stakeholders.

84. Duquesne Light agrees to educate customers who purchase HomeServe or other non-basic services billed by the Company about the 1) definition of non-basic service, 2) the relationship between non-basic and basic services and, 3) related customer protections. Educational materials shall be provided in plain language via marketing materials, customer enrollment portal or other appropriate delivery channels best suited to ensure transparency, enhance customer comprehension and considering customer communication preferences. The Company agrees to provide the proposed language changes/additions to the parties in this case for comment and discussion prior to implementing these changes.

85. Duquesne Light agrees to hold an annual meeting with the parties to this proceeding to discuss the Company's progress improving customer service performance, including but not limited to disputes, complaints, infractions, decreased call abandonment rates, and increased call answer rates. The Company agrees to provide the parties with public information related to its continuous improvement and corrective action efforts and outcomes in a written report at least 30 days prior to the annual meeting until its next distribution base rate filing. As part of this continuous improvement effort, the Company will endeavor to focus on reductions in the abandonment rate to the average level of 9% or less as delivered by other Pennsylvania EDCs, and maintaining an 80% call answering rate. The Company further agrees to consider parties suggestions in good faith and incorporate reasonable recommendations as appropriate in the Company's sole discretion. The Company will submit the final informational report to the Commission's Bureau of Consumer Services annually by December 31st. The Company's management retains all rights to make final determinations about Company policies, procedures and operations. All parties reserve the right to challenge the Company's customer service performance in future proceedings

**E. ELECTRIC SAFETY**

86. DLC will continue the advanced microprocessor relay research in their distribution applications to electrically detect and effectively isolate energized primary distribution lines that have fallen and remain energized.

87. DLC will continue its process to remove, refurbish, and reinstall transformers that have not reached the end of their useful life in an effort to mitigate the supply chain restraints.

88. DLC will take steps to eliminate direct charges to customers for its Make Safe program where reasonably possible.

### **III. THIS SETTLEMENT IS IN THE PUBLIC INTEREST**

89. This Settlement was achieved by the Joint Petitioners after an extensive investigation of Duquesne Light's filing, including extensive informal and formal discovery and the filing of direct, rebuttal, surrebuttal and rejoinder testimony by a number of the Joint Petitioners.

90. The Settlement rates will allocate the agreed upon revenue increase to each customer class in a manner that is reasonable given the rate structure and cost of service positions advanced in the testimony and exhibits of the various parties.

91. Proposed Findings of Fact, Conclusions of Law and Ordering Paragraphs are attached as **Appendix E**.

92. Statements in Support of the Settlement setting forth the basis upon which the Joint Petitioners consider the Settlement to be in the public interest are attached as **Appendices F – L**.

### **IV. ADDITIONAL TERMS AND CONDITIONS**

93. The Settlement is conditioned upon the Commission's approval of the terms and conditions contained herein without modification. If the Commission modifies the Settlement, then any Joint Petitioner may elect to withdraw from this Settlement and may proceed with litigation and, in such event, this entire Settlement shall be void and of no effect. Such election to withdraw must be made in writing, filed with the Secretary of the Commission and served upon all parties within five (5) business days after the entry of an Order modifying the Settlement.

94. This Settlement is proposed by the Joint Petitioners to settle all issues among them in the instant proceeding. If the Settlement is not approved, the Joint Petitioners reserve their respective rights to conduct further hearings, including further cross-examination, and briefing. The Settlement is made without any admission against, or prejudice to, any position which any

Joint Petitioner may adopt in the event of any subsequent litigation of this proceeding or in any other proceeding.

95. The Joint Petitioners acknowledge and agree that this Settlement, if approved, shall have the same force and effect as if the Joint Petitioners had fully litigated this proceeding resulting in the establishment of rates that are Commission-made, just and reasonable.

96. The Joint Petitioners acknowledge that this Settlement reflects a compromise and does not necessarily reflect any Party's position with respect to any issues raised in this proceeding. The Joint Petitioners agree that this Settlement shall not constitute or be cited as precedent in any other proceeding, except to the extent required to implement this Settlement.

97. This Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner which is fair and reasonable. The Settlement is presented without prejudice to any position which any of the parties may have advanced and without prejudice to the position any of the parties may advance in the future on the merits of the issues in future proceedings except to the extent necessary to effectuate the terms and conditions of the Settlement. This Settlement does not preclude the parties from taking other positions in proceedings of other public utilities under Section 1308 of the Public Utility Code, 66 Pa.C.S. § 1308, or any other proceeding.

98. Each term and condition set forth in this Joint Petition, whether or not set out in a numbered paragraph, shown in a table or other graphic presentation, bolded, italicized, or otherwise emphasized, or set forth in the body, a footnote, a parenthetical, an appendix, an exhibit, or otherwise, is material consideration to the entry into this Settlement by the signatory parties.

99. A copy of the Settlement is being served upon the customer complainants.

100. If the ALJ adopts this Settlement without modification in the Recommended Decision, the Joint Petitioners waive their rights to file exceptions as to issues resolved by the Settlement.

V. CONCLUSION

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request:

1. That Deputy Chief Administrative Law Judge Mark A. Hoyer recommend and that the Pennsylvania Public Utility Commission approve this Settlement, including all the terms and modifications thereof, without modification;
2. That the investigation into this matter be terminated and the matter marked closed; and
3. That the Commission issue an Order terminating the proceeding, and authorizing Duquesne Light to file pro forma the tariff supplement attached as **Appendix A** hereto to become effective for service on and after December 20, 2024.

Respectfully Submitted,



Date: August 16, 2024

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*Carrie B Wright*

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8/16/2024

Date: \_\_\_\_\_

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*/s/ Sharon E. Webb*

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# **APPENDIX A**



# SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

**DUQUESNE LIGHT COMPANY**

411 Seventh Avenue

Pittsburgh, PA 15219

**Kevin E. Walker**

**President and Chief Executive Officer**

ISSUED:

EFFECTIVE:

Filed at Docket No. R-2024-3046523

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# NOTICE

**THIS TARIFF SUPPLEMENT ADDS PAGES AND RIDERS, MAKES CHANGES TO THE TABLE OF CONTENTS, RULES AND REGULATIONS, RATE SCHEDULES, RIDER MATRIX, RIDERS, AND APPENDIX A AND MAKES INCREASES TO THE RATES CONTAINED IN THE RATE SCHEDULES AND RIDERS.**

**See Page Two**

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES****Table of Contents****Ninth Revised Page No. 3  
Cancelling Seventh and Eighth Revised Pages No. 3**

List of Modifications – Original Page No. 2A through Original Page No. 2J have been added to Tariff No. 25 in order to accommodate the noted modifications and, therefore, the Table of Contents has been updated to reflect the additional pages.

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 4 - Electric Vehicle Time-of-Use Distribution Rate Pilot, First Revised Page No. 92A through First Revised Page No. 92B have been added to Tariff No. 25 and, therefore to the Table of Contents.

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 7 - Residential Managed Charging Pilot, First Revised Page No. 97A has been added to Tariff No. 25 and, therefore to the Table of Contents.

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 23 – Behavioral Load Management Pilot, First Revised Page No. 141A and First Revised Page No. 141B have been added to Tariff No. 25 and, therefore, to the Table of Contents.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 3 – Application****Third Revised Page No. 6  
Cancelling First and Second Revised Pages No. 6**

Under Rule No. 3 – Application, 120/208 volts, 3 wire was moved from the “legacy” standard service section back to the standard nominal service delivery voltages section.

Under Rule No. 3 – Application, 480 volts, 2 wire was moved from the standard nominal service delivery voltages section to the “legacy” standard service section.

Under Rule No. 3, language was removed and added in regard to the effective dates of the revisions.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 3.1 – Definitions****Third Revised Page No. 7  
Cancelling Second Revised Page No. 7**

A definition for “Confirmed Low-Income Residential Account” has been added to Tariff No. 25.

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES – (Continued)****Rules and Regulations – The Electric Service Tariff  
Rule No. 3.1 – Definitions****First Revised Page No. 8  
Cancelling Original Page No. 8**

Language has been modified to correct Definition No. 14 - Electric Generation Supplier. When creating Tariff No. 25 (Order Entered November 14, 2019, at Docket No. R-2019-3013287) the definition was not copied over to Original Page No. 8 correctly.

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 3.1 – Definitions****First Revised Page No. 9  
Cancelling Original Page No. 9**

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 5 – Deposits and Advance Payments****First Revised Page No. 10  
Cancelling Original Page No. 10**

Language has been added to Rule No. 5 to clarify when a residential customer is exempt from paying a cash security deposit.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 5 – Deposits and Advance Payments****Third Revised Page No. 11  
Cancelling Second Revised Page No. 11**

Language from Rule No. 5 that was previously located at the bottom of Second Revised Page No. 11, Cancelling Original and First Revised Pages No. 11 has been moved to First Revised Page No. 12, Cancelling Original Page No. 12.

**Rules and Regulations – The Electric Service Tariff  
Rule No. 5 – Deposits and Advance Payments****First Revised Page No. 12  
Cancelling Original Page No. 12**

Language has been added to Rule No. 5 to clarify when the Company may apply an existing security deposit to the account balance of Customer Assistance Program (“CAP”) and Confirmed Low-Income (“CLI”) customers.

Language from Rule No. 5 that was previously located at the bottom of Second Revised Page No. 11, Cancelling Original and First Revised Pages No. 11 has been moved to First Revised Page No. 12, Cancelling Original Page No. 12.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)**Rules and Regulations – Installation of Service  
Rule No. 6.1 – Service Point****Fourth Revised Page No. 13  
Cancelling Second and Third Revised Pages No. 13**

Under the “Service Point” column in Rule No. 6.1, language has been inserted to add clarity for 1-phase underground connections not covered in Rule No. 13.2 - Underground Electric Service in New Residential Developments (“URDs”):

Language has been added to ensure that the definition of Service Point aligns with alternative service point needs for Transportation Electrification Program offerings for customers.

The “A. Definitions” language and the “(1) Contractor cost” definition that was previously located at the bottom of Second Revised Page No. 13, Cancelling Original and First Revised Pages No. 13 has been moved to the top of Third Revised Page No. 14, Cancelling Second Revised Page No. 14.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****Fourth Revised Page No. 14  
Cancelling Second and Third Revised Pages No. 14**

The “A. Definitions” language and the “(1) Contractor cost” definition language that was previously located at the bottom of Second Revised Page No. 13, Cancelling Original and First Revised Pages No. 13 has been moved to the top of Third Revised Page No. 14, Cancelling Second Revised Page No. 14.

Under the “Definitions” Section of Rule No. 7 – Supply Line Extensions, a new Definition No. 6 - Contribution In Aid of Construction (“CIAC”) has been added to define a non-refundable CIAC.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****Fourth Revised Page No. 14  
Cancelling Second and Third Revised Pages No. 14**

Under the “Definitions” Section of Rule No. 7 – Supply Line Extensions, current Definition No. 6 – Income Tax has been renamed to Definition No. 7 – Income Tax in order to accommodate the addition of the Contribution In Aid of Construction (“CIAC”) definition.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****First Revised Page No. 14A  
Cancelling Original Page No. 14A**

Original Page No. 14A has been added to Tariff No. 25 in order to accommodate the language added for the CIAC definition under the “Definitions” Section of Rule No. 7 – Supply Line Extensions.

Language that referenced a refundable CIAC has been replaced with language referencing “cash advance” to clarify and reflect current business practice.

Language that acknowledged costs that are borne by the customer that had been removed in the Company’s 2018 Rate Case at Docket No. R-2018-3000124 has been added back into Rule No. 7 – Supply Line Extensions, B. Overhead Areas – (Continued) to clarify and reflect current business practice.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****Fourth Revised Page No. 15  
Cancelling Second and Third Revised Pages No. 15**

Language that referenced a refundable CIAC has been replaced with language referencing “cash advance” to clarify and reflect current business practice.

The “D. Rights-of-Way” language that was previously located at the bottom of Second Revised Page No. 15, Cancelling Original and First Revised Pages No. 15 has been moved to the middle of Original Page No. 15A.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****First Revised Page No. 15A  
Cancelling Original Page No. 15A**

Language that acknowledged costs that are borne by the customer that had been removed in the Company’s 2018 Rate Case at Docket No. R-2018-3000124 has been added back into Rule No. 7 – Supply Line Extensions, C. Underground Areas – (Continued) to clarify and reflect current business practice.

The “D. Rights-of-Way” language that was previously located at the bottom of Second Revised Page No. 15, Cancelling Original and First Revised Pages No. 15 has been moved to the middle of Original Page No. 15A.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****Fourth Revised Page No. 16  
Cancelling Second and Third Revised Pages No. 16**

In the “E. Revenue Guarantees” section, language has been added to clarify and reflect current business practice.

Item No. F. has been renamed to “Cash Advance” and language has been updated to reflect “cash advance” throughout the section to clarify and reflect current business practice.

**Rules and Regulations – Installation of Service  
Rule No. 7 – Supply Line Extensions****Second Revised Page No. 17  
Cancelling Original and First Revised Pages No. 17**

Item No. F. has been renamed to “Cash Advance” and language has been updated to reflect “cash advance” throughout the section to clarify and reflect current business practice.

**Rules and Regulations – Installation of Service  
Rule No. 8 – Nonstandard Service****Second Revised Page No. 17  
Cancelling Original and First Revised Pages No. 17**

Language has been added to clarify and reflect current business practice.

Rule No. 9 Relocations of Facilities, A. Pole Removal or Relocation for Residential Customers language that was previously located at the bottom of Original Page No. 17 has been moved to the bottom of Original Page No. 17A in order to accommodate the addition of new Rule No. 8.1 Customer-Generator Pre-Application and new Rule No. 8.2 Large Load Study Deposit.

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES – (Continued)****Rules and Regulations – Installation of Service  
Rule No. 8.1 – Customer-Generator Pre-Application****First Revised Page No. 17A  
Cancelling Original Page No. 17A**

New Rule No. 8.1 Customer-Generator Pre-Application has been added to the tariff to clarify and reflect the pre-application process for a potential interconnection project.

**Rules and Regulations – Installation of Service  
Rule No. 8.2 – Large Load Study Deposit****First Revised Page No. 17A  
Cancelling Original Page No. 17A**

New Rule No. 8.2 Large Load Study Deposit has been added to the tariff to clarify and reflect that a load study may be required to establish service in certain instances.

**Rules and Regulations – Installation of Service  
Rule No. 9 – Relocations of Facilities****First Revised Page No. 17A  
Cancelling Original Page No. 17A**

Rule No. 9 Relocations of Facilities, A. Pole Removal or Relocation for Residential Customers language that was previously located at the bottom of Original Page No. 17 has been moved to the bottom of Original Page No. 17A in order to accommodate the addition of new Rule No. 8.1 Customer-Generator Pre-Application and new Rule No. 8.2 Large Load Study Deposit.

**Rules and Regulations – Installation of Service  
Rule No. 17 – Power Quality****Fifth Revised Page No. 26  
Cancelling Third and Fourth Revised Pages No. 26**

Rule No. 17 Fluctuations and Unbalances has been renamed to “Power Quality” to clarify and reflect current business practice.

Language in Rule No. 17 Power Quality has been updated to reference how power quality issues will be addressed in order to clarify and reflect current business practice.

**Rate RS – Residential Service****First Revised Page No. 39  
Cancelling Original Page No. 39****Rate RH – Residential Service Heating****First Revised Page No. 42  
Cancelling Original Page No. 42**

Language has been added under “Special Provisions,” regarding applicant and customer protections.

**Rate RA – Residential Service Add-On Heat Pump****Fourth Revised Page No. 43  
Cancelling Second and Third Revised Pages No. 43**

Language has been added to reflect that effective January 1, 2025, Rate RA will no longer be available to new customers or applicants, or to new installations for existing customers.

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES – (Continued)****Rate RA – Residential Service Add-On Heat Pump****First Revised Page No. 45  
Cancelling Original Page No. 45**

Language has been added under “Special Provisions,” regarding applicant and customer protections.

**Rate GMH – General Service Medium Heating****Fourth Revised Page No. 50  
Cancelling Second and Third Revised Pages No. 50**

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GMH – General Service Medium Heating****Fourth Revised Page No. 51  
Cancelling Second and Third Revised Pages No. 51**

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GLH – General Service Large Heating****Fourth Revised Page No. 56  
Cancelling Second and Third Revised Pages No. 56**

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GLH – General Service Large Heating****Fourth Revised Page No. 57  
Cancelling Second and Third Revised Pages No. 57**

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate HVPS – General Service Large Heating****Second Revised Page No. 65  
Cancelling Original and First Revised Pages No. 65**

Language has been removed to clarify and reflect current business practice.

**Rate PAL – Private Area Lighting****Fourth Revised Page No. 82  
Cancelling Second and Third Revised Page No. 82**

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule.

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES – (Continued)****Standard Contract Riders – Rider Matrix****Fifth Revised Page No. 87  
Cancelling Third and Fourth Revised Pages No. 87**

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix.

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

Rider No. 7 – Residential Managed Charging Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

“Continued on” language has been updated to reflect page revision.

**Standard Contract Riders – Rider Matrix****Third Revised Page No. 87A  
Cancelling First and Second Revised Pages No. 87A**

Rider No. 21 – Net Metering Service has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix.

Rider No. 23 – Behavioral Load Management Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

**Rider No. 4 – Electric Vehicle Time-of-Use Distribution  
Rate Pilot****Fourth Revised Page No. 92  
Cancelling Second and Third Revised Pages No. 92****First Revised Page No. 92A  
Cancelling Original Page No. 92A****First Revised Page No. 92B  
Cancelling Original Page No. 92B**

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 to allow for a limited number of eligible customers the option to enroll in WholeHome distribution time-of-use service.

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****CHANGES – (Continued)****Rider No. 5 – Universal Service Charge****Fourth Revised Page No. 94  
Cancelling Second and Third Revised Pages No. 94**

The CAP participation level has been reset as per the provisions of Rider No. 5 – Universal Service Charge.

Language has been added to clarify that the annual estimated Calculation of Charge, specific to recoverable CAP discounts, will be based on the average number of CAP participants during the Computation Year.

**Rider No. 7 – Residential Managed Charging Pilot****Fourth Revised Page No.97  
Cancelling Second and Third Revised Pages No. 97****First Revised Page No. 97A  
Cancelling Original Page No. 97A**

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 to offer eligible residential customers the opportunity to enroll in a managed charging pilot and receive an incentive to reduce their electric vehicle charging during Peak Demand Events.

**Rider No. 8 – Default Service Supply****Tenth Revised Page No. 101  
Cancelling Ninth Revised Page No. 101**

Two wattage options (70 Watt and 150 Watt) have been removed from the “Flood-Lighting – Unmetered” Lighting Section of Rider No. 8 as they are no longer available/offered.

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule and, subsequently, to Rider No. 8.

**Rider No. 10 – State Tax Adjustment****Tenth Revised Page No.112  
Cancelling Eighth and Ninth Revised Pages No. 112**

Rider No. 10 – State Tax Adjustment has been modified to reflect that Part 1 of the STAS has been set to zero.

**Rider No. 16 – Service to Non-Utility Generating Facilities****Third Revised Page No. 124A  
Cancelling First and Second Revised Pages No. 124A**

Language has been modified to clarify customer requirements.

**Rider No. 19 – Community Development for New Load****Fourth Revised Page No. 128  
Cancelling Second and Third Revised Pages No. 128****Third Revised Page No. 128A  
Cancelling First and Second Revised Pages No. 128A**

Language has been modified to reflect updated discount periods and incentives for eligible customers to move and/or expand their operations within the Company’s service territory.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)**Rider No. 22 – Distribution System Improvement Charge****Twenty-Fourth Revised Page No. 137  
Cancelling Twenty-Third Revised Page No. 137**

Rider No. 22 – Distribution System Improvement Charge (“DSIC”) has been modified to reflect that it has been set to zero.

**Rider No. 23 – Behavioral Load Management Pilot****First Revised Pages No. 141A-141B  
Cancelling Original Pages No. 141A-141B**

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 to offer up to 7,500 eligible customers an opportunity to enroll in a peak demand pilot program and receive an incentive to reduce their consumption during peak events.

**Appendix A – Transmission Service Charges****Seventh Revised Page No. 142  
Cancelling Sixth Revised Page No. 142**

Language has been revised to reflect that May through October will be the Summer Billing Months.

**Appendix A – Transmission Service Charges****Eighth Revised Page No. 143  
Cancelling Seventh Revised Page No. 143**

Two wattage options (70 Watt and 150 Watt) have been removed from the “Flood-Lighting – Unmetered” Lighting Section of Appendix A as they are no longer available/offered.

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule and, subsequently, to Appendix A.

INCREASES**Rate RS – Residential Service****Fourth Revised Page No. 38  
Cancelling Second and Third Revised Pages No. 38****Rate RH – Residential Service Heating****Fourth Revised Page No. 40  
Cancelling Second and Third Revised Pages No. 40****Rate RA – Residential Service Add-On Heat Pump****Fourth Revised Page No. 43  
Cancelling Second and Third Revised Pages No. 43****Rate GS/GM – General Service Small and Medium****Fourth Revised Page No. 46  
Cancelling Second and Third Revised Pages No. 46**

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**LIST OF MODIFICATIONS MADE BY THIS TARIFF****INCREASES – (Continued)**

<b>Rate GMH – General Service Medium Heating</b>	<b>Fourth Revised Page No. 50 Cancelling Second and Third Revised Pages No. 50</b>
	<b>Fourth Revised Page No. 51 Cancelling Second and Third Revised Pages No. 51</b>
<b>Rate GL – General Service Large</b>	<b>Fourth Revised Page No. 53 Cancelling Second and Third Revised Pages No. 53</b>
<b>Rate GLH – General Service Large Heating</b>	<b>Fourth Revised Page No. 56 Cancelling Second and Third Revised Pages No. 56</b>
	<b>Fourth Revised Page No. 57 Cancelling Second and Third Revised Pages No. 57</b>
<b>Rate GL – Large Power Service</b>	<b>Fourth Revised Page No. 59 Cancelling Second and Third Revised Pages No. 59</b>
<b>Rate HVPS – High Voltage Power Service</b>	<b>Fourth Revised Page No. 62 Cancelling Second and Third Revised Pages No. 62</b>
<b>Rate AL – Architectural Lighting Service</b>	<b>Fourth Revised Page No. 66 Cancelling Second and Third Revised Pages No. 66</b>
<b>Rate SE – Street Lighting Energy</b>	<b>Fourth Revised Page No. 69 Cancelling Second and Third Revised Pages No. 69</b>
<b>Rate SM – Street Lighting Municipal</b>	<b>Fourth Revised Page No. 70 Cancelling Second and Third Revised Pages No. 70</b>
	<b>Fourth Revised Page No. 71 Cancelling Second and Third Revised Pages No. 71</b>
	<b>Fourth Revised Page No. 72 Cancelling Second and Third Revised Pages No. 72</b>
<b>Rate SH – Street Lighting Highway</b>	<b>Fourth Revised Page No. 76 Cancelling Second and Third Revised Pages No. 76</b>

LIST OF MODIFICATIONS MADE BY THIS TARIFF

INCREASES – (Continued)

Rate UMS – Unmetered Service

Fourth Revised Page No. 80  
Cancelling Second and Third Revised Pages No. 80

Rate PAL – Private Area Lighting

Fourth Revised Page No. 82  
Cancelling Second and Third Revised Pages No. 82

Fourth Revised Page No. 84  
Cancelling Second and Third Revised Pages No. 84

Rider No. 16 – Service to Non-Utility Generating Facilities

Fifth Revised Page No. 124  
Cancelling Third and Fourth Revised Pages No. 124

Third Revised Page No. 124A  
Cancelling First and Second Revised Pages No. 124A

Unit prices have changed resulting in increases.

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(C) – Indicates Change

ISSUED:

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(C)

**RULES AND REGULATIONS**

**THE ELECTRIC SERVICE TARIFF**

**1. FILING AND POSTING** A copy of the Tariff, comprising of the Rules and Regulations, Rates and Riders, and governing electric service, is filed with the Pennsylvania Public Utility Commission. A copy of the Tariff may be obtained by calling, e-mailing or writing the Company’s business office. The Tariff may also be accessed at www.duquesnelight.com and is posted and open to inspection at the offices of the Company where payments are made by customers.

**2. REVISIONS** The tariff is subject to such change and modification as may be made from time to time in the manner prescribed by the Public Utility Law. If any rate for electric service is increased, the affected customer shall have the option of discontinuing service, but shall be obligated to pay the increased rate from the effective date thereof until service has been discontinued.

**2.1 RULES AND REGULATIONS** The Rules and Regulations, filed as part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable. The obligations imposed on customers in the Rules and Regulations apply as well to everyone receiving service unlawfully and to unauthorized use of service.

**2.2 STATEMENT BY AGENTS** No representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

**3. APPLICATION** Rates of the tariff apply only to the Company's Standard Service delivered from overhead supply lines except in certain restricted areas where the Company is required to provide underground distribution. Riders of the tariff amend or modify the terms governing the electric service under the rates to which they apply. Effective January 1, 2025, Standard Service is alternating current of sixty cycles frequency, conforming as to voltage and phase with the following list of standard nominal service delivery voltages. (C)

<u>SINGLE-PHASE</u>	<u>THREE-PHASE</u>		
120/208 volts, 3 wire	120/208 volts, 4 wire	23,000 volts, 3 wire	(C)
120/240 volts, 3 wire	277/480 volts, 4 wire	13,200/23,000 volts, 4 wire	
13,200 volts, 2 wire	2,400 volts, 3 wire	138,000 volts, 3 wire	(C)
240/480 volts, 3 wire	2,400/4,160 volts, 4 wire		

For service installations completed prior to December 29, 2018, Standard Service may include the delivery voltages listed above as well as the following list of standard nominal service delivery voltages, as applicable.

<u>SINGLE-PHASE</u>	<u>THREE-PHASE</u>	
120 volts, 2 wire	230 volts, 3 wire	
230 volts, 2 wire	460 volts, 3 wire	(C)
460 volts, 2 wire	11,500 volts, 3 wire	
480 volts, 2 wire <sup>(1)</sup>	69,000 volts, 3 wire	
230/460 volts, 3 wire	345,000 volts, 3 wire	(C)
2,400 volts, 2 wire		
23,000 volts, 2 wire		

<sup>(1)</sup> For service installations completed prior to January 1, 2025, Standard Service may include this delivery voltage. (C)

**RULES AND REGULATIONS – (Continued)****THE ELECTRIC SERVICE TARIFF – (Continued)****3. APPLICATION – (Continued)**

The supply of electricity may be provided by the Company or by an alternative Electric Generation Supplier (“EGS”). Rates for the supply of electricity shall apply per applicable tariffs of the Company or the EGS.

**3.1 DEFINITIONS**

- (1) **Aggregator or Market Aggregator** – An entity, licensed by the Commission, which purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- (2) **Applicant** – An entity that applies for service provided by the Company. With respect to residential applicants, “applicant” means a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term does not include a person who, within thirty (30) days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the Company.
- (3) **Basic Services** – The services necessary for the physical delivery of electricity service such as supply, including default service, transmission and distribution. Unless directed otherwise, “electric service” or “service” used throughout this tariff have the same meaning.
- (4) **Bill Ready** – A form of consolidated billing where Duquesne Light provides a customer’s usage to its electric generation supplier (“EGS”) and the EGS then calculates the customer’s charges and sends the line item(s) back to the Company to be presented on the supplier portion of the bill.
- (5) **Broker or Marketer** – An entity, licensed by the Commission, which acts as an agent or intermediary in the sale and purchase of electric energy but does not take title to electric energy.
- (6) **Commission** – The Pennsylvania Public Utility Commission.
- (7) **Company** – Duquesne Light Company.
- (8) **Confirmed Low-Income Residential Account** – Accounts where the EDC has obtained information that would reasonably place the customer in a low-income designation. (C)
- (9) **Customer** – Any person, partnership, association, corporation or other legal entity lawfully receiving service from the Company. Unless indicated otherwise, “retail customer” and “customer” used throughout this tariff shall have the same meaning. A residential customer is a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property of which the residential utility service is requested. The term includes a person who, within thirty (30) days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility. (C)
- (10) **Default Service** – The Company will provide electricity to the customer in the event that a customer: 1) elects not to obtain electricity from an EGS; 2) elects to have the Company supply electricity after having previously purchased electricity from an EGS; 3) contracts with an EGS who fails to supply electricity, or 4) has been returned to Default Service by the EGS under circumstances as described in Rule No. 45.2 of this tariff. (C)

**(C) – Indicates Change****ISSUED:****EFFECTIVE:**

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**RULES AND REGULATIONS – (Continued)****THE ELECTRIC SERVICE TARIFF – (Continued)****3.1 DEFINITIONS - (Continued)**

- (11) **Direct Access** – The right of EGSs and retail customers to utilize and interconnect with the electric transmission and distribution system of the Company on a non-discriminatory basis at rates and terms and conditions of service comparable to the Companies’ own use of the system to transport electricity from any generator of electricity to any retail customer. (C)
- (12) **Distribution Charges** – Basic service charges for delivering electricity over a distribution system (e.g. wires, transformers, substations and other equipment) to the home or business from the transmission system. The distribution charge is regulated by the Commission. These charges include basic service under 52 Pa. Code §56.15 (4) (relating to billing information) and Riders, as applicable. (C)
- (13) **Electric Distribution Company (“EDC”)** – An entity, including Duquesne Light Company (“Company”), owning and providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving such building or facility and that supply electric power and other related electric power services to occupants of the building or facility. (C)
- (14) **Electric Generation Suppliers (“EGS”)** – A person or corporation, including municipal corporation, which provides service outside its municipal limits except to the extent provided prior to January 1, 1997. This includes brokers and marketers, aggregators or any other entities that sell to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company. The term excludes building or facility owner/operators that manage the internal distribution system for the building or facility and that supply electric power and other related power services to occupants of the building or facility. The term also excludes electric cooperative corporations except as provided in 15 Pa. C.S. Ch. 74 (relating to generation choice for customers of electric cooperatives). (C)  
(C)
- (15) **Electricity Provider** – The term refers collectively to the EDC, EGS, electricity supplier, marketer, aggregator and/or broker, as well as any third party acting on behalf of these entities. (C)
- (16) **Non-Basic Services** – Optional recurring services which are distinctly separate and clearly not required for the physical delivery of electric service. (C)
- (17) **PJM** – PJM Interconnection, L.L.C. (C)
- (18) **PJM Tariff** – The PJM Open Access Transmission Tariff (“OATT”) on file with the Federal Energy Regulatory Commission (“FERC”) and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area. (C)
- (19) **Rate Ready** – A form of consolidated billing where Duquesne Light calculates the charge to be presented on the supplier portion of the bill based upon the rates previously supplied by the electric generation supplier (“EGS”). (C)
- (20) **Renewable Resource** – Includes technologies such as solar photovoltaic energy, solar thermal energy, wind power, low-head hydropower, geothermal energy, landfill or other biomass-based methane gas, mine-based methane gas, energy from waste and sustainable biomass energy. (C)

**RULES AND REGULATIONS – (Continued)****THE ELECTRIC SERVICE TARIFF – (Continued)****3.1 DEFINITIONS - (Continued)**

- (21) **Summary Bill** - An aggregate bill prepared for two or more meter locations owned or legally controlled by the same customer for charges for electric service. (C)
- (22) **Supply Charges** - Basic service charges for acquiring or producing electricity for supply to retail customers. This excludes charges for transmission or other charges related to electric service. (C)
- (23) **Transmission Charges** - Basic charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of the Company billed to customers that acquire their electricity from the Company. Customers who choose to acquire electricity from an EGS will be billed for transmission services by the EGS. (C)

**3.2 ELECTRIC GENERATION SUPPLIER TARIFF** The rules and guidelines provided in the Company's "Electric Generation Supplier Coordination Tariff" (Supplier Tariff) shall apply to EGS's accessing the Company's transmission and distribution systems to supply electricity to retail customers. Those rules and guidelines pertaining to direct access procedures shall apply accordingly to customers who elect to purchase part or all of their electricity from an EGS. Copies of these rules may be obtained by calling, e-mailing or writing the Company's business office. In addition, they may also be accessed at [www.duquesnelight.com](http://www.duquesnelight.com) and are posted and open to inspection at the offices of the Company where payments are made by customers.

**CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS**

**4. CONTRACTS** The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer and to compensate the Company for other incremental costs of Nonstandard Service. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and 66 Pa.C.S. § 2807. Extension of such facilities will not be conditioned on the customer's agreement to purchase supply from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulations, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service.

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers to address changing business needs, operating conditions or less expensive competitive alternatives for energy. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

**RULES AND REGULATIONS - (Continued)****CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)****4. CONTRACTS – (Continued)**

Terms and conditions of service will be mutually agreed upon by the Company and the customer and included in a signed contract, which will be filed with the Public Utility Commission. The Company at its sole discretion may request Public Utility Commission approval. The terms of the agreement will be confidential upon filing with the Commission. Rates established under special contracts will be sufficient to recover, at a minimum, all appropriate incremental costs. Any special contracts written to become effective on or after January 1, 2007, shall apply only to charges for the distribution service provided by the Company.

The contract shall contain all terms and conditions and the rates and charges to be paid for electric service.

The contract shall be for a period of no less than one (1) year and no greater than ten (10) years.

The contract will be terminated by the Company if the Company charges are not paid when due as specified in Tariff Rule No. 21, before the addition of the Late Payment Charge. Upon termination of the contract under these conditions, the regular electric tariff rates will be applied to electric service rendered from that point forward. A new special contract will not be made available to a customer whose previous special contract was terminated because of failure to pay bills as specified in Tariff Rule No. 21.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract. Upon expiration of their contract, special contract customers will default to Rider No. 9 – Day-Ahead Hourly Price Service.

**5. DEPOSITS AND ADVANCE PAYMENTS** The Company reserves the right to require a cash deposit from applicants taking service for a period of less than thirty (30) days, in an amount equal to the estimated gross bill for Company charges, including applicable EGS charges, for such temporary service. The gross bill for Company charges shall include all fixed, demand and energy charges for Company charges in accordance with the applicable tariff. Deposits may be required from all other applicants when creditworthiness has not been established. A deposit may also be required from existing customers when such customer's credit standing is impaired by delinquent payments of any two (2) consecutive electric bills for Company charges or three (3) or more electric bills for Company charges within the preceding twelve (12) months, or as a condition to the reconnection of service or failure to comply with a payment arrangement. Company charges include the customer's EGS receivables that are purchased by the Company. When an applicant or customer provides income documents or other information that they are eligible for state benefits based upon household income eligibility requirements that are consistent with those of the Company's customer assistance program, the Company shall not require an applicant or customer to provide a cash deposit.

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(C)

The Company, at its discretion, may deem a non-residential customer or applicant to be not creditworthy. Evidence that such a customer or applicant is not creditworthy may include, but shall not be limited to, where the customer or applicant: (i) is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due); (ii) has a class of publicly-traded debt outstanding that is rated to be below investment grade; (iii) has tendered two (2) or more checks that are subsequently dishonored by a payee according to 13 Pa.C.S. § 3502, within the last twelve (12) billing cycles; or (iv) has had an account balance at least sixty (60) days in arrears within the last twelve (12) billing cycles. The Company may require non-residential customers or applicants to provide financial data as reasonably necessary for the Company to assess their creditworthiness.

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**RULES AND REGULATIONS - (Continued)****CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)****5. DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

The Company may also use an applicant or customer credit score from a third-party credit agency as a means to establish creditworthiness. The credit score in the report will be based in part on previous utility billing history and will use a commercially recognized credit scoring methodology that is within the range of generally accepted industry practices to determine whether security or advance payments are required to establish service. The Company may request a government issued photo ID of any applicant to verify the application.

Where the Company requires a deposit from a residential customer or applicant, the amount of the deposit will be based on Company charges in an amount that is equal to one-sixth of the applicant's estimated annual bill or one-sixth of the actual average annual bill for existing customers at the premises. The minimum deposit amount for non-residential customers and applicants shall be \$250.00. When the Company determines a deposit is required for new service or for reconnection of service as described in Rule No. 40, such deposit shall be payable within a reasonable time period after commencing or reconnecting electric service, not to be fewer than four (4) twenty-five percent (25%) installments with the first installment billed no less than thirty (30) days after the reconnection of service in the event of a reconnection. Failure to pay a required deposit may result in termination of service consistent with Commission regulations. An applicant or existing customer may furnish a third-party guarantor in lieu of a cash deposit, with the provision of a written guaranty setting forth the terms therein. The guarantor will be responsible for all missed payments of the applicant or customer.

The Company will pay interest on residential cash deposits computed at the simple annual interest rate determined by the Commonwealth of Pennsylvania's Secretary of Revenue. The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of the date the deposit is refunded or credited or December 31. On January 1 of each year, the new interest rate for that year will apply to the deposit. For all other cash deposits, the Company will pay interest at the lower of the average of 1-year Treasury Bills for September, October and November of the previous year beginning May 1, 1995, and January 1, 1996, and each year thereafter, or six percent per annum without deduction for any taxes thereon, provided that interest accrued prior to April 14, 1995, shall be calculated at 6%. On deposits held for more than one year, accrued interest will be paid at the end of each anniversary year. Upon the return of a deposit, any unpaid interest accrued thereon will be paid.

Deposits secured from a residential applicant or customer shall be returned to the depositor when a timely payment history has been established. A timely payment history is established when a customer has paid undisputed bills in full and on time for twelve (12) consecutive months. Should a customer become delinquent prior to establishing a timely payment history, the Company may deduct the outstanding balance from the deposit. Deposits secured from other than residential customers shall be returned to the depositor upon annual review provided such depositor shall have paid undisputed bills during those consecutive twelve (12) months without having service terminated and without having paid the bill subsequent to the due date so long as the customer is not currently delinquent. Payment of any disputed bill, where the payment is withheld beyond the due date set forth on the face of the bill at issue and the dispute over which is terminated substantially in favor of the customer, shall be made by the customer within fifteen (15) days following the termination of that dispute in order to be deemed timely. Where service is discontinued, the deposit and unpaid interest accrued thereon to the date of discontinuance of service, less the amount of all bills due the Company, will promptly be paid to the customer.

(C)

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**RULES AND REGULATIONS - (Continued)****CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

(C)

**5. DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

(C)

The Company may apply an existing security deposit for Customer Assistance Program ("CAP") and Confirmed Low-Income ("CLI") customers to the account balance only with the customer's informed consent. As part of obtaining this informed consent, the Company will explain to the customer how applying the security deposit to the account balance will impact the customer's monthly bill, and the right of the customer to request a direct refund of any security deposit paid.

(C)

For purposes of all of the provisions of this Rule No. 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

(C)

**PAYMENT OF OUTSTANDING BALANCE**

**5.1 PAYMENT OF OUTSTANDING BALANCE** As a condition of the furnishing of service to an applicant or customer, the payment of any outstanding account amount with the Company for which the applicant or customer is legally responsible is required. The Company may require the payment of an outstanding balance or portion of an outstanding balance as a condition of furnishing service if the applicant or customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time applicant/customer resided there, not exceeding four (4) years from the date that the last bill rendered, except for fraud or theft. The Company may require the applicant or customer to provide, and may establish that an applicant or customer previously resided at a property for which residential service is requested through the use of a mortgage, deed or lease or a commercially available consumer credit reporting service. In addition, the Company may also require and use valid government-issued photo identification, and may use billing/mailling records, court records, factual reporting and Company records where the applicant or customer was listed as a spouse or an occupant of a premise, such as on a customer assistance program enrollment form, a payment arrangement, a power of attorney or authorization or a medical certification.

**INSTALLATION OF SERVICE**

**6. INSTALLATION RULES** Except for Nonstandard Service expressly approved in advance by the Company, service installations shall be made in accordance with the Company's "Electric Service Installation Rules," copies of which may be obtained by calling, e-mailing or writing the Company's business office. In addition, the Rules may be accessed at [www.duquesnelight.com](http://www.duquesnelight.com).

**RULES AND REGULATIONS - (Continued)**

**INSTALLATION OF SERVICE - (Continued)**

**6.1 SERVICE POINT** The Service Point for the customer’s service installation shall depend on the customer’s type of service. The Service Point shall generally be designated as follows:

Type of Service	Service Point
Service voltage greater than 600V	Metering terminals, or for transformed service, secondary transformer terminals
Overhead service at voltage less than 600V	Service drop
Underground service at voltage less than 600V	For underground service from overhead secondary lines: the service lateral connection to Company pole. For underground service from underground spot networks: the network protector spade(s). For underground service from street secondary underground networks: the collector bus. For three-phase transformed underground service: the secondary transformer terminal. In Underground Residential Developments covered by Rule No. 13.2: the meter base. For single-phase transformed underground service not covered by Rule No 13.2: the secondary transformer terminal. For other underground service from underground secondary lines: the terminal box.
Any service via lines supported by a customer-owned pole or structure	Point of service line connection to the first customer-owned pole or structure to which Company facilities connect

(C)

The Company reserves the right to designate an alternative Service Point, at its sole discretion, for customers with atypical or specialized service configurations, or customers participating in the Company’s electric vehicle program(s) or electric vehicle pilot program(s) for electric vehicle charging stations.

(C)

The Company shall not be required to install or maintain any conductors, meter base, equipment or apparatus beyond the Service Point except meter and meter accessories, as applicable; and electric vehicle charging stations and/or make-ready infrastructure, as applicable, for customers participating in the Company’s applicable electric vehicle pilot program(s).

(C)

**(C) – Indicates Change**

ISSUED:

EFFECTIVE:

**RULES AND REGULATIONS - (Continued)****INSTALLATION OF SERVICE - (Continued)****7. SUPPLY LINE EXTENSIONS****(C)****A. Definitions****(C)**

For the purposes of this rule, the following definitions are applicable:

**(C)**

(1) **Contractor cost** - The amount paid to a contractor for work performed on a line extension.

**(C)**

(2) **Direct labor cost** - The pay and expenses of public utility employees directly attributable to work performed on line extensions, but does not include construction overheads or payroll taxes, workers' compensation expenses, or similar expenses.

(3) **Direct material cost** - The purchase price of materials used for a line extension, but does not include the related stores expenses. In computing direct material costs, proper allowance should be made for unused materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.

(4) **Total construction cost** - The contractor cost, direct labor cost, direct material cost, stores expense, construction overheads, payroll taxes, workers' compensation expenses, or similar expenses.

(5) **Current Year** - For purposes of calculating a revenue guarantee, current year shall be each consecutive period of twelve (12) calendar months following the date permanent electric delivery service was first provided to a customer or applicant.

(6) **Contribution In Aid of Construction ("CIAC")** – A non-refundable contribution from customers or applicants that offsets the cost of building infrastructure to serve them (poles, overhead conductor, underground conductor, transformers, services, etc.), including the related income tax.

**(C)**

(7) **Income Tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction ("CIAC").

**(C)****B. Overhead Areas**

(1) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all single-phase overhead supply lines operating at 23,000 volts or less to approximately 100 feet within the customer's or applicant's property line without a guarantee of revenue.

**(C)**

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**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**7. SUPPLY LINE EXTENSIONS – (Continued)**

(C)

**B. Overhead Areas – (Continued)**

(C)

(2) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all three-phase overhead supply lines, operating at 23,000 volts or less, which are usable as a part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant over a period of five years which is sufficient to recover the actual total construction cost of the three-phase overhead line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax.

(C)

(C)

(C)

(3) When the customer or applicant requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer or applicant through a CIAC and will not be included when determining the revenue guarantee amount.

(C)

**RULES AND REGULATIONS - (Continued)****INSTALLATION OF SERVICE - (Continued)****7. SUPPLY LINE EXTENSIONS - (Continued)****C. Underground Areas**

- (1) In areas where the existing supply lines are underground outside the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all single-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the single-phase supply line extension is to supply electricity exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant, over a period of five years which is sufficient to recover the actual total contractor cost, direct labor cost and direct material cost for the full length of the single-phase underground line extension, less the estimated total contractor cost, direct labor cost, and direct material cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax. (C)
- (2) In areas where the existing supply lines are underground outside of the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all three-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant over a period of five years which is sufficient to recover the actual total construction cost of the three-phase underground line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax. (C)

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**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**7. SUPPLY LINE EXTENSIONS - (Continued)**

(C)

**C. Underground Areas – (Continued)**

(C)

- (3) (C)When the customer or applicant requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer or applicant through a CIAC and will not be included when determining the revenue guarantee amount.

(C)

**D. Rights-of-Way**

(C)

Before construction of a line extension, satisfactory rights of way and other necessary permits must be granted to the Company for the construction of the supply line extension along the route selected by the Company. The customer or applicant agrees to pay the Company any initial and recurring rights-of-way or license fees in excess of an amount normally incurred by the Company in constructing and maintaining the supply line extension.

**RULES AND REGULATIONS - (Continued)****INSTALLATION OF SERVICE - (Continued)****7. SUPPLY LINE EXTENSIONS - (Continued)****E. Revenue Guarantees**

The revenue guarantee amount shall be the estimated combined cost of (i) the line extension and (ii) other new Company facilities necessary to serve the customer or applicant that has not already been included in a CIAC. The annual revenue guarantee amount shall be the revenue guarantee amount, divided by the number of years in the guarantee period. The annual revenue guarantee amount will be reviewed yearly and will be adjusted to the minimum charges as provided in the applicable rate schedule on the following basis:

- (1) When the total of the monthly Company delivery charges at the end of the current year is less than the annual revenue guarantee amount, a payment equal to the difference plus the related income tax where applicable shall be immediately due and payable.
- (2) When the total of the monthly Company delivery charges within the number of years in the guarantee period equals or exceeds the revenue guarantee amount, no further payments toward the revenue guarantee amount are required. Any prior payments in excess of the revenue guarantee amount, except for otherwise-applicable charges for electric service, will be refunded with accrued interest.
- (3) If an additional customer is served from the line extension, the revenue guarantee amount will be reduced to the cost of the line extension which is used exclusively to serve the single customer. If the cost of the line extension to serve the new customer would increase the revenue guarantee amount for an existing customer, the extension shall be considered as a new line extension.
- (4) In the event the customer discontinues or cancels service before the end of the guarantee period, the balance of the revenue guarantee amount plus the related income tax where applicable shall be immediately due and payable.

**F. Cash Advance**

The cash advance will be refunded to the customer over the five-year revenue guarantee period to the extent that the revenue from the customer satisfies the revenue guarantee.

- (1) When the total of the monthly Company delivery charges at the end of the current year is greater than or equal to one-fifth of the cash advance, a refund of one-fifth of the cash advance will be made to the customer.
- (2) When the total of the monthly Company delivery charges at the end of the current year is less than one-fifth of the cash advance, a refund of one-fifth of the cash advance less the revenue shortfall will be made to the customer.

(C)  
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(C)

(C)

**RULES AND REGULATIONS - (Continued)****INSTALLATION OF SERVICE - (Continued)****7. SUPPLY LINE EXTENSIONS - (Continued)****F. Cash Advance – (Continued)**

- (3) At the end of the five-year revenue guarantee period, a final reconciliation of delivery charges during the period will be made against the cash advance. If the total delivery charges paid exceed or equal the original cash advance, any remaining cash advance will be returned to the customer. If the total delivery charges paid are less than the original cash advance, the remaining cash advance will be retained by the Company.

**8. NONSTANDARD SERVICE** The Company reserves the right to require a customer or applicant for service to pay the cost, through a CIAC, including the related income tax, of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including, but not limited to:

- (1) service at other than standard voltages,
- (2) service for intermittent, unbalanced or fluctuating loads, which, in the Company's sole judgement, would not generate sufficient revenue to recover the installation costs of the required facilities,
- (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgement, would not generate sufficient revenue to recover the installation costs of the required facilities,
- (4) service for loads that will require provision of closer voltage regulation than required by standard service,
- (5) redundant service requested by the customer and not required by the Company, and
- (6) service routings or configurations that deviate from the Company's standard construction standards described in the Company's "Electric Service Installation Rules," or that would otherwise necessitate significant construction of new Company facilities.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

The Company may decline to provide Nonstandard Service where, in the Company's sole judgment, it would not be commercially, operationally, and/or technically reasonable to provide such service.

**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**8.1 CUSTOMER-GENERATOR PRE-APPLICATION** For a potential interconnection project expected to be 500 kW or larger, a customer, applicant, or prospective customer may request a preapplication review and report. The preapplication report will include a high-level estimated timeline and costs associated with the potential interconnection project. The high-level estimated timeline and costs provided in the preapplication report are current as of the date the Company provides the preapplication report and are subject to change. The Company will not commence work on the initial preapplication review until it receives the following from the customer, applicant, or prospective customer: (a) a non-refundable and up-front preapplication review fee, (b) proposed location of the potential interconnection project, and (c) sufficient technical details for the proposed project, including, but not limited to, the size of the proposed interconnection project in kW. After receiving the aforementioned information and fee, the Company will provide the preapplication report without unreasonable delay. The preapplication results are not binding on the Company and do not waive or replace the customer's requirement to submit an interconnection application. The Company preapplication review and report does not establish a place in the application queue nor reserve any hosting capacity. The fee for the initial interconnection analysis cannot be applied to existing or future interconnection application fee(s) as set forth by 52 Pa. Code § 69.2104. (C)

**8.2 LARGE LOAD STUDY DEPOSIT** For a project to establish service to a new load of 300 kW or larger or to increase the load of an existing service by 300 kW or larger, the Company, at its discretion, may require a load study and report. The load study report will include high-level estimated timeline and costs associated with the project. The high-level estimated timeline and costs provided in the load study report are current as of the date the Company provides the load study report and are subject to change. The load study results are not binding on the Company. The Company will not commence work on the load study until it receives the following from the customer, applicant, or prospective customer: (a) a deposit for the load study, (b) proposed location of the project or potential project, and (c) sufficient technical details for the project or proposed project, including, but not limited to, the size of the project or proposed project in kW and estimated power factor. The applicant is responsible for, and must pay, all actual load study costs. The actual costs of the load study may exceed the deposit. If load study costs exceed the deposit, the Company will send the customer/applicant/prospective customer notification and they must pay the additional costs in order for the study to proceed. If load study costs do not exceed the deposit, the Company will send the customer/applicant/prospective customer notification and the Company will return any unused funds to them. After receiving the aforementioned information and deposit, the Company will provide the load study report without unreasonable delay. (C)

**9. RELOCATIONS OF FACILITIES**

(C)

**A. Pole Removal or Relocation for Residential Customers**

When requested by a residential property owner who is not otherwise entitled to receive condemnation damages to cover the cost of the pole removal or relocation or who is not requesting a pole removal or relocation as the result of damages caused by the intentional or negligent conduct of any party, the Company will when it is practicable, subject to the execution

**RULES AND REGULATIONS - (Continued)****MEASUREMENT AND USE OF SERVICE - (Continued)**

**16.1 INTERCONNECTION, SAFETY AND RELIABILITY REQUIREMENTS** In order to assure the integrity and safe operation of the Company's system and to permit the continuation of reliable service to other customers, the following requirements and standards apply to all types of Generating Facilities, including customer owned generation and customer owned energy storage systems, desiring to interconnect with the Company's system.

All generation operations shall be performed in a safe, reasonable and competent manner in accordance with prudent electric practices in order to, among other things, preserve and protect the Company's electric system.

All Generating Facilities shall submit a written application to the Company for acceptance of interconnected operation of their facilities with the Company's system prior to engaging in such interconnected operations. The Company may require, among other things, the following as part of any application submitted by an Applicant/Customer for service under this Rule No. 16.1.

1. Plans, specifications and location of the proposed installation.
2. Single line diagrams and details, including relay settings, of the proposed protection schemes.
3. Instruction manuals for all protective components.
4. Component specifications and internal wiring diagrams of protective components, if not provided in instruction manuals.
5. Generator data required to analyze fault contributions and load current flows including, but not limited to, equivalent impedances, time constants and harmonic distortions.
6. The rating of all protective equipment if not provided in instruction manuals.
7. All such other information that may be required by the Company.

Paralleling customer generation with the Company's system, including closed transition of customer back-up generation, shall be permitted only upon the written consent of the Company.

**17. POWER QUALITY** The customer's use of electric service shall not cause power quality issues that impair the service to other customers or interfere with the proper operation of the Company's facilities. Reference herein to power quality issues shall include, but is not limited to, fluctuating/unbalanced current or voltage of sufficient magnitude, power factors outside of +/- 95%, and excessive harmonic distortion. The Company may require the customer to make such changes in his equipment or use thereof, or to install such corrective equipment, as may be necessary to eliminate power quality issues; or, where the disturbances caused thereby may be eliminated more economically by changes in or additions to the Company's facilities, the Company will, at the request of the customer, provide the necessary corrective facilities at a reasonable charge. Payment will be made in full in advance for supplying special equipment installed under this Rule. (C)

**18. REDISTRIBUTION** All electric energy shall be consumed by the customer to whom the Company supplies and delivers such energy, except that (1) the customer owning and operating a separate office building, and (2) any other customer who, upon showing that special circumstances exist, obtains the written consent of the Company may redistribute electric energy to tenants of such customer, but only if such tenants are not required to make a specific payment for such energy. (C)

This Rule shall not affect any practice undertaken prior to June 1, 1965. See Rule No. 41 for special requirements for residential dwelling units in a building.

**RATE RS - RESIDENTIAL SERVICE**

**AVAILABILITY**

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, and general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$13.00	(I)
Energy Charge .....	8.2479 cents per kilowatt hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

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**RATE RS - RESIDENTIAL SERVICE - (Continued)****MONTHLY RATE - (Continued)****ELECTRIC CHARGES – (Continued)**

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

The Minimum Charge shall be the Customer Distribution Charge.

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the charges billed by the Company including EGS charges for those customers who have selected consolidated billing. The Late Payment Charge shall be calculated on the overdue portion(s) of the charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

**SPECIAL PROVISIONS****RESIDENTIAL GARAGE**

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be serviced under the terms of this rate.

**CONFIRMED LOW-INCOME PROTECTION****(C)**

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE RH - RESIDENTIAL SERVICE HEATING**

**AVAILABILITY**

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge..... \$13.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge ..... 7.5092 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge ..... 8.2479 cents per kilowatt hour (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

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**RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)****SPECIAL PROVISIONS****RESIDENTIAL GARAGE**

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be served under the terms of this rate. To be served under the terms of this rate, the garage must use the Company's service as the sole primary method for space heating maintaining a winter time temperature of 55<sup>o</sup> F or more.

**SPACE HEATING EQUIPMENT**

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

**CONFIRMED LOW-INCOME PROTECTION****(C)**

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP**

**AVAILABILITY**

Effective January 1, 2025, Rate RA will no longer be available to new customers or applicants, or to new installations for existing customers. (C)

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. Other energy sources may be used to supplement the add-on heat pump provided that the supplemental energy source is thermostatically controlled to operate only when the outdoor temperature falls to at least 40o F and the add-on heat pump cannot provide the total heating requirements.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single-family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge..... \$13.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge .....3.4662 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge .....8.2479 cents per kilowatt hour (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

**(C) – Indicates Change**

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)**

**SPECIAL PROVISIONS**

**SPACE HEATING EQUIPMENT**

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

The add-on heat pump and supplemental heating device must be equipped with a thermostatically operated control system which operates the add-on heat pump as the primary heating system until the outdoor temperature falls to at least 40<sup>o</sup> F.

**CONFIRMED LOW-INCOME PROTECTION**

**(C)**

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM**

**AVAILABILITY**

Available for all the standard electric service taken on a small or medium general service customer's premises for which a residential rate is not available and where the demand is less than 300 kW.

**MONTHLY RATE FOR NON-DEMAND CUSTOMERS**

**DISTRIBUTION CHARGES — RATE GS**

Customer Charge.....	\$18.00	(I)
Energy Charge — All kWh.....	8.4601 cents per kilowatt-hour	(I)

**MONTHLY RATE FOR DEMAND CUSTOMERS**

**DISTRIBUTION CHARGES — RATE GM < 25 kW**

Customer Charge.....	\$67.00	(I)
Energy Charge — All kWh.....	1.7562 cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	\$8.06 per kilowatt	(I)

**DISTRIBUTION CHARGES — RATE GM ≥ 25 kW**

Customer Charge.....	\$81.00	(I)
Energy Charge — All kWh.....	1.4613 cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	\$8.06 per kilowatt	(I)

**MONTHLY RATE FOR NON-DEMAND AND DEMAND CUSTOMERS**

**DISTRIBUTION RATE ASSIGNMENT**

A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light’s estimate of the customer’s monthly usage and/or peak monthly demand for the next twelve (12) month period. In no instance shall a customer be eligible for more than one of Rate GS, Rate GM < 25 kW or Rate GM ≥ 25 kW at a time.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE GMH - GENERAL SERVICE MEDIUM HEATING**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises for which a residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE\* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

\*American Society of Heating, Refrigerating and Air Conditioning Engineers

**MONTHLY RATE**

**WINTER MONTHLY RATE — FOR THE BILLING MONTHS OF NOVEMBER THROUGH APRIL (C)**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$67.00	(I)
Energy Charge — All kWh.....	4.0306 cents per kilowatt-hour	(I)

**SUMMER MONTHLY RATE — FOR THE BILLING MONTHS OF MAY THROUGH OCTOBER (C)**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$67.00	(I)
Energy Charge — All kWh.....	1.7562 cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	\$8.06 per kilowatt	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable, and will be billed in accordance with the terms contained therein.

Rider No. 8 – Default Service Supply – Applicable to customers with monthly demand less than 25 kW and customers with monthly demand greater than or equal to 25 kW but less than 200 kW, on average, who elect to purchase their electric supply requirements from the Company. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Supply Charges will be updated through competitive requests for proposal and will be effective for the periods as defined and described in Rider No. 8.

**RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued)****MONTHLY RATE - (Continued)****SUPPLY CHARGES – (Continued)**

Rider No. 9 – Day-Ahead Hourly Price Service – Customers with monthly demand of 200 kW, on average, or greater and elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 9 and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

For purposes of determining the monthly rate for demand customers, Duquesne Light shall evaluate the customer's twelve (12) most recent months of monthly billing demand for that customer available in October of the preceding year. If the customer's average monthly billing demand is less than 25 kW in the twelve (12) months, then that customer shall be charged the monthly rate for demand customers less than 25 kW for the next calendar year and automatically assigned to that rate effective with their January billing. If the customer's average monthly demand is 25 kW or greater in the twelve (12) month period, then that customer shall be charged the monthly rate for demand customers equal to or greater than 25 kW for the next calendar year and automatically assigned to that rate as their default service rate effective with their January billing. In no instance shall a customer be eligible for more than one default service offering at a time. A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light's estimate of the customer's average monthly billing demand for the next twelve (12) month period.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

For the months of November through April, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt, plus a Distribution Charge of \$8.06 per kW, plus the current billing period charges for Company supplied transmission and supply service, if any. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of May through October, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions in Rate GS/GM. (C) (I) (C)

**RATE GL - GENERAL SERVICE LARGE****AVAILABILITY**

Available for all the standard electric service taken on a customer's premises where the demand is greater than or equal to 300 kilowatts ( $\geq 300$  kW) and less than 5,000 kilowatts ( $< 5,000$  kW).

**MONTHLY RATE****SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION****DEMAND CHARGES**

First 300 kilowatts or less of Demand	\$3,975.00	(I)
Additional kilowatts of Demand	\$11.64 per kW	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**RATE GLH - GENERAL SERVICE LARGE HEATING**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises for which a residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE\* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

\*American Society of Heating, Refrigerating and Air Conditioning Engineers

**MONTHLY RATE**

**DISTRIBUTION – WINTER MONTHLY RATE**

(C)

For the Billing Months of November through April:

(C)

**CUSTOMER CHARGE**

Customer Distribution Charge ..... \$85.00

(I)

**ENERGY CHARGES**

All kilowatt-hours 3.3257 cents per kWh

(I)

**DISTRIBUTION – SUMMER MONTHLY RATE**

(C)

For the Billing Months of May through October:

(C)

Rate GL shall apply.

(I)

**SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**RATE GLH - GENERAL SERVICE LARGE HEATING - (Continued)****MONTHLY RATE - (Continued)****ELECTRIC CHARGES**

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

For the months of November through April, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt plus a Distribution Charge of \$11.64 per kW and the charges for Company supplied transmission and supply, if any. For Company supplied transmission and supply, the transmission charges shall be calculated as set forth in Appendix A and the supply charges shall be calculated as set forth under Rider No. 9. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of May through October, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions contained in Rate GL. (C)  
(I)  
(C)

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

**RATE L - LARGE POWER SERVICE****AVAILABILITY**

Available for all the standard electric service taken on a customer's premises where the Contract Demand is not less than 5,000 kilowatts.

**MONTHLY RATE****SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION****DEMAND CHARGES****Service Voltage Less than 138 kV:**

First 5,000 kilowatts or less of Demand	\$46,000.00	(I)
Additional kilowatts of Demand	\$18.24 per kW	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE HVPS - HIGH VOLTAGE POWER SERVICE****AVAILABILITY**

Available to customers with Contract On-Peak Demands greater than or equal to 5,000 kilowatts ( $\geq 5,000$  kW) where service is supplied at 69,000 volts or higher.

**MONTHLY RATE****SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION****FIXED MONTHLY CHARGE**

Up to and Including 50,000 kW Billing Demand	\$2,809.85	(I)
50,001 kW to 100,000 kW Billing Demand	\$4,389.17	(I)
Greater than 100,000 kW Billing Demand	\$6,224.55	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

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**RATE HVPS - HIGH VOLTAGE POWER SERVICE - (Continued)****CONTRACT PROVISION – (Continued)**

Where the customer has established an energy management and conservation program and has demonstrated to the satisfaction of the Company that such program has resulted in a reduced demand, the Company will, upon the customer's request, amend the contract to reflect such reduced demand for the purpose of calculating the Minimum Charge, but in no case shall the Billing Demand be reduced to less than 5,000 kilowatts if the customer remains on this rate.

**VOLTAGE CONTROL PROVISION**

The customer shall be required to operate its equipment in such a manner that the voltage fluctuations produced thereby on the Company's system shall not exceed the following limits, the measurements to be made at the Company's substation nearest (electrically) the customer.

1. Instantaneous voltage fluctuations, defined as a change in voltage consuming two seconds or less, shall not exceed 1-1/4% more than six times a day, of which not more than one such fluctuation shall occur between 6:00 p.m. and midnight, and in no case shall such fluctuations exceed 3%.
2. Periodic voltage fluctuations, where the change in voltage consumes a period from 2 seconds to 1 minute, shall not exceed 1-1/4% more than five times an hour, and in no case shall such fluctuations exceed 3%.

**FACILITIES CHARGE**

Customer must pay for all new or additional facilities installed with the exception of meters and metering equipment. (C)

**RATE AL - ARCHITECTURAL LIGHTING SERVICE**

**AVAILABILITY**

Beginning January 15, 2022, Rate AL will no longer be available to new customers or applicants, or to new installations for existing customers.

Available for separately metered circuitry connected solely to outdoor architectural lighting equipment, with demand of 5 kilowatts or greater, to be operated during non-peak periods.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$8.00	
Demand Charge.....	\$2.10 per kilowatt	(I)
Energy Charge .....	0.2603 cents per kilowatt-hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate AL – Architectural Lighting Service customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate AL customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE SE - STREET LIGHTING ENERGY**

**AVAILABILITY**

Available for the entire electric energy requirements of municipal street lighting systems where the municipality has not less than 15,000 street lamp installations and provides for the ownership, operation, and maintenance of its own street lamp installations and takes its entire energy requirements for street lighting under this rate.

**MONTHLY RATE**

**DISTRIBUTION CHARGE**

Monthly charge per lamp .....\$3.54 (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate SE – Street Lighting Energy customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate SE customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charge, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE SM - STREET LIGHTING MUNICIPAL****AVAILABILITY**

Available for mercury vapor, high pressure sodium and light-emitting diode (LED) lighting of public streets, highways, bridges, parks and similar public places, for normal dusk to dawn operation of approximately 4,200 hours per year.

Beginning January 15, 2022, only LED lighting options will be installed. Replacement of mercury vapor or high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available.

Beginning January 15, 2022, the Company may replace existing high pressure sodium lights with LED lights, and place the customer on the corresponding rate schedule, at the Company's discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company's estimated removal costs of such replacement. Such elective replacements shall be at the Company's discretion.

**MONTHLY RATE****DISTRIBUTION CHARGE — Monthly Rate Per Unit**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment</u>	<u>Customer Owned and Maintained Equipment</u>	
		<u>Distribution Charge per Unit</u>	<u>Distribution Charge per Unit</u>	
<b>Mercury Vapor</b>				
100	44	\$15.57	\$3.33	(I)(I)
175	74	\$15.89	\$3.33	(I)(I)
250	102	\$16.20	\$3.33	(I)(I)
400	161	\$16.86	\$3.33	(I)(I)
1,000	386	\$19.37	\$3.33	(I)(I)
<b>Sodium Vapor</b>				
70	29	\$16.09	\$3.33	(I)(I)
100	50	\$16.21	\$3.33	(I)(I)
150	71	\$16.45	\$3.33	(I)(I)
250	110	\$16.88	\$3.33	(I)(I)
400	170	\$17.55	\$3.33	(I)(I)
1,000	387	\$20.17	\$3.33	(I)(I)

**(I) – Indicates Increase****ISSUED:****EFFECTIVE:**

**RATE SM - STREET LIGHTING MUNICIPAL - (Continued)****MONTHLY RATE – (Continued)****DISTRIBUTION CHARGE – Monthly Rate Per Unit - (Continued)**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment</u>	<u>Customer Owned and Maintained Equipment</u>	
		<u>Distribution Charge per Unit</u>	<u>Distribution Charge per Unit</u>	
<b>Light-Emitting Diode (LED) – Cobra Head</b>				
30	11	\$14.17	\$3.33	(I)(I)
45	16	\$14.17	\$3.33	(I)(I)
60	21	\$14.63	\$3.33	(I)(I)
95	34	\$16.14	\$3.33	(I)(I)
139	49	\$16.87	\$3.33	(I)(I)
219	77	\$17.17	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) – Colonial</b>				
20	7	\$18.53	\$3.33	(I)(I)
45	16	\$18.91	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) – Contemporary</b>				
40	14	\$17.11	\$3.33	(I)(I)
55	20	\$17.11	\$3.33	(I)(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate SM – Street Lighting Municipal customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate SM customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

**(I) – Indicates Increase****ISSUED:****EFFECTIVE:**

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**RATE SM - STREET LIGHTING MUNICIPAL - (Continued)****MONTHLY RATE – (Continued)****ELECTRIC CHARGES – (Continued)**

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charge, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

**POLES**

No charge is made for wood poles used jointly for street lighting and the support of the Company's general distribution system or for tubular steel poles, trolley type, used jointly for street lighting and the support of trolley span wires.

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at its own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own, and maintain the pole(s) and bill the customer at the monthly rate of \$12.66 for each pole required. (I)

**CUSTOMER OWNED AND MAINTAINED EQUIPMENT CHARGE**

A per unit monthly charge whenever the customer or an agent of the customer owns the entire street lighting system, including, but not limited to, the fixture, pole, circuit, controls, and all other related equipment on the load side of the Company's service point or when such facility is provided by a public agency and the customer and/or agent is obligated to operate and maintain such facility.

The street lighting system equipment must be approved by and installed in a manner acceptable to the Company and must be equipped with photocells or other such equipment that permit only dusk-to-dawn operation.

**RATE SH - STREET LIGHTING HIGHWAY****AVAILABILITY**

Beginning January 15, 2022, Rate SH will no longer be available to new customers or applicants, or to new installations for existing customers.

Available for high intensity discharge lighting of state highways for normal dusk to dawn operation of approximately 4,200 hours per year where the highway lighting system acceptable to Duquesne Light Company is installed by the State and ownership of the entire highway lighting system has been transferred to the Company for a nominal consideration.

Beginning January 15, 2022, replacement of high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available. In such cases, the customer must take service under one of the available LED lighting options listed below.

(I)(I) Due to the limited availability of high pressure sodium lighting, the Company will be replacing existing high pressure sodium lights with LED lights at its discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company's estimated removal costs of such replacement. Such elective replacements shall be at the Company's discretion.

**MONTHLY RATE****DISTRIBUTION CHARGE – Monthly Rate Per Unit**

<b><u>Minimum Nominal Lamp Wattage</u></b>	<b><u>Nominal kWh Energy Usage per Unit per Month</u></b>	<b>Company Owned and Maintained Equipment</b>	<b>Customer Owned and Maintained Equipment</b>	
		<b><u>Distribution Charge per Unit</u></b>	<b><u>Distribution Charge per Unit</u></b>	
<b>Sodium Vapor</b>				
100	50	\$15.39	\$3.33	(I)(I)
150	71	\$15.60	\$3.33	(I)(I)
200	95	\$15.82	\$3.33	(I)(I)
400	170	\$17.55	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) – Cobra Head</b>				
30	11	\$14.17	\$3.33	(I)(I)
45	16	\$14.17	\$3.33	(I)(I)
60	21	\$14.63	\$3.33	(I)(I)
95	34	\$16.14	\$3.33	(I)(I)
139	49	\$16.87	\$3.33	(I)(I)
219	77	\$17.17	\$3.33	(I)(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**(I) – Indicates Increase****ISSUED:****EFFECTIVE:**

**RATE UMS – UNMETERED SERVICE**

**AVAILABILITY**

Available to customers using unmetered standard service at each point of connection for customer-owned and maintained equipment such as traffic signals, communication devices and billboard lighting.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$12.50	(I)
Energy Charge .....	2.7926 cents per kilowatt-hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate UMS – Unmetered Service customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate UMS customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**ISSUED:**

**EFFECTIVE:**

**RATE PAL - PRIVATE AREA LIGHTING****AVAILABILITY**

Available for high pressure sodium lighting and flood lighting of residential, commercial and industrial private property installations including parking lots, for normal dusk to dawn operation of approximately 4,200 hours per year.

Beginning January 15, 2022, replacement of high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available. In such cases, the customer must take service under one of the available LED lighting options listed below.

Due to the limited availability of high pressure sodium lighting, the Company will be replacing existing high pressure sodium lights with LED lights at its discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company's estimated removal costs of such replacement. Such elective replacements shall be at the Company's discretion.

**MONTHLY RATE****DISTRIBUTION CHARGE - Monthly Rate Per Unit**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment</u>	<u>Customer Owned and Maintained Equipment</u>	
		<u>Distribution Charge per Unit</u>	<u>Distribution Charge per Unit</u>	
<b>High Pressure Sodium</b>				
70	29	\$16.09	\$3.33	(I)(I)
100	50	\$16.21	\$3.33	(I)(I)
150	71	\$16.45	\$3.33	(I)(I)
250	110	\$16.88	\$3.33	(I)(I)
400	170	\$17.55	\$3.33	(I)(I)
<b>Flood Lighting</b>				
100	46	\$16.09	\$3.33	(I)(I)
250	100	\$16.84	\$3.33	(I)(I)
400	155	\$17.60	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) — Cobra Head</b>				
30	11	\$14.17	\$3.33	(I)(I)
45	16	\$14.17	\$3.33	(I)(I)
60	21	\$14.63	\$3.33	(I)(I)
95	34	\$16.14	\$3.33	(I)(I)
139	49	\$16.87	\$3.33	(I)(I)
219	77	\$17.17	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) — Colonial</b>				
20	7	\$18.53	\$3.33	(I)(I)
45	16	\$18.91	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) — Contemporary</b>				
40	14	\$17.11	\$3.33	(I)(I)
55	20	\$17.11	\$3.33	(I)(I)
<b>Light-Emitting Diode (LED) — Flood Lighting</b>				
60	21	\$16.09	\$3.33	(C)
95	34	\$16.84	\$3.33	(C)
139	49	\$17.60	\$3.33	(C)

(I) – Indicates Increase

(C) – Indicates Change

ISSUED:

EFFECTIVE:

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**RATE PAL - PRIVATE AREA LIGHTING - (Continued)****MONTHLY RATE - (Continued)****POLES – (Continued)**

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at its own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own, and maintain the pole(s) and bill the customer at the monthly rate of \$12.66 for each pole required. (I)

**CUSTOMER OWNED AND MAINTAINED EQUIPMENT CHARGE**

A per unit monthly charge whenever the customer or an agent of the customer owns the entire street lighting system, including, but not limited to, the fixture, pole, circuit, controls, and all other related equipment on the load side of the Company's service point or when such facility is provided by a public agency and the customer and/or agent is obligated to operate and maintain such facility.

The street lighting system equipment must be approved by and installed in a manner acceptable to the Company and must be equipped with photocells or other such equipment that permit only dusk-to-dawn operation.

The customer/agent must provide the Company with a written inventory of all street lighting fixtures. This inventory shall include the location, type and wattage rating for each fixture. The customer/agent will update its inventory of lighting fixtures by informing the Company in writing of changes in type, rating, location, and quantity of lighting fixtures as such changes occur and billings will be adjusted accordingly.

The Company reserves the right to inspect the equipment at each location and make prospective adjustments in billing as indicated by such inspections. The Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. The Company's decision not to conduct such inspections shall not release the customer/agent from the obligation to provide to the Company, and to update, an accurate inventory of the types, ratings, and quantities of lighting equipment upon which billing is based.

As this service is a per unit monthly charge, the customer/agent agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the equipment was electrically operable during the period in question and regardless of the cause of any such equipment's failure to operate.

The contract period is as covered by any existing contract now in effect with the customer/agent. All new contracts shall be for a period of one year.

**SPECIAL TERMS AND CONDITIONS**

1. The above charges include installation of standard Company facilities including lamps, fixtures or luminaires, brackets and ballasts, all when installed on the overhead distribution system. The above charges include normal operation and maintenance. Normal operation and maintenance does not include periodic tree trimming around the fixture or luminaire.
2. Where it is necessary to install wood, metal, or ornamental poles, or other special facilities or services not in conformance with the Company's standard overhead practice, the additional cost shall be borne by the customer. Title to all facilities, except as noted below, shall vest in the Company.

**(I) – Indicates Increase**

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**ISSUED:****EFFECTIVE:**

**STANDARD CONTRACT RIDERS – (Continued)**

**RIDER MATRIX**

	RS	RH	RA	GS/GM	GMH	GL	GLH	L	HVPS	AL	SE	SM	SH	UMS	PAL
Rider No. 1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 2				X	X	X	X								
Rider No. 3				X	X	X	X	X							
Rider No. 4	X	X	X												
Rider No. 5	X	X	X												
Rider No. 6				X											
Rider No. 7	X	X	X												
Rider No. 8	X	X	X	X	X					X	X	X	X	X	X
Rider No. 9				X	X	X	X	X	X						
Rider No. 10	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 11				X		X									
Rider No. 12				X	X										
Rider No. 13				X											
Rider No. 14	X														
Rider No. 15															
Rider No. 15A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 16				X	X	X	X	X							
Rider No. 17						X	X	X	X						
Rider No. 18	X	X	X	X	X	X	X								
Rider No. 19				X		X		X							

(C)

(C)

Rider Titles:

- Rider No. 1 — Retail Market Enhancement Surcharge
- Rider No. 2 — Untransformed Service
- Rider No. 3 — School and Government Service Discount Period
- Rider No. 4 — Electric Vehicle Time-of-Use Distribution Rate Pilot (C)
- Rider No. 5 — Universal Service Charge
- Rider No. 6 — Temporary Service
- Rider No. 7 — Residential Managed Charging Pilot (C)
- Rider No. 8 — Default Service Supply
- Rider No. 9 — Day-Ahead Hourly Price Service
- Rider No. 10 — State Tax Adjustment
- Rider No. 11 — Street Railway Service
- Rider No. 12 — Billing Option – Volunteer Fire Companies and Nonprofit Senior Citizen Centers
- Rider No. 13 — General Service Separately Metered Electric Space Heating Service
- Rider No. 14 — Residential Service Separately Metered Electric Space and Water Heating
- Rider No. 15 — Intentionally Left Blank
- Rider No. 15A — Phase IV Energy Efficiency and Conservation Surcharge
- Rider No. 16 — Service to Non-Utility Generating Facilities
- Rider No. 17 — Emergency Energy Conservation
- Rider No. 18 — Rates for Purchase of Electric Energy from Customer-Owned Renewable Resources Generating Facilities
- Rider No. 19 — Community Development for New Load

Continued on Second Revised Page No. 87A

(C)

(C) – Indicates Change

ISSUED:

EFFECTIVE:

**STANDARD CONTRACT RIDERS – (Continued)**

**RIDER MATRIX – (Continued)**

	RS	RH	RA	GS/GM	GMH	GL	GLH	L	HVPS	AL	SE	SM	SH	UMS	PAL
Rider No. 20	X	X	X	X	X	X	X	X	X	X					
Rider No. 21	X	X	X	X	X	X	X	X							
Rider No. 22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 23	X	X	X												
Appendix A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

(C)

(C)

Rider Titles:

- Rider No. 20 — Smart Meter Charge
- Rider No. 21 — Net Metering Service
- Rider No. 22 — Distribution System Improvement Charge (“DSIC”)
- Rider No. 23 — Behavioral Load Management Pilot
- Appendix A — Transmission Service Charges

(C)

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**STANDARD CONTRACT RIDERS - (Continued)****(C)****RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT****(Applicable to Rate Schedules RS, RH and RA)**

Effective June 1, 2025, the Electric Vehicle Time-of-Use Distribution Rate Pilot (“EV TOU Distribution Rate Pilot”) Rider will be available for up to 1,500 eligible customers on a first come, first served basis.

**PURPOSE**

The EV TOU Distribution Rate Pilot Rider sets forth the eligibility, terms, and conditions applicable to residential customers that own or lease an electric vehicle and elect to take service under the provisions of this Rider.

**APPLICABILITY**

The EV TOU Distribution Rate Pilot is available to customers that (i) are served under Rate Schedules RS, RH, or RA and have an account in good standing, signifying that the Account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address, (iii) are not enrolled in the Company’s Customer Assistance Program, budget billing, virtual meter aggregation, Rider No. 7 – Residential Managed Charging Pilot, or Rider No. 23 – Behavioral Load Management Pilot; (iv) have not de-enrolled from the EV TOU Distribution Rate Pilot, for any reason, within the last twelve (12) months; and (v) comply with any other applicable EV TOU Distribution Rate Pilot rules established at Docket No. R-2024-3046523 or subsequent proceeding.

**MONTHLY RATES**

Participating customers will be enrolled in the EV TOU Distribution Rate Pilot (WholeHome EV TOU Distribution Rate). The WholeHome EV TOU Distribution Rate will apply to all the electricity used at the premise.

STANDARD CONTRACT RIDERS - (Continued)

(C)

**RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT – (Continued)**

(Applicable to Rate Schedules RS, RH and RA)

**MONTHLY RATES – (Continued)**

Class	Months	WholeHome	
		TOU Distribution Rates	
		Peak <sup>(3)</sup>	Off-Peak <sup>(4)</sup>
RS	All Months	9.9272	7.9419
RH	Winter <sup>(1)</sup>	9.0381	7.2306
	Summer <sup>(2)</sup>	9.9272	7.9419
RA	Winter <sup>(1)</sup>	4.1719	3.3376
	Summer <sup>(2)</sup>	9.9272	7.9419

<sup>(1)</sup> Winter Monthly Rate – For the Billing Months of November through April

<sup>(2)</sup> Summer Monthly Rate – For the Billing Months of May through October

<sup>(3)</sup> Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday.

<sup>(4)</sup> Off-Peak Hours are 6:00 AM to 3:00 PM and 9:00 PM to 6:00 AM, Monday through Friday and all day on Saturday, Sunday, and the noted PJM holidays.

For customers enrolled in the EV TOU Distribution Rate Pilot, the above Monthly Rates will be applicable for the energy charge for electric distribution service in place of the energy charge for distribution service on the respective rate schedule. All other applicable charges and payment provision terms will be billed per the respective rate schedule.

**OFF-PEAK PJM HOLIDAYS**

For the purpose of this EV TOU Distribution Rate Pilot, the following PJM holidays are considered Off-Peak for billing:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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**STANDARD CONTRACT RIDERS - (Continued)****(C)****RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT – (Continued)****(Applicable to Rate Schedules RS, RH and RA)****SPECIAL TERMS AND CONDITIONS**

1. The customer retains their right to file a billing complaint at the PUC.
2. Customers enrolling in the WholeHome EV TOU Distribution rate option will not be permitted to enroll in the Default Service – Standard options. Customers selecting the WholeHome EV TOU Distribution rate option must enroll in the Default Service Supply – WholeHome EV TOU option or select an Electric Generation Supplier (“EGS”).
3. The Company may unenroll customers from the Pilot if they do not remain in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history.
4. The Company reserves the right to inspect, at all reasonable times, the customer's circuitry to determine that the load served under the terms of this Rider is as defined herein.
5. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may discontinue application of the Rider and bill all usage pursuant to the applicable Rate Schedule.
6. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

**MISCELLANEOUS**

Minimum bills shall not be reduced by reason of this Rider.

**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 5 – UNIVERSAL SERVICE CHARGE - (Continued)****(Applicable to Rate Schedules RS, RH and RA)****CALCULATION OF CHARGE – (Continued)**

- Customer Assistance Program (“CAP”): CAP costs will be calculated to include the projected CAP discount and CAP program costs for the Computational Year. The total CAP discount will be based on the annual average discount from the previous year, the Reconciliation Year, multiplied by the projected average number of CAP program participants during the Computational Year. The projected customer additions to the CAP program during the Computational Year will be based on the number of CAP customers receiving a discount at the end of the Reconciliation Year plus a projection of the average monthly number of CAP customers during the Computational Year. The projected number of CAP customers will include net additions to the program (additions minus exits), and a projection of customers enrolled through expected changes in policy (e.g. changes in the definition of poverty, changes in regulatory mandates). The projected CAP program costs will include the estimated costs for new applications, maintenance and annual recertification, and the projected CAP pre-program arrearages to be forgiven and written off during the USC Computational Year.
- Smart Comfort Program [Low Income Usage Reduction Program (“LIURP”)]: LIURP costs will be calculated based on the projected number of homes that participate in the usage reduction program and the average cost per visit.
- Customer Assistance and Referral Evaluation Services (“CARES”): CARES costs will be calculated based on the projected annual Community Based Organization (“CBO”) program costs and CBO costs for administering the program.
- Hardship Fund: Hardship Fund costs will be calculated based on the projected annual program costs and CBO costs for administering the program.
- Any other replacement or Commission-mandated Universal Service Program or low income program that is implemented during the Reconciliation or Computational Year.

Cr = A credit to reduce CAP customer discounts included in the USC to the extent that the monthly CAP enrollment level exceeds 39,046 customers. Specifically, the recoverable CAP discounts will be reduced by the average number of CAP participants during the Computational Year in excess of 39,046 times the average CAP credit and arrearage forgiveness costs times 10.43%. The participation level above which the offset shall be applied will be reset in each distribution rate case. (C)  
(C)  
(C)

E = The over- or under- collection of actual Universal Service Program costs and revenue that result from the billing of the USC during the USC Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E), including applicable interest. Interest shall be computed monthly at the statutory legal rate of interest, from the month the over or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped.

**(C) – Indicates Change****ISSUED:****EFFECTIVE:**

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**STANDARD CONTRACT RIDERS - (Continued)**

(C)

**RIDER NO. 7 – RESIDENTIAL MANAGED CHARGING PILOT****Applicable to Rate Schedules RS, RH and RA****PURPOSE**

The Residential Managed Charging Pilot Rider sets forth the eligibility, terms, and conditions applicable to residential customers that own or lease an electric vehicle (EV) and elect to participate under the provisions of this Rider. This Pilot is available for up to 500 eligible customers that successfully enroll on a first come, first served basis.

**PILOT DESCRIPTION**

The Company offers customers participating in the Residential Managed Charging Pilot an incentive to reduce their electric vehicle charging during Peak Demand Events, as designated by the Company.

**APPLICABILITY**

The Residential Managed Charging Pilot is available to customers that (i) are served under Rate Schedules RS, RH, or RA and have an account in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address and have a private, dedicated Level 2 charging station at their service address; (iii) own or rent a single-family detached, row house or duplex property with a personal garage or private off-street parking suitable for a charging station installation; (iv) are not enrolled in Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate, the Electric Vehicle Time-of-Use rate under Rider No. 8 – Default Service Supply, or Rider No. 23 – Behavioral Load Management Pilot; and (v) comply with any other applicable Residential Managed Charging Pilot rules established at Docket No. R-2024-3046523 or subsequent proceeding.

**INCENTIVE**

Participating customers will be eligible to receive \$20 for each Event Month that they participate (opt-in) in  $\geq 50\%$  of the Peak Demand Events for that month and charge their EV for at least 15 minutes during each Event Month. Participating control group customers will be eligible to receive \$20 for each Event Month if they charge their EV at least 15 minutes during the Event Month. The Company reserves the authority to modify the incentive value by up to 25%, without advance notice to the customer.

**SPECIAL TERMS AND CONDITIONS**

1. The customer must have a Company-qualified Level 2 charging station or electric vehicle to enroll in the Pilot. A list of Company-qualified vehicles and charging stations will be published on the Company website at [duquesnelight.com](http://duquesnelight.com).
2. The Company will be responsible for selecting a managed charging vendor that can manage Company-qualified charging stations and vehicles.

**(C) – Indicates Change**

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**ISSUED:****EFFECTIVE:**

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**STANDARD CONTRACT RIDERS - (Continued)**

(C)

**RIDER NO. 7 – RESIDENTIAL MANAGED CHARGING PILOT – (Continued)****Applicable to Rate Schedules RS, RH and RA****SPECIAL TERMS AND CONDITIONS – (Continued)**

3. The Company is granted permission to utilize a third-party vendor to access and control electric vehicle charging through vehicle telematics or charging stations or similar as part of the Pilot. Eligible customers will be required to enroll in the Residential Managed Charging Pilot and to allow the third-party platform access to and control of their charging with written authorization, as applicable.
4. The customer will be responsible for the accuracy, network connectivity, and overall maintenance of their charging station or vehicle telematics to ensure the transmission of their EV data.
5. Customers will be notified in advance of Peak Demand Events and will have the option to opt-out.
6. Control group customers are not required to participate in Peak Demand Events but must charge their EV a minimum of 15 minutes each Event Month to qualify to receive the incentive in a given Event Month.
7. If a customer opts-in to an event, the customer's EV charging will be paused for the duration of the Peak Demand Event. It is the customer's responsibility to verify that their vehicle has resumed charging after a Peak Demand Event ends and the Company is not liable for any disruptions in vehicle charging.
8. The Company may unenroll customers from the Pilot if they do not remain in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history.
9. The Company reserves the right to inspect at all reasonable times the customer's circuitry to determine that the load served under the terms of this Rider is as defined herein.
10. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may discontinue application of the Rider.
11. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

**DEFINITIONS**

**Peak Demand Events:** Days and time windows, typically between 3:00 PM and 9:00 PM, on weekdays and non-holidays when system demand is expected to be high. Ten (10) to fifteen (15) Peak Demand Events will be targeted each year, as designated by the Company, and last no longer than six (6) hours.

**Event Month:** A month during which at least one Peak Demand Event has been called.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting — (Continued)

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2023 through 11/30/2023	12/01/2023 through 05/31/2024	06/01/2024 through 11/30/2024	12/01/2024 through 05/31/2025
<b>Supply Charge ¢ per kWh</b>		6.7945	6.0621	6.1794	X.XXXX
<b>Fixture Charge — \$ per Month</b>					
<b>Mercury Vapor</b>					
100	44	2.99	2.67	2.72	X.XX
175	74	5.03	4.49	4.57	X.XX
250	102	6.93	6.18	6.30	X.XX
400	161	10.94	9.76	9.95	X.XX
1000	386	26.23	23.40	23.85	X.XX
<b>High Pressure Sodium</b>					
70	29	1.97	1.76	1.79	X.XX
100	50	3.40	3.03	3.09	X.XX
150	71	4.82	4.30	4.39	X.XX
200	95	6.45	5.76	5.87	X.XX
250	110	7.47	6.67	6.80	X.XX
400	170	11.55	10.31	10.51	X.XX
1000	387	26.29	23.46	23.91	X.XX
<b>Flood Lighting - Unmetered</b>					
100	46	3.13	2.79	2.84	X.XX
250	100	6.79	6.06	6.18	X.XX
400	155	10.53	9.40	9.58	X.XX
<b>Light-Emitting Diode (LED) – Cobra Head</b>					
30	11	0.75	0.67	0.68	X.XX
45	16	1.09	0.97	0.99	X.XX
60	21	1.43	1.27	1.30	X.XX
95	34	2.31	2.06	2.10	X.XX
139	49	3.33	2.97	3.03	X.XX
219	77	5.23	4.67	4.76	X.XX
<b>Light-Emitting Diode (LED) – Colonial</b>					
20	7	0.48	0.42	0.43	X.XX
45	16	1.09	0.97	0.99	X.XX
<b>Light-Emitting Diode (LED) – Contemporary</b>					
40	14	0.95	0.85	0.87	X.XX
55	20	1.36	1.21	1.24	X.XX
<b>Light Emitting Diode (LED) – Flood Lighting - Unmetered</b>					
60	21	1.43	1.27	1.30	X.XX
95	34	2.31	2.06	2.10	X.XX
139	49	3.33	2.97	3.03	X.XX

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(C) – Indicates Change

ISSUED:

EFFECTIVE:

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**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 10 - STATE TAX ADJUSTMENT****(Applicable to All Rates)**

In addition to the charges provided in this Tariff, a two-part surcharge will apply to all bills rendered by the Company, pursuant to the Pennsylvania Public Utility Commission authorization of March 10, 1970, to compensate the Company for new and increased taxes imposed by the General Assembly.

Part 1 of the surcharge, at a rate of (0.0000%) will include Capital Stock Tax, Corporate Net Income Tax, and Public Utility Realty Tax, which will be applied to the distribution charges of customer bills. (C)

Part 2 of the surcharge, at a rate of 0.0000% will include Gross Receipts Tax and will be applied to all portions of customer bills.

The Company will recompute the surcharge using the elements prescribed by the Commission's March 10, 1970, authorization:

1. Whenever any of the tax rates used in computing the surcharge is changed, in which case the recomputation shall take into account the changed tax rate.
2. Whenever the Company makes effective increased or decreased rates (other than net energy clause), in which case the recomputation shall take into account the adjustments prescribed by the Commission's March 10, 1970, authorization.
3. On December 22, and each year thereafter.

Every recomputation made pursuant to the above paragraph shall be submitted to the Commission within ten (10) days after the occurrence of the event or date which occasions such recomputation: and if the recomputed surcharge is less than the one then in effect the Company will, and if the recomputed surcharge is more than the one then in effect the Company may, accompany such recomputation with a Tariff or supplement to reflect such recomputed surcharge, the effective date of which, shall be ten (10) days after filing.

**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)****(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)****A. DEFINITIONS – (Continued)**

**Distribution Base Period Billing Determinants** are the billing demand (kW) for the month in the Base Period corresponding to the current billing month under which the on-site generation is operable. For new customers, the Company will use existing procedures to estimate the Distribution Base Period Billing Determinants.

**Supply Billing Determinants** for customers not being served by an Electric Generation Supplier (“EGS”). Supply Billing Determinants for customers on Rate GL, GLH, and L shall be the billing determinants for the current billing month then in effect under Rider No. 9 – Day-Ahead Hourly Price Service. Supply Billing Determinants for customers on Rate GM and GMH shall be the billing determinants for the current billing month then in effect under Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable.

**B. BACK-UP SERVICE**

The Company will supply Back-Up Service at the following rates for customers with an executed contract for service under this Rider:

**DISTRIBUTION**

A distribution charge of \$3.71 per kW shall be applied to the Back-Up Service Maintenance Demand Billing Determinants. (I)

The Maintenance Contract Demand distribution charges will be applied in each month based on the customer’s Maintenance Contract Demand without regard to actual usage.

An additional distribution charge of \$6.95 per kW shall be applied to the Back-Up Service As-Used Contract Demand Billing Determinants. The As-Used Contract Demand distribution charge will be applied in each month based on the customer’s As-Used Contract Demand if the customer calls upon Back-Up service during the Peak Period. (I)

Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of \$10.66 per kW shall be applied to the difference in actual maximum billing demand during the billing period and the customer’s combined Supplementary and Maintenance Contract Demands. No additional charges will apply to the As-Used Contract Demand Charge. (I)

If actual usage of Back-Up Service exceeds zero for more than 15% of the hours in any Base Period, then those hours above the 15% threshold will be counted toward the billing on the customer’s applicable general service rates, including all ratchets applicable.

**(I) – Indicates Increase****ISSUED:****EFFECTIVE:**

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**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)****(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)****B. BACK-UP SERVICE – (Continued)**

If a customer's Back-Up Service requirement at any time exceeds the customer's Maintenance Contract Demand by 5% or more, the actual Back-Up Service requirement provided, measured in kW demand will become the customer's new Maintenance Contract Demand. The customer will be required to stay on the new Maintenance Contract Demand for twelve (12) months from when they hit the ratchet and for twelve (12) months each time thereafter a new ratchet is hit. If a customer's actual Back-Up Service requirement provided at any time exceeds the customer's Maintenance Contract Demand by 10% or more, the customer will be assessed a fee equal to the difference between the actual Back-Up Service provided at the time during the billing period and the Maintenance Contract Demand multiplied by the Overage Charge (\$10.66). (C)  
(C)  
(C)  
(I)

**C. INTERCONNECTION**

Each non-utility generating facility will be required to install at its expense or pay in advance to have the Company install interconnection equipment and facilities which are over and above that equipment and facilities required to provide electric service to the non-utility generating facility according to the Company's General Service Rates, except as noted below. Any such equipment to be installed by the non-utility generating facility must be reviewed and approved in writing by the Company prior to installation. Nothing in this Rider shall exempt a new customer from the application of Rule No. 7 and Rule No. 9 regarding Supply Line Extensions and Relocation of Facilities.

However, customers may elect to pay the cost of existing or newly required transformation equipment that is over and above that equipment necessary for the Company to supply the customer with its contracted Supplemental Power via a monthly charge rather than in total at the onset of the contract. The monthly charge for transformation equipment for customers with contract demand under this rider of 5,000 kW or more will be determined by the Company on a case-by-case basis.

**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 19 – COMMUNITY DEVELOPMENT FOR NEW LOAD****(Applicable to Rate Schedules GS/GM, GL, and L)****AVAILABILITY**

This Rider is available to customers taking distribution service under Rate GM < 25, GM ≥ 25, GL, or L. For new services, the customer or applicant must have a projected load of at least 10 kW and must apply for the Rider prior to the service being energized. For existing services, the customer must reasonably project a peak load increase of at least 10 kW and apply for the Rider before the load growth occurs. Additionally, the customer or applicant must (i) show that they have a competitive energy alternative to electricity delivered by the Company or (ii) affirm that they will not be able to commence and/or sustain their business without participating in this Rider. The Rider will apply no sooner than thirty (30) days after the customer provides to the Company written notice of its desire to be placed on the Rider. For those eligible customers that may be waiting for Company provided equipment to be installed, the Company will allow for a twelve-month grace period. The initial percent discount will be established based upon when the contract is signed, and that discount will begin once the customer takes service. The Company reserves the right to decline to enroll any customer or applicant in this Rider, at the Company's sole discretion. Customers taking service under this Rider are not eligible for any other distribution rate discount.

(C)  
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(C)  
(C)**DEFINITIONS**

**Service Location.** A single or contiguous premises that has or will have one or more delivery points for distribution service billed by the Company under a single account.

**Brownfield Site.** A Service Location where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Requires documentation either by providing a copy of the pertinent sections of the ASTM E1903-97 Phase II Site Assessment documenting the site contamination or by providing a letter from a local, state or federal regulatory agency confirming the site is classified as a Brownfield by that agency.

**Site Expansion.** A Service Location where the Company has not previously provided service, or where the service previously provided by the Company was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing Service Locations where an entity has assumed operation of a Service Location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within six (6) months from the customer first receiving service from the Company.

(C)  
(C)

**Employment Report.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania and as defined by 43 P.S. 753 [d].

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 19 – COMMUNITY DEVELOPMENT FOR NEW LOAD – (Continued)

(Applicable to Rate Schedules GS/GM, GL, and L)

MONTHLY RATE

**DISTRIBUTION CHARGES**

Rider No. 19 provides a percent discount to monthly demand charges for base distribution services included in Rates GM < 25, GM ≥ 25, GL, and L during the months of January through May and October through December. The percent discount declines ratably over five years as follows.

2025 Percent Discount .....	25%	(C)
2026 Percent Discount .....	20%	(C)
2027 Percent Discount .....	15%	(C)
2028 Percent Discount .....	10%	(C)
2029 Percent Discount .....	5%	(C)

This Rider applies only to base distribution services. All other applicable charges and Riders will be charged as designed.

QUALIFICATIONS

Customers and applicants requesting service under this Rider shall file with the Company, before the effective date of the Rider for the Service Location copies of the Employment Reports, as defined above, for the Service Location at the time of application, along with any other documentation the Company may reasonably require to demonstrate the customer/applicant’s eligibility for the Rider (see “AVAILABILITY” above). (C)

TRANSFER OF OWNERSHIP

The Company will only apply the Rider to the customer's base distribution charges for the term of contract. If, during the term of contract, the ownership of the Service Location changes, the Company may continue to apply the Rider to the new owner's bills for the Service Location. If the Company continues to apply the Rider in such circumstances, the Company shall apply the Rider to the new owner's bills for the Service Location as if the new owner had been on the Rider for the Service Location for the same period of time as was the previous owner.

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**STANDARD CONTRACT RIDERS - (Continued)****RIDER NO. 22 – DISTRIBUTION SYSTEM IMPROVEMENT CHARGE****(Applicable to All Rates)**

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply consistent with the Commission Order entered September 15, 2016, at Docket No. P-2016-2540046 approving the Distribution System Improvement Charge (“DSIC”).

**(C)****GENERAL DESCRIPTION****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 Company 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.

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

**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, cross arms 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.

**EFFECTIVE DATE**

The DSIC will become effective October 1, 2016.

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**STANDARD CONTRACT RIDERS - (Continued)**

(C)

**RIDER NO. 23 – BEHAVIORAL LOAD MANAGEMENT PILOT****(Applicable to Rate Schedules RS, RH and RA)****PURPOSE**

This Rider sets forth the eligibility, terms, and conditions applicable to residential customers who elect to participate in The Behavioral Load Management Pilot. The Pilot is available to up to 7,500 customers who successfully enroll and qualify on a first come, first served basis.

**PILOT DESCRIPTION**

Customers who elect to participate in the Behavioral Load Management Pilot will be asked to reduce their consumption during Peak Events, as designated by the Company, during the Peak Season. Customers will receive an incentive of approximately \$1 per kWh they reduce during all Peak Events via a digital gift card at the end of the Peak Season.

**APPLICABILITY**

This Rider is available to customers taking distribution service under Rate RS, RH, and RA. Eligible customers who elect to participate in the Behavioral Load Management Pilot will be notified by the Company in advance of a Peak Event and asked to voluntarily reduce their consumption, by any means of their choosing. Participating customers who successfully reduce their usage will receive an Incentive Payment of approximately \$1 per kWh reduced.

Incentive Payments will be based on the amount of kWh reduced as compared to a customer-specific calculated Baseline Consumption level. To establish the Baseline Consumption for a particular Peak Event, the Company will first look at the 15 previous days that are not weekends, holidays, or prior Peak Events. For each of the 15 days, the kWh usage, and the Heat Index for the hours of the Event will be compiled. The days with the five (5) highest kWh values are averaged to determine the participant's Baseline. If any of the five (5) days did not have similar weather to the Peak Event (within 10% of the Heat Index), they will be excluded from the average. If there are no days of similar weather, the Baseline is set equal to the kWh for the highest load day. If a participating customer's consumption is lower during a Peak Event than their Baseline, they would earn an incentive on the difference. Earned Incentive Payments will be provided annually to customers at the end of the Peak Season as a digital gift card.

**SPECIAL TERMS AND CONDITIONS**

1. To participate, the Account must be in good standing, signifying that the Account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history. Participants must remain in good standing to stay enrolled in the Pilot. Customers enrolled in the Company's Customer Assistance Program ("CAP") who meet these requirements are eligible to participate.
2. Enrollment is capped at a maximum of 7,500 participants throughout the Pilot.

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**(C) – Indicates Change****ISSUED:****EFFECTIVE:**

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**STANDARD CONTRACT RIDERS - (Continued)**

(C)

**RIDER NO. 23 – BEHAVIORAL LOAD MANAGEMENT PILOT – (Continued)****(Applicable to Rate Schedules RS, RH and RA)****SPECIAL TERMS AND CONDITIONS – (Continued)**

3. To participate, the Account cannot be enrolled in the EV TOU Distribution Rate Pilot (Rider No. 4) or the Residential Managed Charging Pilot (Rider No. 7)
4. To participate, Account cannot be enrolled in Rider No. 21 - Net Metering Service.
5. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

**DEFINITIONS**

**Peak Events:** Days and time windows, typically between 3:00 PM and 9:00 PM, on weekdays and non-holidays during the Peak Season when system demand is expected to be high. Five (5) Peak Events will be targeted each year, as designated by the Company, and last no longer than six (6) hours.

**Peak Season:** Days falling on or between June 1 and September 30.

**Incentive Payment:** Performance-based incentive valued at approximately \$1 per kWh derived from each participating customer's reduction in consumption during Peak Events. The Company reserves the authority to modify the incentive value by up to 25%, without advance notice to the customer.

**Baseline Consumption:** A customer-specific representation of typical consumption used to determine kWh reduction during Peak Events. The Company reserves the authority to modify the Baseline calculation based on Pilot findings annually before June 1.

**Heat Index:** A measure used to determine days of similar weather based on the combined effects of the air temperature and humidity.

**Holidays:** Generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

APPENDIX A

**TRANSMISSION SERVICE CHARGES**

(Applicable to All Rates)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission (FERC) for customers who receive Default Service from the Company. Customers taking Default Service from the Company shall be charged in accordance with the charges of the applicable rate schedules stated below. These charges shall also apply to riders applicable to each rate schedule.

**MONTHLY RATES**

Rate Class	Energy Charge \$/kWh	Demand Charge \$/kW	Monthly Charge Per Fixture	Monthly Charge Per Fixture	Monthly Charge Per Fixture
RS	\$0.022514	—			
RH	\$0.012076	—			
RA	\$0.017976	—			
GS	\$0.014159	—			
GM < 25 kW	\$0.009323	\$2.08			
GM => 25 kW	\$0.010568	\$2.31			
GMH < 25 kW	\$0.009745	\$4.18 <sup>(1)</sup>			
GMH => 25 kW	\$0.004998	\$6.61 <sup>(1)</sup>			
GL	—	\$6.36 <sup>(2)</sup>			
GLH	—	\$6.39 <sup>(2)</sup>			
L	—	\$6.08 <sup>(2)</sup>			
HVPS	—	\$6.08 <sup>(2)</sup>			
AL	(\$0.001755)	—			
SE	\$0.001494	—			
UMS	\$0.001494	\$5.46 <sup>(2)</sup>			
			<b>Rate Class</b>		
<b>By Wattage</b>			<b>SH</b>	<b>PAL</b>	<b>SM</b>
<b>Mercury Vapor</b>					
100			—	—	\$0.06
175			—	—	\$0.11
250			—	—	\$0.15
400			—	—	\$0.23
1000			—	—	\$0.55
<b>High Pressure Sodium</b>					
70			—	\$0.04	\$0.04
100			\$0.07	\$0.07	\$0.07
150			\$0.10	\$0.10	\$0.10
200			\$0.13	—	—
250			—	\$0.16	\$0.16
400			\$0.23	\$0.24	\$0.24
1000			—	—	\$0.55

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(C)

(1) May through October

(2) Demand charge based on the customer’s Network Service Peak Load (“NSPL”).

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(C) – Indicates Change

ISSUED:

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APPENDIX A – (Continued)

TRANSMISSION SERVICE CHARGES – (Continued)

(Applicable to All Rates)

MONTHLY RATES – (Continued)

Rate Class	Energy Charge \$/kWh	Demand Charge \$/kW	Monthly Charge Per Fixture	Monthly Charge Per Fixture	Monthly Charge Per Fixture
			<b>Rate Class</b>		
<b>By Wattage</b>			<b>SH</b>	<b>PAL</b>	<b>SM</b>
<b>Flood Lighting – Unmetered</b>					
100			—	\$0.08	—
250			—	\$0.18	—
400			—	\$0.29	—
<b>Light-Emitting Diode (LED) – Cobra Head</b>					
30			\$0.02	\$0.02	\$0.02
45			\$0.03	\$0.03	\$0.03
60			\$0.04	\$0.04	\$0.04
95			\$0.06	\$0.06	\$0.06
139			\$0.09	\$0.09	\$0.09
219			\$0.14	\$0.14	\$0.15
<b>Light-Emitting Diode (LED) – Colonial</b>					
20			—	\$0.01	\$0.01
45			—	\$0.03	\$0.03
<b>Light-Emitting Diode (LED) – Contemporary</b>					
40			—	\$0.03	\$0.03
55			—	\$0.04	\$0.04
<b>Light-Emitting Diode (LED) – Flood Lighting – Unmetered</b>					
60			—	\$0.04	—
95			—	\$0.06	—
139			—	\$0.09	—

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**BILLING DEMAND**

Billing Demand subject to Transmission Service Charges for customers taking service under Rate Schedules GS/GM and GMH shall be the same as that determined for distribution and supply charges under the applicable rate schedules.

Billing Demand subject to Transmission Service Charges for Customers taking service under Rate Schedules GL, GLH, L, HVPS and UMS shall be the customer’s daily network service coincident peak load contribution in kW. This quantity is determined based on the customer’s load coincident with the annual peak of the Duquesne Zone (single coincident peak) as defined in the PJM Tariff Section 34.1.

**ANNUAL UPDATE**

The Transmission Service Charges (TSC) defined herein will be updated effective June 1<sup>st</sup> of each calendar year or more often upon determination that the rates then in effect would result in a significant over or under collection. On or about May 1<sup>st</sup>, the Company will file revised TSC rates with the PA Public Utility Commission (Commission) defining rates in effect from June 1 to May 31 of the following year, the computation year. These rates shall be determined based on the projected revenue requirement for the computation year, the projected cost of PJM charges and the over or under collection of expenses based on actual TSC revenue and expense incurred up to March 1 of each filing year. The revenue

**(C) – Indicates Change**

**ISSUED:**

**EFFECTIVE:**

SUPPLEMENT NO. ~~71XX~~  
TO ELECTRIC – PA. P.U.C. NO. 25



# SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

**DUQUESNE LIGHT COMPANY**

411 Seventh Avenue  
Pittsburgh, PA 15219

**Kevin E. Walker**

**President and Chief Executive Officer**

ISSUED: ~~March 20, 2024~~

EFFECTIVE: ~~May 20, 2024~~

Filed at Docket No. R-2024-3046523

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# NOTICE

**THIS TARIFF SUPPLEMENT ADDS PAGES AND RIDERS, MAKES CHANGES TO THE TABLE OF CONTENTS, RULES AND REGULATIONS, RATE SCHEDULES, RIDER MATRIX, RIDERS, AND APPENDIX A AND MAKES INCREASES TO THE RATES CONTAINED IN THE RATE SCHEDULES AND RIDERS.**

**See Page Two**

**LIST OF MODIFICATIONS MADE BY THIS TARIFF**

**CHANGES**

**Table of Contents**

**Eighth-Ninth Revised Page No. 3  
 Cancelling Seventh and Eighth Revised Pages No. 3**

List of Modifications – Original Page No. 2A through Original Page No. 2GJ have been added to Tariff No. 25 in order to accommodate the noted modifications and, therefore, the Table of Contents has been updated to reflect the additional pages.

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 4 - Electric Vehicle Time-of-Use Distribution Rate Pilot, Original-First Revised Page No. 92A through Original-First Revised Page No. 92B have been added to Tariff No. 25 and, therefore to the Table of Contents.

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 7 - Residential Managed Charging Pilot, Original-First Revised Page No. 97A has been added to Tariff No. 25 and, therefore to the Table of Contents.

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 and, therefore, to the Table of Contents.

In Rider No. 23 – Behavioral Load Management Pilot, Original-First Revised Page No. 141A and Original-First Revised Page No. 141B have been added to Tariff No. 25 and, therefore, to the Table of Contents.

**Rules and Regulations – The Electric Service Tariff  
 Rule No. 3 – Application**

**Second-Third Revised Page No. 6  
 Cancelling First and Second Revised Pages No. 6**

Under Rule No. 3 – Application, 120/208 volts, 3 wire was moved from the “legacy” standard service section back to the standard nominal service delivery voltages section.

Under Rule No. 3 – Application, 480 volts, 2 wire was moved from the standard nominal service delivery voltages section to the "legacy" standard service section.

Under Rule No. 3, language was removed and added in regard to the effective dates of the revisions.

**Rules and Regulations – The Electric Service Tariff  
 Rule No. 3.1 – Definitions**

**Third Revised Page No. 7  
 Cancelling Second Revised Page No. 7**

A definition for “Confirmed Low-Income Residential Account” has been added to Tariff No. 25.

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)

Rules and Regulations – The Electric Service Tariff First Revised Page No. 8  
Rule No. 3.1 – Definitions Cancelling Original Page No. 8

Language has been modified to correct Definition No. 14 - Electric Generation Supplier. When creating Tariff No. 25 (Order Entered November 14, 2019, at Docket No. R-2019-3013287) the definition was not copied over to Original Page No. 8 correctly.

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

Rules and Regulations – The Electric Service Tariff First Revised Page No. 9  
Rule No. 3.1 – Definitions Cancelling Original Page No. 9

The definitions have been re-numbered to accommodate the addition of the “Confirmed Low-Income Residential Account” definition.

Rules and Regulations – The Electric Service Tariff First Revised Page No. 10  
Rule No. 5 – Deposits and Advance Payments Cancelling Original Page No. 10

Language has been added to Rule No. 5 to clarify when a residential customer is exempt from paying a cash security deposit.

Rules and Regulations – The Electric Service Tariff Third Revised Page No. 11  
Rule No. 5 – Deposits and Advance Payments Cancelling Second Revised Page No. 11

Language from Rule No. 5 that was previously located at the bottom of Second Revised Page No. 11, Cancelling Original and First Revised Pages No. 11 has been moved to First Revised Page No. 12, Cancelling Original Page No. 12.

Rules and Regulations – The Electric Service Tariff First Revised Page No. 12  
Rule No. 5 – Deposits and Advance Payments Cancelling Original Page No. 12

Language has been added to Rule No. 5 to clarify when the Company may apply an existing security deposit to the account balance of Customer Assistance Program (“CAP”) and Confirmed Low-Income (“CLI”) customers.

Language from Rule No. 5 that was previously located at the bottom of Second Revised Page No. 11, Cancelling Original and First Revised Pages No. 11 has been moved to First Revised Page No. 12, Cancelling Original Page No. 12.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)**Rules and Regulations – Installation of Service**  
**Rule No. 6.1 – Service Point****~~Third-Fourth~~ Revised Page No. 13**  
**Cancelling Second ~~and Third~~ Revised Pages No. 13**

Under the “Service Point” column in Rule No. 6.1, language has been inserted to add clarity for 1-phase underground connections not covered in Rule No. 13.2 - Underground Electric Service in New Residential Developments (“URDs”):

Language has been added to ensure that the definition of Service Point aligns with alternative service point needs for Transportation Electrification Program offerings for customers.

The “A. Definitions” language and the “(1) Contractor cost” definition that was previously located at the bottom of Second Revised Page No. 13, Cancelling Original and First Revised Pages No. 13 has been moved to the top of Third Revised Page No. 14, Cancelling Second Revised Page No. 14.

**Rules and Regulations – Installation of Service**  
**Rule No. 7 – Supply Line Extensions****~~Third-Fourth~~ Revised Page No. 14**  
**Cancelling Second ~~and Third~~ Revised Pages No. 14**

The “A. Definitions” language and the “(1) Contractor cost” definition language that was previously located at the bottom of Second Revised Page No. 13, Cancelling Original and First Revised Pages No. 13 has been moved to the top of Third Revised Page No. 14, Cancelling Second Revised Page No. 14.

Under the “Definitions” Section of Rule No. 7 – Supply Line Extensions, a new Definition No. 6 - Contribution In Aid of Construction (“CIAC”) has been added to define a non-refundable CIAC.

**Rules and Regulations – Installation of Service**  
**Rule No. 7 – Supply Line Extensions****~~Third-Fourth~~ Revised Page No. 14**  
**Cancelling Second ~~and Third~~ Revised Pages No. 14**

Under the “Definitions” Section of Rule No. 7 – Supply Line Extensions, current Definition No. 6 – Income Tax has been renamed to Definition No. 7 – Income Tax in order to accommodate the addition of the Contribution In Aid of Construction (“CIAC”) definition.

**Rules and Regulations – Installation of Service**  
**Rule No. 7 – Supply Line Extensions****~~Original-First Revised~~ Page No. 14A**  
**Cancelling Original Page No. 14A**

Original Page No. 14A has been added to Tariff No. 25 in order to accommodate the language added for the CIAC definition under the “Definitions” Section of Rule No. 7 – Supply Line Extensions.

Language that referenced a refundable CIAC has been replaced with language referencing “cash advance” to clarify and reflect current business practice.

Language that acknowledged costs that are borne by the customer that had been removed in the Company’s 2018 Rate Case at Docket No. R-2018-3000124 has been added back into Rule No. 7 – Supply Line Extensions, B. Overhead Areas – (Continued) to clarify and reflect current business practice.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)

**Rules and Regulations – Installation of Service** ~~Third-Fourth~~ Revised Page No. 15  
**Rule No. 7 – Supply Line Extensions** Cancelling ~~Original and First-Second and Third~~ Revised Pages No. 15

Language that referenced a refundable CIAC has been replaced with language referencing “cash advance” to clarify and reflect current business practice.

The “D. Rights-of-Way” language that was previously located at the bottom of Second Revised Page No. 15, Cancelling Original and First Revised Pages No. 15 has been moved to the middle of Original Page No. 15A.

**Rules and Regulations – Installation of Service** ~~Original-First~~ Revised Page No. 15A  
**Rule No. 7 – Supply Line Extensions** Cancelling ~~Original~~ Page No. 15A

Language that acknowledged costs that are borne by the customer that had been removed in the Company’s 2018 Rate Case at Docket No. R-2018-3000124 has been added back into Rule No. 7 – Supply Line Extensions, C. Underground Areas – (Continued) to clarify and reflect current business practice.

The “D. Rights-of-Way” language that was previously located at the bottom of Second Revised Page No. 15, Cancelling Original and First Revised Pages No. 15 has been moved to the middle of Original Page No. 15A.

**Rules and Regulations – Installation of Service** ~~Third-Fourth~~ Revised Page No. 16  
**Rule No. 7 – Supply Line Extensions** Cancelling ~~Second and Third~~ Revised Pages No. 16

In the “E. Revenue Guarantees” section, language has been added to clarify and reflect current business practice.

Item No. F. has been renamed to “Cash Advance” and language has been updated to reflect “cash advance” throughout the section to clarify and reflect current business practice.

**Rules and Regulations – Installation of Service** ~~First-Second~~ Revised Page No. 17  
**Rule No. 7 – Supply Line Extensions** Cancelling ~~Original and First~~ Revised Pages No. 17

Item No. F. has been renamed to “Cash Advance” and language has been updated to reflect “cash advance” throughout the section to clarify and reflect current business practice.

**Rules and Regulations – Installation of Service** ~~First-Second~~ Revised Page No. 17  
**Rule No. 8 – Nonstandard Service** Cancelling ~~Original and First~~ Revised Pages No. 17

Language has been added to clarify and reflect current business practice.

Rule No. 9 Relocations of Facilities, A. Pole Removal or Relocation for Residential Customers language that was previously located at the bottom of Original Page No. 17 has been moved to the bottom of Original Page No. 17A in order to accommodate the addition of new Rule No. 8.1 Customer-Generator Pre-Application and new Rule No. 8.2 Large Load Study Deposit.

**LIST OF MODIFICATIONS MADE BY THIS TARIFF**

**CHANGES – (Continued)**

**Rules and Regulations – Installation of Service** **Original-First Revised Page No. 17A**  
**Rule No. 8.1 – Customer-Generator Pre-Application** **Cancelling Original Page No. 17A**

New Rule No. 8.1 Customer-Generator Pre-Application has been added to the tariff to clarify and reflect the pre-application process for a potential interconnection project.

**Rules and Regulations – Installation of Service** **Original-First Revised Page No. 17A**  
**Rule No. 8.2 – Large Load Study Deposit** **Cancelling Original Page No. 17A**

New Rule No. 8.2 Large Load Study Deposit has been added to the tariff to clarify and reflect that a load study may be required to establish service in certain instances.

**Rules and Regulations – Installation of Service** **Original-First Revised Page No. 17A**  
**Rule No. 9 – Relocations of Facilities** **Cancelling Original Page No. 17A**

Rule No. 9 Relocations of Facilities, A. Pole Removal or Relocation for Residential Customers language that was previously located at the bottom of Original Page No. 17 has been moved to the bottom of Original Page No. 17A in order to accommodate the addition of new Rule No. 8.1 Customer-Generator Pre-Application and new Rule No. 8.2 Large Load Study Deposit.

**Rules and Regulations – Installation of Service** **Fourth-Fifth Revised Page No. 26**  
**Rule No. 17 – Power Quality** **Cancelling Third and Fourth Revised Pages No. 26**

Rule No. 17 Fluctuations and Unbalances has been renamed to “Power Quality” to clarify and reflect current business practice.

Language in Rule No. 17 Power Quality has been updated to reference how power quality issues will be addressed in order to clarify and reflect current business practice.

**Rate RS – Residential Service** **First Revised Page No. 39**  
**Cancelling Original Page No. 39**

**Rate RH – Residential Service Heating** **First Revised Page No. 42**  
**Cancelling Original Page No. 42**

Language has been added under “Special Provisions,” regarding applicant and customer protections.

**Rate RA – Residential Service Add-On Heat Pump** **Third-Fourth Revised Page No. 43**  
**Cancelling Second and Third Revised Pages No. 43**

Language has been added to reflect that effective ~~May 20, 2024~~ January 1, 2025, Rate RA will no longer be available to new customers or applicants, or to new installations for existing customers.

## LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)

Rate RA – Residential Service Add-On Heat Pump First Revised Page No. 45  
Cancelling Original Page No. 45

Language has been added under “Special Provisions,” regarding applicant and customer protections.

**Rate GMH – General Service Medium Heating** ~~Third-Fourth~~ Revised Page No. 50  
Cancelling Second and Third Revised Pages No. 50

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GMH – General Service Medium Heating** ~~Third-Fourth~~ Revised Page No. 51  
Cancelling Second and Third Revised Pages No. 51

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GLH – General Service Large Heating** ~~Third-Fourth~~ Revised Page No. 56  
Cancelling Second and Third Revised Pages No. 56

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate GLH – General Service Large Heating** ~~Third-Fourth~~ Revised Page No. 57  
Cancelling Second and Third Revised Pages No. 57

Language has been revised to reflect that November through April will be the Winter Billing Months and that May through October will be the Summer Billing Months.

**Rate HVPS – General Service Large Heating** ~~First-Second~~ Revised Page No. 65  
Cancelling Original and First Revised Pages No. 65

Language has been removed to clarify and reflect current business practice.

Rate PAL – Private Area Lighting Fourth Revised Page No. 82  
Cancelling Second and Third Revised Page No. 82

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule.

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES – (Continued)

**Standard Contract Riders – Rider Matrix**

~~Fourth-Fifth~~ Revised Page No. 87  
 Cancelling Third ~~and Fourth~~ Revised Pages No. 87

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix.

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

Rider No. 7 – Residential Managed Charging Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

“Continued on” language has been updated to reflect page revision.

**Standard Contract Riders – Rider Matrix**

~~Second-Third~~ Revised Page No. 87A  
 Cancelling First ~~and Second~~ Revised Pages No. 87A

Rider No. 21 – Net Metering Service has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 and, therefore, to the Rider Matrix.

Rider No. 23 – Behavioral Load Management Pilot has been updated in the Matrix to reflect the applicable Rate Schedules to which it applies.

**Rider No. 4 – Electric Vehicle Time-of-Use Distribution  
 Rate Pilot**

~~Third-Fourth~~ Revised Page No. 92  
 Cancelling Second ~~and Third~~ Revised Pages No. 92

~~First~~ Revised Page No. 92A  
 Cancelling Original Page No. 92A

~~First~~ Revised Page No. 92B  
 Cancelling Original Page No. 92B

Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate Pilot has been added to Tariff No. 25 to allow for a limited number of eligible customers the option to enroll in ~~either~~ WholeHome distribution time-of-use service ~~or electric vehicle only (“EV-Only”) distribution TOU service.~~

LIST OF MODIFICATIONS MADE BY THIS TARIFF

~~INCREASES-CHANGES~~ – (Continued)

**Rider No. 5 – Universal Service Charge**

~~Third-Fourth~~ Revised Page No. 94  
 Cancelling Second ~~and Third~~ Revised Pages No. 94

The CAP participation level has been reset as per the provisions of Rider No. 5 – Universal Service Charge.

Language has been added to clarify that the annual estimated Calculation of Charge, specific to recoverable CAP discounts, will be based on the average number of CAP participants during the Computation Year.

**Rider No. 7 – Residential Managed Charging Pilot**

~~Third-Fourth~~ Revised Page No.97  
 Cancelling Second ~~and Third~~ Revised Pages No. 97

First Revised Page No. 97A  
 Cancelling Original Page No. 97A

Rider No. 7 – Residential Managed Charging Pilot has been added to Tariff No. 25 to offer eligible residential customers the opportunity to enroll in a managed charging pilot and receive an incentive to reduce their electric vehicle charging during Peak Demand Events.

**Rider No. 8 – Default Service Supply**

Tenth Revised Page No. 101  
 Cancelling Ninth Revised Page No. 101

Two wattage options (70 Watt and 150 Watt) have been removed from the “Flood-Lighting – Unmetered” Lighting Section of Rider No. 8 as they are no longer available/offered.

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule and, subsequently, to Rider No. 8.

**Rider No. 10 – State Tax Adjustment**

~~Ninth-Tenth~~ Revised Page No.112  
 Cancelling Eighth ~~and Ninth~~ Revised Pages No. 112

Rider No. 10 – State Tax Adjustment has been modified to reflect that Part 1 of the STAS has been set to zero.

**Rider No. 16 – Service to Non-Utility Generating Facilities**

~~Second-Third~~ Revised Page No. 124A  
 Cancelling First ~~and Second~~ Revised Pages No. 124A

Language has been modified to clarify customer requirements.

**Rider No. 19 – Community Development for New Load**

~~Third-Fourth~~ Revised Page No. 128  
 Cancelling Second ~~and Third~~ Revised Pages No. 128

~~Second-Third~~ Revised Page No. 128A  
 Cancelling First ~~and Second~~ Revised Pages No. 128A

Language has been modified to reflect updated discount periods and incentives for eligible customers to move and/or expand their operations within the Company’s service territory.

LIST OF MODIFICATIONS MADE BY THIS TARIFFCHANGES – (Continued)

**Rider No. 22 – Distribution System Improvement Charge** ~~Twentieth-Twenty-Fourth~~ Revised Page No. 137  
Cancelling ~~Nineteenth-Twenty-Third~~ Revised Page No. 137

Rider No. 22 – Distribution System Improvement Charge (“DSIC”) has been modified to reflect that it has been set to zero.

**Rider No. 23 – Behavioral Load Management Pilot** ~~Original-First Revised~~ Pages No. 141A-141B  
Cancelling ~~Original Pages No. 141A-141B~~

Rider No. 23 – Behavioral Load Management Pilot has been added to Tariff No. 25 to offer up to 7,500 eligible customers an opportunity to enroll in a peak demand pilot program and receive an incentive to reduce their consumption during peak events.

**Appendix A – Transmission Service Charges** ~~Fifth-Seventh~~ Revised Page No. 142  
Cancelling ~~Fourth-Sixth~~ Revised Page No. 142

Language has been revised to reflect that May through October will be the Summer Billing Months.

**Appendix A – Transmission Service Charges** ~~Eighth Revised~~ Page No. 143  
Cancelling ~~Seventh Revised~~ Page No. 143

Two wattage options (70 Watt and 150 Watt) have been removed from the “Flood-Lighting – Unmetered” Lighting Section of Appendix A as they are no longer available/offered.

Three wattage options (60 Watt, 95 Watt, and 139 Watt) for Light-Emitting Diode (“LED”) Flood Lighting fixtures have been added to the PAL Rate Schedule and, subsequently, to Appendix A.

INCREASES

**Rate RS – Residential Service** ~~Third-Fourth~~ Revised Page No. 38  
Cancelling ~~Second and Third~~ Revised Pages No. 38

**Rate RH – Residential Service Heating** ~~Third-Fourth~~ Revised Page No. 40  
Cancelling ~~Second and Third~~ Revised Pages No. 40

**Rate RA – Residential Service Add-On Heat Pump** ~~Third-Fourth~~ Revised Page No. 43  
Cancelling ~~Second and Third~~ Revised Pages No. 43

**Rate GS/GM – General Service Small and Medium** ~~Third-Fourth~~ Revised Page No. 46  
Cancelling ~~Second and Third~~ Revised Pages No. 46

LIST OF MODIFICATIONS MADE BY THIS TARIFFINCREASES – (Continued)

Rate GMH – General Service Medium Heating	<del>Third-Fourth</del> Revised Page No. 50 Cancelling Second <del>and Third</del> Revised Pages No. 50
	<del>Third-Fourth</del> Revised Page No. 51 Cancelling Second <del>and Third</del> Revised Pages No. 51
Rate GL – General Service Large	<del>Third-Fourth</del> Revised Page No. 53 Cancelling Second <del>and Third</del> Revised Pages No. 53
Rate GLH – General Service Large Heating	<del>Third-Fourth</del> Revised Page No. 56 Cancelling Second <del>and Third</del> Revised Pages No. 56
	<del>Third-Fourth</del> Revised Page No. 57 Cancelling Second <del>and Third</del> Revised Pages No. 57
Rate GL – Large Power Service	<del>Third-Fourth</del> Revised Page No. 59 Cancelling Second <del>and Third</del> Revised Pages No. 59
Rate HVPS – High Voltage Power Service	<del>Third-Fourth</del> Revised Page No. 62 Cancelling Second <del>and Third</del> Revised Pages No. 62
Rate AL – Architectural Lighting Service	<del>Third-Fourth</del> Revised Page No. 66 Cancelling Second <del>and Third</del> Revised Pages No. 66
Rate SE – Street Lighting Energy	<del>Third-Fourth</del> Revised Page No. 69 Cancelling Second <del>and Third</del> Revised Pages No. 69
Rate SM – Street Lighting Municipal	<del>Third-Fourth</del> Revised Page No. 70 Cancelling Second <del>and Third</del> Revised Pages No. 70
	<del>Third-Fourth</del> Revised Page No. 71 Cancelling Second <del>and Third</del> Revised Pages No. 71
	<del>Third-Fourth</del> Revised Page No. 72 Cancelling Second <del>and Third</del> Revised Pages No. 72
Rate SH – Street Lighting Highway	<del>Third-Fourth</del> Revised Page No. 76 Cancelling Second <del>and Third</del> Revised Pages No. 76

**LIST OF MODIFICATIONS MADE BY THIS TARIFF**

**INCREASES – (Continued)**

**Rate UMS – Unmetered Service**

**~~Third-Fourth~~ Revised Page No. 80  
Cancelling Second ~~and Third~~ Revised Pages No. 80**

**Rate PAL – Private Area Lighting**

**~~Third-Fourth~~ Revised Page No. 82  
Cancelling Second ~~and Third~~ Revised Pages No. 82**

**~~Third-Fourth~~ Revised Page No. 84  
Cancelling Second ~~and Third~~ Revised Pages No. 84**

**Rider No. 16 – Service to Non-Utility Generating Facilities**

**~~Fourth-Fifth~~ Revised Page No. 124  
Cancelling Third ~~and Fourth~~ Revised Pages No. 124**

**~~Second-Third~~ Revised Page No. 124A  
Cancelling First ~~and Second~~ Revised Pages No. 124A**

Unit prices have changed resulting in increases.

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(C) – Indicates Change

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(C)

**RULES AND REGULATIONS**

**THE ELECTRIC SERVICE TARIFF**

**1. FILING AND POSTING** A copy of the Tariff, comprising of the Rules and Regulations, Rates and Riders, and governing electric service, is filed with the Pennsylvania Public Utility Commission. A copy of the Tariff may be obtained by calling, e-mailing or writing the Company’s business office. The Tariff may also be accessed at [www.duquesnelight.com](http://www.duquesnelight.com) and is posted and open to inspection at the offices of the Company where payments are made by customers.

**2. REVISIONS** The tariff is subject to such change and modification as may be made from time to time in the manner prescribed by the Public Utility Law. If any rate for electric service is increased, the affected customer shall have the option of discontinuing service, but shall be obligated to pay the increased rate from the effective date thereof until service has been discontinued.

**2.1 RULES AND REGULATIONS** The Rules and Regulations, filed as part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable. The obligations imposed on customers in the Rules and Regulations apply as well to everyone receiving service unlawfully and to unauthorized use of service.

**2.2 STATEMENT BY AGENTS** No representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

**3. APPLICATION** Rates of the tariff apply only to the Company's Standard Service delivered from overhead supply lines except in certain restricted areas where the Company is required to provide underground distribution. Riders of the tariff amend or modify the terms governing the electric service under the rates to which they apply. Effective January 1, 2025, Standard Service is alternating current of sixty cycles frequency, conforming as to voltage and phase with the following list of standard nominal service delivery voltages. (C)

SINGLE-PHASE	THREE-PHASE		
120/208 volts, 3 wire	120/208 volts, 4 wire	23,000 volts, 3 wire	(C)
120/240 volts, 3 wire	277/480 volts, 4 wire	13,200/23,000 volts, 4 wire	
13,200 volts, 2 wire	2,400 volts, 3 wire	138,000 volts, 3 wire	(C)
240/480 volts, 3 wire	2,400/4,160 volts, 4 wire		

For service installations completed prior to December 29, 2018, Standard Service may include the delivery voltages listed above as well as the following list of standard nominal service delivery voltages, as applicable.

SINGLE-PHASE	THREE-PHASE		
120 volts, 2 wire	230 volts, 3 wire		
230 volts, 2 wire	460 volts, 3 wire		(C)
460 volts, 2 wire	11,500 volts, 3 wire		
480 volts, 2 wire <sup>(1)</sup>	69,000 volts, 3 wire		
230/460 volts, 3 wire	345,000 volts, 3 wire		(C)
2,400 volts, 2 wire			
23,000 volts, 2 wire			

<sup>(1)</sup> For service installations completed prior to January 1, 2025, Standard Service may include this delivery voltage. (C)

**RULES AND REGULATIONS – (Continued)**

**THE ELECTRIC SERVICE TARIFF – (Continued)**

**3. APPLICATION – (Continued)**

The supply of electricity may be provided by the Company or by an alternative Electric Generation Supplier (“EGS”). Rates for the supply of electricity shall apply per applicable tariffs of the Company or the EGS.

**3.1 DEFINITIONS**

(1) **Aggregator or Market Aggregator** – An entity, licensed by the Commission, which purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.

(2) **Applicant** – An entity that applies for service provided by the Company. With respect to residential applicants, “applicant” means a natural person not currently receiving service who applies for residential service provided by a public utility or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. The term does not include a person who, within thirty (30) days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the Company. (C)

(3) **Basic Services** – The services necessary for the physical delivery of electricity service such as supply, including default service, transmission and distribution. Unless directed otherwise, “electric service” or “service” used throughout this tariff have the same meaning.

(4) **Bill Ready** – A form of consolidated billing where Duquesne Light provides a customer’s usage to its electric generation supplier (“EGS”) and the EGS then calculates the customer’s charges and sends the line item(s) back to the Company to be presented on the supplier portion of the bill.

(5) **Broker or Marketer** – An entity, licensed by the Commission, which acts as an agent or intermediary in the sale and purchase of electric energy but does not take title to electric energy.

(6) **Commission** – The Pennsylvania Public Utility Commission.

(7) **Company** – Duquesne Light Company.

(8) Confirmed Low-Income Residential Account – Accounts where the EDC has obtained information that would reasonably place the customer in a low-income designation. (C)

(8)(9) Customer – Any person, partnership, association, corporation or other legal entity lawfully receiving service from the Company. Unless indicated otherwise, “retail customer” and “customer” used throughout this tariff shall have the same meaning. A residential customer is a natural person in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property of which the residential utility service is requested. The term includes a person who, within thirty (30) days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the service territory of the public utility. (C)

(9)(10) Default Service – The Company will provide electricity to the customer in the event that a customer: 1) elects not to obtain electricity from an EGS; 2) elects to have the Company supply electricity after having previously purchased electricity from an EGS; 3) contracts with an EGS who fails to supply electricity, or 4) has been returned to Default Service by the EGS under circumstances as described in Rule No. 45.2 of this tariff. (C)

(C) – Indicates Change

ISSUED: ~~JANUARY 4, 2022~~

EFFECTIVE: ~~JANUARY 15, 2022~~

**RULES AND REGULATIONS – (Continued)**

**THE ELECTRIC SERVICE TARIFF – (Continued)**

**3.1 DEFINITIONS - (Continued)**

- ~~(10)~~(11) **Direct Access** – The right of EGSs and retail customers to utilize and interconnect with the electric transmission and distribution system of the Company on a non-discriminatory basis at rates and terms and conditions of service comparable to the Companies’ own use of the system to transport electricity from any generator of electricity to any retail customer. (C)
- ~~(11)~~(12) **Distribution Charges** – Basic service charges for delivering electricity over a distribution system (e.g. wires, transformers, substations and other equipment) to the home or business from the transmission system. The distribution charge is regulated by the Commission. These charges include basic service under 52 Pa. Code §56.15 (4) (relating to billing information) and Riders, as applicable. (C)
- ~~(12)~~(13) **Electric Distribution Company (“EDC”)** – An entity, including Duquesne Light Company (“Company”), owning and providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving such building or facility and that supply electric power and other related electric power services to occupants of the building or facility. (C)
- ~~(13)~~(14) **Electric Generation Suppliers (“EGS”)** – A person or corporation, including municipal corporation, which provides service outside its municipal limits except to the extent provided prior to January 1, 1997. This includes brokers and marketers, aggregators or any other entities that sell to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company. The term excludes building or facility owner/operators that manage the internal distribution system for the building or facility and that supply electric power and other related power services to occupants of the building or facility. ~~The term a( to generation choice for customers of electric cooperatives).~~ (C)  
The term also excludes electric cooperative corporations except as provided in 15 Pa. C.S. Ch. 74 (relating to generation choice for customers of electric cooperatives). (C)
- ~~(14)~~(15) **Electricity Provider** – The term refers collectively to the EDC, EGS, electricity supplier, marketer, aggregator and/or broker, as well as any third party acting on behalf of these entities. (C)
- ~~(15)~~(16) **Non-Basic Services** – Optional recurring services which are distinctly separate and clearly not required for the physical delivery of electric service. (C)
- ~~(16)~~(17) **PJM** – PJM Interconnection, L.L.C. (C)
- ~~(17)~~(18) **PJM Tariff** – The PJM Open Access Transmission Tariff (“OATT”) on file with the Federal Energy Regulatory Commission (“FERC”) and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area. (C)
- ~~(18)~~(19) **Rate Ready** – A form of consolidated billing where Duquesne Light calculates the charge to be presented on the supplier portion of the bill based upon the rates previously supplied by the electric generation supplier (“EGS”). (C)
- ~~(19)~~(20) **Renewable Resource** – Includes technologies such as solar photovoltaic energy, solar thermal energy, wind power, low-head hydropower, geothermal energy, landfill or other biomass-based methane gas, mine-based methane gas, energy from waste and sustainable biomass energy. (C)

**(C) – Indicates Change**

## RULES AND REGULATIONS – (Continued)

THE ELECTRIC SERVICE TARIFF – (Continued)

## 3.1 DEFINITIONS - (Continued)

~~(20)~~(21) **Summary Bill** - An aggregate bill prepared for two or more meter locations owned or legally controlled by the same customer for charges for electric service. (C)

~~(21)~~(22) **Supply Charges** - Basic service charges for acquiring or producing electricity for supply to retail customers. This excludes charges for transmission or other charges related to electric service. (C)

~~(22)~~(23) **Transmission Charges** - Basic charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of the Company billed to customers that acquire their electricity from the Company. Customers who choose to acquire electricity from an EGS will be billed for transmission services by the EGS. (C)

**3.2 ELECTRIC GENERATION SUPPLIER TARIFF** The rules and guidelines provided in the Company's "Electric Generation Supplier Coordination Tariff" (Supplier Tariff) shall apply to EGS's accessing the Company's transmission and distribution systems to supply electricity to retail customers. Those rules and guidelines pertaining to direct access procedures shall apply accordingly to customers who elect to purchase part or all of their electricity from an EGS. Copies of these rules may be obtained by calling, e-mailing or writing the Company's business office. In addition, they may also be accessed at [www.duquesnelight.com](http://www.duquesnelight.com) and are posted and open to inspection at the offices of the Company where payments are made by customers.

**CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS**

**4. CONTRACTS** The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer and to compensate the Company for other incremental costs of Nonstandard Service. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and 66 Pa.C.S. § 2807. Extension of such facilities will not be conditioned on the customer's agreement to purchase supply from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulations, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service.

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers to address changing business needs, operating conditions or less expensive competitive alternatives for energy. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

**RULES AND REGULATIONS - (Continued)**

**CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

**4. CONTRACTS – (Continued)**

Terms and conditions of service will be mutually agreed upon by the Company and the customer and included in a signed contract, which will be filed with the Public Utility Commission. The Company at its sole discretion may request Public Utility Commission approval. The terms of the agreement will be confidential upon filing with the Commission. Rates established under special contracts will be sufficient to recover, at a minimum, all appropriate incremental costs. Any special contracts written to become effective on or after January 1, 2007, shall apply only to charges for the distribution service provided by the Company.

The contract shall contain all terms and conditions and the rates and charges to be paid for electric service.

The contract shall be for a period of no less than one (1) year and no greater than ten (10) years.

The contract will be terminated by the Company if the Company charges are not paid when due as specified in Tariff Rule No. 21, before the addition of the Late Payment Charge. Upon termination of the contract under these conditions, the regular electric tariff rates will be applied to electric service rendered from that point forward. A new special contract will not be made available to a customer whose previous special contract was terminated because of failure to pay bills as specified in Tariff Rule No. 21.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract. Upon expiration of their contract, special contract customers will default to Rider No. 9 – Day-Ahead Hourly Price Service.

**5. DEPOSITS AND ADVANCE PAYMENTS** The Company reserves the right to require a cash deposit from applicants taking service for a period of less than thirty (30) days, in an amount equal to the estimated gross bill for Company charges, including applicable EGS charges, for such temporary service. The gross bill for Company charges shall include all fixed, demand and energy charges for Company charges in accordance with the applicable tariff. Deposits may be required from all other applicants when creditworthiness has not been established. A deposit may also be required from existing customers when such customer's credit standing is impaired by delinquent payments of any two (2) consecutive electric bills for Company charges or three (3) or more electric bills for Company charges within the preceding twelve (12) months, or as a condition to the reconnection of service or failure to comply with a payment arrangement. Company charges include the customer's EGS receivables that are purchased by the Company. When an applicant or customer provides income documents or other information that they are eligible for state benefits based upon household income eligibility requirements that are consistent with those of the Company's customer assistance program, ~~the Company shall not require an applicant or customer who is confirmed to be eligible for a customer assistance program~~ to provide a cash deposit.

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The Company, at its discretion, may deem a non-residential customer or applicant to be not creditworthy. Evidence that such a customer or applicant is not creditworthy may include, but shall not be limited to, where the customer or applicant: (i) is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due); (ii) has a class of publicly-traded debt outstanding that is rated to be below investment grade; (iii) has tendered two (2) or more checks that are subsequently dishonored by a payee according to 13 Pa.C.S. § 3502, within the last twelve (12) billing cycles; or (iv) has had an account balance at least sixty (60) days in arrears within the last twelve (12) billing cycles. The Company may require non-residential customers or applicants to provide financial data as reasonably necessary for the Company to assess their creditworthiness.

**RULES AND REGULATIONS - (Continued)**

**CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

**5. DEPOSITS AND ADVANCE PAYMENTS - (Continued)**

The Company may also use an applicant or customer credit score from a third-party credit agency as a means to establish creditworthiness. The credit score in the report will be based in part on previous utility billing history and will use a commercially recognized credit scoring methodology that is within the range of generally accepted industry practices to determine whether security or advance payments are required to establish service. The Company may request a government issued photo ID of any applicant to verify the application.

Where the Company requires a deposit from a residential customer or applicant, the amount of the deposit will be based on Company charges in an amount that is equal to one-sixth of the applicant's estimated annual bill or one-sixth of the actual average annual bill for existing customers at the premises. The minimum deposit amount for non-residential customers and applicants shall be \$250.00. When the Company determines a deposit is required for new service or for reconnection of service as described in Rule No. 40, such deposit shall be payable within a reasonable time period after commencing or reconnecting electric service, not to be fewer than four (4) twenty-five percent (25%) installments with the first installment billed no less than thirty (30) days after the reconnection of service in the event of a reconnection. Failure to pay a required deposit may result in termination of service consistent with Commission regulations. An applicant or existing customer may furnish a third-party guarantor in lieu of a cash deposit, with the provision of a written guaranty setting forth the terms therein. The guarantor will be responsible for all missed payments of the applicant or customer.

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The Company will pay interest on residential cash deposits computed at the simple annual interest rate determined by the Commonwealth of Pennsylvania's Secretary of Revenue. The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of the date the deposit is refunded or credited or December 31. On January 1 of each year, the new interest rate for that year will apply to the deposit. For all other cash deposits, the Company will pay interest at the lower of the average of 1-year Treasury Bills for September, October and November of the previous year beginning May 1, 1995, and January 1, 1996, and each year thereafter, or six percent per annum without deduction for any taxes thereon, provided that interest accrued prior to April 14, 1995, shall be calculated at 6%. On deposits held for more than one year, accrued interest will be paid at the end of each anniversary year. Upon the return of a deposit, any unpaid interest accrued thereon will be paid.

Deposits secured from a residential applicant or customer shall be returned to the depositor when a timely payment history has been established. A timely payment history is established when a customer has paid undisputed bills in full and on time for twelve (12) consecutive months. Should a customer become delinquent prior to establishing a timely payment history, the Company may deduct the outstanding balance from the deposit. Deposits secured from other than residential customers shall be returned to the depositor upon annual review provided such depositor shall have paid undisputed bills during those consecutive twelve (12) months without having service terminated and without having paid the bill subsequent to the due date so long as the customer is not currently delinquent. Payment of any disputed bill, where the payment is withheld beyond the due date set forth on the face of the bill at issue and the dispute over which is terminated substantially in favor of the customer, shall be made by the customer within fifteen (15) days following the termination of that dispute in order to be deemed timely. Where service is discontinued, the deposit and unpaid interest accrued thereon to the date of discontinuance of service, less the amount of all bills due the Company, will promptly be paid to the customer.

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## RULES AND REGULATIONS - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)

(C)

5. DEPOSITS AND ADVANCE PAYMENTS - (Continued)

(C)

The Company may apply an existing security deposit for Customer Assistance Program ("CAP") and Confirmed Low-Income ("CLI") customers to the account balance only with the customer's informed consent. As part of obtaining this informed consent, the Company will explain to the customer how applying the security deposit to the account balance will impact the customer's monthly bill, and the right of the customer to request a direct refund of any security deposit paid.

(C)

For purposes of all of the provisions of this Rule No. 5, when a customer resides at a place of business or commercial establishment, legitimately served pursuant to a commercial or industrial rate schedule, that is not a residential dwelling unit attached thereto, the customer is not thereby entitled to any of the protections in the Pennsylvania Public Utility Code or the Commission's regulations implementing the Pennsylvania Public Utility Code, or to any of the provisions of these rules or this Tariff, that apply exclusively to deposits for residential customers.

(C)

PAYMENT OF OUTSTANDING BALANCE

**5.1 PAYMENT OF OUTSTANDING BALANCE** As a condition of the furnishing of service to an applicant or customer, the payment of any outstanding account amount with the Company for which the applicant or customer is legally responsible is required. The Company may require the payment of an outstanding balance or portion of an outstanding balance as a condition of furnishing service if the applicant or customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time applicant/customer resided there, not exceeding four (4) years from the date that the last bill rendered, except for fraud or theft. The Company may require the applicant or customer to provide, and may establish that an applicant or customer previously resided at a property for which residential service is requested through the use of a mortgage, deed or lease or a commercially available consumer credit reporting service. In addition, the Company may also require and use valid government-issued photo identification, and may use billing/mailling records, court records, factual reporting and Company records where the applicant or customer was listed as a spouse or an occupant of a premise, such as on a customer assistance program enrollment form, a payment arrangement, a power of attorney or authorization or a medical certification.

INSTALLATION OF SERVICE

**6. INSTALLATION RULES** Except for Nonstandard Service expressly approved in advance by the Company, service installations shall be made in accordance with the Company's "Electric Service Installation Rules," copies of which may be obtained by calling, e-mailing or writing the Company's business office. In addition, the Rules may be accessed at [www.duquesnelight.com](http://www.duquesnelight.com).

**RULES AND REGULATIONS - (Continued)**

**INSTALLATION OF SERVICE - (Continued)**

**6.1 SERVICE POINT** The Service Point for the customer’s service installation shall depend on the customer’s type of service. The Service Point shall generally be designated as follows:

Type of Service	Service Point
Service voltage greater than 600V	Metering terminals, or for transformed service, secondary transformer terminals
Overhead service at voltage less than 600V	Service drop
Underground service at voltage less than 600V	For underground service from overhead secondary lines: the service lateral connection to Company pole.  For underground service from underground spot networks: the network protector spade(s).  For underground service from street secondary underground networks: the collector bus.  For three-phase transformed underground service: the secondary transformer terminal.  In Underground Residential Developments covered by Rule No. 13.2: the meter base.  For single-phase transformed underground service not covered by Rule No 13.2: the secondary transformer terminal.  For other underground service from underground secondary lines: the terminal box.
Any service via lines supported by a customer-owned pole or structure	Point of service line connection to the first customer-owned pole or structure to which Company facilities connect

(C)

The Company reserves the right to designate an alternative Service Point, at its sole discretion, for customers with atypical or specialized service configurations, or customers participating in the Company’s electric vehicle program(s) or electric vehicle pilot program(s) for electric vehicle charging stations.

(C)

The Company shall not be required to install or maintain any conductors, meter base, equipment or apparatus beyond the Service Point except meter and meter accessories, as applicable; and electric vehicle charging stations and/or make-ready infrastructure, as applicable, for customers participating in the Company’s applicable electric vehicle pilot program(s).

(C)

## RULES AND REGULATIONS - (Continued)

INSTALLATION OF SERVICE - (Continued)

## 7. SUPPLY LINE EXTENSIONS (C)

## A. Definitions (C)

For the purposes of this rule, the following definitions are applicable: (C)

- (1) **Contractor cost** - The amount paid to a contractor for work performed on a line extension. (C)
- (2) **Direct labor cost** - The pay and expenses of public utility employees directly attributable to work performed on line extensions, but does not include construction overheads or payroll taxes, workers' compensation expenses, or similar expenses.
- (3) **Direct material cost** - The purchase price of materials used for a line extension, but does not include the related stores expenses. In computing direct material costs, proper allowance should be made for unused materials recovered from temporary structures, and discounts allowed and realized in the purchase of materials.
- (4) **Total construction cost** - The contractor cost, direct labor cost, direct material cost, stores expense, construction overheads, payroll taxes, workers' compensation expenses, or similar expenses.
- (5) **Current Year** - For purposes of calculating a revenue guarantee, current year shall be each consecutive period of twelve (12) calendar months following the date permanent electric delivery service was first provided to a customer or applicant.
- (6) **Contribution In Aid of Construction ("CIAC")** – A non-refundable contribution from customers or applicants that offsets the cost of building infrastructure to serve them (poles, overhead conductor, underground conductor, transformers, services, etc.), including the related income tax. (C)
- (7) **Income Tax** - Federal and State tax relating to the tax liability of contributions in aid-of-construction ("CIAC"). (C)

## B. Overhead Areas

- (1) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all single-phase overhead supply lines operating at 23,000 volts or less to approximately 100 feet within the customer's or applicant's property line without a guarantee of revenue. (C)

**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**7. SUPPLY LINE EXTENSIONS – (Continued)**

(C)

**B. Overhead Areas – (Continued)**

(C)

(2) In areas where the existing supply lines are overhead, the Company will construct and maintain extensions of all three-phase overhead supply lines, operating at 23,000 volts or less, which are usable as a part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant over a period of five years which is sufficient to recover the actual total construction cost of the three-phase overhead line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax.

(C)

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(C)

(3) When the customer or applicant requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer or applicant through a CIAC and will not be included when determining the revenue guarantee amount.

(C)

**RULES AND REGULATIONS - (Continued)**

**INSTALLATION OF SERVICE - (Continued)**

**7. SUPPLY LINE EXTENSIONS - (Continued)**

**C. Underground Areas**

- (1) In areas where the existing supply lines are underground outside the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all single-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the single-phase supply line extension is to supply electricity exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant, over a period of five years which is sufficient to recover the actual total contractor cost, direct labor cost and direct material cost for the full length of the single-phase underground line extension, less the estimated total contractor cost, direct labor cost, and direct material cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax. (C)
- (2) In areas where the existing supply lines are underground outside of the limits of a residential development covered by Tariff Rule 13.2, the Company will construct and maintain extensions of all three-phase underground supply lines operating at 23,000 volts or less which are usable as part of its general supply system without a guarantee of revenue. When the three-phase supply line extension is to supply service exclusively to a single customer or applicant, such a supply line will be extended to the customer's or applicant's property line only if a guarantee of revenue is provided by the customer or applicant over a period of five years which is sufficient to recover the actual total construction cost of the three-phase underground line extension, less the estimated total construction cost for an equivalent single-phase overhead line extension. In the event that a revenue guarantee is not sufficient to recover the estimated total cost of the construction, or if the Company determines that the extension is speculative, or the customer or applicant represents a credit risk, the Company may require an up-front cash advance from the customer or applicant to recover the total cost of construction. A customer or applicant may choose the option to make a cash advance rather than utilize a revenue guarantee. The Company will consider financing alternatives, such as a letter of credit or other payment arrangements, in lieu of a cash advance when appropriate. Any CIAC payment required will include the related income tax. (C)

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**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**7. SUPPLY LINE EXTENSIONS - (Continued)**

(C)

**C. Underground Areas – (Continued)**

(C)

- (3) (C)When the customer or applicant requests an alternate routing or a deviation from the Company's standard overhead construction practices, the additional cost incurred plus the related income tax will be borne by the customer or applicant through a CIAC and will not be included when determining the revenue guarantee amount.

(C)

**D. Rights-of-Way**

(C)

Before construction of a line extension, satisfactory rights of way and other necessary permits must be granted to the Company for the construction of the supply line extension along the route selected by the Company. The customer or applicant agrees to pay the Company any initial and recurring rights-of-way or license fees in excess of an amount normally incurred by the Company in constructing and maintaining the supply line extension.

**RULES AND REGULATIONS - (Continued)**

**INSTALLATION OF SERVICE - (Continued)**

**7. SUPPLY LINE EXTENSIONS - (Continued)**

**E. Revenue Guarantees**

The revenue guarantee amount shall be the estimated combined cost of (i) the line extension and (ii) other new Company facilities necessary to serve the customer or applicant that has not already been included in a CIAC. The annual revenue guarantee amount shall be the revenue guarantee amount, divided by the number of years in the guarantee period. The annual revenue guarantee amount will be reviewed yearly and will be adjusted to the minimum charges as provided in the applicable rate schedule on the following basis:

- (1) When the total of the monthly Company delivery charges at the end of the current year is less than the annual revenue guarantee amount, a payment equal to the difference plus the related income tax where applicable shall be immediately due and payable.
- (2) When the total of the monthly Company delivery charges within the number of years in the guarantee period equals or exceeds the revenue guarantee amount, no further payments toward the revenue guarantee amount are required. Any prior payments in excess of the revenue guarantee amount, except for otherwise-applicable charges for electric service, will be refunded with accrued interest.
- (3) If an additional customer is served from the line extension, the revenue guarantee amount will be reduced to the cost of the line extension which is used exclusively to serve the single customer. If the cost of the line extension to serve the new customer would increase the revenue guarantee amount for an existing customer, the extension shall be considered as a new line extension.
- (4) In the event the customer discontinues or cancels service before the end of the guarantee period, the balance of the revenue guarantee amount plus the related income tax where applicable shall be immediately due and payable.

**F. Cash Advance**

The cash advance will be refunded to the customer over the five-year revenue guarantee period to the extent that the revenue from the customer satisfies the revenue guarantee.

- (1) When the total of the monthly Company delivery charges at the end of the current year is greater than or equal to one-fifth of the cash advance, a refund of one-fifth of the cash advance will be made to the customer.
- (2) When the total of the monthly Company delivery charges at the end of the current year is less than one-fifth of the cash advance, a refund of one-fifth of the cash advance less the revenue shortfall will be made to the customer.

**RULES AND REGULATIONS - (Continued)**

**INSTALLATION OF SERVICE - (Continued)**

**7. SUPPLY LINE EXTENSIONS - (Continued)**

**F. Cash Advance – (Continued)**

- (3) At the end of the five-year revenue guarantee period, a final reconciliation of delivery charges during the period will be made against the cash advance. If the total delivery charges paid exceed or equal the original cash advance, any remaining cash advance will be returned to the customer. If the total delivery charges paid are less than the original cash advance, the remaining cash advance will be retained by the Company. (C)

**8. NONSTANDARD SERVICE** The Company reserves the right to require a customer or applicant for service to pay the cost, through a CIAC, including the related income tax, of any special installation necessary to meet the unusual requirements of the customer or applicant for service, including, but not limited to: (C)

- (1) service at other than standard voltages,
- (2) service for intermittent, unbalanced or fluctuating loads, which, in the Company's sole judgement, would not generate sufficient revenue to recover the installation costs of the required facilities,
- (3) service for loads that will be continuous but that will generate minimal usage, and which, in the Company's sole judgement, would not generate sufficient revenue to recover the installation costs of the required facilities,
- (4) service for loads that will require provision of closer voltage regulation than required by standard service,
- (5) redundant service requested by the customer and not required by the Company, and
- (6) service routings or configurations that deviate from the Company's standard construction standards described in the Company's "Electric Service Installation Rules," or that would otherwise necessitate significant construction of new Company facilities.

The customer or applicant shall pay all costs to the Company of performing environmental assessments, including, but not limited to, the cost of consultants utilized by the Company, the cost of removal and disposal of contamination, waste or hazardous materials or dealing with other adverse environmental conditions associated with either the initial installation, modification, repair, maintenance or removal of service facilities.

The Company may decline to provide Nonstandard Service where, in the Company's sole judgment, it would not be commercially, operationally, and/or technically reasonable to provide such service.

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**RULES AND REGULATIONS - (Continued)**

(C)

**INSTALLATION OF SERVICE - (Continued)**

(C)

**8.1 CUSTOMER-GENERATOR PRE-APPLICATION** For a potential interconnection project expected to be 500 kW or larger, a customer, applicant, or prospective customer may request a preapplication review and report. The preapplication report will include a high-level estimated timeline and costs associated with the potential interconnection project. The high-level estimated timeline and costs provided in the preapplication report are current as of the date the Company provides the preapplication report and are subject to change. The Company will not commence work on the initial preapplication review until it receives the following from the customer, applicant, or prospective customer: (a) a non-refundable and up-front preapplication review fee, (b) proposed location of the potential interconnection project, and (c) sufficient technical details for the proposed project, including, but not limited to, the size of the proposed interconnection project in kW. After receiving the aforementioned information and fee, the Company will provide the preapplication report without unreasonable delay. The preapplication results are not binding on the Company and do not waive or replace the customer's requirement to submit an interconnection application. The Company preapplication review and report does not establish a place in the application queue nor reserve any hosting capacity. The fee for the initial interconnection analysis cannot be applied to existing or future interconnection application fee(s) as set forth by 52 Pa. Code § 69.2104. (C)

**8.2 LARGE LOAD STUDY DEPOSIT** For a project to establish service to a new load of 300 kW or larger or to increase the load of an existing service by 300 kW or larger, the Company, at its discretion, may require a load study and report. The load study report will include high-level estimated timeline and costs associated with the project. The high-level estimated timeline and costs provided in the load study report are current as of the date the Company provides the load study report and are subject to change. The load study results are not binding on the Company. The Company will not commence work on the load study until it receives the following from the customer, applicant, or prospective customer: (a) a deposit for the load study, (b) proposed location of the project or potential project, and (c) sufficient technical details for the project or proposed project, including, but not limited to, the size of the project or proposed project in kW and estimated power factor. The applicant is responsible for, and must pay, all actual load study costs. The actual costs of the load study may exceed the deposit. If load study costs exceed the deposit, the Company will send the customer/applicant/prospective customer notification and they must pay the additional costs in order for the study to proceed. If load study costs do not exceed the deposit, the Company will send the customer/applicant/prospective customer notification and the Company will return any unused funds to them. After receiving the aforementioned information and deposit, the Company will provide the load study report without unreasonable delay. (C)

**9. RELOCATIONS OF FACILITIES**

(C)

**A. Pole Removal or Relocation for Residential Customers**

When requested by a residential property owner who is not otherwise entitled to receive condemnation damages to cover the cost of the pole removal or relocation or who is not requesting a pole removal or relocation as the result of damages caused by the intentional or negligent conduct of any party, the Company will when it is practicable, subject to the execution

**RULES AND REGULATIONS - (Continued)**

**MEASUREMENT AND USE OF SERVICE - (Continued)**

**16.1 INTERCONNECTION, SAFETY AND RELIABILITY REQUIREMENTS** In order to assure the integrity and safe operation of the Company's system and to permit the continuation of reliable service to other customers, the following requirements and standards apply to all types of Generating Facilities, including customer owned generation and customer owned energy storage systems, desiring to interconnect with the Company's system.

All generation operations shall be performed in a safe, reasonable and competent manner in accordance with prudent electric practices in order to, among other things, preserve and protect the Company's electric system.

All Generating Facilities shall submit a written application to the Company for acceptance of interconnected operation of their facilities with the Company's system prior to engaging in such interconnected operations. The Company may require, among other things, the following as part of any application submitted by an Applicant/Customer for service under this Rule No. 16.1.

1. Plans, specifications and location of the proposed installation.
2. Single line diagrams and details, including relay settings, of the proposed protection schemes.
3. Instruction manuals for all protective components.
4. Component specifications and internal wiring diagrams of protective components, if not provided in instruction manuals.
5. Generator data required to analyze fault contributions and load current flows including, but not limited to, equivalent impedances, time constants and harmonic distortions.
6. The rating of all protective equipment if not provided in instruction manuals.
7. All such other information that may be required by the Company.

Paralleling customer generation with the Company's system, including closed transition of customer back-up generation, shall be permitted only upon the written consent of the Company.

**17. POWER QUALITY** The customer's use of electric service shall not cause power quality issues that impair the service to other customers or interfere with the proper operation of the Company's facilities. Reference herein to power quality issues shall include, but is not limited to, fluctuating/unbalanced current or voltage of sufficient magnitude, power factors outside of +/- 95%, and excessive harmonic distortion. The Company may require the customer to make such changes in his equipment or use thereof, or to install such corrective equipment, as may be necessary to eliminate power quality issues; or, where the disturbances caused thereby may be eliminated more economically by changes in or additions to the Company's facilities, the Company will, at the request of the customer, provide the necessary corrective facilities at a reasonable charge. Payment will be made in full in advance for supplying special equipment installed under this Rule. (C)

**18. REDISTRIBUTION** All electric energy shall be consumed by the customer to whom the Company supplies and delivers such energy, except that (1) the customer owning and operating a separate office building, and (2) any other customer who, upon showing that special circumstances exist, obtains the written consent of the Company may redistribute electric energy to tenants of such customer, but only if such tenants are not required to make a specific payment for such energy. (C)

This Rule shall not affect any practice undertaken prior to June 1, 1965. See Rule No. 41 for special requirements for residential dwelling units in a building.

**RATE RS - RESIDENTIAL SERVICE**

**AVAILABILITY**

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, and general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	<del>\$15.00</del> <u>13.00</u>	(I)
Energy Charge .....	<del>8.4662</del> <u>8.2479</u> cents per kilowatt hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

**(I) – Indicates Increase**

RATE RS - RESIDENTIAL SERVICE - (Continued)

MONTHLY RATE - (Continued)

**ELECTRIC CHARGES – (Continued)**

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

The Minimum Charge shall be the Customer Distribution Charge.

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the charges billed by the Company including EGS charges for those customers who have selected consolidated billing. The Late Payment Charge shall be calculated on the overdue portion(s) of the charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

**SPECIAL PROVISIONS**

**RESIDENTIAL GARAGE**

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be serviced under the terms of this rate.

**CONFIRMED LOW-INCOME PROTECTION**

(C)

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE RH - RESIDENTIAL SERVICE HEATING**

**AVAILABILITY**

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge..... ~~\$15.00~~ 13.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge ..... ~~7.5466~~ 7.5092 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge ..... ~~8.4662~~ 8.2479 cents per kilowatt hour (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

**(I) – Indicates Increase**

**RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)**

**SPECIAL PROVISIONS**

**RESIDENTIAL GARAGE**

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be served under the terms of this rate. To be served under the terms of this rate, the garage must use the Company's service as the sole primary method for space heating maintaining a winter time temperature of 55<sup>o</sup> F or more.

**SPACE HEATING EQUIPMENT**

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

**CONFIRMED LOW-INCOME PROTECTION**

**(C)**

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP**

**AVAILABILITY**

Effective January 1, 2025, Rate RA will no longer be available to new customers or applicants, or to new installations for existing customers. (C)

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. Other energy sources may be used to supplement the add-on heat pump provided that the supplemental energy source is thermostatically controlled to operate only when the outdoor temperature falls to at least 40o F and the add-on heat pump cannot provide the total heating requirements.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single-family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge..... ~~\$15.00~~13.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge ..... ~~3.5598~~3.4662 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge ..... ~~8.4662~~8.2479 cents per kilowatt hour (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

**(C) – Indicates Change (I) – Indicates Increase**

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RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)

SPECIAL PROVISIONS

**SPACE HEATING EQUIPMENT**

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

The add-on heat pump and supplemental heating device must be equipped with a thermostatically operated control system which operates the add-on heat pump as the primary heating system until the outdoor temperature falls to at least 40<sup>o</sup> F.

**CONFIRMED LOW-INCOME PROTECTION**

(C)

A confirmed low-income residential customer or applicant will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

**RATE GS/GM - GENERAL SERVICE SMALL AND MEDIUM**

**AVAILABILITY**

Available for all the standard electric service taken on a small or medium general service customer's premises for which a residential rate is not available and where the demand is less than 300 kW.

**MONTHLY RATE FOR NON-DEMAND CUSTOMERS**

**DISTRIBUTION CHARGES — RATE GS**

Customer Charge.....	\$18.00	(I)
Energy Charge — All kWh.....	<del>9.4171</del> <u>8.4601</u> cents per kilowatt-hour	(I)

**MONTHLY RATE FOR DEMAND CUSTOMERS**

**DISTRIBUTION CHARGES — RATE GM < 25 kW**

Customer Charge.....	<del>\$73.00</del> <u>67.00</u>	(I)
Energy Charge — All kWh.....	<del>1.9501</del> <u>1.7562</u> cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	<del>\$8.94</del> <u>8.06</u> per kilowatt	(I)

**DISTRIBUTION CHARGES — RATE GM ≥ 25 kW**

Customer Charge.....	<del>\$90.00</del> <u>81.00</u>	(I)
Energy Charge — All kWh.....	<del>1.6263</del> <u>1.4613</u> cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	<del>\$8.94</del> <u>8.06</u> per kilowatt	(I)

**MONTHLY RATE FOR NON-DEMAND AND DEMAND CUSTOMERS**

**DISTRIBUTION RATE ASSIGNMENT**

A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light’s estimate of the customer’s monthly usage and/or peak monthly demand for the next twelve (12) month period. In no instance shall a customer be eligible for more than one of Rate GS, Rate GM < 25 kW or Rate GM ≥ 25 kW at a time.

**(I) – Indicates Increase**

**RATE GMH - GENERAL SERVICE MEDIUM HEATING**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises for which a residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE\* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

\*American Society of Heating, Refrigerating and Air Conditioning Engineers

**MONTHLY RATE**

**WINTER MONTHLY RATE — FOR THE BILLING MONTHS OF NOVEMBER THROUGH APRIL (C)**

**DISTRIBUTION CHARGES**

Customer Charge.....	<del>\$73.00</del> <u>\$67.00</u>	(I)
Energy Charge — All kWh.....	<del>4.4573</del> <u>4.0306</u> cents per kilowatt-hour	(I)

**SUMMER MONTHLY RATE — FOR THE BILLING MONTHS OF MAY THROUGH OCTOBER (C)**

**DISTRIBUTION CHARGES**

Customer Charge.....	<del>\$73.00</del> <u>\$67.00</u>	(I)
Energy Charge — All kWh.....	<del>1.9501</del> <u>1.7562</u> cents per kilowatt-hour	(I)
Demand Charge — First five (5) kilowatts or less.....	No Charge	
— Additional kilowatts of Demand .....	<del>\$8.94</del> <u>\$8.06</u> per kilowatt	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable, and will be billed in accordance with the terms contained therein.

Rider No. 8 – Default Service Supply – Applicable to customers with monthly demand less than 25 kW and customers with monthly demand greater than or equal to 25 kW but less than 200 kW, on average, who elect to purchase their electric supply requirements from the Company. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Supply Charges will be updated through competitive requests for proposal and will be effective for the periods as defined and described in Rider No. 8.

**RATE GMH - GENERAL SERVICE MEDIUM HEATING - (Continued)**

**MONTHLY RATE - (Continued)**

**SUPPLY CHARGES – (Continued)**

Rider No. 9 – Day-Ahead Hourly Price Service – Customers with monthly demand of 200 kW, on average, or greater and elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 9 and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

For purposes of determining the monthly rate for demand customers, Duquesne Light shall evaluate the customer's twelve (12) most recent months of monthly billing demand for that customer available in October of the preceding year. If the customer's average monthly billing demand is less than 25 kW in the twelve (12) months, then that customer shall be charged the monthly rate for demand customers less than 25 kW for the next calendar year and automatically assigned to that rate effective with their January billing. If the customer's average monthly demand is 25 kW or greater in the twelve (12) month period, then that customer shall be charged the monthly rate for demand customers equal to or greater than 25 kW for the next calendar year and automatically assigned to that rate as their default service rate effective with their January billing. In no instance shall a customer be eligible for more than one default service offering at a time. A new customer or a customer with limited or no historical data shall be eligible for and assigned to the applicable rate based on Duquesne Light's estimate of the customer's average monthly billing demand for the next twelve (12) month period.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity at the above Distribution and Supply Charges and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

For the months of November through April, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt, plus a Distribution Charge of ~~\$8.94~~ ~~8.06~~ per kW, plus the current billing period charges for Company supplied transmission and supply service, if any. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of May through October, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions in Rate GS/GM. (C) (I) (C)

**RATE GL - GENERAL SERVICE LARGE**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises where the demand is greater than or equal to 300 kilowatts ( $\geq 300$  kW) and less than 5,000 kilowatts ( $< 5,000$  kW).

**MONTHLY RATE**

**SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION**

**DEMAND CHARGES**

First 300 kilowatts or less of Demand	<del>\$4,375.00</del> <u>\$3,975.00</u>	(I)
Additional kilowatts of Demand	<del>\$12.53</del> <u>\$11.64</u> per kW	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

(I) – Indicates Increase

ISSUED: ~~MARCH 20, 2024~~

EFFECTIVE: ~~MAY 20, 2024~~

**RATE GLH - GENERAL SERVICE LARGE HEATING**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises for which a residential rate is not available, where the Company's service is the sole method of space heating, and where the heat loss of the customer's premises is calculated in accordance with the ASHRAE\* Handbook of Fundamentals, and where such calculated heat loss converted into kilowatt-hour consumption during the heating season is determined by the Company to be at least 25% of the customer's entire electric energy requirements during the heating season. The space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

\*American Society of Heating, Refrigerating and Air Conditioning Engineers

**MONTHLY RATE**

**DISTRIBUTION – WINTER MONTHLY RATE**

(C)

For the Billing Months of November through April:

(C)

**CUSTOMER CHARGE**

Customer Distribution Charge ..... ~~\$92.00~~ \$85.00

(I)

**ENERGY CHARGES**

All kilowatt-hours ~~3.6656~~ 3.3257 cents per kWh

(I)

**DISTRIBUTION – SUMMER MONTHLY RATE**

(C)

For the Billing Months of May through October:

(C)

Rate GL shall apply.

(I)

**SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**RATE GLH - GENERAL SERVICE LARGE HEATING - (Continued)**

**MONTHLY RATE - (Continued)**

**ELECTRIC CHARGES**

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**MINIMUM CHARGE**

For the months of November through April, the Minimum Charge shall be the Customer Distribution Charge for the first kilowatt plus a Distribution Charge of \$~~12.53~~11.64 per kW and the charges for Company supplied transmission and supply, if any. For Company supplied transmission and supply, the transmission charges shall be calculated as set forth in Appendix A and the supply charges shall be calculated as set forth under Rider No. 9. The Minimum Charge shall not be less than the Customer Distribution Charge. For the months of May through October, the Minimum Charge shall be calculated in accordance with the Minimum Charge provisions contained in Rate GL. (C) (I) (C)

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before fifteen days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

**RATE L - LARGE POWER SERVICE**

**AVAILABILITY**

Available for all the standard electric service taken on a customer's premises where the Contract Demand is not less than 5,000 kilowatts.

**MONTHLY RATE**

**SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION**

**DEMAND CHARGES**

**Service Voltage Less than 138 kV:**

First 5,000 kilowatts or less of Demand	<del>\$50,000.00</del> <u>46,000.00</u>	(I)
Additional kilowatts of Demand	<del>\$19.76</del> <u>18.24</u> per kW	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

(I) – Indicates Increase

ISSUED: ~~MARCH 20, 2024~~

EFFECTIVE: ~~MAY 20, 2024~~

**RATE HVPS - HIGH VOLTAGE POWER SERVICE**

**AVAILABILITY**

Available to customers with Contract On-Peak Demands greater than or equal to 5,000 kilowatts ( $\geq 5,000$  kW) where service is supplied at 69,000 volts or higher.

**MONTHLY RATE**

**SUPPLY**

Customers who elect to purchase their electric supply requirements from the Company may do so under the provisions of Rider No. 9 – Day-Ahead Hourly Price Service and will be billed in accordance with the terms contained therein.

**DISTRIBUTION**

**FIXED MONTHLY CHARGE**

Up to and Including 50,000 kW Billing Demand	\$2,809.85	(I)
50,001 kW to 100,000 kW Billing Demand	\$4,389.17	(I)
Greater than 100,000 kW Billing Demand	\$6,224.55	(I)

**ELECTRIC CHARGES**

The Company will provide and charge for Transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy requirements from an EGS will be charged the full Distribution Charge by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the supplier becomes unavailable or during which the customer has not chosen a supplier, the Company will supply electricity pursuant to Rider No. 9 – Day-Ahead Hourly Price Service.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**RATE HVPS - HIGH VOLTAGE POWER SERVICE - (Continued)****CONTRACT PROVISION – (Continued)**

Where the customer has established an energy management and conservation program and has demonstrated to the satisfaction of the Company that such program has resulted in a reduced demand, the Company will, upon the customer's request, amend the contract to reflect such reduced demand for the purpose of calculating the Minimum Charge, but in no case shall the Billing Demand be reduced to less than 5,000 kilowatts if the customer remains on this rate.

**VOLTAGE CONTROL PROVISION**

The customer shall be required to operate its equipment in such a manner that the voltage fluctuations produced thereby on the Company's system shall not exceed the following limits, the measurements to be made at the Company's substation nearest (electrically) the customer.

1. Instantaneous voltage fluctuations, defined as a change in voltage consuming two seconds or less, shall not exceed 1-1/4% more than six times a day, of which not more than one such fluctuation shall occur between 6:00 p.m. and midnight, and in no case shall such fluctuations exceed 3%.
2. Periodic voltage fluctuations, where the change in voltage consumes a period from 2 seconds to 1 minute, shall not exceed 1-1/4% more than five times an hour, and in no case shall such fluctuations exceed 3%.

**FACILITIES CHARGE**

Customer must pay for all new or additional facilities installed with the exception of meters and metering equipment. (C)

**RATE AL - ARCHITECTURAL LIGHTING SERVICE**

**AVAILABILITY**

Beginning January 15, 2022, Rate AL will no longer be available to new customers or applicants, or to new installations for existing customers.

Available for separately metered circuitry connected solely to outdoor architectural lighting equipment, with demand of 5 kilowatts or greater, to be operated during non-peak periods.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$8.00	
Demand Charge.....	\$ <del>2-262.10</del> per kilowatt	(I)
Energy Charge .....	<del>0-2803-0.2603</del> cents per kilowatt-hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate AL – Architectural Lighting Service customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate AL customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company, and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**RATE SE - STREET LIGHTING ENERGY**

**AVAILABILITY**

Available for the entire electric energy requirements of municipal street lighting systems where the municipality has not less than 15,000 street lamp installations and provides for the ownership, operation, and maintenance of its own street lamp installations and takes its entire energy requirements for street lighting under this rate.

**MONTHLY RATE**

**DISTRIBUTION CHARGE**

Monthly charge per lamp ..... \$3,753.54 (I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate SE – Street Lighting Energy customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate SE customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charge, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

(I) – Indicates Increase

**RATE SM - STREET LIGHTING MUNICIPAL**

**AVAILABILITY**

Available for mercury vapor, high pressure sodium and light-emitting diode (LED) lighting of public streets, highways, bridges, parks and similar public places, for normal dusk to dawn operation of approximately 4,200 hours per year.

Beginning January 15, 2022, only LED lighting options will be installed. Replacement of mercury vapor or high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available.

Beginning January 15, 2022, the Company may replace existing high pressure sodium lights with LED lights, and place the customer on the corresponding rate schedule, at the Company’s discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company’s estimated removal costs of such replacement. Such elective replacements shall be at the Company’s discretion.

**MONTHLY RATE**

**DISTRIBUTION CHARGE — Monthly Rate Per Unit**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment  Distribution Charge per Unit</u>	<u>Customer Owned and Maintained Equipment  Distribution Charge per Unit</u>	
<b>Mercury Vapor</b>				
100	44	<del>\$16.50</del> <u>\$15.57</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
175	74	<del>\$16.84</del> <u>\$15.89</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
250	102	<del>\$17.17</del> <u>\$16.20</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
400	161	<del>\$17.86</del> <u>\$16.86</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
1,000	386	<del>\$20.53</del> <u>\$19.37</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Sodium Vapor</b>				
70	29	<del>\$17.05</del> <u>\$16.09</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
100	50	<del>\$17.18</del> <u>\$16.21</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
150	71	<del>\$17.43</del> <u>\$16.45</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
250	110	<del>\$17.89</del> <u>\$16.88</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
400	170	<del>\$18.60</del> <u>\$17.55</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
1,000	387	<del>\$21.38</del> <u>\$20.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)

(I) – Indicates Increase

**RATE SM - STREET LIGHTING MUNICIPAL - (Continued)**

**MONTHLY RATE – (Continued)**

**DISTRIBUTION CHARGE – Monthly Rate Per Unit - (Continued)**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment  Distribution Charge per Unit</u>	<u>Customer Owned and Maintained Equipment  Distribution Charge per Unit</u>	
<b>Light-Emitting Diode (LED) – Cobra Head</b>				
30	11	<del>\$15.01</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
45	16	<del>\$15.01</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
60	21	<del>\$15.50</del> <u>\$14.63</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
95	34	<del>\$17.10</del> <u>\$16.14</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
139	49	<del>\$17.87</del> <u>\$16.87</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
219	77	<del>\$18.20</del> <u>\$17.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) – Colonial</b>				
20	7	<del>\$19.64</del> <u>\$18.53</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
45	16	<del>\$20.04</del> <u>\$18.91</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) – Contemporary</b>				
40	14	<del>\$18.14</del> <u>\$17.11</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
55	20	<del>\$18.14</del> <u>\$17.11</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate SM – Street Lighting Municipal customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate SM customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

(I) – Indicates Increase

**RATE SM - STREET LIGHTING MUNICIPAL - (Continued)****MONTHLY RATE – (Continued)****ELECTRIC CHARGES – (Continued)**

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charge, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**RIDERS**

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

**LATE PAYMENT CHARGE**

Bills will be calculated on the rates stated herein, and are due and payable on or before thirty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the Company charges on the bill. The Charge shall be calculated on the overdue portions of the Company charges on the bill and shall not be charged against any sum that falls due during a current billing period.

**POLES**

No charge is made for wood poles used jointly for street lighting and the support of the Company's general distribution system or for tubular steel poles, trolley type, used jointly for street lighting and the support of trolley span wires.

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at its own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own, and maintain the pole(s) and bill the customer at the monthly rate of ~~\$13.42~~\$12.66 for each pole required. (I)

**CUSTOMER OWNED AND MAINTAINED EQUIPMENT CHARGE**

A per unit monthly charge whenever the customer or an agent of the customer owns the entire street lighting system, including, but not limited to, the fixture, pole, circuit, controls, and all other related equipment on the load side of the Company's service point or when such facility is provided by a public agency and the customer and/or agent is obligated to operate and maintain such facility.

The street lighting system equipment must be approved by and installed in a manner acceptable to the Company and must be equipped with photocells or other such equipment that permit only dusk-to-dawn operation.

**RATE SH - STREET LIGHTING HIGHWAY**

**AVAILABILITY**

Beginning January 15, 2022, Rate SH will no longer be available to new customers or applicants, or to new installations for existing customers.

Available for high intensity discharge lighting of state highways for normal dusk to dawn operation of approximately 4,200 hours per year where the highway lighting system acceptable to Duquesne Light Company is installed by the State and ownership of the entire highway lighting system has been transferred to the Company for a nominal consideration.

Beginning January 15, 2022, replacement of high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available. In such cases, the customer must take service under one of the available LED lighting options listed below.

(I)(I) Due to the limited availability of high pressure sodium lighting, the Company will be replacing existing high pressure sodium lights with LED lights at its discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company’s estimated removal costs of such replacement. Such elective replacements shall be at the Company’s discretion.

**MONTHLY RATE**

**DISTRIBUTION CHARGE – Monthly Rate Per Unit**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment  Distribution Charge per Unit</u>	<u>Customer Owned and Maintained Equipment  Distribution Charge per Unit</u>	
<b>Sodium Vapor</b>				
100	50	<del>\$16.31</del> <u>\$15.39</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
150	71	<del>\$16.53</del> <u>\$15.60</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
200	95	<del>\$16.77</del> <u>\$15.82</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
400	170	<del>\$18.60</del> <u>\$17.55</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) – Cobra Head</b>				
30	11	<del>\$15.04</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
45	16	<del>\$15.04</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
60	21	<del>\$15.50</del> <u>\$14.63</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
95	34	<del>\$17.10</del> <u>\$16.14</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
139	49	<del>\$17.87</del> <u>\$16.87</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
219	77	<del>\$18.20</del> <u>\$17.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

(I) – Indicates Increase

**RATE UMS – UNMETERED SERVICE**

**AVAILABILITY**

Available to customers using unmetered standard service at each point of connection for customer-owned and maintained equipment such as traffic signals, communication devices and billboard lighting.

**MONTHLY RATE**

**DISTRIBUTION CHARGES**

Customer Charge.....	\$ <del>14.00</del> <u>12.50</u>	(I)
Energy Charge .....	<del>2.8932</del> <u>2.7926</u> cents per kilowatt-hour	(I)

**SUPPLY CHARGES**

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

**ELECTRIC CHARGES**

The Supply Charges for Rate UMS – Unmetered Service customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the “Calculation of Rate” section in Rider No. 8. Applicability of the Supply rate to Rate UMS customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may elect Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

**(I) – Indicates Increase**

**RATE PAL - PRIVATE AREA LIGHTING**

**AVAILABILITY**

Available for high pressure sodium lighting and flood lighting of residential, commercial and industrial private property installations including parking lots, for normal dusk to dawn operation of approximately 4,200 hours per year.

Beginning January 15, 2022, replacement of high pressure sodium lamps, fixtures or luminaries, including brackets and ballasts, will not be available. In such cases, the customer must take service under one of the available LED lighting options listed below.

Due to the limited availability of high pressure sodium lighting, the Company will be replacing existing high pressure sodium lights with LED lights at its discretion. The Company may exchange functioning high pressure sodium lights with LEDs upon customer request and upon receipt, in advance, of the Company's estimated removal costs of such replacement. Such elective replacements shall be at the Company's discretion.

**MONTHLY RATE**

**DISTRIBUTION CHARGE - Monthly Rate Per Unit**

<u>Minimum Nominal Lamp Wattage</u>	<u>Nominal kWh Energy Usage per Unit per Month</u>	<u>Company Owned and Maintained Equipment  Distribution Charge per Unit</u>	<u>Customer Owned and Maintained Equipment  Distribution Charge per Unit</u>	
<b>High Pressure Sodium</b>				
70	29	<del>\$17.05</del> <u>\$16.09</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
100	50	<del>\$17.18</del> <u>\$16.21</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
150	71	<del>\$17.43</del> <u>\$16.45</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
250	110	<del>\$17.89</del> <u>\$16.88</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
400	170	<del>\$18.60</del> <u>\$17.55</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Flood Lighting</b>				
100	46	<del>\$17.05</del> <u>\$16.09</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
250	100	<del>\$17.85</del> <u>\$16.84</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
400	155	<del>\$18.65</del> <u>\$17.60</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) — Cobra Head</b>				
30	11	<del>\$15.01</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
45	16	<del>\$15.01</del> <u>\$14.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
60	21	<del>\$15.50</del> <u>\$14.63</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
95	34	<del>\$17.10</del> <u>\$16.14</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
139	49	<del>\$17.87</del> <u>\$16.87</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
219	77	<del>\$18.20</del> <u>\$17.17</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) — Colonial</b>				
20	7	<del>\$19.64</del> <u>\$18.53</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
45	16	<del>\$20.04</del> <u>\$18.91</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b>Light-Emitting Diode (LED) — Contemporary</b>				
40	14	<del>\$18.14</del> <u>\$17.11</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
55	20	<del>\$18.14</del> <u>\$17.11</u>	<del>\$3.53</del> <u>\$3.33</u>	(I)(I)
<b><u>Light-Emitting Diode (LED) — Flood Lighting</u></b>				
<u>60</u>	<u>21</u>	<u>\$16.09</u>	<u>\$3.33</u>	<u>(C)</u>
<u>95</u>	<u>34</u>	<u>\$16.84</u>	<u>\$3.33</u>	<u>(C)</u>
<u>139</u>	<u>49</u>	<u>\$17.60</u>	<u>\$3.33</u>	<u>(C)</u>

(I) – Indicates Increase

(C) – Indicates Change

**RATE PAL - PRIVATE AREA LIGHTING - (Continued)****MONTHLY RATE - (Continued)****POLES – (Continued)**

Where the installation of one (1) or more wood poles is required to serve the customer, the customer has the option to install the pole(s) at its own expense in accordance with SPECIAL TERM AND CONDITION NO. 2 or the Company will install, own, and maintain the pole(s) and bill the customer at the monthly rate of ~~\$13.42~~\$12.66 for each pole required. (I)

**CUSTOMER OWNED AND MAINTAINED EQUIPMENT CHARGE**

A per unit monthly charge whenever the customer or an agent of the customer owns the entire street lighting system, including, but not limited to, the fixture, pole, circuit, controls, and all other related equipment on the load side of the Company's service point or when such facility is provided by a public agency and the customer and/or agent is obligated to operate and maintain such facility.

The street lighting system equipment must be approved by and installed in a manner acceptable to the Company and must be equipped with photocells or other such equipment that permit only dusk-to-dawn operation.

The customer/agent must provide the Company with a written inventory of all street lighting fixtures. This inventory shall include the location, type and wattage rating for each fixture. The customer/agent will update its inventory of lighting fixtures by informing the Company in writing of changes in type, rating, location, and quantity of lighting fixtures as such changes occur and billings will be adjusted accordingly.

The Company reserves the right to inspect the equipment at each location and make prospective adjustments in billing as indicated by such inspections. The Company shall be under no obligation to conduct such inspections for the purpose of determining accuracy of billing or otherwise. The Company's decision not to conduct such inspections shall not release the customer/agent from the obligation to provide to the Company, and to update, an accurate inventory of the types, ratings, and quantities of lighting equipment upon which billing is based.

As this service is a per unit monthly charge, the customer/agent agrees to pay amounts billed in accordance with the current inventory, regardless of whether any of the equipment was electrically operable during the period in question and regardless of the cause of any such equipment's failure to operate.

The contract period is as covered by any existing contract now in effect with the customer/agent. All new contracts shall be for a period of one year.

**SPECIAL TERMS AND CONDITIONS**

1. The above charges include installation of standard Company facilities including lamps, fixtures or luminaires, brackets and ballasts, all when installed on the overhead distribution system. The above charges include normal operation and maintenance. Normal operation and maintenance does not include periodic tree trimming around the fixture or luminaire.
2. Where it is necessary to install wood, metal, or ornamental poles, or other special facilities or services not in conformance with the Company's standard overhead practice, the additional cost shall be borne by the customer. Title to all facilities, except as noted below, shall vest in the Company.

**(I) – Indicates Increase**ISSUED: ~~MARCH 20, 2024~~EFFECTIVE: ~~MAY 20, 2024~~

**STANDARD CONTRACT RIDERS – (Continued)**

**RIDER MATRIX**

	RS	RH	RA	GS/GM	GMH	GL	GLH	L	HVPS	AL	SE	SM	SH	UMS	PAL
Rider No. 1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 2				X	X	X	X								
Rider No. 3				X	X	X	X	X							
Rider No. 4	X	X	X												
Rider No. 5	X	X	X												
Rider No. 6				X											
Rider No. 7	X	X	X												
Rider No. 8	X	X	X	X	X					X	X	X	X	X	X
Rider No. 9				X	X	X	X	X	X						
Rider No. 10	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 11				X		X									
Rider No. 12				X	X										
Rider No. 13				X											
Rider No. 14	X														
Rider No. 15															
Rider No. 15A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 16				X	X	X	X	X							
Rider No. 17						X	X	X	X						
Rider No. 18	X	X	X	X	X	X	X								
Rider No. 19				X		X		X							

(C)

(C)

Rider Titles:

- Rider No. 1 — Retail Market Enhancement Surcharge
- Rider No. 2 — Untransformed Service
- Rider No. 3 — School and Government Service Discount Period
- Rider No. 4 — Electric Vehicle Time-of-Use Distribution Rate Pilot (C)
- Rider No. 5 — Universal Service Charge
- Rider No. 6 — Temporary Service
- Rider No. 7 — Residential Managed Charging Pilot (C)
- Rider No. 8 — Default Service Supply
- Rider No. 9 — Day-Ahead Hourly Price Service
- Rider No. 10 — State Tax Adjustment
- Rider No. 11 — Street Railway Service
- Rider No. 12 — Billing Option – Volunteer Fire Companies and Nonprofit Senior Citizen Centers
- Rider No. 13 — General Service Separately Metered Electric Space Heating Service
- Rider No. 14 — Residential Service Separately Metered Electric Space and Water Heating
- Rider No. 15 — Intentionally Left Blank
- Rider No. 15A — Phase IV Energy Efficiency and Conservation Surcharge
- Rider No. 16 — Service to Non-Utility Generating Facilities
- Rider No. 17 — Emergency Energy Conservation
- Rider No. 18 — Rates for Purchase of Electric Energy from Customer-Owned Renewable Resources Generating Facilities
- Rider No. 19 — Community Development for New Load

Continued on Second Revised Page No. 87A

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(C) – Indicates Change

**STANDARD CONTRACT RIDERS – (Continued)**

**RIDER MATRIX – (Continued)**

	RS	RH	RA	GS/GM	GMH	GL	GLH	L	HVPS	AL	SE	SM	SH	UMS	PAL
Rider No. 20	X	X	X	X	X	X	X	X	X	X					
Rider No. 21	X	X	X	X	X	X	X	X							
Rider No. 22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. 23	X	X	X												
Appendix A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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(C)

Rider Titles:

- Rider No. 20 — Smart Meter Charge
- Rider No. 21 — Net Metering Service
- Rider No. 22 — Distribution System Improvement Charge (“DSIC”)
- Rider No. 23 — Behavioral Load Management Pilot
- Appendix A — Transmission Service Charges

(C)

## STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT

(Applicable to Rate Schedules RS, RH and RA)

Effective June 1, 2025, the Electric Vehicle Time-of-Use Distribution Rate Pilot (“EV TOU Distribution Rate Pilot”) Rider will be available for up to 1,500 eligible customers on a first come, first served basis.

PURPOSE

The EV TOU Distribution Rate Pilot Rider sets forth the eligibility, terms, and conditions applicable to residential customers that own or lease an electric vehicle and elect to take service under the provisions of this Rider.

APPLICABILITY

The EV TOU Distribution Rate Pilot is available to customers that (i) are served under Rate Schedules RS, RH, or RA and have an account in good standing, signifying that the Account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address, (iii) are not enrolled in the Company’s Customer Assistance Program, budget billing, virtual meter aggregation, Rider No. 7 – Residential Managed Charging Pilot, or Rider No. 23 – Behavioral Load Management Pilot; (iv) have not de-enrolled from the EV TOU Distribution Rate Pilot, for any reason, within the last twelve (12) months; and (v) comply with any other applicable EV TOU Distribution Rate Pilot rules established at Docket No. R-2024-3046523 or subsequent proceeding.

MONTHLY RATES

~~Eligible Participating~~ customers will ~~have the choice to be~~ enrolled in either the ~~WholeHome~~ EV TOU Distribution Rate ~~Pilot (WholeHome EV TOU Distribution Rate) or the EV Only TOU Distribution Rate~~. The WholeHome EV TOU Distribution Rate will apply to all the electricity used at the premise. ~~The EV Only TOU Distribution Rate will require the customer to have an eligible EV or charging station for the Company to track usage as the rate will only apply to the customer’s EV usage, while the rest of their premise remains on the standard distribution rate.~~

STANDARD CONTRACT RIDERS - (Continued)

(C)

**RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT – (Continued)**

(Applicable to Rate Schedules RS, RH and RA)

**MONTHLY RATES – (Continued)**

Class	Months	WholeHome		EV-Only	
		TOU Distribution Rates		TOU Distribution Rate	
		Peak <sup>(3)</sup>	Off-Peak <sup>(4)</sup>	Peak <sup>(3)</sup>	Off-Peak <sup>(4)</sup>
RS	All Months	8.46629.9272	6.78277.9419	8.46662	4.0924
RH	Winter <sup>(1)</sup>	7.54669.0381	6.56947.2306	7.5466	3.6480
	Summer <sup>(2)</sup>	8.46629.9272	6.75967.9419	8.4662	4.0923
RA	Winter <sup>(1)</sup>	3.55984.1719	3.04353.3376	3.5598	1.7208
	Summer <sup>(2)</sup>	8.46629.9272	7.08697.9419	8.4662	4.0923

<sup>(1)</sup> Winter Monthly Rate – For the Billing Months of November through April

<sup>(2)</sup> Summer Monthly Rate – For the Billing Months of May through October

<sup>(3)</sup> Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday.

<sup>(4)</sup> Off-Peak Hours are 6:00 AM to 3:00 PM and 9:00 PM to 6:00 AM, Monday through Friday and all day on Saturday, Sunday, and the noted PJM holidays.

For customers enrolled in the EV TOU Distribution Rate Pilot, the above Monthly Rates will be applicable for the energy charge for electric distribution service in place of the energy charge for distribution service on the respective rate schedule. All other applicable charges and payment provision terms will be billed per the respective rate schedule.

**OFF-PEAK PJM HOLIDAYS**

For the purpose of this EV TOU Distribution Rate Pilot, the following PJM holidays are considered Off-Peak for billing:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 4 – ELECTRIC VEHICLE TIME-OF-USE DISTRIBUTION RATE PILOT – (Continued)

(Applicable to Rate Schedules RS, RH and RA)

SPECIAL TERMS AND CONDITIONS

- ~~1. The customer must have a Company qualified Level 2 charging station or electric vehicle to enroll in the EV Only TOU Distribution Rate. A list of Company qualified vehicles and charging stations will be published on the Company website at duquesnelight.com.~~
- ~~2. The Company will select a managed charging vendor that can manage Company qualified charging stations and vehicles for the EV Only TOU Distribution Rate.~~
- ~~3. The Company is granted permission to utilize a third party vendor to access vehicle telematics or charging station data or similar for enrolled customers as part of the EV TOU Distribution Rate Pilot. This information will be provided to the Company by the third party vendor and will be utilized to bill the EV Only TOU Distribution Rate. Eligible customers enrolling in the EV Only TOU Distribution Rate consent to the Company using their charging station or vehicle telematics or similar data for billing purposes with written authorization, as applicable.~~
- ~~4. The customer will be responsible for the accuracy, network connectivity, and overall maintenance of their charging station or vehicle telematics to ensure the transmission of their EV data.~~
- 5.1. The customer retains their right to file a billing complaint at the PUC.
- ~~6.2. Customers enrolled in the EV Only TOU Distribution rate option will not be permitted to enroll in the Rider No. 8 – Default Service Supply WholeHome EV TOU or the Default Service Standard rates. Customers selecting the EV Only TOU Distribution Rate option must enroll in the Default Service – EV Only TOU option or select an Electric Generation Supplier (“EGS”). Similarly, eCustomers enrolling in the WholeHome EV TOU Distribution rate option, will not be permitted to enroll in the Rider No. 8 – Default Service Supply – EV Only option or the Default Service – Standard options. Customers selecting the WholeHome EV TOU Distribution rate option must enroll in the Default Service Supply – WholeHome EV TOU option or select an Electric Generation Supplier (“EGS”).~~
- 7.3. The Company may unenroll customers from the Pilot if they do not remain in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history.
- 8.4. The Company reserves the right to inspect, at all reasonable times, the customer's circuitry to determine that the load served under the terms of this Rider is as defined herein.
- 9.5. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may discontinue application of the Rider and bill all usage pursuant to the applicable Rate Schedule.
- 10.6. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

MISCELLANEOUS

Minimum bills shall not be reduced by reason of this Rider.

(C) – Indicates Change

ISSUED: **MARCH 20, 2024**

EFFECTIVE: **MAY 20, 2024**

**STANDARD CONTRACT RIDERS - (Continued)**

**RIDER NO. 5 – UNIVERSAL SERVICE CHARGE - (Continued)**

**(Applicable to Rate Schedules RS, RH and RA)**

**CALCULATION OF CHARGE – (Continued)**

- Customer Assistance Program (“CAP”): CAP costs will be calculated to include the projected CAP discount and CAP program costs for the Computational Year. The total CAP discount will be based on the annual average discount from the previous year, the Reconciliation Year, multiplied by the projected average number of CAP program participants during the Computational Year. The projected customer additions to the CAP program during the Computational Year will be based on the number of CAP customers receiving a discount at the end of the Reconciliation Year plus a projection of the average monthly number of CAP customers during the Computational Year. The projected number of CAP customers will include net additions to the program (additions minus exits), and a projection of customers enrolled through expected changes in policy (e.g. changes in the definition of poverty, changes in regulatory mandates). The projected CAP program costs will include the estimated costs for new applications, maintenance and annual recertification, and the projected CAP pre-program arrearages to be forgiven and written off during the USC Computational Year.
- Smart Comfort Program [Low Income Usage Reduction Program (“LIURP”)]: LIURP costs will be calculated based on the projected number of homes that participate in the usage reduction program and the average cost per visit.
- Customer Assistance and Referral Evaluation Services (“CARES”): CARES costs will be calculated based on the projected annual Community Based Organization (“CBO”) program costs and CBO costs for administering the program.
- Hardship Fund: Hardship Fund costs will be calculated based on the projected annual program costs and CBO costs for administering the program.
- Any other replacement or Commission-mandated Universal Service Program or low income program that is implemented during the Reconciliation or Computational Year.

Cr = A credit to reduce CAP customer discounts included in the USC to the extent that the monthly CAP enrollment level exceeds ~~40,386~~39,046 customers. Specifically, the recoverable CAP discounts will be reduced by the average number of CAP participants during the Computational Year in excess of ~~40,386~~39,046 times the average CAP credit and arrearage forgiveness costs times 10.43%. The participation level above which the offset shall be applied will be reset in each distribution rate case. (C)

E = The over- or under- collection of actual Universal Service Program costs and revenue that result from the billing of the USC during the USC Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E), including applicable interest. Interest shall be computed monthly at the statutory legal rate of interest, from the month the over or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped.

**(C) – Indicates Change**

**ISSUED: MARCH 20, 2024**

**EFFECTIVE: MAY 20, 2024**

## STANDARD CONTRACT RIDERS - (Continued)

(C)

**RIDER NO. 7 – RESIDENTIAL MANAGED CHARGING PILOT**

Applicable to Rate Schedules RS, RH and RA

**PURPOSE**

The Residential Managed Charging Pilot Rider sets forth the eligibility, terms, and conditions applicable to residential customers that own or lease an electric vehicle (EV) and elect to participate under the provisions of this Rider. This Pilot is available for up to 500 eligible customers that successfully enroll on a first come, first served basis.

**PILOT DESCRIPTION**

The Company offers customers participating in the Residential Managed Charging Pilot an incentive to reduce their electric vehicle charging during Peak Demand Events, as designated by the Company.

**APPLICABILITY**

The Residential Managed Charging Pilot is available to customers that (i) are served under Rate Schedules RS, RH, or RA and have an account in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address and have a private, dedicated Level 2 charging station at their service address; (iii) own or rent a single-family detached, row house or duplex property with a personal garage or private off-street parking suitable for a charging station installation; (iv) are not enrolled in Rider No. 4 – Electric Vehicle Time-of-Use Distribution Rate, the Electric Vehicle Time-of-Use rate under Rider No. 8 – Default Service Supply, or Rider No. 23 – Behavioral Load Management Pilot; and (v) comply with any other applicable Residential Managed Charging Pilot rules established at Docket No. R-2024-3046523 or subsequent proceeding.

**INCENTIVE**

Participating customers will be eligible to receive \$20 for each Event Month that they participate (opt-in) in  $\geq 50\%$  of the Peak Demand Events for that month and charge their EV for at least 15 minutes during each Event Month. Participating control group customers will be eligible to receive \$20 for each Event Month if they charge their EV at least 15 minutes during the Event Month. The Company reserves the authority to modify the incentive value by up to 25%, without advance notice to the customer.

**SPECIAL TERMS AND CONDITIONS**

1. The customer must have a Company-qualified Level 2 charging station or electric vehicle to enroll in the Pilot. A list of Company-qualified vehicles and charging stations will be published on the Company website at [duquesnelight.com](http://duquesnelight.com).
2. The Company will be responsible for selecting a managed charging vendor that can manage Company-qualified charging stations and vehicles.

(C) – Indicates Change

ISSUED: **MARCH 20, 2024**EFFECTIVE: **MAY 20, 2024**

**STANDARD CONTRACT RIDERS - (Continued)**

(C)

**RIDER NO. 7 – RESIDENTIAL MANAGED CHARGING PILOT – (Continued)****Applicable to Rate Schedules RS, RH and RA****SPECIAL TERMS AND CONDITIONS – (Continued)**

3. The Company is granted permission to utilize a third-party vendor to access and control electric vehicle charging through vehicle telematics or charging stations or similar as part of the Pilot. Eligible customers will be required to enroll in the Residential Managed Charging Pilot and to allow the third-party platform access to and control of their charging with written authorization, as applicable.
4. The customer will be responsible for the accuracy, network connectivity, and overall maintenance of their charging station or vehicle telematics to ensure the transmission of their EV data.
5. Customers will be notified in advance of Peak Demand Events and will have the option to opt-out.
6. Control group customers are not required to participate in Peak Demand Events but must charge their EV a minimum of 15 minutes each Event Month to qualify to receive the incentive in a given Event Month.
7. If a customer opts-in to an event, the customer's EV charging will be paused for the duration of the Peak Demand Event. It is the customer's responsibility to verify that their vehicle has resumed charging after a Peak Demand Event ends and the Company is not liable for any disruptions in vehicle charging.
8. The Company may unenroll customers from the Pilot if they do not remain in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history.
9. The Company reserves the right to inspect at all reasonable times the customer's circuitry to determine that the load served under the terms of this Rider is as defined herein.
10. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may discontinue application of the Rider.
11. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

**DEFINITIONS**

**Peak Demand Events:** Days and time windows, typically between 3:00 PM and 9:00 PM, on weekdays and non-holidays when system demand is expected to be high. Ten (10) to fifteen (15) Peak Demand Events will be targeted each year, as designated by the Company, and last no longer than six (6) hours.

**Event Month:** A month during which at least one Peak Demand Event has been called.

**STANDARD CONTRACT RIDERS - (Continued)**

**RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)**

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

**DEFAULT SERVICE SUPPLY RATE – (Continued)**

**Lighting — (Continued)**

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2023 through 11/30/2023	12/01/2023 through 05/31/2024	06/01/2024 through 11/30/2024	12/01/2024 through 05/31/2025
<b>Supply Charge ¢ per kWh</b>		6.7945	6.0621	6.1794	X.XXXX
<b>Fixture Charge — \$ per Month</b>					
<b>Mercury Vapor</b>					
100	44	2.99	2.67	2.72	X.XX
175	74	5.03	4.49	4.57	X.XX
250	102	6.93	6.18	6.30	X.XX
400	161	10.94	9.76	9.95	X.XX
1000	386	26.23	23.40	23.85	X.XX
<b>High Pressure Sodium</b>					
70	29	1.97	1.76	1.79	X.XX
100	50	3.40	3.03	3.09	X.XX
150	71	4.82	4.30	4.39	X.XX
200	95	6.45	5.76	5.87	X.XX
250	110	7.47	6.67	6.80	X.XX
400	170	11.55	10.31	10.51	X.XX
1000	387	26.29	23.46	23.91	X.XX
<b>Flood Lighting - Unmetered</b>					
<del>70</del>	<del>29</del>	<del>1.97</del>	<del>1.76</del>	<del>1.79</del>	<del>X.XX</del>
100	46	3.13	2.79	2.84	X.XX
<del>150</del>	<del>67</del>	<del>4.55</del>	<del>4.06</del>	<del>4.14</del>	<del>X.XX</del>
250	100	6.79	6.06	6.18	X.XX
400	155	10.53	9.40	9.58	X.XX
<b>Light-Emitting Diode (LED) – Cobra Head</b>					
30	11	0.75	0.67	0.68	X.XX
45	16	1.09	0.97	0.99	X.XX
60	21	1.43	1.27	1.30	X.XX
95	34	2.31	2.06	2.10	X.XX
139	49	3.33	2.97	3.03	X.XX
219	77	5.23	4.67	4.76	X.XX
<b>Light-Emitting Diode (LED) – Colonial</b>					
20	7	0.48	0.42	0.43	X.XX
45	16	1.09	0.97	0.99	X.XX
<b>Light-Emitting Diode (LED) – Contemporary</b>					
40	14	0.95	0.85	0.87	X.XX
55	20	1.36	1.21	1.24	X.XX
<b>Light Emitting Diode (LED) – Flood Lighting - Unmetered</b>					
<del>60</del>	<del>21</del>	<del>1.43</del>	<del>1.27</del>	<del>1.30</del>	<del>X.XX</del>
<del>95</del>	<del>34</del>	<del>2.31</del>	<del>2.06</del>	<del>2.10</del>	<del>X.XX</del>
<del>139</del>	<del>49</del>	<del>3.33</del>	<del>2.97</del>	<del>3.03</del>	<del>X.XX</del>

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**(C) – Indicates Change**

ISSUED:

EFFECTIVE:

## STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 10 - STATE TAX ADJUSTMENT

## (Applicable to All Rates)

In addition to the charges provided in this Tariff, a two-part surcharge will apply to all bills rendered by the Company, pursuant to the Pennsylvania Public Utility Commission authorization of March 10, 1970, to compensate the Company for new and increased taxes imposed by the General Assembly.

Part 1 of the surcharge, at a rate of (0.0000%) will include Capital Stock Tax, Corporate Net Income Tax, and Public Utility Realty Tax, which will be applied to the distribution charges of customer bills. (C)

Part 2 of the surcharge, at a rate of 0.0000% will include Gross Receipts Tax and will be applied to all portions of customer bills.

The Company will recompute the surcharge using the elements prescribed by the Commission's March 10, 1970, authorization:

1. Whenever any of the tax rates used in computing the surcharge is changed, in which case the recomputation shall take into account the changed tax rate.
2. Whenever the Company makes effective increased or decreased rates (other than net energy clause), in which case the recomputation shall take into account the adjustments prescribed by the Commission's March 10, 1970, authorization.
3. On December 22, and each year thereafter.

Every recomputation made pursuant to the above paragraph shall be submitted to the Commission within ten (10) days after the occurrence of the event or date which occasions such recomputation: and if the recomputed surcharge is less than the one then in effect the Company will, and if the recomputed surcharge is more than the one then in effect the Company may, accompany such recomputation with a Tariff or supplement to reflect such recomputed surcharge, the effective date of which, shall be ten (10) days after filing.

**STANDARD CONTRACT RIDERS - (Continued)**

**RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)**

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

**A. DEFINITIONS – (Continued)**

**Distribution Base Period Billing Determinants** are the billing demand (kW) for the month in the Base Period corresponding to the current billing month under which the on-site generation is operable. For new customers, the Company will use existing procedures to estimate the Distribution Base Period Billing Determinants.

**Supply Billing Determinants** for customers not being served by an Electric Generation Supplier (“EGS”). Supply Billing Determinants for customers on Rate GL, GLH, and L shall be the billing determinants for the current billing month then in effect under Rider No. 9 – Day-Ahead Hourly Price Service. Supply Billing Determinants for customers on Rate GM and GMH shall be the billing determinants for the current billing month then in effect under Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable.

**B. BACK-UP SERVICE**

The Company will supply Back-Up Service at the following rates for customers with an executed contract for service under this Rider:

**DISTRIBUTION**

A distribution charge of \$3.71 per kW shall be applied to the Back-Up Service Maintenance Demand Billing Determinants. (I)

The Maintenance Contract Demand distribution charges will be applied in each month based on the customer’s Maintenance Contract Demand without regard to actual usage.

An additional distribution charge of ~~\$7.91~~6.95 per kW shall be applied to the Back-Up Service As-Used Contract Demand Billing Determinants. The As-Used Contract Demand distribution charge will be applied in each month based on the customer’s As-Used Contract Demand if the customer calls upon Back-Up service during the Peak Period. (I)

Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of ~~\$11.62~~10.66 per kW shall be applied to the difference in actual maximum billing demand during the billing period and the customer’s combined Supplementary and Maintenance Contract Demands. No additional charges will apply to the As-Used Contract Demand Charge. (I)

If actual usage of Back-Up Service exceeds zero for more than 15% of the hours in any Base Period, then those hours above the 15% threshold will be counted toward the billing on the customer’s applicable general service rates, including all ratchets applicable.

**(I) – Indicates Increase**

ISSUED: ~~MARCH 20, 2024~~

EFFECTIVE: ~~MAY 20, 2024~~

**STANDARD CONTRACT RIDERS - (Continued)**

**RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)**

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

**B. BACK-UP SERVICE – (Continued)**

If a customer's Back-Up Service requirement at any time exceeds the customer's Maintenance Contract Demand by 5% or more, the actual Back-Up Service requirement provided, measured in kW demand will become the customer's new Maintenance Contract Demand. The customer will be required to stay on the new Maintenance Contract Demand for twelve (12) months from when they hit the ratchet and for twelve (12) months each time thereafter a new ratchet is hit. If a customer's actual Back-Up Service requirement provided at any time exceeds the customer's Maintenance Contract Demand by 10% or more, the customer will be assessed a fee equal to the difference between the actual Back-Up Service provided at the time during the billing period and the Maintenance Contract Demand multiplied by the Overage Charge (\$~~11.62~~10.66). (C)  
(C)  
(C)  
(I)

**C. INTERCONNECTION**

Each non-utility generating facility will be required to install at its expense or pay in advance to have the Company install interconnection equipment and facilities which are over and above that equipment and facilities required to provide electric service to the non-utility generating facility according to the Company's General Service Rates, except as noted below. Any such equipment to be installed by the non-utility generating facility must be reviewed and approved in writing by the Company prior to installation. Nothing in this Rider shall exempt a new customer from the application of Rule No. 7 and Rule No. 9 regarding Supply Line Extensions and Relocation of Facilities.

However, customers may elect to pay the cost of existing or newly required transformation equipment that is over and above that equipment necessary for the Company to supply the customer with its contracted Supplemental Power via a monthly charge rather than in total at the onset of the contract. The monthly charge for transformation equipment for customers with contract demand under this rider of 5,000 kW or more will be determined by the Company on a case-by-case basis.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 19 – COMMUNITY DEVELOPMENT FOR NEW LOAD

(Applicable to Rate Schedules GS/GM, GL, and L)

AVAILABILITY

This Rider is available to customers taking distribution service under Rate GM < 25, GM ≥ 25, GL, or L. For new services, the customer or applicant must have a projected load of at least 10 kW and must apply for the Rider prior to the service being energized. For existing services, the customer must reasonably project a peak load increase of at least 10 kW and apply for the Rider before the load growth occurs. Additionally, the customer or applicant must (i) show that they have a competitive energy alternative to electricity delivered by the Company or (ii) affirm that they will not be able to commence and/or sustain their business without participating in this Rider. The Rider will apply no sooner than thirty (30) days after the customer provides to the Company written notice of its desire to be placed on the Rider. For those eligible customers that may be waiting for Company provided equipment to be installed, the Company will allow for a twelve-month grace period. The initial percent discount will be established based upon when the contract is signed, and that discount will begin once the customer takes service. The Company reserves the right to decline to enroll any customer or applicant in this Rider, at the Company's sole discretion. Customers taking service under this Rider are not eligible for any other distribution rate discount.

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DEFINITIONS

**Service Location.** A single or contiguous premises that has or will have one or more delivery points for distribution service billed by the Company under a single account.

**Brownfield Site.** A Service Location where the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Requires documentation either by providing a copy of the pertinent sections of the ASTM E1903-97 Phase II Site Assessment documenting the site contamination or by providing a letter from a local, state or federal regulatory agency confirming the site is classified as a Brownfield by that agency.

**Site Expansion.** A Service Location where the Company has not previously provided service, or where the service previously provided by the Company was not used for substantially the same type of operation or was terminated at least twelve (12) months before the customer's contractually specified effective date for service under this rider. This condition is waived for existing Service Locations where an entity has assumed operation of a Service Location from a customer which has ceased operations as a result of dissolution, so long as the formation of the entity did not occur as a result of merger, joint venture, acquisition and/or any other variation of combined business structures with the former customer at the service location. In any event, the completed application for the rider must be made within six (6) months from the customer first receiving service from the Company.

(C)  
(C)

**Employment Report.** The "Employer's Report for Unemployment Compensation" (PA Form UC-2) as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania and as defined by 43 P.S. 753 [d].

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 19 – COMMUNITY DEVELOPMENT FOR NEW LOAD – (Continued)

(Applicable to Rate Schedules GS/GM, GL, and L)

MONTHLY RATE

**DISTRIBUTION CHARGES**

Rider No. 19 provides a percent discount to monthly demand charges for base distribution services included in Rates GM < 25, GM ≥ 25, GL, and L during the months of January through May and October through December. The percent discount declines ratably over five years as follows.

2025 Percent Discount .....	25%	(C)
2026 Percent Discount .....	20%	(C)
2027 Percent Discount .....	15%	(C)
2028 Percent Discount .....	10%	(C)
2029 Percent Discount .....	5%	(C)

This Rider applies only to base distribution services. All other applicable charges and Riders will be charged as designed.

QUALIFICATIONS

Customers and applicants requesting service under this Rider shall file with the Company, before the effective date of the Rider for the Service Location copies of the Employment Reports, as defined above, for the Service Location at the time of application, along with any other documentation the Company may reasonably require to demonstrate the customer/applicant’s eligibility for the Rider (see “AVAILABILITY” above). (C)

TRANSFER OF OWNERSHIP

The Company will only apply the Rider to the customer's base distribution charges for the term of contract. If, during the term of contract, the ownership of the Service Location changes, the Company may continue to apply the Rider to the new owner's bills for the Service Location. If the Company continues to apply the Rider in such circumstances, the Company shall apply the Rider to the new owner's bills for the Service Location as if the new owner had been on the Rider for the Service Location for the same period of time as was the previous owner.

## STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 22 – DISTRIBUTION SYSTEM IMPROVEMENT CHARGE

(Applicable to All Rates)

In addition to the net charges provided for in this Tariff, a charge of 0.00% will apply consistent with the Commission Order entered September 15, 2016, at Docket No. P-2016-2540046 approving the Distribution System Improvement Charge (“DSIC”).

(C)

GENERAL DESCRIPTION**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 Company 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.

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

**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, cross arms 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.

**EFFECTIVE DATE**

The DSIC will become effective October 1, 2016.

## STANDARD CONTRACT RIDERS - (Continued)

(C)

**RIDER NO. 23 – BEHAVIORAL LOAD MANAGEMENT PILOT**

(Applicable to Rate Schedules RS, RH and RA)

**PURPOSE**

This Rider sets forth the eligibility, terms, and conditions applicable to residential customers who elect to participate in The Behavioral Load Management Pilot. The Pilot is available to up to 7,500 customers who successfully enroll and qualify on a first come, first served basis.

**PILOT DESCRIPTION**

Customers who elect to participate in the Behavioral Load Management Pilot will be asked to reduce their consumption during Peak Events, as designated by the Company, during the Peak Season. Customers will receive an incentive of approximately \$1 per kWh they reduce during all Peak Events via a digital gift card at the end of the Peak Season.

**APPLICABILITY**

This Rider is available to customers taking distribution service under Rate RS, RH, and RA. Eligible customers who elect to participate in the Behavioral Load Management Pilot will be notified by the Company in advance of a Peak Event and asked to voluntarily reduce their consumption, by any means of their choosing. Participating customers who successfully reduce their usage will receive an Incentive Payment of approximately \$1 per kWh reduced.

Incentive Payments will be based on the amount of kWh reduced as compared to a customer-specific calculated Baseline Consumption level. To establish the Baseline Consumption for a particular Peak Event, the Company will first look at the 15 previous days that are not weekends, holidays, or prior Peak Events. For each of the 15 days, the kWh usage, and the Heat Index for the hours of the Event will be compiled. The days with the five (5) highest kWh values are averaged to determine the participant's Baseline. If any of the five (5) days did not have similar weather to the Peak Event (within 10% of the Heat Index), they will be excluded from the average. If there are no days of similar weather, the Baseline is set equal to the kWh for the highest load day. If a participating customer's consumption is lower during a Peak Event than their Baseline, they would earn an incentive on the difference. Earned Incentive Payments will be provided annually to customers at the end of the Peak Season as a digital gift card.

**SPECIAL TERMS AND CONDITIONS**

1. To participate, the Account must be in good standing, signifying that the Account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history. Participants must remain in good standing to stay enrolled in the Pilot. Customers enrolled in the Company's Customer Assistance Program ("CAP") who meet these requirements are eligible to participate.
2. Enrollment is capped at a maximum of 7,500 participants throughout the Pilot.

(C) – Indicates Change

ISSUED: ~~MARCH 20, 2024~~EFFECTIVE: ~~MAY 20, 2024~~

## STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 23 – BEHAVIORAL LOAD MANAGEMENT PILOT – (Continued)

(Applicable to Rate Schedules RS, RH and RA)

SPECIAL TERMS AND CONDITIONS – (Continued)

3. To participate, the Account cannot be enrolled in the EV TOU Distribution Rate Pilot (Rider No. 4) or the Residential Managed Charging Pilot (Rider No. 7)
4. To participate, Account cannot be enrolled in Rider No. 21 - Net Metering Service.
5. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.

DEFINITIONS

**Peak Events:** Days and time windows, typically between 3:00 PM and 9:00 PM, on weekdays and non-holidays during the Peak Season when system demand is expected to be high. Five (5) Peak Events will be targeted each year, as designated by the Company, and last no longer than six (6) hours.

**Peak Season:** Days falling on or between June 1 and September 30.

**Incentive Payment:** Performance-based incentive valued at approximately \$1 per kWh derived from each participating customer's reduction in consumption during Peak Events. The Company reserves the authority to modify the incentive value by up to 25%, without advance notice to the customer.

**Baseline Consumption:** A customer-specific representation of typical consumption used to determine kWh reduction during Peak Events. The Company reserves the authority to modify the Baseline calculation based on Pilot findings annually before June 1.

**Heat Index:** A measure used to determine days of similar weather based on the combined effects of the air temperature and humidity.

**Holidays:** Generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

APPENDIX A

TRANSMISSION SERVICE CHARGES

(Applicable to All Rates)

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission (FERC) for customers who receive Default Service from the Company. Customers taking Default Service from the Company shall be charged in accordance with the charges of the applicable rate schedules stated below. These charges shall also apply to riders applicable to each rate schedule.

MONTHLY RATES

Rate Class	Energy Charge \$/kWh	Demand Charge \$/kW	Monthly Charge Per Fixture	Monthly Charge Per Fixture	Monthly Charge Per Fixture
RS	\$0.022514	—			
RH	\$0.012076	—			
RA	\$0.017976	—			
GS	\$0.014159	—			
GM < 25 kW	\$0.009323	\$2.08			
GM => 25 kW	\$0.010568	\$2.31			
GMH < 25 kW	\$0.009745	\$4.18 <sup>(1)</sup>			
GMH => 25 kW	\$0.004998	\$6.61 <sup>(1)</sup>			
GL	—	\$6.36 <sup>(2)</sup>			
GLH	—	\$6.39 <sup>(2)</sup>			
L	—	\$6.08 <sup>(2)</sup>			
HVPS	—	\$6.08 <sup>(2)</sup>			
AL	(\$0.001755)	—			
SE	\$0.001494	—			
UMS	\$0.001494	\$5.46 <sup>(2)</sup>			
			<b>Rate Class</b>		
<b>By Wattage</b>			<b>SH</b>	<b>PAL</b>	<b>SM</b>
<b>Mercury Vapor</b>					
100			—	—	\$0.06
175			—	—	\$0.11
250			—	—	\$0.15
400			—	—	\$0.23
1000			—	—	\$0.55
<b>High Pressure Sodium</b>					
70			—	\$0.04	\$0.04
100			\$0.07	\$0.07	\$0.07
150			\$0.10	\$0.10	\$0.10
200			\$0.13	—	—
250			—	\$0.16	\$0.16
400			\$0.23	\$0.24	\$0.24
1000			—	—	\$0.55

(C)  
(C)

(1) May through October

(2) Demand charge based on the customer’s Network Service Peak Load (“NSPL”).

(C)

(C) – Indicates Change



# **APPENDIX B**

**Duquesne Light Company**  
**Summary of Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Summary of Distribution Revenue Calculations**  
**Docket No. R-2024-3046523**

A	B	C	D	E	F
Rate Class	Current Base Rate Revenue	Distribution System Improvement Charge (DSIC)	Total Base Rate Revenue	Settlement Increase	Base Rate Revenue at Settlement Rates
	DFR-IV-A	DFR-IV-A	DFR-IV-A [B + C]	(Note 3)	[D + E]
RS	\$314,779,880	\$18,423,442	\$333,203,322	\$24,764,766	\$357,968,088
RH	\$37,417,956	\$2,226,077	\$39,644,033	\$4,599,277	\$44,243,310
RA	\$4,476,116	\$282,759	\$4,758,875	\$553,802	\$5,312,678
GS	\$14,713,123	\$749,820	\$15,462,944	\$893,143	\$16,356,087
GM<25	\$35,685,517	\$1,849,707	\$37,535,224	\$2,255,836	\$39,791,060
GM>25	\$71,078,436	\$3,749,511	\$74,827,947	\$5,802,532	\$80,630,480
GMH (Note 1)	\$10,744,630	\$561,413	\$11,306,042	\$871,591	\$12,177,633
GL	\$72,185,897	\$3,912,060	\$76,097,957	\$8,241,980	\$84,339,937
GLH	\$8,410,243	\$454,582	\$8,864,825	\$1,215,745	\$10,080,570
L	\$22,499,510	\$1,174,540	\$23,674,050	\$2,741,863	\$26,415,913
HVPS	\$361,446	\$47,358	\$408,804	\$0	\$408,804
AL (Note 2)	\$1,149	\$58	\$1,206	\$90	\$1,296
SE	\$1,527,258	\$76,585	\$1,603,843	\$117,492	\$1,721,335
SM (Note 2)	\$9,490,103	\$475,883	\$9,965,987	\$736,984	\$10,702,970
SH (Note 2)	\$120,108	\$6,023	\$126,130	\$9,308	\$135,439
UMS	\$1,403,972	\$70,402	\$1,474,374	\$155,322	\$1,629,697
PAL (Note 2)	\$519,210	\$26,036	\$545,246	\$40,269	\$585,516
<b>Total</b>	<b>\$605,414,555</b>	<b>\$34,086,255</b>	<b>\$639,500,810</b>	<b>\$53,000,000</b>	<b>\$692,500,810</b>
<b>Other Electric Revenue:</b>					
Late Payment/Returned Check Charges (Acct. 450)	\$4,593,520		\$4,593,520		\$4,593,520
Reconnect Fees/PJM Office (Acct. 451)	\$936,204		\$936,204		\$936,204
Rent Electric Property (Acct. 454)	\$12,146,196		\$12,146,196		\$12,146,196
Other Revenue (Acct. 456)	\$1,037,500		\$1,037,500		\$1,037,500
Other Revenue	\$18,713,420		\$18,713,420		\$18,713,420
<b>Total Revenue Requirement</b>			<b>\$658,214,231</b>		<b>\$711,214,231</b>

1/ Rate GMH shown as a single line item for presentation since it is a single tariff rate for all eligible customers less than 25 kW and greater than or equal 25 kW.

2/ Individual lighting rate classes shown for presentation purposes since these are tariff rates. Consolidated as Lighting Class SL for cost allocation purposes.

3/ Actual rate design might result in slight rounding differences to the amounts noted above.

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RS - Residential Service**

CURRENT RATES	Units	Rate	Revenue
<b>Rate RS</b>			
Distribution			
<hr/>			
Total Bills	5,900,033	\$12.50	\$73,750,412
kWh	3,409,987,874	\$0.070993	\$242,085,269
CAP Revenue Credit			(\$6,743,813)
<hr/>			
Subtotal	3,409,987,874		\$309,091,868
Surcharges			
<hr/>			
Retail Market Enhancement, Jan-May, Bills	2,461,842	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	3,438,534	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	1,236,044,115	\$0.00143	\$1,771,240
Energy Efficiency, Jun-Dec, kWh	2,174,105,325	\$0.00141	\$3,064,292
Universal Services, Jan-Dec, Non-Cap kWh	3,148,109,047	\$0.01518	\$47,786,326
<hr/>			
Subtotal			\$52,621,858
Transmission, All kWh			
<hr/>			
Transmission, Jan-May	960,078,460	\$0.023088	\$22,166,687
Transmission, Jun-Dec	1,688,695,450	\$0.024328	\$41,083,298
<hr/>			
Subtotal	2,648,773,910		\$63,249,986
Generation, All kWh			
<hr/>			
Generation, Jan-May	960,078,460	\$0.067006	\$64,331,058
Generation, Jun-Nov	1,464,810,573	\$0.065401	\$95,799,872
Generation, Dec	223,884,876	\$0.064350	\$14,407,056
<hr/>			
Subtotal	2,648,773,910		\$174,537,987
<b>Rate RS &amp; Rider 14</b>			
Distribution			
<hr/>			
Meter Charge	343	\$1.63	\$559
kWh Summer, May-Oct	93,980	\$0.070993	\$6,672
kWh, Winter Nov-Apr	67,586	\$0.060206	\$4,069
<hr/>			
Subtotal	161,566		\$11,300
Transmission - All kWh			
<hr/>			
Transmission, Jan-Apr	37,426	\$0.0096897	\$363
Transmission, May	8,481	\$0.0230884	\$196
Transmission, Jun-Oct	69,719	\$0.0243284	\$1,696
Transmission, Nov-Dec	18,811	\$0.0096806	\$182
<hr/>			
Subtotal	134,437		\$2,437
Generation, All kWh			
<hr/>			
Generation, Jan-May	45,907	\$0.067006	\$3,076
Generation, Jun-Nov	78,787	\$0.065401	\$5,153
Generation, Dec	9,743	\$0.064350	\$627
<hr/>			
Subtotal	134,437		\$8,856
Subtotal Revenue			\$599,524,291
Rider 10 - State Tax Adjustment		-0.2758%	(\$1,067,101)
Rider 22 - Distribution System Improvement Charge		5.00%	\$18,423,442
<b>Total Calculated Revenue</b>			<b><u>\$616,880,632</u></b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RS - Residential Service**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate RS</b>			
<u>Distribution</u>			
Total Bills	5,900,033	\$13.00	\$76,700,429
All kWh	3,408,069,256	\$0.082479	\$281,094,144
CAP Revenue Credit			(\$6,743,813)
Subtotal	3,408,069,256		\$351,050,759
<u>EV Whole-Home TOU</u>			
On Peak kWh	364,835	\$0.099272	\$36,218
Off Peak kWh	1,553,782	\$0.079419	\$123,400
Subtotal	1,918,618		\$159,618
<u>EV-Only TOU</u>			
On Peak kWh	0	\$0.000000	\$0
Off Peak kWh	0	\$0.000000	\$0
Subtotal	0		\$0
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	2,461,842	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	3,438,534	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	1,236,044,115	\$0.00143	\$1,771,240
Energy Efficiency, Jun-Dec, kWh	2,174,105,325	\$0.00141	\$3,064,292
Universal Services, Jan-Dec, Non-Cap kWh	3,148,109,047	\$0.01518	\$47,786,326
Subtotal	3,410,149,440		\$52,621,858
<u>Transmission, All kWh</u>			
Transmission, Jan-May	960,078,460	\$0.023088	\$22,166,687
Transmission, Jun-Dec	1,688,695,450	\$0.024328	\$41,083,298
Subtotal	2,648,773,910		\$63,249,986
<u>Generation, All kWh</u>			
Generation, Jan-May	960,078,460	\$0.067006	\$64,331,058
Generation, Jun-Dec	1,464,810,573	\$0.065401	\$95,799,872
Generation, Jun-Dec	223,884,876	\$0.064350	\$14,407,056
Subtotal	2,648,773,910		\$174,537,987
<b>Rate RS &amp; Rider 14</b>			
<u>Distribution</u>			
Meter Charge	343	\$1.63	\$559
Winter kWh	67,586	\$0.075092	\$5,075
Summer kWh	93,980	\$0.082479	\$7,751
Subtotal	161,566		\$13,386
<u>Transmission - All kWh</u>			
Transmission, Jan-Apr	37,426	\$0.009690	\$363
Transmission, May	8,481	\$0.023088	\$196
Transmission, Jun-Oct	69,719	\$0.024328	\$1,696
Transmission, Nov-Dec	18,811	\$0.009681	\$182
Subtotal	134,437		\$2,437
<u>Generation, All kWh</u>			
Generation, Jan-May	45,907	\$0.067006	\$3,076
Generation, Jun-Nov	78,787	\$0.065401	\$5,153
Generation, Dec	9,743	\$0.064350	\$627
Subtotal	134,437		\$8,856
Subtotal Revenue			\$641,644,886
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$641,644,886</b>

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$379,081,367	\$63,252,422	\$174,546,843	\$616,880,632
Proposed Rates	\$403,845,621	\$63,252,422	\$174,546,843	\$641,644,886
Revenue Change	\$24,764,254	\$0	\$0	\$24,764,254

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RH - Residential Service Heating**

CURRENT RATES	Units	Rate	Revenue
<b>Rate RH</b>			
<b>Distribution</b>			
Total Bills	619,915	\$12.50	\$7,748,936
kWh Summer, May-Oct	161,520,875	\$0.070993	\$11,466,851
kWh, Winter Nov-Apr	304,473,063	\$0.060206	\$18,331,105
CAP Revenue Credit			(\$35,244,238)
<b>Subtotal</b>	<b>465,993,938</b>		<b>\$2,302,654</b>
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	256,743	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	363,172	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	231,615,035	\$0.00143	\$331,902
Energy Efficiency, Jun-Dec, kWh	234,378,903	\$0.00141	\$330,345
Universal Services, Jan-Dec, Non-Cap kWh	415,853,784	\$0.01518	\$6,312,400
<b>Subtotal</b>			<b>\$6,974,648</b>
<b>Transmission, All kWh</b>			
Transmission, Jan-May	206,394,206	\$0.009690	\$1,999,899
Transmission, Jun-Dec	208,857,113	\$0.009681	\$2,021,872
<b>Subtotal</b>	<b>415,251,319</b>		<b>\$4,021,771</b>
<b>Generation, All kWh</b>			
Generation, Jan-May	206,394,206	\$0.067006	\$13,829,659
Generation, Jun-Nov	156,791,505	\$0.065401	\$10,254,299
Generation, Dec	52,065,608	\$0.064350	\$3,350,437
<b>Subtotal</b>	<b>415,251,319</b>		<b>\$27,434,395</b>
Subtotal Revenue			\$40,733,468
Rider 10 - State Tax Adjustment		-0.2758%	(\$128,936)
Rider 22 - Distribution System Improvement Charge		5.00%	\$2,226,077
<b>Total Calculated Revenue</b>			<b>\$42,830,609</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RH - Residential Service Heating**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate RH</b>			
<u>Distribution</u>			
Total Bills	619,915	\$13.00	\$8,058,893
Summer, All kWh	161,485,321	\$0.082479	\$13,319,148
Winter, All kWh	304,451,035	\$0.075092	\$22,861,837
CAP Revenue Credit			(\$35,244,238)
Subtotal	465,936,356		\$8,995,640
<u>EV Whole-Home TOU</u>			
On Peak kWh, Summer	6,761	\$0.099272	\$671
On Peak kWh, Winter	4,189	\$0.090381	\$379
Off Peak kWh, Summer	28,793	\$0.079419	\$2,287
Off Peak kWh, Winter	17,839	\$0.072306	\$1,290
Subtotal	57,582		\$3,336
<u>EV-Only TOU</u>			
On Peak kWh, Summer	0	\$0.000000	\$0
On Peak kWh, Winter	0	\$0.000000	\$0
Off Peak kWh, Summer	0	\$0.000000	\$0
Off Peak kWh, Winter	0	\$0.000000	\$0
Subtotal	0		\$0
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	256,743	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	363,172	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	231,615,035	\$0.0014	\$331,902
Energy Efficiency, Jun-Dec, kWh	234,378,903	\$0.0014	\$330,345
Universal Services, Jan-Dec, Non-Cap kWh	415,853,784	\$0.01518	\$6,312,400
Subtotal			\$6,974,648
<u>Transmission, All kWh</u>			
Transmission, Jan-May	206,394,206	\$0.009690	\$1,999,899
Transmission, Jun-Dec	208,857,113	\$0.009681	\$2,021,872
Subtotal	415,251,319		\$4,021,771
<u>Generation, All kWh</u>			
Generation, Jan-May	206,394,206	\$0.067006	\$13,829,659
Generation, Jun-Dec	156,791,505	\$0.065401	\$10,254,299
Generation, Dec	52,065,608	\$0.064350	\$3,350,437
Subtotal	415,251,319		\$27,434,395
Subtotal Revenue			\$47,429,790
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$47,429,790</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$11,374,443	\$4,021,771	\$27,434,395	\$42,830,609
Proposed Rates	\$15,973,624	\$4,021,771	\$27,434,395	\$47,429,790
Revenue Change	\$4,599,181	\$0	\$0	\$4,599,181

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RA - Residential Service Add-On Heat Pump**

CURRENT RATES	Units	Rate	Revenue
<b>Rate RA</b>			
<b>Distribution</b>			
Total Bills	90,048	\$12.50	\$1,125,599
kWh Summer, May-Oct	34,343,233	\$0.070993	\$2,438,129
kWh, Winter Nov-Apr	37,785,424	\$0.024580	\$928,766
CAP Revenue Credit			(\$306,042)
Subtotal	72,128,656		\$4,186,452
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	37,520	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	52,528	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	29,923,642	\$0.00143	\$42,880
Energy Efficiency, Jun-Dec, kWh	42,205,015	\$0.00141	\$59,486
Universal Services, Jan-Dec, Non-Cap kWh	69,853,240	\$0.01518	\$1,060,328
Subtotal			\$1,162,695
<b>Transmission, All kWh</b>			
Transmission, Jan-May	24,899,158	\$0.015698	\$390,879
Transmission, Jun-Dec	35,118,364	\$0.015944	\$559,914
Subtotal	60,017,522		\$950,793
<b>Generation, All kWh</b>			
Generation, Jan-May	24,899,158	\$0.067006	\$1,668,394
Generation, Jun-Nov	29,118,094	\$0.065401	\$1,904,348
Generation, Dec	6,000,270	\$0.064350	\$386,119
Subtotal	60,017,522		\$3,958,862
Subtotal Revenue			\$10,258,801
Rider 10 - State Tax Adjustment		-0.2758%	(\$16,378)
Rider 22 - Distribution System Improvement Charge		5.00%	\$282,759
<b>Total Calculated Revenue</b>			<b>\$10,525,183</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate RA - Residential Service Add-On Heat Pump**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate RA</b>			
<u>Distribution</u>			
Total Bills	90,048	\$13.00	\$1,170,623
Summer, All kWh	34,326,167	\$0.082479	\$2,831,188
Winter, All kWh	37,774,850	\$0.034662	\$1,309,352
CAP Revenue Credit			(\$306,042)
Subtotal	72,101,017		\$5,005,121
<u>EV Whole-Home TOU</u>			
On Peak kWh, Summer	3,245	\$0.099272	\$322
On Peak kWh, Winter	2,011	\$0.041719	\$84
Off Peak kWh, Summer	13,821	\$0.079419	\$1,098
Off Peak kWh, Winter	8,563	\$0.033376	\$286
Subtotal	27,639		\$1,504
<u>EV-Only TOU</u>			
On Peak kWh, Summer	0	\$0.000000	\$0
On Peak kWh, Winter	0	\$0.000000	\$0
Off Peak kWh, Summer	0	\$0.000000	\$0
Off Peak kWh, Winter	0	\$0.000000	\$0
Subtotal	0		\$0
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	37,520	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	52,528	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	29,923,642	\$0.0014	\$42,880
Energy Efficiency, Jun-Dec, kWh	42,205,015	\$0.0014	\$59,486
Universal Services, Jan-Dec, Non-Cap kWh	69,853,240	\$0.01518	\$1,060,328
Subtotal			\$1,162,695
<u>Transmission, All kWh</u>			
Transmission, Jan-May	24,899,158	\$0.015698	\$390,879
Transmission, Jun-Dec	35,118,364	\$0.015944	\$559,914
Subtotal	60,017,522		\$950,793
<u>Generation, All kWh</u>			
Generation, Jan-May	24,899,158	\$0.067006	\$1,668,394
Generation, Jun-Dec	29,118,094	\$0.065401	\$1,904,348
Generation, Dec	6,000,270	\$0.064350	\$386,119
Subtotal	60,017,522		\$3,958,862
Subtotal Revenue			\$11,078,567
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$11,078,567</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$5,615,528	\$950,793	\$3,958,862	\$10,525,183
Proposed Rates	\$6,169,319	\$950,793	\$3,958,862	\$11,078,973
Revenue Change	\$553,791	\$0	\$0	\$553,791

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GS - General Service Small**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GS</b>			
<b>Distribution</b>			
Total Bills	314,039	\$15.00	\$4,710,590
kWh	126,273,573	\$0.079416	\$10,028,142
Subtotal	126,273,573		\$14,738,732
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	130,321	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	183,859	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	53,204,489	\$0.00191	\$101,541
Energy Efficiency, Jun-Dec, kWh	73,295,298	\$0.00189	\$138,314
Subtotal			\$239,855
<b>Transmission, All kWh</b>			
Transmission, Jan-May	39,858,142	\$0.017968	\$716,161
Transmission, Jun-Dec	54,879,244	\$0.017244	\$946,365
Subtotal	94,737,386		\$1,662,526
<b>Generation, All kWh</b>			
Generation, Jan-May	39,858,142	\$0.067000	\$2,670,505
Generation, Jun-Nov	46,121,578	\$0.064964	\$2,996,238
Generation, Dec	8,757,666	\$0.063907	\$559,674
Subtotal	94,737,386		\$6,226,417
<b>Rate GS &amp; Rider 12</b>			
<b>Distribution</b>			
Meter Charge	141	\$12.50	\$1,763
kWh	226,213	\$0.070993	\$16,060
Subtotal	226,213		\$17,822
<b>Transmission, All kWh</b>			
Transmission, Jan-May	57,712	\$0.023088	\$1,332
Transmission, Jun-Dec	109,432	\$0.024328	\$2,662
Subtotal	167,144		\$3,995
<b>Generation, All kWh</b>			
Generation, Jan-May	57,712	\$0.067006	\$3,867
Generation, Jun-Nov	96,043	\$0.065401	\$6,281
Generation, Dec	13,389	\$0.064350	\$862
Subtotal	167,144		\$11,010
Subtotal Revenue			\$22,900,356
Rider 10 - State Tax Adjustment		-0.2758%	(\$43,430)
Rider 22 - Distribution System Improvement Charge		5.00%	\$749,820
<b>Total Calculated Revenue</b>			<b>\$23,606,746</b>

**Duquesne Light Company  
Proof of Revenue Calculation at Current and Proposed Settlement Rates  
12 Months Ending December 31, 2025  
Rate GS - General Service Small**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GS</b>			
<u>Distribution</u>			
Total Bills	314,039	\$18.00	\$5,652,707
All kWh	126,273,573	\$0.084601	\$10,682,871
Subtotal	126,273,573		\$16,335,578
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	130,321	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	183,859	\$0.00	\$0
Energy Efficiency, Jan-May, kWh	53,204,489	\$0.0019	\$101,541
Energy Efficiency, Jun-Dec, kWh	73,295,298	\$0.0019	\$138,314
Subtotal			\$239,855
<u>Transmission, All kWh</u>			
Transmission, Jan-May	39,858,142	\$0.017968	\$716,161
Transmission, Jun-Dec	54,879,244	\$0.017244	\$946,365
Subtotal	94,737,386		\$1,662,526
<u>Generation, All kWh</u>			
Generation, Jan-May	39,858,142	\$0.067000	\$2,670,505
Generation, Jun-Dec	46,121,578	\$0.064964	\$2,996,238
Generation, Dec	8,757,666	\$0.063907	\$559,674
Subtotal	94,737,386		\$6,226,417
<b>Rate GS &amp; Rider 12</b>			
<u>Distribution</u>			
Meter Charge	141	\$13.00	\$1,833
All kWh	226,213	\$0.082479	\$18,658
Subtotal	226,213		\$20,491
<u>Transmission, All kWh</u>			
Transmission, Jan-May	57,712	\$0.023088	\$1,332
Transmission, Jun-Dec	109,432	\$0.024328	\$2,662
Subtotal	167,144		\$3,995
<u>Generation, All kWh</u>			
Generation, Jan-May	57,712	\$0.067006	\$3,867
Generation, Jun-Nov	96,043	\$0.065401	\$6,281
Generation, Dec	13,389	\$0.064350	\$862
Subtotal	167,144		\$11,010
Subtotal Revenue			\$24,499,871
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$24,499,871</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$15,702,798	\$1,666,521	\$6,237,427	\$23,606,746
Proposed Rates	\$16,595,923	\$1,666,521	\$6,237,427	\$24,499,871
Revenue Change	\$893,125	\$0	\$0	\$893,125

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GM<25 - General Service Small**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GM&lt;25</b>			
<u>Distribution</u>			
Total Bills	235,968	\$60.00	\$14,158,065
Demand first 5 kW	1,071,251	\$0.00	\$0
Demand additional kW	1,544,143	\$7.26	\$11,210,480
kWh	628,066,908	\$0.015900	\$9,986,264
Subtotal	628,066,908		\$35,354,808
Rider 13 Meter Charge	111	\$13.21	\$1,466
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	99,623	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	138,433	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	250,724,737	\$0.00191	\$478,507
Energy Efficiency, Jun-Dec, kWh (1)	383,121,324	\$0.00189	\$722,980
Subtotal			\$1,201,487
<u>Transmission</u>			
KW, Jan-May	589,009	\$2.05	\$1,205,092
KW, Jun-Dec	912,745	\$2.16	\$1,968,855
kWh, Jan-May	142,666,508	\$0.00841	\$1,199,447
kWh, Jun-Dec	217,972,751	\$0.00892	\$1,945,348
Subtotal	360,639,259		\$6,318,741
<u>Generation, All kWh</u>			
Generation, Jan-May	142,666,508	\$0.067000	\$9,558,690
Generation, Jun-Nov	188,209,480	\$0.064964	\$12,226,823
Generation, Dec	29,763,271	\$0.063907	\$1,902,075
Subtotal	360,639,259		\$23,687,588
<b>Rate GM&lt;25 &amp; Rider 12</b>			
<u>Distribution</u>			
Meter Charge	2,088	\$12.50	\$26,100
kWh	5,779,152	\$0.070993	\$410,279
Subtotal	5,779,152		\$436,379
<u>Transmission, All kWh</u>			
Transmission, Jan-May	1,309,151	\$0.023088	\$30,226
Transmission, Jun-Dec	1,998,193	\$0.024328	\$48,613
Subtotal	3,307,343		\$78,839
<u>Generation, All kWh</u>			
Generation, Jan-May	1,309,151	\$0.067006	\$87,721
Generation, Jun-Nov	1,745,980	\$0.065401	\$114,189
Generation, Dec	252,213	\$0.064350	\$16,230
Subtotal	3,307,343		\$218,140
Subtotal Revenue			\$67,297,449
Rider 10 - State Tax Adjustment		-0.2758%	(\$107,137)
Rider 22 - Distribution System Improvement Charge		5.00%	\$1,849,707
<b>Total Calculated Revenue</b>			<b>\$69,040,019</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GM<25 - General Service Small**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GM&lt;25</b>			
<u>Distribution</u>			
Total Bills	235,968	\$67.00	\$15,809,839
Demand first 5 kW	1,071,251	\$0.00	\$0
Demand additional kW	1,544,143	\$8.06	\$12,445,794
All kWh	628,066,908	\$0.017562	\$11,030,111
Subtotal	628,066,908		\$39,285,744
Rider 13 Meter Charge	111	\$13.21	\$1,466
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	99,623	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	138,433	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	250,724,737	\$0.0019	\$478,507
Energy Efficiency, Jun-Dec, kWh (1)	383,121,324	\$0.0019	\$722,980
Subtotal			\$1,201,487
<u>Transmission</u>			
KW, Jan-May	589,009	\$2.05	\$1,205,092
KW, Jun-Dec	912,745	\$2.16	\$1,968,855
kWh, Jan-May	142,666,508	\$0.008407	\$1,199,447
kWh, Jun-Dec	217,972,751	\$0.008925	\$1,945,348
Subtotal	360,639,259		\$6,318,741
<u>Generation, All kWh</u>			
Generation, Jan-May	142,666,508	\$0.067000	\$9,558,690
Generation, Jun-Nov	188,209,480	\$0.064964	\$12,226,823
Generation, Dec	29,763,271	\$0.063907	\$1,902,075
Subtotal	360,639,259		\$23,687,588
<b>Rate GM&lt;25 &amp; Rider 12</b>			
<u>Distribution</u>			
Meter Charge	2,088	\$13.00	\$27,144
All kWh	5,779,152	\$0.082479	\$476,659
Subtotal	5,779,152		\$503,803
<u>Transmission, All kWh</u>			
Transmission, Jan-May	1,309,151	\$0.023088	\$30,226
Transmission, Jun-Dec	1,998,193	\$0.024328	\$48,613
Subtotal	3,307,343		\$78,839
<u>Generation, All kWh</u>			
Generation, Jan-May	1,309,151	\$0.067006	\$87,721
Generation, Jun-Nov	1,745,980	\$0.065401	\$114,189
Generation, Dec	252,213	\$0.064350	\$16,230
Subtotal	3,307,343		\$218,140
Subtotal Revenue			\$71,295,808
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$71,295,808</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$38,736,712	\$6,397,580	\$23,905,727	\$69,040,019
Proposed Rates	\$40,992,501	\$6,397,580	\$23,905,727	\$71,295,808
Revenue Change	\$2,255,789	\$0	\$0	\$2,255,789

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GM>25 - General Service Medium**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GM&gt;25</b>			
<b>Distribution</b>			
Total Bills	74,651	\$72.00	\$5,374,901
Demand first 5 kW	373,257	\$0.00	\$0
Demand additional kW	5,719,556	\$7.26	\$41,523,974
kWh	1,949,089,721	\$0.012516	\$24,394,807
Subtotal	1,949,089,721		\$71,293,683
Rider 13 Meter Charge	146	\$13.21	\$1,929
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	31,188	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	43,463	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	771,413,837	\$0.00191	\$1,472,241
Energy Efficiency, Jun-Dec, kWh (1)	1,177,675,884	\$0.00189	\$2,222,367
Subtotal			\$3,694,608
<b>Transmission</b>			
KW, Jan-May	465,223	\$2.28	\$1,061,566
KW, Jun-Dec	733,749	\$2.41	\$1,766,149
kWh, Jan-May	151,546,683	\$0.007146	\$1,083,013
kWh, Jun-Dec	231,152,129	\$0.007517	\$1,737,527
Subtotal	382,698,811		\$5,648,255
<b>Generation, All kWh</b>			
Generation, Jan-Feb	61,415,562	\$0.068541	\$4,209,504
Generation, Mar-May	90,131,120	\$0.057243	\$5,159,351
Generation, Jun-Aug	109,850,257	\$0.070887	\$7,786,935
Generation, Sep-Nov	90,242,147	\$0.059208	\$5,343,101
Generation, Dec	31,059,724	\$0.067331	\$2,091,289
Subtotal	382,698,811		\$24,590,180
Subtotal Revenue			\$105,228,654
Rider 10 - State Tax Adjustment		-0.2758%	(\$217,175)
Rider 22 - Distribution System Improvement Charge		5.00%	\$3,749,511
<b>Total Calculated Revenue</b>			<b>\$108,760,990</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
 Proof of Revenue Calculation at Current and Proposed Settlement Rates  
 12 Months Ending December 31, 2025  
 Rate GM>25 - General Service Medium**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GM&gt;25</b>			
<u>Distribution</u>			
Total Bills	74,651	\$81.00	\$6,046,764
Demand first 5 kW	373,257	\$0.00	\$0
Demand additional kW	5,719,556	\$8.06	\$46,099,619
All kWh	1,949,089,721	\$0.014613	\$28,482,048
Subtotal	1,949,089,721		\$80,628,431
Meter Charge	146	\$13.21	\$1,929
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	31,188	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	43,463	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	771,413,837	\$0.0019	\$1,472,241
Energy Efficiency, Jun-Dec, kWh (1)	1,177,675,884	\$0.0019	\$2,222,367
Subtotal			\$3,694,608
<u>Transmission</u>			
KW, Jan-May	465,223	\$2.28	\$1,061,566
KW, Jun-Dec	733,749	\$2.41	\$1,766,149
kWh, Jan-May	151,546,683	\$0.007146	\$1,083,013
kWh, Jun-Dec	231,152,129	\$0.007517	\$1,737,527
Subtotal	382,698,811		\$5,648,255
<u>Generation, All kWh</u>			
Generation, Jan-Feb	61,415,562	\$0.068541	\$4,209,504
Generation, Mar-May	90,131,120	\$0.057243	\$5,159,351
Generation, Jun-Aug	109,850,257	\$0.070887	\$7,786,935
Generation, Sep-Nov	90,242,147	\$0.059208	\$5,343,101
Generation, Dec	31,059,724	\$0.067331	\$2,091,289
Subtotal	382,698,811		\$24,590,180
Subtotal Revenue			\$114,563,403
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$114,563,403</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$78,522,555	\$5,648,255	\$24,590,180	\$108,760,990
Proposed Rates	\$84,324,967	\$5,648,255	\$24,590,180	\$114,563,403
Revenue Change	\$5,802,412	\$0	\$0	\$5,802,412

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GMH<25 - General Service Small Heating**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GMH&lt;25</b>			
<b>Distribution</b>			
Total Bills	30,063	\$60.00	\$1,803,753
Demand first 5 kW, Jun-Sep	40,130	\$0.00	\$0
Demand additional kW, Jun-Sep	41,224	\$7.26	\$299,284
kWh, Jun-Sep	15,704,508	\$0.015900	\$249,702
kWh, Oct-May	35,742,627	\$0.035598	\$1,272,366
Subtotal	51,447,134		\$3,625,105
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	12,585	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	17,540	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	22,811,851	\$0.00191	\$43,536
Energy Efficiency, Jun-Dec, kWh (1)	28,720,975	\$0.00189	\$54,199
Subtotal			\$97,735
<b>Transmission</b>			
Jan-May, kWh	14,624,942	\$0.00667	\$97,596
Jun-Dec, kWh	18,405,317	\$0.00726	\$133,536
Jun-Sep, kW	52,226	\$3.54	\$184,790
Subtotal	52,226		\$415,922
<b>Generation, All kWh</b>			
Generation, Jan-May	14,624,942	\$0.067000	\$979,875
Generation, Jun-Nov	15,106,073	\$0.064964	\$981,349
Generation, Dec	3,299,244	\$0.063907	\$210,844
Subtotal	33,030,259		\$2,172,068
<b>Rate GMH&lt;25 &amp; Rider 12</b>			
<b>Distribution</b>			
Total Bills	63	\$12.50	\$788
kWh Summer, May-Oct	40,972	\$0.070993	\$2,909
kWh, Winter Nov-Apr	44,720	\$0.060206	\$2,692
Subtotal	85,692		\$6,389
<b>Transmission, All kWh</b>			
Transmission, Jan-May	21,574	\$0.009690	\$209
Transmission, Jun-Dec	33,264	\$0.009681	\$322
Subtotal	54,838		\$531
<b>Generation, All kWh</b>			
Generation, Jan-May	21,574	\$0.067006	\$1,446
Generation, Jun-Nov	26,886	\$0.065401	\$1,758
Generation, Dec	6,378	\$0.064350	\$410
Subtotal	54,838		\$3,614
Subtotal Revenue			\$6,321,365
Rider 10 - State Tax Adjustment		-0.2758%	(\$10,800)
Rider 22 - Distribution System Improvement Charge		5.00%	\$186,461
<b>Total Calculated Revenue</b>			<b>\$6,497,026</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GMH<25 - General Service Small Heating**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GMH&lt;25</b>			
<u>Distribution</u>			
Total Bills	30,063	\$67.00	\$2,014,191
Demand first 5 kW, May-Oct	60,200	\$0.00	\$0
Demand additional kW, May-Oct	65,450	\$8.06	\$527,525
kWh, Nov-Apr	28,515,766	\$0.040306	\$1,149,356
kWh, May-Oct	22,931,368	\$0.017562	\$402,721
Subtotal	51,447,134		\$4,093,793
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	12,585	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	17,540	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	22,811,851	\$0.0019	\$43,536
Energy Efficiency, Jun-Dec, kWh (1)	28,720,975	\$0.0019	\$54,199
Subtotal			\$97,735
<u>Transmission</u>			
Jan-May, kWh	14,624,942	\$0.006673	\$97,596
Jun-Dec, kWh	18,405,317	\$0.007255	\$133,536
May-Oct, kW	52,226	\$3.54	\$184,790
Subtotal	33,030,259		\$415,922
<u>Generation, All kWh</u>			
Generation, Jan-May	14,624,942	\$0.067000	\$979,875
Generation, Jun-Nov	15,106,073	\$0.064964	\$981,349
Generation, Dec	3,299,244	\$0.063907	\$210,844
Subtotal	33,030,259		\$2,172,068
<b>Rate GMH&lt;25 &amp; Rider 12</b>			
<u>Distribution</u>			
Total Bills	63	\$13.00	\$819
kWh Winter, Nov-Apr	44,720	\$0.075092	\$3,358
kWh Summer, May-Oct	40,972	\$0.082479	\$3,379
Subtotal	85,692		\$7,556
<u>Transmission, All kWh</u>			
Transmission, Jan-May	21,574	\$0.009690	\$209
Transmission, Jun-Dec	33,264	\$0.009681	\$322
Subtotal	54,838		\$531
<u>Generation, All kWh</u>			
Generation, Jan-May	21,574	\$0.067006	\$1,446
Generation, Jun-Nov	26,886	\$0.065401	\$1,758
Generation, Dec	6,378	\$0.064350	\$410
Subtotal	54,838		\$3,614
Subtotal Revenue			\$6,791,221
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$6,791,221</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$3,904,890	\$416,453	\$2,175,682	\$6,497,026
Proposed Rates	\$4,199,085	\$416,453	\$2,175,682	\$6,791,221
Revenue Change	\$294,194	\$0	\$0	\$294,194

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GMH>25 - General Service Medium Heating**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GMH&gt;25</b>			
<u>Distribution</u>			
Total Bills	8,028	\$60.00	\$481,683
Demand first 5 kW, Jun-Sep	13,381	\$0.00	\$0
Demand additional kW, Jun-Sep	159,258	\$7.26	\$1,156,212
kWh, Jun-Sep	57,096,753	\$0.015900	\$907,838
kWh, Oct-May	129,218,515	\$0.035598	\$4,599,921
Subtotal	186,315,269		\$7,145,654
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,342	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	4,686	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	82,924,222	\$0.00191	\$158,261
Energy Efficiency, Jun-Dec, kWh (1)	103,391,046	\$0.00189	\$195,107
Subtotal			\$353,368
<u>Transmission</u>			
Jan-May, kWh	23,900,885	\$0.005920	\$141,488
Jun-Dec, kWh	29,823,829	\$0.006406	\$191,063
Jun-Sep, kW	49,395	\$5.44	\$268,840
Subtotal	49,395		\$601,391
<u>Generation, All kWh</u>			
Generation, Jan-Feb	11,531,269	\$0.068541	\$790,368
Generation, Mar-May	12,369,616	\$0.057243	\$708,071
Generation, Jun-Aug	12,699,547	\$0.070887	\$900,230
Generation, Sep-Nov	11,773,901	\$0.059208	\$697,115
Generation, Dec	5,350,380	\$0.067331	\$360,248
Subtotal	53,724,714		\$3,456,032
Subtotal Revenue			\$11,556,444
Rider 10 - State Tax Adjustment		-0.2758%	(\$21,717)
Rider 22 - Distribution System Improvement Charge		5.00%	\$374,951
<b>Total Calculated Revenue</b>			<b>\$11,909,677</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
Proof of Revenue Calculation at Current and Proposed Settlement Rates  
12 Months Ending December 31, 2025  
Rate GMH>25 - General Service Medium Heating**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GMH&gt;25</b>			
<u>Distribution</u>			
Total Bills	8,028	\$67.00	\$537,879
Demand first 5 kW, May-Oct	20,073	\$0.00	\$0
Demand additional kW, May-Oct	237,952	\$8.06	\$1,917,891
kWh, Nov-Apr	103,254,752	\$0.040306	\$4,161,786
kWh, May-Oct	83,060,517	\$0.017562	\$1,458,709
Subtotal	186,315,269		\$8,076,265
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,342	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	4,686	\$0.00	\$0
Energy Efficiency, Jan-May, kWh (1)	82,924,222	\$0.0019	\$158,261
Energy Efficiency, Jun-Dec, kWh (1)	103,391,046	\$0.0019	\$195,107
Subtotal			\$353,368
<u>Transmission</u>			
Jan-May, kWh	23,900,885	\$0.005920	\$141,488
Jun-Dec, kWh	29,823,829	\$0.006406	\$191,063
May-Oct, kW	49,395	\$5.44	\$268,840
Subtotal	53,724,714		\$601,391
<u>Generation, All kWh</u>			
Generation, Jan-Feb	11,531,269	\$0.068541	\$790,368
Generation, Mar-May	12,369,616	\$0.057243	\$708,071
Generation, Jun-Aug	12,699,547	\$0.070887	\$900,230
Generation, Sep-Nov	11,773,901	\$0.059208	\$697,115
Generation, Dec	5,350,380	\$0.067331	\$360,248
Subtotal	53,724,714		\$3,456,032
Subtotal Revenue			\$12,487,056
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$12,487,056</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$7,852,255	\$601,391	\$3,456,032	\$11,909,677
Proposed Rates	\$8,429,633	\$601,391	\$3,456,032	\$12,487,056
Revenue Change	\$577,378	\$0	\$0	\$577,378

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GL - General Service Large**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GL</b>			
<u>Distribution</u>			
First 300 kW or less	9,104	\$3,500.00	\$31,862,716
Demand additional kW	4,094,086	\$9.80	\$40,122,040
All kWh	2,580,000,409	\$0.000000	\$0
Subtotal	4,094,086		\$71,984,755
Untransformed Service Credit			(\$67,212)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,793	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	5,310	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	3,793	\$379.70	\$1,440,350
Energy Efficiency, Jan-May, kW (PLC) (1)	2,298,188	\$0.45	\$1,034,698
Energy Efficiency, Jun-Dec, Bills (1)	5,310	\$373.18	\$1,981,681
Energy Efficiency, Jun-Dec, kW (PLC) (1)	3,217,463	\$0.43	\$1,371,980
Subtotal			\$5,828,709
<u>Transmission, 1CP</u>			
KW, Jan-May	155,033	\$5.97	\$925,802
KW, Jun-Dec	217,047	\$5.85	\$1,268,871
Subtotal	372,080		\$2,194,673
<u>Generation, All kWh</u>			
Generation	171,139,509	\$0.041746	\$7,144,344
Subtotal	171,139,509		\$7,144,344
<b>Rate GL &amp; Rider 16</b>			
<u>Distribution</u>			
Maintenance Demand Charge	112,800	\$3.09	\$348,552
Maintenance Demand Charge	47,376	\$3.09	\$146,392
As Used Demand Charge	0	\$6.79	\$0
Overage Demand Charge	0	\$9.88	\$0
Subtotal	160,176		\$494,944
Subtotal Revenue			\$87,580,212
Rider 10 - State Tax Adjustment		-0.2758%	(\$226,590)
Rider 22 - Distribution System Improvement Charge		5.00%	\$3,912,060
<b>Total Calculated Revenue</b>			<b>\$91,265,682</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
Proof of Revenue Calculation at Current and Proposed Settlement Rates  
12 Months Ending December 31, 2025  
Rate GL - General Service Large**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GL</b>			
<u>Distribution</u>			
First 300 kW or less	9,104	\$3,975.00	\$36,186,941
Demand additional kW	4,094,086	\$11.64	\$47,655,157
Subtotal	4,094,086		\$83,842,099
Untransformed Service Credit			(\$67,212)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,793	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	5,310	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	3,793	\$379.70	\$1,440,350
Energy Efficiency, Jan-May, kW (PLC) (1)	2,298,188	\$0.45	\$1,034,698
Energy Efficiency, Jun-Dec, Bills (1)	5,310	\$373.18	\$1,981,681
Energy Efficiency, Jun-Dec, kW (PLC) (1)	3,217,463	\$0.43	\$1,371,980
Subtotal			\$5,828,709
<u>Transmission, 1CP</u>			
KW, Jan-May	155,033	\$5.97	\$925,802
KW, Jun-Dec	217,047	\$5.85	\$1,268,871
Subtotal	372,080		\$2,194,673
<u>Generation, All kWh</u>			
Generation	171,139,509	\$0.041746	\$7,144,344
Subtotal	171,139,509		\$7,144,344
<b>Rate GL &amp; Rider 16</b>			
<u>Distribution</u>			
Maintenance Demand Charge	112,800	\$3.71	\$418,488
Maintenance Demand Charge	47,376	\$3.09	\$146,392
As Used Demand Charge	0	\$6.95	\$0
Overage Demand Charge	0	\$10.66	\$0
Subtotal			\$564,880
Subtotal Revenue			\$99,507,492
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$99,507,492</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$81,926,666	\$2,194,673	\$7,144,344	\$91,265,682
Proposed Rates	\$90,168,475	\$2,194,673	\$7,144,344	\$99,507,492
Revenue Change	\$8,241,809	\$0	\$0	\$8,241,809

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate GLH - General Service Large Heating**

CURRENT RATES	Units	Rate	Revenue
<b>Rate GLH</b>			
<u>Distribution</u>			
Total Bills	714	\$73.50	\$52,482
First 300 kW or less, Jun-Sep	357	\$3,500.00	\$1,249,794
Demand additional kW, Jun-Sep	163,576	\$9.80	\$1,603,045
kWh, Oct-May	200,097,004	\$0.027660	\$5,534,683
Summer, All kWh	99,559,678	\$0.000000	\$0
Subtotal	299,656,682		\$8,440,004
Untransformed Credit			(\$3,431)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	446	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	625	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	446	\$356.23	\$158,923
Energy Efficiency, Jan-May, kW (PLC) (1)	254,437	\$0.47	\$119,337
Energy Efficiency, Jun-Dec, Bills (1)	625	\$349.70	\$218,563
Energy Efficiency, Jun-Dec, kW (PLC) (1)	356,212	\$0.44	\$158,238
Subtotal			\$655,060
<u>Transmission, 1CP</u>			
KW, Jan-May	15,528	\$5.97	\$92,727
KW, Jun-Dec	21,739	\$5.85	\$127,089
Subtotal	37,267		\$219,816
<u>Generation, All kWh</u>			
Generation	17,977,732	\$0.041746	\$750,494
Subtotal	17,977,732		\$750,494
Subtotal Revenue			\$10,061,943
Rider 10 - State Tax Adjustment		-0.2758%	(\$26,330)
Rider 22 - Distribution System Improvement Charge		5.00%	\$454,582
<b>Total Calculated Revenue</b>			<b>\$10,490,195</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
Proof of Revenue Calculation at Current and Proposed Settlement Rates  
12 Months Ending December 31, 2025  
Rate GLH - General Service Large Heating**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate GLH</b>			
<u>Distribution</u>			
Total Bills	535	\$85.00	\$45,517
First 300 kW or less, May-Oct	536	\$3,975.00	\$2,129,109
Demand additional kW, May-Oct	236,774	\$11.64	\$2,756,050
All kWh Nov-Apr	154,953,819	\$0.033257	\$5,153,299
<b>Subtotal</b>	<b>154,953,819</b>		<b>\$10,083,976</b>
Untransformed Credit			(\$3,431)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	446	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	625	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	446	\$356.23	\$158,923
Energy Efficiency, Jan-May, kW (PLC) (1)	254,437	\$0.47	\$119,337
Energy Efficiency, Jun-Dec, Bills (1)	625	\$349.70	\$218,563
Energy Efficiency, Jun-Dec, kW (PLC) (1)	356,212	\$0.44	\$158,238
<b>Subtotal</b>			<b>\$655,060</b>
<u>Transmission, 1CP</u>			
KW, Jan-May	15,528	\$5.97	\$92,727
KW, Jun-Dec	21,739	\$5.85	\$127,089
<b>Subtotal</b>	<b>37,267</b>		<b>\$219,816</b>
<u>Generation, All kWh</u>			
Generation	17,977,732	\$0.041746	\$750,494
<b>Subtotal</b>	<b>17,977,732</b>		<b>\$750,494</b>
Subtotal Revenue			\$11,705,914
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$11,705,914</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$9,519,885	\$219,816	\$750,494	\$10,490,195
Proposed Rates	\$10,735,605	\$219,816	\$750,494	\$11,705,914
Revenue Change	\$1,215,720	\$0	\$0	\$1,215,720

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate L - Large Power Service**

CURRENT RATES	Units	Rate	Revenue
<b>Rate L</b>			
<u>Distribution</u>			
First 5,000 kW or less	297	\$39,174.00	\$11,634,678
Demand additional kW	711,326	\$15.68	\$11,153,589
All kWh	978,658,230	\$0.000000	\$0
Subtotal	711,326		\$22,788,267
Untransformed Service Credit			(\$220,727)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	124	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	173	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	124	\$379.47	\$46,960
Energy Efficiency, Jan-May, kW (PLC) (1)	774,780	\$0.45	\$348,966
Energy Efficiency, Jun-Dec, Bills (1)	173	\$372.95	\$64,614
Energy Efficiency, Jun-Dec, kW (PLC) (1)	1,084,692	\$0.43	\$462,719
Subtotal			\$923,259
<u>Transmission, 1CP</u>			
KW, Jan-May	0	\$5.97	\$0
KW, Jun-Dec	0	\$5.85	\$0
Subtotal	0		\$0
<u>Generation, All kWh</u>			
Generation	0	\$0.041746	\$0
Subtotal	0		\$0
Subtotal Revenue			\$23,490,799
Rider 10 - State Tax Adjustment		-0.2758%	(\$68,030)
Rider 22 - Distribution System Improvement Charge		5.00%	\$1,174,540
<b>Total Calculated Revenue</b>			<b>\$24,597,309</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
 Proof of Revenue Calculation at Current and Proposed Settlement Rates  
 12 Months Ending December 31, 2025  
 Rate L - Large Power Service**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate L</b>			
<u>Distribution</u>			
First 5,000 kW or less	297	\$46,000.00	\$13,662,000
Demand additional kW	711,326	\$18.24	\$12,974,583
Subtotal	711,326		\$26,636,583
Untransformed Service Credit			(\$220,727)
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	124	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	173	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	124	\$379.47	\$46,960
Energy Efficiency, Jan-May, kW (PLC) (1)	774,780	\$0.45	\$348,966
Energy Efficiency, Jun-Dec, Bills (1)	173	\$372.95	\$64,614
Energy Efficiency, Jun-Dec, kW (PLC) (1)	1,084,692	\$0.43	\$462,719
Subtotal			\$923,259
<u>Transmission, 1CP</u>			
KW, Jan-May	0	\$5.97	\$0
KW, Jun-Dec	0	\$5.85	\$0
Subtotal	0		\$0
<u>Generation, All kWh</u>			
Generation	0	\$0.041746	\$0
Subtotal	0		\$0
Subtotal Revenue			\$27,339,115
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$27,339,115</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$24,597,309	\$0	\$0	\$24,597,309
Proposed Rates	\$27,339,115	\$0	\$0	\$27,339,115
Revenue Change	\$2,741,806	\$0	\$0	\$2,741,806

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate HVPS - High Voltage Power Service**

CURRENT RATES	Units	Rate	Revenue
<b>Rate HVPS</b>			
<b>Distribution</b>			
Demand first 50,000 kW	108	\$2,503.20	\$270,346
Demand 50,001-100,000 kW	24	\$3,910.16	\$93,844
Demand >100,000 kW	0	\$5,545.23	\$0
Total kWh	1,768,099,967	\$0.000000	\$0
Subtotal	132		\$364,189
Untransformed Service Credit			\$0
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	55	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	77	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	55	\$501.31	\$27,572
Energy Efficiency, Jan-May, kW (PLC) (1)	630,355	\$0.35	\$222,397
Energy Efficiency, Jun-Dec, Bills (1)	77	\$494.83	\$38,102
Energy Efficiency, Jun-Dec, kW (PLC) (1)	882,497	\$0.33	\$294,892
Subtotal			\$582,963
<b>Transmission, 1CP</b>			
KW, Jan-May	0	\$5.97	\$0
KW, Jun-Dec	0	\$5.85	\$0
Subtotal	0		\$0
<b>Generation, All kWh</b>			
Generation	0	\$0.041746	\$0
Subtotal	0		\$0
Subtotal Revenue			\$947,153
Rider 10 - State Tax Adjustment		-0.2758%	(\$2,743)
Rider 22 - Distribution System Improvement Charge		5.00%	\$47,358
<b>Total Calculated Revenue</b>			<b>\$991,767</b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

**Duquesne Light Company  
Proof of Revenue Calculation at Current and Proposed Settlement Rates  
12 Months Ending December 31, 2025  
Rate HVPS - High Voltage Power Service**

<u>PROPOSED RATES</u>	<u>Units</u>	<u>Rate</u>	<u>Revenue</u>
<b>Rate HVPS</b>			
<u>Distribution</u>			
Demand first 50,000 kW	108	\$2,809.85	\$303,464
Demand 50,001-100,000 kW	24	\$4,389.17	\$105,340
Demand >100,000 kW	0	\$6,224.55	\$0
<u>Subtotal</u>	<u>132</u>		<u>\$408,804</u>
Untransformed Service Credit			\$0
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	55	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	77	\$0.00	\$0
Energy Efficiency, Jan-May, Bills (1)	55	\$501.31	\$27,572
Energy Efficiency, Jan-May, kW (PLC) (1)	630,355	\$0.35	\$222,397
Energy Efficiency, Jun-Dec, Bills (1)	77	\$494.83	\$38,102
Energy Efficiency, Jun-Dec, kW (PLC) (1)	882,497	\$0.33	\$294,892
<u>Subtotal</u>			<u>\$582,963</u>
<u>Transmission, 1CP</u>			
KW, Jan-May	0	\$5.97	\$0
KW, Jun-Dec	0	\$5.85	\$0
<u>Subtotal</u>	<u>0</u>		<u>\$0</u>
<u>Generation, All kWh</u>			
Generation	0	\$0.041746	\$0
<u>Subtotal</u>	<u>0</u>		<u>\$0</u>
Subtotal Revenue			\$991,767
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b><u>\$991,767</u></b>

1/ Energy Efficiency surcharge is a weighted rate for calculation purposes based on commercial and industrial sales.

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$991,767	\$0	\$0	\$991,767
Proposed Rates	\$991,767	\$0	\$0	\$991,767
Revenue Change	(\$0)	\$0	\$0	(\$0)

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate UMS - Unmetered Service**

CURRENT RATES	Units	Rate	Revenue
<b>Rate UMS</b>			
<b>Distribution</b>			
Total Bills	71,691	\$11.00	\$788,604
kWh	26,267,727	\$0.023582	\$619,446
Subtotal	26,267,727		\$1,408,049
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	29,867	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	41,825	\$0.00	\$0
Subtotal	71,691		\$0
<b>Transmission</b>			
Transmission, kWh Jan-May	4,107,355	\$0.004471	\$18,364
Transmission, kWh Jun-Dec	5,840,146	\$0.004685	\$27,363
Transmission, 1CP Jan-May	6,640	\$2.99	\$19,825
Transmission, 1CP Jun-Dec	9,296	\$2.92	\$27,171
Subtotal	9,947,502		\$92,723
<b>Generation, All kWh</b>			
Generation, Jan-May	4,107,355	\$0.067006	\$275,218
Generation, Jun-Nov	4,996,224	\$0.065401	\$326,757
Generation, Dec	843,922	\$0.064350	\$54,307
Subtotal	9,947,502		\$656,282
Subtotal Revenue			\$2,157,054
Rider 10 - State Tax Adjustment		-0.2758%	(\$4,078)
Rider 22 - Distribution System Improvement Charge		5.00%	\$70,402
<b>Total Calculated Revenue</b>			<b>\$2,223,379</b>

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate UMS - Unmetered Service**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate UMS</b>			
<u>Distribution</u>			
Total Bills	71,691	\$12.50	\$896,141
Total kWh	26,267,727	\$0.027926	\$733,553
Subtotal	26,267,727		\$1,629,693
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	29,867	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	41,825	\$0.00	\$0
Subtotal			\$0
<u>Transmission</u>			
Transmission, kWh Jan-May	4,107,355	\$0.004471	\$18,364
Transmission, kWh Jun-Dec	5,840,146	\$0.004685	\$27,363
Transmission, 1CP Jan-May	6,640	\$2.99	\$19,825
Transmission, 1CP Jun-Dec	9,296	\$2.92	\$27,171
Subtotal	9,947,502		\$92,723
<u>Generation, All kWh</u>			
Generation, Jan-May	4,107,355	\$0.067006	\$275,218
Generation, Jun-Nov	4,996,224	\$0.065401	\$326,757
Generation, Dec	843,922	\$0.064350	\$54,307
Subtotal	9,947,502		\$656,282
Subtotal Revenue			\$2,378,698
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$2,378,698</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$1,474,374	\$92,723	\$656,282	\$2,223,379
Proposed Rates	\$1,629,693	\$92,723	\$656,282	\$2,378,698
Revenue Change	\$155,319	\$0	\$0	\$155,319

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SE - Street Lighting Energy**

CURRENT RATES	Units	Rate	Revenue
<b>Rate SE</b>			
<b>Distribution</b>			
Total Bills	12	\$0.00	\$0
Total Fixtures	486,252	\$3.15	\$1,531,694
All kWh	25,300,170	\$0.00000	\$0
<b>Subtotal</b>	<b>486,252</b>		<b>\$1,531,694</b>
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	5	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	7	\$0.00	\$0
<b>Subtotal</b>	<b>12</b>		<b>\$0</b>
<b>Transmission, All kWh</b>			
Transmission, Jan-May	0	\$0.000000	\$0
Transmission, Jun-Dec	0	\$0.000000	\$0
<b>Subtotal</b>	<b>0</b>		<b>\$0</b>
<b>Generation, All kWh</b>			
Generation, Jan-May	0	\$0.049507	\$0
Generation, Jun-Nov	0	\$0.048322	\$0
Generation, Dec	0	\$0.047544	\$0
<b>Subtotal</b>	<b>0</b>		<b>\$0</b>
Subtotal Revenue			\$1,531,694
Rider 10 - State Tax Adjustment		-0.2758%	(\$4,436)
Rider 22 - Distribution System Improvement Charge		5.00%	\$76,585
<b>Total Calculated Revenue</b>			<b>\$1,603,843</b>

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SE - Street Lighting Energy**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate SE</b>			
<u>Distribution</u>			
Total Fixtures	486,252	\$3.54	\$1,721,332
Subtotal	486,252		\$1,721,332
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	5	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	7	\$0.00	\$0
Subtotal	12		\$0
<u>Transmission, All kWh</u>			
Transmission, Jan-May	0	\$0.000000	\$0
Transmission, Jun-Dec	0	\$0.000000	\$0
Subtotal	0		\$0
<u>Generation, All kWh</u>			
Generation, Jan-May	0	\$0.049507	\$0
Generation, Jun-Nov	0	\$0.048322	\$0
Generation, Dec	0	\$0.047544	\$0
Subtotal	0		\$0
Subtotal Revenue			\$1,721,332
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$1,721,332</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$1,603,843	\$0	\$0	\$1,603,843
Proposed Rates	\$1,721,332	\$0	\$0	\$1,721,332
Revenue Change	\$117,489	\$0	\$0	\$117,489

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate AL - Architectural Lighting Service**

CURRENT RATES	Units	Rate	Revenue
<b>Rate AL</b>			
<b>Distribution</b>			
Total Bills	36	\$8.00	\$288
kWh	116,110	\$0.002319	\$269
All kW	336	\$1.77	\$595
Subtotal	116,110		\$1,152
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	15	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	21	\$0.00	\$0
Subtotal			\$0
<b>Transmission, All kWh</b>			
Transmission, Jan-May	6,820	\$0.000124	\$1
Transmission, Jun-Dec	9,161	\$0.000128	\$1
Subtotal	15,981		\$2
<b>Generation, All kWh</b>			
Generation, Jan-May	6,820	\$0.049507	\$338
Generation, Jun-Nov	7,520	\$0.048322	\$363
Generation, Dec	1,641	\$0.047544	\$78
Subtotal	15,981		\$779
Subtotal Revenue			\$1,933
Rider 10 - State Tax Adjustment		-0.2758%	(\$3)
Rider 22 - Distribution System Improvement Charge		5.00%	\$58
<b>Total Calculated Revenue</b>			<b>\$1,987</b>

**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate AL - Architectural Lighting Service**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate AL</b>			
<u>Distribution</u>			
Total Bills	36	\$8.00	\$288
All kWh	116,110	\$0.002603	\$302
All kW	336	\$2.10	\$706
Subtotal	116,110		\$1,296
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	15	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	21	\$0.00	\$0
Subtotal			\$0
<u>Transmission, All kWh</u>			
Transmission, Jan-May	6,820	\$0.000124	\$1
Transmission, Jun-Dec	9,161	\$0.000128	\$1
Subtotal	15,981		\$2
<u>Generation, All kWh</u>			
Generation, Jan-May	6,820	\$0.049507	\$338
Generation, Jun-Nov	7,520	\$0.048322	\$363
Generation, Dec	1,641	\$0.047544	\$78
Subtotal	15,981		\$779
Subtotal Revenue			\$2,077
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$2,077</b>

<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$1,206	\$2	\$779	\$1,987
Proposed Rates	\$1,296	\$2	\$779	\$2,077
Revenue Change	\$90	\$0	\$0	\$90

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate PAL - Private Area Lighting**

CURRENT RATES	Units	Rate	Revenue
<b>Rate PAL</b>			
<u>Distribution</u>			
PAL High Pressure Sodium 70W	7,584	\$14.31	\$108,527
PAL High Pressure Sodium 100W	1,800	\$14.42	\$25,956
PAL High Pressure Sodium 150W	2,640	\$14.63	\$38,623
PAL High Pressure Sodium 250W	4,188	\$15.01	\$62,862
PAL High Pressure Sodium 400W	2,148	\$15.61	\$33,530
PAL LED Cobra Head 30W	1,236	\$12.60	\$15,574
PAL LED Cobra Head 45W	1,020	\$12.60	\$12,852
PAL LED Cobra Head 60W	732	\$13.01	\$9,523
PAL LED Cobra Head 95W	624	\$14.35	\$8,954
PAL LED Cobra Head 139W	612	\$15.00	\$9,180
PAL LED Cobra Head 219W	72	\$15.27	\$1,099
PAL LED Colonial 20W	132	\$16.48	\$2,175
PAL LED Colonial 45W	12	\$16.82	\$202
PAL LED Contemporary 40W	0	\$15.22	\$0
PAL LED Contemporary 55W	0	\$15.22	\$0
PAL Flood Lighting 100W	1,344	\$14.31	\$19,233
PAL Flood Lighting 250W	2,400	\$14.98	\$35,952
PAL Flood Lighting 400W	5,076	\$15.65	\$79,439
PAL Customer Owned & Maintained	1,968	\$2.96	\$5,825
Pole Fee	4,548	\$11.26	\$51,210
<b>Subtotal</b>	<b>33,588</b>		<b>\$520,718</b>
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,830	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	5,362	\$0.00	\$0
<b>Subtotal</b>	<b>9,192</b>		<b>\$0</b>
<u>Transmission, Jan-May</u>			
PAL High Pressure Sodium 70W	2,775	\$0.04	\$120
PAL High Pressure Sodium 100W	610	\$0.07	\$46
PAL High Pressure Sodium 150W	820	\$0.11	\$87
PAL High Pressure Sodium 250W	1,215	\$0.16	\$199
PAL High Pressure Sodium 400W	600	\$0.25	\$152
PAL LED Cobra Head 30W	500	\$0.00	\$0
PAL LED Cobra Head 45W	395	\$0.00	\$0
PAL LED Cobra Head 60W	290	\$0.00	\$0
PAL LED Cobra Head 95W	190	\$0.00	\$0
PAL LED Cobra Head 139W	220	\$0.00	\$0
PAL LED Cobra Head 219W	30	\$0.00	\$0
PAL LED Colonial 20W	-	\$0.00	\$0
PAL LED Colonial 45W	-	\$0.00	\$0
PAL LED Contemporary 40W	-	\$0.00	\$0
PAL LED Contemporary 55W	-	\$0.00	\$0
PAL Flood Lighting 100W	415	\$0.00	\$0
PAL Flood Lighting 250W	670	\$0.00	\$0
PAL Flood Lighting 400W	1,525	\$0.00	\$0
<b>Subtotal</b>	<b>10,255</b>		<b>\$604</b>
<u>Transmission, Jun-Dec</u>			
PAL High Pressure Sodium 70W	4,424	\$0.00	\$0
PAL High Pressure Sodium 100W	1,050	\$0.00	\$0
PAL High Pressure Sodium 150W	1,540	\$0.00	\$0
PAL High Pressure Sodium 250W	2,443	\$0.00	\$0
PAL High Pressure Sodium 400W	1,253	\$0.00	\$0
PAL LED Cobra Head 30W	721	\$0.00	\$0
PAL LED Cobra Head 45W	595	\$0.00	\$0
PAL LED Cobra Head 60W	427	\$0.00	\$0
PAL LED Cobra Head 95W	364	\$0.00	\$0
PAL LED Cobra Head 139W	357	\$0.00	\$0
PAL LED Cobra Head 219W	42	\$0.00	\$0
PAL LED Colonial 20W	77	\$0.00	\$0
PAL LED Colonial 45W	7	\$0.00	\$0
PAL LED Contemporary 40W	0	\$0.00	\$0
PAL LED Contemporary 55W	0	\$0.00	\$0
PAL Flood Lighting 100W	784	\$0.00	\$0
PAL Flood Lighting 250W	1,400	\$0.00	\$0
PAL Flood Lighting 400W	2,961	\$0.00	\$0
<b>Subtotal</b>	<b>18,445</b>		<b>\$0</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate PAL - Private Area Lighting**

CURRENT RATES	Units	Rate	Revenue
<u>Generation, Jan-May</u>			
PAL High Pressure Sodium 70W	2,775	\$1.44	\$3,996
PAL High Pressure Sodium 100W	610	\$2.48	\$1,513
PAL High Pressure Sodium 150W	820	\$3.52	\$2,886
PAL High Pressure Sodium 250W	1,215	\$5.45	\$6,622
PAL High Pressure Sodium 400W	600	\$8.42	\$5,052
PAL LED Cobra Head 30W	500	\$0.69	\$345
PAL LED Cobra Head 45W	395	\$0.99	\$391
PAL LED Cobra Head 60W	290	\$2.28	\$661
PAL LED Cobra Head 95W	190	\$4.95	\$941
PAL LED Cobra Head 139W	220	\$7.67	\$1,687
PAL LED Cobra Head 219W	30	\$1.44	\$43
PAL LED Colonial 20W	0	\$2.28	\$0
PAL LED Colonial 45W	0	\$3.32	\$0
PAL LED Contemporary 40W	0	\$4.95	\$0
PAL LED Contemporary 55W	0	\$7.67	\$0
PAL Flood Lighting 100W	415	\$0.54	\$224
PAL Flood Lighting 250W	670	\$0.79	\$529
PAL Flood Lighting 400W	1,525	\$1.04	\$1,586
<b>Subtotal</b>	<b>10,255</b>		<b>\$26,477</b>
<u>Generation, Jun-Nov</u>			
PAL High Pressure Sodium 70W	3,792	\$1.40	\$5,309
PAL High Pressure Sodium 100W	900	\$2.42	\$2,178
PAL High Pressure Sodium 150W	1,320	\$3.43	\$4,528
PAL High Pressure Sodium 250W	2,094	\$5.32	\$11,140
PAL High Pressure Sodium 400W	1,074	\$8.21	\$8,818
PAL LED Cobra Head 30W	618	\$0.68	\$420
PAL LED Cobra Head 45W	510	\$0.97	\$495
PAL LED Cobra Head 60W	366	\$2.22	\$813
PAL LED Cobra Head 95W	312	\$4.83	\$1,507
PAL LED Cobra Head 139W	306	\$7.49	\$2,292
PAL LED Cobra Head 219W	36	\$1.40	\$50
PAL LED Colonial 20W	66	\$2.22	\$147
PAL LED Colonial 45W	6	\$3.24	\$19
PAL LED Contemporary 40W	0	\$4.83	\$0
PAL LED Contemporary 55W	0	\$7.49	\$0
PAL Flood Lighting 100W	672	\$0.53	\$356
PAL Flood Lighting 250W	1,200	\$0.77	\$924
PAL Flood Lighting 400W	2,538	\$1.01	\$2,563
<b>Subtotal</b>	<b>15,810</b>		<b>\$41,558</b>
<u>Generation, Dec</u>			
PAL High Pressure Sodium 70W	632	\$1.38	\$872
PAL High Pressure Sodium 100W	150	\$2.38	\$357
PAL High Pressure Sodium 150W	220	\$3.38	\$744
PAL High Pressure Sodium 250W	349	\$5.23	\$1,825
PAL High Pressure Sodium 400W	179	\$8.08	\$1,446
PAL LED Cobra Head 30W	103	\$0.67	\$69
PAL LED Cobra Head 45W	85	\$0.95	\$81
PAL LED Cobra Head 60W	61	\$2.19	\$134
PAL LED Cobra Head 95W	52	\$4.75	\$247
PAL LED Cobra Head 139W	51	\$7.37	\$376
PAL LED Cobra Head 219W	6	\$1.38	\$8
PAL LED Colonial 20W	11	\$2.19	\$24
PAL LED Colonial 45W	1	\$3.19	\$3
PAL LED Contemporary 40W	0	\$4.75	\$0
PAL LED Contemporary 55W	0	\$7.37	\$0
PAL Flood Lighting 100W	112	\$0.52	\$58
PAL Flood Lighting 250W	200	\$0.76	\$152
PAL Flood Lighting 400W	423	\$1.00	\$423
<b>Subtotal</b>	<b>2,635</b>		<b>\$6,396</b>
<b>Subtotal Revenue</b>			<b>\$595,754</b>
Rider 10 - State Tax Adjustment		-0.2758%	(\$1,508)
Rider 22 - Distribution System Improvement Charge		5.00%	\$26,036
<b>Total Calculated Revenue</b>			<b>\$620,282</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate PAL - Private Area Lighting**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate PAL</b>			
<u>Distribution</u>			
PAL High Pressure Sodium 70W	7,584	\$16.09	\$122,027
PAL High Pressure Sodium 100W	1,800	\$16.21	\$29,178
PAL High Pressure Sodium 150W	2,640	\$16.45	\$43,428
PAL High Pressure Sodium 250W	4,188	\$16.88	\$70,693
PAL High Pressure Sodium 400W	2,148	\$17.55	\$37,697
PAL LED Cobra Head 30W	1,236	\$14.17	\$17,514
PAL LED Cobra Head 45W	1,020	\$14.17	\$14,453
PAL LED Cobra Head 60W	732	\$14.63	\$10,709
PAL LED Cobra Head 95W	624	\$16.14	\$10,071
PAL LED Cobra Head 139W	612	\$16.87	\$10,324
PAL LED Cobra Head 219W	72	\$17.17	\$1,236
PAL LED Colonial 20W	132	\$18.53	\$2,446
PAL LED Colonial 45W	12	\$18.91	\$227
PAL LED Contemporary 40W	0	\$17.11	\$0
PAL LED Contemporary 55W	0	\$17.11	\$0
PAL Flood Lighting 100W	1,344	\$16.09	\$21,625
PAL Flood Lighting 250W	2,400	\$16.84	\$40,416
PAL Flood Lighting 400W	5,076	\$17.60	\$89,338
PAL Customer Owned & Maintained	1,968	\$3.33	\$6,553
Pole Fee	4,548	\$12.66	\$57,578
<b>Subtotal</b>	<b>33,588</b>		<b>\$585,515</b>
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	3,830	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	5,362	\$0.00	\$0
<b>Subtotal</b>	<b>9,192</b>		<b>\$0</b>
<u>Transmission, Jan-May</u>			
PAL High Pressure Sodium 70W	2,775	\$0.04	\$120
PAL High Pressure Sodium 100W	610	\$0.07	\$46
PAL High Pressure Sodium 150W	820	\$0.11	\$87
PAL High Pressure Sodium 250W	1,215	\$0.16	\$199
PAL High Pressure Sodium 400W	600	\$0.25	\$152
PAL LED Cobra Head 30W	500	\$0.00	\$0
PAL LED Cobra Head 45W	395	\$0.00	\$0
PAL LED Cobra Head 60W	290	\$0.00	\$0
PAL LED Cobra Head 95W	190	\$0.00	\$0
PAL LED Cobra Head 139W	220	\$0.00	\$0
PAL LED Cobra Head 219W	30	\$0.00	\$0
PAL LED Colonial 20W	0	\$0.00	\$0
PAL LED Colonial 45W	0	\$0.00	\$0
PAL LED Contemporary 40W	0	\$0.00	\$0
PAL LED Contemporary 55W	0	\$0.00	\$0
PAL Flood Lighting 100W	415	\$0.00	\$0
PAL Flood Lighting 250W	670	\$0.00	\$0
PAL Flood Lighting 400W	1,525	\$0.00	\$0
<b>Subtotal</b>	<b>10,255</b>		<b>\$604</b>
<u>Transmission, Jun-Dec</u>			
PAL High Pressure Sodium 70W	4,424	\$0.00	\$0
PAL High Pressure Sodium 100W	1,050	\$0.00	\$0
PAL High Pressure Sodium 150W	1,540	\$0.00	\$0
PAL High Pressure Sodium 250W	2,443	\$0.00	\$0
PAL High Pressure Sodium 400W	1,253	\$0.00	\$0
PAL LED Cobra Head 30W	721	\$0.00	\$0
PAL LED Cobra Head 45W	595	\$0.00	\$0
PAL LED Cobra Head 60W	427	\$0.00	\$0
PAL LED Cobra Head 95W	364	\$0.00	\$0
PAL LED Cobra Head 139W	357	\$0.00	\$0
PAL LED Cobra Head 219W	42	\$0.00	\$0
PAL LED Colonial 20W	77	\$0.00	\$0
PAL LED Colonial 45W	7	\$0.00	\$0
PAL LED Contemporary 40W	0	\$0.00	\$0
PAL LED Contemporary 55W	0	\$0.00	\$0
PAL Flood Lighting 100W	784	\$0.00	\$0
PAL Flood Lighting 250W	1,400	\$0.00	\$0
PAL Flood Lighting 400W	2,961	\$0.00	\$0
<b>Subtotal</b>	<b>18,445</b>		<b>\$0</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate PAL - Private Area Lighting**

PROPOSED RATES	Units	Rate	Revenue	
<u>Generation, Jan-May</u>				
PAL High Pressure Sodium 70W	2,775	\$1.44	\$3,996	
PAL High Pressure Sodium 100W	610	\$2.48	\$1,513	
PAL High Pressure Sodium 150W	820	\$3.52	\$2,886	
PAL High Pressure Sodium 250W	1,215	\$5.45	\$6,622	
PAL High Pressure Sodium 400W	600	\$8.42	\$5,052	
PAL LED Cobra Head 30W	500	\$0.69	\$345	
PAL LED Cobra Head 45W	395	\$0.99	\$391	
PAL LED Cobra Head 60W	290	\$2.28	\$661	
PAL LED Cobra Head 95W	190	\$4.95	\$941	
PAL LED Cobra Head 139W	220	\$7.67	\$1,687	
PAL LED Cobra Head 219W	30	\$1.44	\$43	
PAL LED Colonial 20W	0	\$2.28	\$0	
PAL LED Colonial 45W	0	\$3.32	\$0	
PAL LED Contemporary 40W	0	\$4.95	\$0	
PAL LED Contemporary 55W	0	\$7.67	\$0	
PAL Flood Lighting 100W	415	\$0.54	\$224	
PAL Flood Lighting 250W	670	\$0.79	\$529	
PAL Flood Lighting 400W	1,525	\$1.04	\$1,586	
<b>Subtotal</b>	<b>10,255</b>		<b>\$26,477</b>	
<u>Generation, Jun-Nov</u>				
PAL High Pressure Sodium 70W	3,792	\$1.40	\$5,309	
PAL High Pressure Sodium 100W	900	\$2.42	\$2,178	
PAL High Pressure Sodium 150W	1,320	\$3.43	\$4,528	
PAL High Pressure Sodium 250W	2,094	\$5.32	\$11,140	
PAL High Pressure Sodium 400W	1,074	\$8.21	\$8,818	
PAL LED Cobra Head 30W	618	\$0.68	\$420	
PAL LED Cobra Head 45W	510	\$0.97	\$495	
PAL LED Cobra Head 60W	366	\$2.22	\$813	
PAL LED Cobra Head 95W	312	\$4.83	\$1,507	
PAL LED Cobra Head 139W	306	\$7.49	\$2,292	
PAL LED Cobra Head 219W	36	\$1.40	\$50	
PAL LED Colonial 20W	66	\$2.22	\$147	
PAL LED Colonial 45W	6	\$3.24	\$19	
PAL LED Contemporary 40W	0	\$4.83	\$0	
PAL LED Contemporary 55W	0	\$7.49	\$0	
PAL Flood Lighting 100W	672	\$0.53	\$356	
PAL Flood Lighting 250W	1,200	\$0.77	\$924	
PAL Flood Lighting 400W	2,538	\$1.01	\$2,563	
<b>Subtotal</b>	<b>15,810</b>		<b>\$41,558</b>	
<u>Generation, Dec</u>				
PAL High Pressure Sodium 70W	632	\$1.38	\$872	
PAL High Pressure Sodium 100W	150	\$2.38	\$357	
PAL High Pressure Sodium 150W	220	\$3.38	\$744	
PAL High Pressure Sodium 250W	349	\$5.23	\$1,825	
PAL High Pressure Sodium 400W	179	\$8.08	\$1,446	
PAL LED Cobra Head 30W	103	\$0.67	\$69	
PAL LED Cobra Head 45W	85	\$0.95	\$81	
PAL LED Cobra Head 60W	61	\$2.19	\$134	
PAL LED Cobra Head 95W	52	\$4.75	\$247	
PAL LED Cobra Head 139W	51	\$7.37	\$376	
PAL LED Cobra Head 219W	6	\$1.38	\$8	
PAL LED Colonial 20W	11	\$2.19	\$24	
PAL LED Colonial 45W	1	\$3.19	\$3	
PAL LED Contemporary 40W	0	\$4.75	\$0	
PAL LED Contemporary 55W	0	\$7.37	\$0	
PAL Flood Lighting 100W	112	\$0.52	\$58	
PAL Flood Lighting 250W	200	\$0.76	\$152	
PAL Flood Lighting 400W	423	\$1.00	\$423	
<b>Subtotal</b>	<b>2,635</b>		<b>\$6,819</b>	
Subtotal Revenue			\$660,973	
Rider 10 - State Tax Adjustment		0.0000%	\$0	
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0	
<b>Total Calculated Revenue</b>			<b>\$660,973</b>	
<hr/>				
<u>Revenue Summary</u>	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$545,246	\$604	\$74,431	\$620,282
Proposed Rates	\$585,515	\$604	\$74,854	\$660,973
Revenue Change	\$40,269	\$0	\$423	\$40,692

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SM - Street Lighting Municipal**

CURRENT RATES	Units	Rate	Revenue
<b>Rate SM</b>			
<u>Distribution</u>			
SM Sodium Vapor 70W	60,066	\$14.31	\$859,544
SM Sodium Vapor 100W	41,298	\$14.42	\$595,517
SM Sodium Vapor 150W	54,336	\$14.63	\$794,936
SM Sodium Vapor 250W	13,356	\$15.01	\$200,474
SM Sodium Vapor 400W	2,040	\$15.61	\$31,844
SM Sodium Vapor 1,000W	60	\$17.94	\$1,076
SM Mercury Vapor 100W	2,808	\$13.85	\$38,891
SM Mercury Vapor 175W	6,996	\$14.13	\$98,853
SM Mercury Vapor 250W	1,224	\$14.41	\$17,638
SM Mercury Vapor 400W	960	\$14.99	\$14,390
SM Mercury Vapor 1,000W	0	\$17.23	\$0
SM LED Cobra Head 30W	382,662	\$12.60	\$4,821,541
SM LED Cobra Head 45W	94,134	\$12.60	\$1,186,088
SM LED Cobra Head 60W	16,488	\$13.01	\$214,509
SM LED Cobra Head 95W	34,440	\$14.35	\$494,214
SM LED Cobra Head 139W	1,800	\$15.00	\$27,000
SM LED Cobra Head 219W	72	\$15.27	\$1,099
SM LED Colonial 20W	5,208	\$16.48	\$85,828
SM LED Colonial 45W	372	\$16.82	\$6,257
SM LED Contemporary 40W	624	\$15.22	\$9,497
SM LED Contemporary 55W	228	\$15.22	\$3,470
SM Customer Owned & Maintinated	0	\$2.96	\$0
Poles	1,332	\$11.26	\$14,998
Subtotal	719,172		\$9,517,667
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	880	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	1,232	\$0.00	\$0
Subtotal	2,112		\$0
<u>Transmission, Jan-May</u>			
SM Sodium Vapor 70W	11,895	\$0.00	\$0
SM Sodium Vapor 100W	7,665	\$0.00	\$0
SM Sodium Vapor 150W	4,765	\$0.00	\$0
SM Sodium Vapor 250W	2,485	\$0.00	\$0
SM Sodium Vapor 400W	235	\$0.00	\$0
SM Sodium Vapor 1,000W	0	\$0.00	\$0
SM Mercury Vapor 100W	290	\$0.00	\$0
SM Mercury Vapor 175W	990	\$0.00	\$0
SM Mercury Vapor 250W	215	\$0.00	\$0
SM Mercury Vapor 400W	240	\$0.00	\$0
SM Mercury Vapor 1,000W	0	\$0.00	\$0
SM LED Cobra Head 30W	71,799	\$0.00	\$0
SM LED Cobra Head 45W	2,305	\$0.00	\$0
SM LED Cobra Head 60W	4,435	\$0.00	\$0
SM LED Cobra Head 95W	200	\$0.00	\$0
SM LED Cobra Head 139W	5	\$0.00	\$0
SM LED Cobra Head 219W	735	\$0.00	\$0
SM LED Colonial 20W	45	\$0.00	\$0
SM LED Colonial 45W	0	\$0.00	\$0
SM LED Contemporary 40W	10	\$0.00	\$0
SM LED Contemporary 55W	0	\$0.00	\$0
Subtotal	108,313		\$0
<u>Transmission, Jun-Dec</u>			
SM Sodium Vapor 70W	2,876	\$0.00	\$0
SM Sodium Vapor 100W	8,072	\$0.00	\$0
SM Sodium Vapor 150W	6,671	\$0.00	\$0
SM Sodium Vapor 250W	3,479	\$0.00	\$0
SM Sodium Vapor 400W	329	\$0.00	\$0
SM Sodium Vapor 1,000W	0	\$0.00	\$0
SM Mercury Vapor 100W	406	\$0.00	\$0
SM Mercury Vapor 175W	1,386	\$0.00	\$0
SM Mercury Vapor 250W	301	\$0.00	\$0
SM Mercury Vapor 400W	336	\$0.00	\$0
SM Mercury Vapor 1,000W	0	\$0.00	\$0
SM LED Cobra Head 30W	130,072	\$0.00	\$0
SM LED Cobra Head 45W	3,670	\$0.00	\$0
SM LED Cobra Head 60W	6,209	\$0.00	\$0
SM LED Cobra Head 95W	280	\$0.00	\$0
SM LED Cobra Head 139W	7	\$0.00	\$0
SM LED Cobra Head 219W	1,029	\$0.00	\$0
SM LED Colonial 20W	63	\$0.00	\$0
SM LED Colonial 45W	0	\$0.00	\$0
SM LED Contemporary 40W	14	\$0.00	\$0
SM LED Contemporary 55W	0	\$0.00	\$0
Subtotal	165,200		\$0

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SM - Street Lighting Municipal**

CURRENT RATES	Units	Rate	Revenue
<u>Generation, Jan-May</u>			
SM Sodium Vapor 70W	11,895	\$1.44	\$17,129
SM Sodium Vapor 100W	7,665	\$2.48	\$19,009
SM Sodium Vapor 150W	4,765	\$3.52	\$16,773
SM Sodium Vapor 250W	2,485	\$5.45	\$13,543
SM Sodium Vapor 400W	235	\$8.42	\$1,979
SM Sodium Vapor 1,000W	0	\$19.16	\$0
SM Mercury Vapor 100W	290	\$2.18	\$632
SM Mercury Vapor 175W	990	\$3.66	\$3,623
SM Mercury Vapor 250W	215	\$5.05	\$1,086
SM Mercury Vapor 400W	240	\$7.97	\$1,913
SM Mercury Vapor 1,000W	0	\$19.11	\$0
SM LED Cobra Head 30W	71,799	\$0.54	\$38,771
SM LED Cobra Head 45W	2,305	\$0.79	\$1,821
SM LED Cobra Head 60W	4,435	\$1.04	\$4,612
SM LED Cobra Head 95W	200	\$1.68	\$336
SM LED Cobra Head 139W	5	\$2.43	\$12
SM LED Cobra Head 219W	735	\$3.81	\$2,800
SM LED Colonial 20W	45	\$0.35	\$16
SM LED Colonial 45W	0	\$0.79	\$0
SM LED Contemporary 40W	10	\$0.69	\$7
SM LED Contemporary 55W	0	\$0.99	\$0
Subtotal	108,313		\$124,062
<u>Generation, Jun-Nov</u>			
SM Sodium Vapor 70W	2,876	\$1.40	\$4,027
SM Sodium Vapor 100W	7,997	\$2.42	\$19,353
SM Sodium Vapor 150W	5,718	\$3.43	\$19,613
SM Sodium Vapor 250W	2,982	\$5.32	\$15,864
SM Sodium Vapor 400W	282	\$8.21	\$2,315
SM Sodium Vapor 1,000W	0	\$18.70	\$0
SM Mercury Vapor 100W	348	\$2.13	\$741
SM Mercury Vapor 175W	1,188	\$3.58	\$4,253
SM Mercury Vapor 250W	258	\$4.93	\$1,272
SM Mercury Vapor 400W	288	\$7.78	\$2,241
SM Mercury Vapor 1,000W	0	\$18.65	\$0
SM LED Cobra Head 30W	110,609	\$0.53	\$58,623
SM LED Cobra Head 45W	2,966	\$0.77	\$2,284
SM LED Cobra Head 60W	5,322	\$1.01	\$5,375
SM LED Cobra Head 95W	240	\$1.64	\$394
SM LED Cobra Head 139W	6	\$2.37	\$14
SM LED Cobra Head 219W	882	\$3.72	\$3,281
SM LED Colonial 20W	54	\$0.34	\$18
SM LED Colonial 45W	0	\$0.77	\$0
SM LED Contemporary 40W	12	\$0.68	\$8
SM LED Contemporary 55W	0	\$0.97	\$0
Subtotal	142,028		\$139,675
<u>Generation, Dec</u>			
SM Sodium Vapor 70W	0	\$1.38	\$0
SM Sodium Vapor 100W	75	\$2.38	\$179
SM Sodium Vapor 150W	953	\$3.38	\$3,221
SM Sodium Vapor 250W	497	\$5.23	\$2,599
SM Sodium Vapor 400W	47	\$8.08	\$380
SM Sodium Vapor 1,000W	0	\$18.40	\$0
SM Mercury Vapor 100W	58	\$2.09	\$121
SM Mercury Vapor 175W	198	\$3.52	\$697
SM Mercury Vapor 250W	43	\$4.85	\$209
SM Mercury Vapor 400W	48	\$7.65	\$367
SM Mercury Vapor 1,000W	0	\$18.35	\$0
SM LED Cobra Head 30W	19,463	\$0.52	\$10,121
SM LED Cobra Head 45W	704	\$0.76	\$535
SM LED Cobra Head 60W	887	\$1.00	\$887
SM LED Cobra Head 95W	40	\$1.62	\$65
SM LED Cobra Head 139W	1	\$2.33	\$2
SM LED Cobra Head 219W	147	\$3.66	\$538
SM LED Colonial 20W	9	\$0.33	\$3
SM LED Colonial 45W	0	\$0.76	\$0
SM LED Contemporary 40W	2	\$0.67	\$1
SM LED Contemporary 55W	0	\$0.95	\$0
Subtotal	23,172		\$19,925
Subtotal Revenue			\$9,801,329
Rider 10 - State Tax Adjustment		-0.2758%	(\$27,564)
Rider 22 - Distribution System Improvement Charge		5.00%	\$475,883
<b>Total Calculated Revenue</b>			<b>\$10,249,649</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SM - Street Lighting Municipal**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate SM</b>			
<u>Distribution</u>			
SM Sodium Vapor 70W	60,066	\$16.09	\$966,462
SM Sodium Vapor 100W	41,298	\$16.21	\$669,441
SM Sodium Vapor 150W	54,336	\$16.45	\$893,827
SM Sodium Vapor 250W	13,356	\$16.88	\$225,449
SM Sodium Vapor 400W	2,040	\$17.55	\$35,802
SM Sodium Vapor 1,000W	60	\$20.17	\$1,210
SM Mercury Vapor 100W	2,808	\$15.57	\$43,721
SM Mercury Vapor 175W	6,996	\$15.89	\$111,166
SM Mercury Vapor 250W	1,224	\$16.20	\$19,829
SM Mercury Vapor 400W	960	\$16.86	\$16,186
SM Mercury Vapor 1,000W	0	\$19.37	\$0
SM LED Cobra Head 30W	382,662	\$14.17	\$5,422,321
SM LED Cobra Head 45W	94,134	\$14.17	\$1,333,879
SM LED Cobra Head 60W	16,488	\$14.63	\$241,219
SM LED Cobra Head 95W	34,440	\$16.14	\$555,862
SM LED Cobra Head 139W	1,800	\$16.87	\$30,366
SM LED Cobra Head 219W	72	\$17.17	\$1,236
SM LED Colonial 20W	5,208	\$18.53	\$96,504
SM LED Colonial 45W	372	\$18.91	\$7,035
SM LED Contemporary 40W	624	\$17.11	\$10,677
SM LED Contemporary 55W	228	\$17.11	\$3,901
SM Customer Owned & Maintinated	0	\$3.33	\$0
Poles	1,332	\$12.66	\$16,863
Subtotal	719,172		\$10,702,955
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	880	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	1,232	\$0.00	\$0
Subtotal	2,112		\$0
<u>Transmission, Jan-May</u>			
SM Sodium Vapor 70W	11,895	\$0.00	\$0
SM Sodium Vapor 100W	7,665	\$0.00	\$0
SM Sodium Vapor 150W	4,765	\$0.00	\$0
SM Sodium Vapor 250W	2,485	\$0.00	\$0
SM Sodium Vapor 400W	235	\$0.00	\$0
SM Sodium Vapor 1,000W	0	\$0.00	\$0
SM Mercury Vapor 100W	290	\$0.00	\$0
SM Mercury Vapor 175W	990	\$0.00	\$0
SM Mercury Vapor 250W	215	\$0.00	\$0
SM Mercury Vapor 400W	240	\$0.00	\$0
SM Mercury Vapor 1,000W	0	\$0.00	\$0
SM LED Cobra Head 30W	71,799	\$0.00	\$0
SM LED Cobra Head 45W	2,305	\$0.00	\$0
SM LED Cobra Head 60W	4,435	\$0.00	\$0
SM LED Cobra Head 95W	200	\$0.00	\$0
SM LED Cobra Head 139W	5	\$0.00	\$0
SM LED Cobra Head 219W	735	\$0.00	\$0
SM LED Colonial 20W	45	\$0.00	\$0
SM LED Colonial 45W	0	\$0.00	\$0
SM LED Contemporary 40W	10	\$0.00	\$0
SM LED Contemporary 55W	0	\$0.00	\$0
Subtotal	108,313		\$0
<u>Transmission, Jun-Dec</u>			
SM Sodium Vapor 70W	2,876	\$0.00	\$0
SM Sodium Vapor 100W	8,072	\$0.00	\$0
SM Sodium Vapor 150W	6,671	\$0.00	\$0
SM Sodium Vapor 250W	3,479	\$0.00	\$0
SM Sodium Vapor 400W	329	\$0.00	\$0
SM Sodium Vapor 1,000W	0	\$0.00	\$0
SM Mercury Vapor 100W	406	\$0.00	\$0
SM Mercury Vapor 175W	1,386	\$0.00	\$0
SM Mercury Vapor 250W	301	\$0.00	\$0
SM Mercury Vapor 400W	336	\$0.00	\$0
SM Mercury Vapor 1,000W	0	\$0.00	\$0
SM LED Cobra Head 30W	130,072	\$0.00	\$0
SM LED Cobra Head 45W	3,670	\$0.00	\$0
SM LED Cobra Head 60W	6,209	\$0.00	\$0
SM LED Cobra Head 95W	280	\$0.00	\$0
SM LED Cobra Head 139W	7	\$0.00	\$0
SM LED Cobra Head 219W	1,029	\$0.00	\$0
SM LED Colonial 20W	63	\$0.00	\$0
SM LED Colonial 45W	0	\$0.00	\$0
SM LED Contemporary 40W	14	\$0.00	\$0
SM LED Contemporary 55W	0	\$0.00	\$0
Subtotal	165,200		\$0

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SM - Street Lighting Municipal**

PROPOSED RATES	Units	Rate	Revenue	
<b>Generation, Jan-May</b>				
SM Sodium Vapor 70W	11,895	\$1.44	\$17,129	
SM Sodium Vapor 100W	7,665	\$2.48	\$19,009	
SM Sodium Vapor 150W	4,765	\$3.52	\$16,773	
SM Sodium Vapor 250W	2,485	\$5.45	\$13,543	
SM Sodium Vapor 400W	235	\$8.42	\$1,979	
SM Sodium Vapor 1,000W	0	\$19.16	\$0	
SM Mercury Vapor 100W	290	\$2.18	\$632	
SM Mercury Vapor 175W	990	\$3.66	\$3,623	
SM Mercury Vapor 250W	215	\$5.05	\$1,086	
SM Mercury Vapor 400W	240	\$7.97	\$1,913	
SM Mercury Vapor 1,000W	0	\$19.11	\$0	
SM LED Cobra Head 30W	71,799	\$0.54	\$38,771	
SM LED Cobra Head 45W	2,305	\$0.79	\$1,821	
SM LED Cobra Head 60W	4,435	\$1.04	\$4,612	
SM LED Cobra Head 95W	200	\$1.68	\$336	
SM LED Cobra Head 139W	5	\$2.43	\$12	
SM LED Cobra Head 219W	735	\$3.81	\$2,800	
SM LED Colonial 20W	45	\$0.35	\$16	
SM LED Colonial 45W	0	\$0.79	\$0	
SM LED Contemporary 40W	10	\$0.69	\$7	
SM LED Contemporary 55W	0	\$0.99	\$0	
<b>Subtotal</b>	<b>108,313</b>		<b>\$124,062</b>	
<b>Generation, Jun-Nov</b>				
SM Sodium Vapor 70W	2,876	\$1.40	\$4,027	
SM Sodium Vapor 100W	7,997	\$2.42	\$19,353	
SM Sodium Vapor 150W	5,718	\$3.43	\$19,613	
SM Sodium Vapor 250W	2,982	\$5.32	\$15,864	
SM Sodium Vapor 400W	282	\$8.21	\$2,315	
SM Sodium Vapor 1,000W	0	\$18.70	\$0	
SM Mercury Vapor 100W	348	\$2.13	\$741	
SM Mercury Vapor 175W	1,188	\$3.58	\$4,253	
SM Mercury Vapor 250W	258	\$4.93	\$1,272	
SM Mercury Vapor 400W	288	\$7.78	\$2,241	
SM Mercury Vapor 1,000W	0	\$18.65	\$0	
SM LED Cobra Head 30W	110,609	\$0.53	\$58,623	
SM LED Cobra Head 45W	2,966	\$0.77	\$2,284	
SM LED Cobra Head 60W	5,322	\$1.01	\$5,375	
SM LED Cobra Head 95W	240	\$1.64	\$394	
SM LED Cobra Head 139W	6	\$2.37	\$14	
SM LED Cobra Head 219W	882	\$3.72	\$3,281	
SM LED Colonial 20W	54	\$0.34	\$18	
SM LED Colonial 45W	0	\$0.77	\$0	
SM LED Contemporary 40W	12	\$0.68	\$8	
SM LED Contemporary 55W	0	\$0.97	\$0	
<b>Subtotal</b>	<b>142,028</b>		<b>\$139,675</b>	
<b>Generation, Dec</b>				
SM Sodium Vapor 70W	0	\$1.38	\$0	
SM Sodium Vapor 100W	75	\$2.38	\$179	
SM Sodium Vapor 150W	953	\$3.38	\$3,221	
SM Sodium Vapor 250W	497	\$5.23	\$2,599	
SM Sodium Vapor 400W	47	\$8.08	\$380	
SM Sodium Vapor 1,000W	0	\$18.40	\$0	
SM Mercury Vapor 100W	58	\$2.09	\$121	
SM Mercury Vapor 175W	198	\$3.52	\$697	
SM Mercury Vapor 250W	43	\$4.85	\$209	
SM Mercury Vapor 400W	48	\$7.65	\$367	
SM Mercury Vapor 1,000W	0	\$18.35	\$0	
SM LED Cobra Head 30W	19,463	\$0.52	\$10,121	
SM LED Cobra Head 45W	704	\$0.76	\$535	
SM LED Cobra Head 60W	887	\$1.00	\$887	
SM LED Cobra Head 95W	40	\$1.62	\$65	
SM LED Cobra Head 139W	1	\$2.33	\$2	
SM LED Cobra Head 219W	147	\$3.66	\$538	
SM LED Colonial 20W	9	\$0.33	\$3	
SM LED Colonial 45W	0	\$0.76	\$0	
SM LED Contemporary 40W	2	\$0.67	\$1	
SM LED Contemporary 55W	0	\$0.95	\$0	
<b>Subtotal</b>	<b>23,172</b>		<b>\$19,925</b>	
Subtotal Revenue			\$10,986,617	
Rider 10 - State Tax Adjustment		0.0000%	\$0	
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0	
<b>Total Calculated Revenue</b>			<b>\$10,986,617</b>	
<b>Revenue Summary</b>				
	<u>Distribution</u>	<u>Transmission</u>	<u>Generation</u>	<u>Total</u>
Current Rates	\$9,965,987	\$0	\$283,663	\$10,249,649
Proposed Rates	\$10,702,955	\$0	\$283,663	\$10,986,617
Revenue Change	\$736,968	\$0	\$0	\$736,968

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SH - Street Lighting Highway**

CURRENT RATES	Units	Rate	Revenue
<b>Rate SH</b>			
<u>Distribution</u>			
SH Sodium Vapor 100W	168	\$13.69	\$2,300
SH Sodium Vapor 150W	468	\$13.87	\$6,491
SH Sodium Vapor 200W	6,636	\$14.07	\$93,369
SH Sodium Vapor 400W	1,128	\$15.61	\$17,608
SH LED Cobra Head 30W	0	\$12.60	\$0
SH LED Cobra Head 45W	0	\$12.60	\$0
SH LED Cobra Head 60W	0	\$13.01	\$0
SH LED Cobra Head 95W	48	\$14.35	\$689
SH LED Cobra Head 139W	0	\$15.00	\$0
SH LED Cobra Head 219W	0	\$15.27	\$0
SH Customer Owned & Maintinated	0	\$2.96	\$0
<u>Subtotal</u>	<u>8,448</u>		<u>\$120,456</u>
<u>Surcharges</u>			
Retail Market Enhancement, Jan-May, Bills	65	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	91	\$0.00	\$0
<u>Subtotal</u>	<u>156</u>		<u>\$0</u>
<u>Transmission, Jan-May</u>			
SH Sodium Vapor 100W	0	\$0.00	\$0
SH Sodium Vapor 150W	0	\$0.00	\$0
SH Sodium Vapor 200W	580	\$0.00	\$0
SH Sodium Vapor 400W	280	\$0.00	\$0
SH LED Cobra Head 30W	0	\$0.00	\$0
SH LED Cobra Head 45W	0	\$0.00	\$0
SH LED Cobra Head 60W	0	\$0.00	\$0
SH LED Cobra Head 95W	0	\$0.00	\$0
SH LED Cobra Head 139W	0	\$0.00	\$0
SH LED Cobra Head 219W	0	\$0.00	\$0
<u>Subtotal</u>	<u>860</u>		<u>\$0</u>
<u>Transmission, Jun-Dec</u>			
SH Sodium Vapor 100W	0	\$0.00	\$0
SH Sodium Vapor 150W	0	\$0.00	\$0
SH Sodium Vapor 200W	812	\$0.00	\$0
SH Sodium Vapor 400W	392	\$0.00	\$0
SH LED Cobra Head 30W	0	\$0.00	\$0
SH LED Cobra Head 45W	0	\$0.00	\$0
SH LED Cobra Head 60W	0	\$0.00	\$0
SH LED Cobra Head 95W	0	\$0.00	\$0
SH LED Cobra Head 139W	0	\$0.00	\$0
SH LED Cobra Head 219W	0	\$0.00	\$0
<u>Subtotal</u>	<u>1,204</u>		<u>\$0</u>
<u>Generation, Jan-May</u>			
SH Sodium Vapor 100W	0	\$2.48	\$0
SH Sodium Vapor 150W	0	\$3.52	\$0
SH Sodium Vapor 200W	580	\$4.70	\$2,726
SH Sodium Vapor 400W	280	\$8.42	\$2,358
SH LED Cobra Head 30W	0	\$0.54	\$0
SH LED Cobra Head 45W	0	\$0.79	\$0
SH LED Cobra Head 60W	0	\$1.04	\$0
SH LED Cobra Head 95W	0	\$1.68	\$0
SH LED Cobra Head 139W	0	\$2.43	\$0
SH LED Cobra Head 219W	0	\$3.81	\$0
<u>Subtotal</u>	<u>860</u>		<u>\$5,084</u>
<u>Generation, Jun-Nov</u>			
SH Sodium Vapor 100W	0	\$2.42	\$0
SH Sodium Vapor 150W	0	\$3.43	\$0
SH Sodium Vapor 200W	696	\$4.59	\$3,195
SH Sodium Vapor 400W	336	\$8.21	\$2,759
SH LED Cobra Head 30W	0	\$0.53	\$0
SH LED Cobra Head 45W	0	\$0.77	\$0
SH LED Cobra Head 60W	0	\$1.01	\$0
SH LED Cobra Head 95W	0	\$1.64	\$0
SH LED Cobra Head 139W	0	\$2.37	\$0
SH LED Cobra Head 219W	0	\$2.38	\$0
<u>Subtotal</u>	<u>1,032</u>		<u>\$5,953</u>
<u>Generation, Dec</u>			
SH Sodium Vapor 100W	0	\$3.38	\$0
SH Sodium Vapor 150W	0	\$4.52	\$0
SH Sodium Vapor 200W	116	\$8.08	\$937
SH Sodium Vapor 400W	56	\$8.08	\$452
SH LED Cobra Head 30W	0	\$0.52	\$0
SH LED Cobra Head 45W	0	\$0.76	\$0
SH LED Cobra Head 60W	0	\$1.62	\$0
SH LED Cobra Head 95W	0	\$2.33	\$0
SH LED Cobra Head 139W	0	\$3.66	\$0
SH LED Cobra Head 219W	0	\$1.38	\$0
<u>Subtotal</u>	<u>172</u>		<u>\$1,390</u>
Subtotal Revenue			\$132,883
Rider 10 - State Tax Adjustment		-0.2758%	(\$349)
Rider 22 - Distribution System Improvement Charge		5.00%	\$6,023
<b>Total Calculated Revenue</b>			<b>\$138,557</b>

**APPENDIX B**  
**Duquesne Light Company**  
**Proof of Revenue Calculation at Current and Proposed Settlement Rates**  
**12 Months Ending December 31, 2025**  
**Rate SH - Street Lighting Highway**

PROPOSED RATES	Units	Rate	Revenue
<b>Rate SH</b>			
<b>Distribution</b>			
SH Sodium Vapor 100W	168	\$15.39	\$2,586
SH Sodium Vapor 150W	468	\$15.60	\$7,301
SH Sodium Vapor 200W	6,636	\$15.82	\$104,982
SH Sodium Vapor 400W	1,128	\$17.55	\$19,796
SH LED Cobra Head 30W	0	\$14.17	\$0
SH LED Cobra Head 45W	0	\$14.17	\$0
SH LED Cobra Head 60W	0	\$14.63	\$0
SH LED Cobra Head 95W	48	\$16.14	\$775
SH LED Cobra Head 139W	0	\$16.87	\$0
SH LED Cobra Head 219W	0	\$17.17	\$0
SH Customer Owned & Maintinated	0	\$3.33	\$0
<b>Subtotal</b>	<b>8,448</b>		<b>\$135,439</b>
<b>Surcharges</b>			
Retail Market Enhancement, Jan-May, Bills	65	\$0.00	\$0
Retail Market Enhancement, Jun-Dec, Bills	91	\$0.00	\$0
<b>Subtotal</b>	<b>156</b>		<b>\$0</b>
<b>Transmission, Jan-May</b>			
SH Sodium Vapor 100W	0	\$0.00	\$0
SH Sodium Vapor 150W	0	\$0.00	\$0
SH Sodium Vapor 200W	580	\$0.00	\$0
SH Sodium Vapor 400W	280	\$0.00	\$0
SH LED Cobra Head 30W	0	\$0.00	\$0
SH LED Cobra Head 45W	0	\$0.00	\$0
SH LED Cobra Head 60W	0	\$0.00	\$0
SH LED Cobra Head 95W	0	\$0.00	\$0
SH LED Cobra Head 139W	0	\$0.00	\$0
SH LED Cobra Head 219W	0	\$0.00	\$0
<b>Subtotal</b>	<b>860</b>		<b>\$0</b>
<b>Transmission, Jun-Dec</b>			
SH Sodium Vapor 100W	0	\$0.00	\$0
SH Sodium Vapor 150W	0	\$0.00	\$0
SH Sodium Vapor 200W	812	\$0.00	\$0
SH Sodium Vapor 400W	392	\$0.00	\$0
SH LED Cobra Head 30W	0	\$0.00	\$0
SH LED Cobra Head 45W	0	\$0.00	\$0
SH LED Cobra Head 60W	0	\$0.00	\$0
SH LED Cobra Head 95W	0	\$0.00	\$0
SH LED Cobra Head 139W	0	\$0.00	\$0
SH LED Cobra Head 219W	0	\$0.00	\$0
<b>Subtotal</b>	<b>1,204</b>		<b>\$0</b>
<b>Generation, Jan-May</b>			
SH Sodium Vapor 100W	0	\$2.48	\$0
SH Sodium Vapor 150W	0	\$3.52	\$0
SH Sodium Vapor 200W	580	\$4.70	\$2,726
SH Sodium Vapor 400W	280	\$8.42	\$2,358
SH LED Cobra Head 30W	0	\$0.54	\$0
SH LED Cobra Head 45W	0	\$0.79	\$0
SH LED Cobra Head 60W	0	\$1.04	\$0
SH LED Cobra Head 95W	0	\$1.68	\$0
SH LED Cobra Head 139W	0	\$2.43	\$0
SH LED Cobra Head 219W	0	\$3.81	\$0
<b>Subtotal</b>	<b>860</b>		<b>\$5,084</b>
<b>Generation, Jun-Nov</b>			
SH Sodium Vapor 100W	0	\$2.42	\$0
SH Sodium Vapor 150W	0	\$3.43	\$0
SH Sodium Vapor 200W	696	\$4.59	\$3,195
SH Sodium Vapor 400W	336	\$8.21	\$2,759
SH LED Cobra Head 30W	0	\$0.53	\$0
SH LED Cobra Head 45W	0	\$0.77	\$0
SH LED Cobra Head 60W	0	\$1.01	\$0
SH LED Cobra Head 95W	0	\$1.64	\$0
SH LED Cobra Head 139W	0	\$2.37	\$0
SH LED Cobra Head 219W	0	\$2.38	\$0
<b>Subtotal</b>	<b>1,032</b>		<b>\$5,953</b>
<b>Generation, Dec</b>			
SH Sodium Vapor 100W	0	\$3.38	\$0
SH Sodium Vapor 150W	0	\$4.52	\$0
SH Sodium Vapor 200W	116	\$8.08	\$937
SH Sodium Vapor 400W	56	\$8.08	\$452
SH LED Cobra Head 30W	0	\$0.52	\$0
SH LED Cobra Head 45W	0	\$0.76	\$0
SH LED Cobra Head 60W	0	\$1.62	\$0
SH LED Cobra Head 95W	0	\$2.33	\$0
SH LED Cobra Head 139W	0	\$3.66	\$0
SH LED Cobra Head 219W	0	\$1.38	\$0
<b>Subtotal</b>	<b>172</b>		<b>\$1,390</b>
<b>Subtotal Revenue</b>			<b>\$147,865</b>
Rider 10 - State Tax Adjustment		0.0000%	\$0
Rider 22 - Distribution System Improvement Charge		0.0000%	\$0
<b>Total Calculated Revenue</b>			<b>\$147,865</b>

Revenue Summary	Distribution	Transmission	Generation	Total
Current Rates	\$126,130	\$0	\$12,427	\$138,557
Proposed Rates	\$135,439	\$0	\$12,427	\$147,865
Revenue Change	\$9,308	\$0	\$0	\$9,308

# **APPENDIX C**

**APPENDIX C**  
 Duquesne Light Company  
 Present, Proposed, and Settled Rates with Bill Impact  
 Docket No. R-2024-3046523

<b>Rate R5 - Residential Service Using 600 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$12.50	\$15.00	\$13.00		
Distribution Charges	\$42.60	\$50.80	\$49.49		
Roll In Surcharges	\$2.18	\$0.00	\$0.00		
Base Distribution	\$57.28	\$65.80	\$62.49	14.88%	9.10%
Remaining Surcharges [1]	\$10.66	\$10.66	\$10.66		
Total Distribution	\$67.94	\$76.46	\$73.15		
Transmission [1]	\$13.51	\$13.51	\$13.51		
Generation [1]	\$49.22	\$49.22	\$49.22		
<b>Total</b>	<b>\$130.67</b>	<b>\$139.19</b>	<b>\$135.88</b>	<b>6.52%</b>	<b>3.99%</b>

<b>Rate RH - Residential Service Heating Using 1,000 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$12.50	\$15.00	\$13.00		
Distribution Charges	\$60.21	\$75.44	\$75.09		
Roll In Surcharges	\$3.00	\$0.00	\$0.00		
Base Distribution	\$75.71	\$90.44	\$88.09	19.47%	16.36%
Remaining Surcharges [1]	\$17.77	\$17.77	\$17.77		
Total Distribution	\$93.48	\$108.21	\$105.86		
Transmission [1]	\$12.08	\$12.08	\$12.08		
Generation [1]	\$82.04	\$82.04	\$82.04		
<b>Total</b>	<b>\$187.59</b>	<b>\$202.33</b>	<b>\$199.98</b>	<b>7.86%</b>	<b>6.60%</b>

<b>Rate GM&gt;25 - General Service Medium (25kW Demand) using 10,000 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$72.00	\$90.00	\$81.00		
Distribution Charges	\$270.36	\$341.43	\$307.33		
Roll In Surcharges	\$13.04	\$0.00	\$0.00		
Base Distribution	\$355.40	\$431.43	\$388.33	21.39%	9.27%
Remaining Surcharges [1]	\$51.00	\$51.00	\$51.00		
Total Distribution	\$406.40	\$482.43	\$439.33		
Transmission [1]	\$163.43	\$163.43	\$163.43		
Generation [1]	\$637.60	\$637.60	\$637.60		
<b>Total</b>	<b>\$1,207.43</b>	<b>\$1,283.46</b>	<b>\$1,240.36</b>	<b>6.30%</b>	<b>2.73%</b>

<b>Rate GL Ind - General Service Large (500 kW Demand) using 200,000 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$0.00	\$0.00	\$0.00		
Distribution Charges	\$5,460.00	\$6,881.00	\$6,303.00		
Roll In Surcharges	\$232.09	\$0.00	\$0.00		
Base Distribution	\$5,692.09	\$6,881.00	\$6,303.00	20.89%	10.73%
Remaining Surcharges [1]	\$1,540.33	\$1,540.33	\$1,540.33		
Total Distribution	\$7,232.42	\$8,421.33	\$7,843.33		
Transmission [1]	\$3,182.45	\$3,182.45	\$3,182.45		
Generation [1]	\$9,006.78	\$9,006.78	\$9,006.78		
<b>Total</b>	<b>\$19,421.64</b>	<b>\$20,610.56</b>	<b>\$20,032.56</b>	<b>6.12%</b>	<b>3.15%</b>

<b>Rate GS - General Service Small Using 350 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$15.00	\$18.00	\$18.00		
Distribution Charges	\$27.80	\$32.95	\$29.61		
Roll In Surcharges	\$1.48	\$0.00	\$0.00		
Base Distribution	\$44.27	\$50.95	\$47.61	15.07%	7.54%
Remaining Surcharges [1]	\$1.79	\$1.79	\$1.79		
Total Distribution	\$46.06	\$52.73	\$49.40		
Transmission [1]	\$4.96	\$4.96	\$4.96		
Generation [1]	\$30.20	\$30.20	\$30.20		
<b>Total</b>	<b>\$81.22</b>	<b>\$87.89</b>	<b>\$84.55</b>	<b>8.22%</b>	<b>4.11%</b>

<b>Rate GM&lt;25 - General Service Medium (10kW Demand) using 2,500 kWh</b>				<b>Present vs. Proposed</b>	<b>Present vs. Settlement</b>
	<b>Present</b>	<b>Proposed</b>	<b>Settlement</b>		
	[1]	1/1/2025	@ \$53M 1/1/2025		
Customer Charge	\$60.00	\$73.00	\$67.00		
Distribution Charges	\$76.05	\$93.45	\$84.21		
Roll In Surcharges	\$4.93	\$0.00	\$0.00		
Base Distribution	\$140.98	\$166.45	\$151.21	18.07%	7.25%
Remaining Surcharges [1]	\$12.75	\$12.75	\$12.75		
Total Distribution	\$153.73	\$179.20	\$163.96		
Transmission [1]	\$44.11	\$44.11	\$44.11		
Generation [1]	\$215.74	\$215.74	\$215.74		
<b>Total</b>	<b>\$413.58</b>	<b>\$439.05</b>	<b>\$423.80</b>	<b>6.16%</b>	<b>2.47%</b>

[1] - Reflects current rates that were originally in effect when presented in the "Notice of Proposed Rate Changes" (March 2024).

# **APPENDIX D**

Duquesne Light Company  
Present, Proposed, and Settled Rates with Percent Increase  
Docket No. R-2024-3046523

Rate Class	Current	Proposed - Initial	Proposed - Settled	% Increase - Proposed-Initial vs. Current	% Increase - Proposed-Settled vs. Current
<b>RS</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
D - All kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
Rider 14 Meter	\$1.63	\$1.63	\$1.63	0%	0%
Rider 14 Summer kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
Rider 14 Winter kWh	\$0.060206	\$0.075466	\$0.075092	25%	25%
<b>EV TOU</b>					
On Peak kWh		\$0.084462	\$0.099272		
Off Peak kWh		\$0.067827	\$0.079419		
<b>RH</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
D - Winter kWh	\$0.060206	\$0.075466	\$0.075092	25%	25%
D - Summer kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
<b>EV TOU</b>					
On Peak kWh, Winter		\$0.075466	\$0.090381		
Off Peak kWh, Winter		\$0.065694	\$0.072306		
On Peak kWh, Summer		\$0.084662	\$0.099272		
Off Peak kWh, Summer		\$0.067596	\$0.079419		
<b>RA</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
D - Winter kWh	\$0.024580	\$0.035598	\$0.034662	45%	41%
D - Summer kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
<b>EV TOU</b>					
On Peak kWh, Winter		\$0.035598	\$0.041719		
Off Peak kWh, Winter		\$0.030435	\$0.033376		
On Peak kWh, Summer		\$0.084662	\$0.099272		
Off Peak kWh, Summer		\$0.070869	\$0.079419		
<b>GS</b>					
Total Bills	\$15.00	\$18.00	\$18.00	20%	20%
All kWh	\$0.079416	\$0.094171	\$0.084601	19%	7%
<b>GS Rider 12</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
All kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
<b>GM&lt;25</b>					
Total Bills	\$60.00	\$73.00	\$67.00	22%	12%
Demand first 5 kW	\$0.00	\$0.00	\$0.00	0%	0%
Demand additional kW	\$7.26	\$8.94	\$8.06	23%	11%
All kWh	\$0.015900	\$0.019501	\$0.017562	23%	10%
<b>GM&lt;25 Rider 12</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
All kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
<b>GM&lt;25 Rider 13</b>					
Total Bills	\$13.21	\$13.21	\$13.21	0%	0%
<b>GM&gt;25</b>					
Total Bills	\$72.00	\$90.00	\$81.00	25%	13%
Demand first 5 kW	\$0.00	\$0.00	\$0.00	0%	0%
Demand additional kW	\$7.26	\$8.94	\$8.06	23%	11%
All kWh	\$0.012516	\$0.016263	\$0.014613	30%	17%
<b>GM&gt;25 Rider 13</b>					
Total Bills	\$13.21	\$13.21	\$13.21	0%	0%

Duquesne Light Company  
Present, Proposed, and Settled Rates with Percent Increase  
Docket No. R-2024-3046523

Rate Class	Current	Proposed - Initial	Proposed - Settled	% Increase - Proposed-Initial vs. Current	% Increase - Proposed-Settled vs. Current
<b>GMH</b>					
Total Bills	\$60.00	\$73.00	\$67.00	22%	12%
Winter - All kWh	\$0.035598	\$0.044573	\$0.040306	25%	13%
Summer - first 5 kW	\$0.00	\$0.00	\$0.00	0%	0%
Summer - additional kW	\$7.26	\$8.94	\$8.06	23%	11%
Summer - All kWh	\$0.015900	\$0.019501	\$0.017562	23%	10%
<b>GMH Rider 12</b>					
Total Bills	\$12.50	\$15.00	\$13.00	20%	4%
Summer kWh	\$0.070993	\$0.084662	\$0.082479	19%	16%
Winter kWh	\$0.060206	\$0.075466	\$0.075092	25%	25%
<b>GL</b>					
First 300 kW	\$3,500.00	\$4,375.00	\$3,975.00	25%	14%
Additional kW	\$9.80	\$12.53	\$11.64	28%	19%
<b>GLH</b>					
Total Bills, Winter Only	\$73.50	\$92.00	\$85.00	25%	16%
Winter - All kWh	\$0.027660	\$0.036656	\$0.033257	33%	20%
Summer first 300 kW or less	\$3,500.00	\$4,375.00	\$3,975.00	25%	14%
Summer additional kW	\$9.80	\$12.53	\$11.64	28%	19%
Summer - All kWh	\$0.00000	\$0.00000	\$0.00000	0%	0%
<b>L</b>					
First 5,000 kW or less	\$39,174.00	\$50,000.00	\$46,000.00	28%	17%
Additional kW	\$15.68	\$19.76	\$18.24	26%	16%
All kWh	\$0.00000	\$0.00000	\$0.00000	0%	0%
Untransformed Credit	(\$0.75)	(\$0.75)	(\$0.75)	0%	0%
<b>HVPS</b>					
Up to and Including 50,000 kW Billing Demand	\$2,503.20	\$2,809.85	\$2,809.85	12%	12%
50,001 kW to 100,000 kW Billing Demand	\$3,910.16	\$4,389.17	\$4,389.17	12%	12%
Greater than 100,000 kW Billing Demand	\$5,545.23	\$6,224.55	\$6,224.55	12%	12%
<b>AL</b>					
Total Bills	\$8.00	\$8.00	\$8.00	0%	0%
Demand all kW	\$1.77	\$2.26	\$2.10	28%	19%
All kWh	\$0.002319	\$0.002803	\$0.002603	21%	12%
<b>UMS</b>					
Total Bills	\$11.00	\$14.00	\$12.50	27%	14%
All kWh	\$0.023582	\$0.028932	\$0.027926	23%	18%
<b>SE</b>					
Per Fixture	\$3.15	\$3.75	\$3.54	19%	12%

Duquesne Light Company  
Present, Proposed, and Settled Rates with Percent Increase  
Docket No. R-2024-3046523

Rate Class	Current	Proposed - Initial	Proposed - Settled	% Increase - Proposed-Initial vs. Current	% Increase - Proposed-Settled vs. Current
<b>SM</b>					
SM Sodium Vapor 70W	\$14.31	\$17.05	\$16.09	19%	12%
SM Sodium Vapor 100W	\$14.42	\$17.18	\$16.21	19%	12%
SM Sodium Vapor 150W	\$14.63	\$17.43	\$16.45	19%	12%
SM Sodium Vapor 250W	\$15.01	\$17.89	\$16.88	19%	12%
SM Sodium Vapor 400W	\$15.61	\$18.60	\$17.55	19%	12%
SM Sodium Vapor 1,000W	\$17.94	\$21.38	\$20.17	19%	12%
SM Mercury Vapor 100W	\$13.85	\$16.50	\$15.57	19%	12%
SM Mercury Vapor 175W	\$14.13	\$16.84	\$15.89	19%	12%
SM Mercury Vapor 250W	\$14.41	\$17.17	\$16.20	19%	12%
SM Mercury Vapor 400W	\$14.99	\$17.86	\$16.86	19%	12%
SM Mercury Vapor 1,000W	\$17.23	\$20.53	\$19.37	19%	12%
SM LED Cobra Head 30W	\$12.60	\$15.01	\$14.17	19%	12%
SM LED Cobra Head 45W	\$12.60	\$15.01	\$14.17	19%	12%
SM LED Cobra Head 60W	\$13.01	\$15.50	\$14.63	19%	12%
SM LED Cobra Head 95W	\$14.35	\$17.10	\$16.14	19%	12%
SM LED Cobra Head 139W	\$15.00	\$17.87	\$16.87	19%	12%
SM LED Cobra Head 219W	\$15.27	\$18.20	\$17.17	19%	12%
SM LED Colonial 20W	\$16.48	\$19.64	\$18.53	19%	12%
SM LED Colonial 45W	\$16.82	\$20.04	\$18.91	19%	12%
SM LED Contemporary 40W	\$15.22	\$18.14	\$17.11	19%	12%
SM LED Contemporary 55W	\$15.22	\$18.14	\$17.11	19%	12%
SM Customer Owned & Maintinated	\$2.96	\$3.53	\$3.33	19%	13%
Fixed Poles	\$11.26	\$13.42	\$12.66	19%	12%
<b>SH</b>					
SH Sodium Vapor 100W	\$13.69	\$16.31	\$15.39	19%	12%
SH Sodium Vapor 150W	\$13.87	\$16.53	\$15.60	19%	12%
SH Sodium Vapor 200W	\$14.07	\$16.77	\$15.82	19%	12%
SH Sodium Vapor 400W	\$15.61	\$18.60	\$17.55	19%	12%
SH LED Cobra Head 30W	\$12.60	\$15.01	\$14.17	19%	12%
SH LED Cobra Head 45W	\$12.60	\$15.01	\$14.17	19%	12%
SH LED Cobra Head 60W	\$13.01	\$15.50	\$14.63	19%	12%
SH LED Cobra Head 95W	\$14.35	\$17.10	\$16.14	19%	12%
SH LED Cobra Head 139W	\$15.00	\$17.87	\$16.87	19%	12%
SH LED Cobra Head 219W	\$15.27	\$18.20	\$17.17	19%	12%
SH Customer Owned & Maintinated	\$2.96	\$3.53	\$3.33	19%	12%
<b>PAL</b>					
PAL High Pressure Sodium 70W	\$14.31	\$17.05	\$16.09	19%	12%
PAL High Pressure Sodium 100W	\$14.42	\$17.18	\$16.21	19%	12%
PAL High Pressure Sodium 150W	\$14.63	\$17.43	\$16.45	19%	12%
PAL High Pressure Sodium 250W	\$15.01	\$17.89	\$16.88	19%	12%
PAL High Pressure Sodium 400W	\$15.61	\$18.60	\$17.55	19%	12%
PAL Flood Lighting 100W	\$14.31	\$17.05	\$16.09	19%	12%
PAL Flood Lighting 250W	\$14.98	\$17.85	\$16.84	19%	12%
PAL Flood Lighting 400W	\$15.65	\$18.65	\$17.60	19%	12%
PAL LED Cobra Head 30W	\$12.60	\$15.01	\$14.17	19%	12%
PAL LED Cobra Head 45W	\$12.60	\$15.01	\$14.17	19%	12%
PAL LED Cobra Head 60W	\$13.01	\$15.50	\$14.63	19%	12%
PAL LED Cobra Head 95W	\$14.35	\$17.10	\$16.14	19%	12%
PAL LED Cobra Head 139W	\$15.00	\$17.87	\$16.87	19%	12%
PAL LED Cobra Head 219W	\$15.27	\$18.20	\$17.17	19%	12%
PAL LED Colonial 20W	\$16.48	\$19.64	\$18.53	19%	12%
PAL LED Colonial 45W	\$16.82	\$20.04	\$18.91	19%	12%
PAL LED Contemporary 40W	\$15.22	\$18.14	\$17.11	19%	12%
PAL LED Contemporary 55W	\$15.22	\$18.14	\$17.11	19%	12%
PAL Customer Owned & Maintained	\$2.96	\$3.53	\$3.33	19%	13%
Pole Fee	\$11.26	\$13.42	\$12.66	19%	12%
<b>Rider 16</b>					
Maintenance Demand Charge	\$3.09	\$3.71	\$3.71	20%	20%
As Used Demand Charge	\$6.79	\$7.91	\$6.95	16%	2%
Overage Demand Charge	\$9.88	\$11.62	\$10.66	18%	8%

# **APPENDIX E**

## APPENDIX E

### I. PROPOSED FINDINGS OF FACT

1. Duquesne Light provides electric distribution and transmission services to approximately 600,000 customers in Allegheny and Beaver Counties, Pennsylvania.

2. Duquesne Light is a “public utility” and an “electric distribution company” as defined under the Public Utility Code, *see* 66 Pa. C.S. §§ 102 & 2803, serving customers within its certificated service territory and subject to the regulatory jurisdiction of this Commission.

3. Duquesne Light also provides default service to customers that are not being served by an electric generation supplier (“EGS”).

4. On March 20, 2024, Duquesne Light filed Supplement No. 71 to Tariff Electric – PA PUC No. 25 pursuant to 66 Pa. C.S. § 1308(d). Duquesne Light requested that the Commission approve an overall annual increase in distribution revenue of approximately \$133.0 million. Included in the requested increase was approximately \$32 million in revenue currently recovered under surcharges, resulting in a net increase in distribution revenue of approximately \$101 million.

5. Two in person public input hearings were held on June 5, 2024, at 1:00 p.m. and 6:00 p.m. Two telephonic public input hearings were held on June 6, 2024, at 1:00 p.m. and 6:00 p.m.

6. On July 26, 2024, the Company advised the ALJ that it had entered into a settlement in principle of all issues except revenue allocation and rate design with the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Pennsylvania Weatherization Providers Task Force, Inc. (“PWPTF”), and Walmart Inc. (“Walmart”).

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7. Evidentiary hearings were held before the ALJ on July 29-30, 2024. At the hearing, parties waived cross examination of witnesses, and pre-served testimony and exhibits were admitted in the record via stipulation. In addition, the City of Pittsburgh's Petition to Intervene was granted.

8. During the evidentiary hearing, the parties advised the ALJ that they were continuing to attempt to resolve the revenue allocation and rate design issues.

9. On August 9, 2024, Duquesne Light advised the ALJ that it had reached a settlement in principle of all issues, including revenue allocation and rate design, with I&E, OCA, OSBA, CAUSE-PA, PWPTF and Walmart. Also on August 9, 2024, the City advised the ALJ that it did not oppose the settlement.

10. The Parties filed a Joint Petition for Settlement ("Settlement") on August 16, 2024.

11. The Settlement is supported by Duquesne Light, I&E, OCA, OSBA, CAUSE-PA, PWPTF and Walmart, hereinafter collectively the "Joint Petitioners."

12. The City has indicated that it does not oppose the Settlement.

13. The Settlement resolves all issues related to Duquesne Light's March 20, 2024, distribution base rate increase filing ("2024 Base Rate Case").

14. All active parties in this proceeding either support or do not oppose the Settlement.

15. There are 3 customer complaints in this proceeding: Ronald Bernick (Docket No. C-2024-3048340), David Anglero (Docket No. C-2024-3049302), and Ronald Nesmith (Docket No. C-2024-3049624). These Customer Complainants have not been active parties. Duquesne Light is serving a copy of the Settlement on the Customer Complainants.

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16. The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners, who represent a broad array of residential, commercial, and low income customer interests.

17. The Joint Petitioners agree that the Settlement is in the public interest. Settlement ¶¶ 89-92.

18. The Settlement was achieved only after a comprehensive investigation of Duquesne Light's proposals set forth in its 2024 Base Rate Case. In addition to informal discovery, the active parties submitted several rounds of testimony, including the Company's direct testimony, other parties' direct testimony, rebuttal testimony, surrebuttal testimony, and rejoinder testimony. Further, the parties engaged in numerous settlement discussions and formal negotiations, which ultimately led to the Settlement.

19. The Settlement determines the revenue increase under Settlement, which provides for distribution rates be designed to produce increased distribution operating revenues of \$85.1 million based upon the pro forma level of operations for the twelve months ended December 31, 2025, inclusive of the \$32.1 million of revenues currently recovered under surcharges, for a net increase in revenues of \$53.00 million. Settlement ¶ 28.

20. Duquesne Light, I&E and OCA presented testimony on revenue requirement issues. The Settlement increase of \$53 million is well within the range of litigation positions in this proceeding.

21. In rebuttal testimony, the Company indicated that its updated proposals would support a net revenue increase of approximately \$107.8 million. Duquesne Light St. 8-R, p. 10. In surrebuttal, I&E's final litigation position was an increase of approximately \$52.7 million.

## APPENDIX E

I&E St. No. 1-SR, p. 4. OCA's final litigation position was a rate decrease of approximately \$33.8 million. OCA St. 2-SR at 2.

22. Through negotiations, the Joint Petitioners were able to compromise their competing litigation positions and arrive at the Settlement increase. The Settlement revenue increase is very close to I&E's final litigation position.

23. The Settlement addresses when the Company will be permitted to charge the Distribution System Improvement Charge ("DSIC"). Settlement ¶ 30. Specifically, the Company will be eligible to include plant additions in the DSIC at the later of the end of the FPFTY or when the Company's FPFTY account balances exceed \$4,862,202,000, which are the levels projected by the Company in this proceeding at December 31, 2025 per DLC Exhibit 2, Book 5, Schedule D1.

24. The Settlement specifies, as required by the Commission, a mechanism for determining the return on equity to be used in future DSIC calculations. Settlement ¶ 31.

25. The Settlement states that Duquesne Light will continue to use normalization accounting with respect to the benefits of the tax repairs and IRC Section 263A deductions. Settlement ¶ 33. Duquesne Light will reverse excess deferred income taxes ("EDIT") with regard to prior tax repairs and IRC Section 263A deductions pursuant to the Average Rate Assumption Method ("ARAM") used to reverse EDIT associated with accelerated depreciation deductions. In addition, the remaining unamortized EDIT balance will continue as a reduction to rate base in all future base rate proceedings until the full amount is returned to ratepayers. Settlement ¶ 33. This provision of the Settlement is fully supported by the testimony of Duquesne Light witness Mr. Matthew L. Simpson. *See* Duquesne Light St. 10, pp. 12-13.

## APPENDIX E

26. The Settlement also addresses the Company's pension contributions. Settlement ¶ 34.

27. The Company projected to make pension contributions of \$10 million per year over the next six years, *i.e.*, 2024-2029. Duquesne Light St. 2, p. 31. Half of those costs are recovered as expense and half are provided initially with non-ratepayer funds and treated as capitalized costs. The Company also proposed a provision, used in its prior rate cases, that any expense recovery from customers for pensions that is not contributed to the pension would be returned to customers.

28. The Company also proposed that Company-provided funds contributed to the pension trust that are not included in rate base under accounting rules be included in rate base in this proceeding. Duquesne Light St. 2, pp. 30-35.

29. OCA initially opposed the Company's proposed adjustment to rate base. OCA St. 2, p. 13. However, in surrebuttal testimony, OCA accepted the Company's position with respect to capitalization of pension costs based upon the Company's prior settlements and related Commission decisions. OCA St. 2-SR, p. 4.

30. The rate base adjustment is resolved along with other disputed revenue requirement issues by the black box settlement of the compromise revenue increase.

31. Paragraph 35 of the Settlement provides for the Company's proposals with regard to the Company's OPEB claim and also provides commitments similar to those for pensions for inclusion in the final order in this proceeding. Duquesne Light St. No. 2, pp. 41-43. This Settlement provision is consistent with prior Company settlements approved by the Commission.

32. The Settlement provides for approval of the study used to separate the Company's assets, revenues and expenses into Federal Energy Regulatory Commission ("FERC") and state

## APPENDIX E

jurisdictional amounts, with separated amounts used to set rates for interstate and intrastate service. Settlement ¶ 36. This Settlement provision is consistent with prior Company settlements approved by the Commission.

33. The Settlement provides for the filing of actual data for the FTY and FPFTY after those years are completed. Settlement ¶ 37. The purpose of this provision is to permit the Commission and Parties to review the accuracy of Company projections in this proceeding.

34. Requests for these reports were made in I&E testimony as a requirement in this proceeding. I&E St. 3, pp. 4-5.

35. Paragraph 38 re-affirms a prior commitment by Duquesne Light to provide notice if annual dividends exceed 85% of annual net income for the preceding twelve months ended March 31.

36. Paragraphs 39 through 60 of the Settlement resolve all issues related to the Company's universal service programs that were raised in this proceeding.

37. Paragraphs 39 through 46 of the Settlement address Customer Assistance Program ("CAP") related issues. Under the Settlement, Duquesne Light has agreed to increase its maximum CAP credit, to notifying CAP customers when they reach 75% of their allowable CAP credit, to expand its CAP maximum exemptions, and to track and report on CAP maximum exemptions. These provisions were important to CAUSE-PA in this proceeding in order to assist CAP customers with paying their bills. *See* CAUSE-PA St. 1, pp. 34-48.

38. Paragraphs 47 through 50 of the Settlement address OCA's and CAUSE-PA's issues regarding confirmed low-income customers. These provisions clarify certain Company policies related to confirmed low-income customers and include tariff provisions that mirror the Commission's regulations. *See* OCA St. 5, pp. 33-37; CAUSE-PA St. 1, pp. 21-24.

## APPENDIX E

39. Paragraphs 50 through 53 of the Settlement address CAP enrollment. OCA and CAUSE-PA requested these provisions to resolve issues raised through the proceeding regarding CAP enrollment for eligible customers. *See* OCA St. 5, pp. 34-38; CAUSE-PA St. 1, pp. 10-14.

40. Paragraph 54 addresses cash security deposit issues in response to OCA's concerns. *See* OCA St. 5, pp. 64-66.

41. Paragraphs 55 and 56 modify two aspects of Duquesne Light's Hardship Fund. Paragraph 55 increases the maximum Hardship grant from \$500 to \$600. Paragraph 56 provides a commitment from the Company to contribute \$350,000 per year to its Hardship Fund for 2025, 2026 and 2027. These provisions will assist customers in paying their bills.

42. Paragraph 57 provides that Duquesne Light will increase annual funding for LIURP by \$300,000 per year for a total annual budget of \$3.753 million, which will continue to be recovered through Rider No. 5 – Universal Services Charge. This provision addresses concerns by CAUSE-PA and PWPTF regarding the funding level and administration of LIURP. CAUSE-PA St. 1, pp. 54-55; PWPTF St. 1, pp. 6-7. These LIURP Settlement provisions constitute a reasonable compromise of the parties' competing litigation positions.

43. Duquesne Light proposed to implement a Transportation Electrification Portfolio ("TE Portfolio"), which included: (1) the Community, Fleet and Transit Pilot; (2) the Home Charging Pilot; (3) the Electric Vehicle ("EV") Time of Use ("TOU") Distribution Rate Pilot; (4) the Managed Home Charging Pilot; (5) Awareness, Education and Engagement activities; (6) Electric Fleet Advisory Service; and (7) the EV Registration Incentive. Duquesne Light St. No. 6, p. 7.

44. Duquesne Light proposed the TE Portfolio to promote clean energy and help customers experience the benefits of electric mobility. Duquesne Light St. 6, p. 4.

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45. The Components of the proposed TE Portfolio were also depicted in Table 1 of Duquesne Light St. 6, reproduced below.

Table 1: TE Portfolio Budget

Component	Description	2025 Budget
<b>Charging Infrastructure Offerings</b>		
Community, Fleet and Transit Charging Pilot	Charging station investment to support Level 2 and DC fast charging stations	\$4,254,924
Home Charging Pilot	Rebates to support Level 2 charging stations.	\$271,750
<b>Load Management Offerings</b>		
EV TOU Distribution Rate Pilot	Rate to encourage customers to shift their EV charging and other household load to off-peak times.	\$263,250
Managed Home Charging Pilot	Customer incentive to reduce EV charging demand during peak events.	\$187,640
<b>Customer Engagement Offerings</b>		
Awareness, Education, and Engagement	Support for customers to make informed decisions about fueling vehicles with electricity.	\$436,000
Electric Fleet Advisory Service	Vehicle and charging infrastructure planning and analysis support for public and private fleet customers.	\$139,500
EV Registration Incentive	\$50 one-time registration incentive for customers who own or lease an EV.	\$116,029
<b>Portfolio Administration</b>		
Incremental Headcount	Addition of two headcount to TE business unit to administer offerings.	\$220,000
	Capital Program Cost For 2025	\$3,901,324
	Expense Program Cost For 2025	\$1,987,769
	Total Program Cost For 2025	\$5,889,093

46. Several parties submitted testimony addressing the Company's proposed TE Portfolio and took diverse positions on these issues. *See* Duquesne Light St. 6-R, pp. 3-5.

47. In response to the variety of positions taken by the parties regarding the proposed TE Programs, the Company has agreed to revise the proposed TE Portfolio, consistent with the terms and conditions reflected in Paragraphs 61-72 of the Settlement. Settlement ¶¶ 61-72. The

## APPENDIX E

Settlement includes approval of the Community, Fleet, and Transit Pilot and the Company's whole home EV TOU proposal, with certain modifications. Settlement ¶¶ 62, 64. It also withdraws the EV only TOU proposal. Settlement ¶ 63. The Settlement also provides for approval of the Managed Home Charging Pilot, the Awareness Education and Engagement activities, the Electric Fleet Advisory Service, and the EV Registration Incentive. Settlement ¶¶ 65-68. In addition, it includes evaluation and reporting requirements for the TE Programs. Settlement ¶¶ 69-72.

48. The Company and the Parties have carefully considered the proposed TE Portfolio and made modifications in the Settlement to ensure that the expenditures included in rates under Settlement will produce benefits to customers with minimal effects on rates charged to customers.

49. Paragraph 73 of the Settlement provides for the continued approval of the Company's Community Development Rider. This Rider provides for an incentive to attract new load to the Company's system. This Rider was approved in the Company's last base rate proceeding. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al., at pp. 26-27 (Order approving Settlement entered Dec. 16, 2021). In this proceeding, the Company proposed to reset the discount rate effective January 1, 2025 and to allow a grace period for the discount rate to start when a new contract is signed. *Duquesne Light St. No. 14*, p. 35. No party challenged the Community Development Rider in this proceeding.

50. Paragraph 74 of the Settlement provides for approval of the Company's Behavior Demand Response Pilot, which no party opposed. The Behavior Demand Response Pilot is described in *Duquesne Light Statement No. 4*. The Pilot will encourage residential customers to voluntarily decrease their electricity consumption during peak demand periods through monetary

## APPENDIX E

incentives and will allow the Company to investigate reliable non-wire solutions to help maintain system reliability and affordability. *See* Duquesne Light St. No. 4, pp. 33-45.

51. Duquesne Light proposed to implement Building Electrification (“BE”) programs, including: (1) the Building Electrification Awareness, Education, and Engagement (“AEE”) Program; (2) the Workforce Development and Contractor Network Program; (3) the Low Income Housing Provider Program; and (4) the Customer Incentive Program. Duquesne Light St. No. 5, pp. 10, 29.

52. Paragraph 76 of the Settlement includes approval of the AEE and Workforce Development and Contractor Network Programs, with certain modifications. Under the Settlement, the Low Income Housing Provider Program is approved as a three year pilot beginning in January 2025 through December 2027, with a budget not to exceed \$100,000 per year. Settlement ¶ 76.

53. The Settlement withdraws the Customer Incentive Program. Settlement ¶ 77. In addition, the Settlement provides that Duquesne Light will develop a process through its AEE for connecting low income customers with local, state, and federal programs that may support home efficiency, weatherization, beneficial electrification, and home health and safety repairs to help improve home health and reduce energy burden. Settlement ¶ 78.

54. Paragraph 79 of the Settlement provides that the revenue allocation to each class at the net settlement increase of \$53 million is reflected in **Appendix B**.

55. This revenue allocation is a “black box” agreement representing a compromise among the parties’ filed revenue allocation proposals and it does not reflect any agreement among the Settling Parties regarding the appropriate cost allocation methodology. Settlement ¶ 79.

## APPENDIX E

56. The Settlement provides that the fixed monthly customer charge for Rates RS, RA, RH will be \$13.00 per month. Settlement ¶ 80.

57. Consistent with DLC Statement No. 14, Rate Schedule RA will be closed to new customers, frozen to existing customers, and will be sunset by calendar year 2030. Settlement ¶ 81.

58. Paragraphs 82 through 85 of the Settlement address OCA's and CAUSE-PA's issues regarding customer service. These provisions require the Company to take certain actions related to customer service, including conducting a root cause analysis of customer complaint trends, developing training protocols related to personal contact "immediately" prior to actual termination of service, and customer education related to non-basic services billed by the Company. Settlement ¶¶ 82-84.

59. Paragraph 85 of the Settlement provides for reporting of the Company's progress toward improving customer service performance, including through annual meetings with the parties to this proceeding, the reporting of certain performance metrics, and the submission of informational reports to the Commission's Bureau of Consumer Services. Settlement ¶ 85.

60. Paragraphs 86 through 88 of the Settlement provide for the Company to take certain actions related to electric safety, including: (1) continuation of the advanced microprocessor relay research in distribution applications; (2) the removal, refurbishment, and reinstallation of transformers that have not reached the end of their useful life; and (3) eliminating direct charges to customers for the Make Safe program when reasonably possible. Settlement ¶¶ 86-88.

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### II. PROPOSED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa. C.S. §§ 1301, 1308(d).

2. Under Section 1301 of the Public Utility Code, a public utility's rates must be just and reasonable. 66 Pa. C.S. § 1301.

3. The Commission possesses a great deal of flexibility in its ratemaking function. *See Popowsky v. Pa. Pub. Util. Comm'n*, 542 Pa. 99, 108, 665 A.2d 808, 812 (Pa. 1995). "In determining just and reasonable rates, the [Commission] has discretion to determine the proper balance between the interests of ratepayers and utilities." *Id.*

4. The term "just and reasonable" is not intended to confine the ambit of regulatory discretion to an absolute or mathematical formulae; rather, the Commission is granted the power to balance the prices charged to utility customers and returns on capital to utility investors. *Pa. Pub. Util. Comm'n v. Pennsylvania Gas and Water Co.*, 494 Pa. 326, 337, 424 A.2d 1213, 1219 (Pa. 1980), *cert. denied*, 454 U.S. 824, 102 S. Ct. 112, 70 L. Ed. 2d 97 (1981).

5. Commission policy promotes settlements. 52 Pa. Code § 5.231. Settlements lessen the time and expense the parties must expend litigating a case and at the same time conserve administrative resources.

6. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. 52 Pa. Code § 69.401.

7. The Commission encourages black box settlements. *Pa. P.U.C. v. Aqua Pennsylvania, Inc.*, Docket No. R-2011-2267958, Order entered June 7, 2012, pp. 26-27; *Pa. P.U.C. v. Peoples TWP LLC*, Docket No. R-2013-2355886, Order entered December 19, 2013, p.

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27 (“Peoples TWP LLC”); Statement of Chairman Robert F. Powelson, *Implementation of Act 11 of 2012*, Docket No. M-2012-2293611, Public Meeting, August 2, 2012.

8. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm’n, et al. v. UGI Utilities, Inc. – Gas Division*, Docket Nos. R-2015-2518438 et al. (Order entered Oct. 14, 2016); *Pa. Pub. Util. Comm’n v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered Jan. 7, 2004).

9. The Petitioners have the burden to prove that the Settlement is in the public interest. *Pa. Pub. Util. Comm’n, et al. v. Pike County Light & Power (Electric)*, Docket Nos. R-2013-2397237, C-2014-2405317, et al. (Order entered Sept. 11, 2014).

10. The decision of the Commission must be supported by substantial evidence. 2 Pa. C.S. § 704.

11. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. P.U.C.*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); *Murphy v. Comm., Dept. of Public Welfare, White Haven Center*, 85 Pa. Commonwealth Ct. 23, 480 A.2d 382 (1984).

12. The rates and terms of service set forth in the Settlement are supported by substantial evidence and are in the public interest. Therefore, consistent with the terms and conditions set forth in the Settlement, Duquesne Light’s proposed rate increase should be granted.

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### III. PROPOSED ORDERING PARAGRAPHS

1. That the Pennsylvania Public Utility Commission approve the Joint Petition for Approval of Settlement, including all the terms and modifications thereof, without modification.
2. That the Pennsylvania Public Utility Commission approve the proposals set forth in Duquesne Light's above-captioned distribution base rate increase filing subject to the terms and conditions of the Joint Petition for Approval of Settlement.
3. That the Pennsylvania Public Utility Commission approve the *pro forma* tariff attached to the Joint Petition for Approval of Settlement as Appendix A.
4. That the Pennsylvania Public Utility Commission approve the proof of revenues attached to the Joint Petition for Approval of Settlement of All Issues as Appendix B.
5. The Formal Complaints filed by OCA, OSBA, and the individual customer complainants are marked as satisfied and closed.
6. That the Commission issue an Order terminating the investigation at Docket No. R-2024-3046523, and marking this proceeding closed.

# **APPENDIX F**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	Docket No. R-2024-3046523
	:	
Office of Consumer Advocate	:	Docket No. C-2024-3047779
Office of Small Business Advocate	:	Docket No. C-2024-3048171
Ronald T. Bernick	:	Docket No. C-2024-3048340
David Anglero	:	Docket No. C-2024-3049302
Ronald Nesmith	:	Docket No. C-2024-3049624
	:	
v.	:	
	:	
Duquesne Light Company	:	

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**DUQUESNE LIGHT COMPANY STATEMENT IN SUPPORT OF  
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

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**TO DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE MARK A. HOYER:**

**I. INTRODUCTION**

Duquesne Light Company (“Duquesne Light” or the “Company”) hereby submits this Statement in Support of the Joint Petition for Approval of Settlement (“Settlement”) entered into by the Company, the Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Pennsylvania Weatherization Providers Task Force, Inc. (“PWPTF”), and Walmart, Inc. (“Walmart”), hereinafter collectively the “Joint

Petitioners.” The City of Pittsburgh (“City”) also has indicated that it does not oppose the Settlement. All active parties in this proceeding either support or do not oppose the Settlement.<sup>1</sup>

The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners, who represent a broad array of residential, commercial, and low income customer interests. Duquesne Light submits that the Settlement is in the public interest, just and reasonable, and supported by substantial evidence and, therefore, should be approved without modification.

For these reasons, and as explained in further detail below, Duquesne Light respectfully requests that Deputy Chief Administrative Law Judge Mark A. Hoyer (the “ALJ”) and the Commission approve the Settlement without modification.

## **II. STANDARD FOR APPROVAL OF SETTLEMENT**

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements reduce the time and expense that parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. *See* 52 Pa. Code § 69.401.

The Commission has explained that parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. PUC v. MXenergy Electric Inc.*, Docket No. M-2012-2201861, 2013 Pa. PUC LEXIS 789, 310 P.U.R.4th 58 (Opinion and Order entered Dec. 5, 2013). To approve a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. Windstream Pa., LLC*, Docket No. M-2012-2227108, 2012 Pa. PUC LEXIS 1535 (Opinion and

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<sup>1</sup> The International Brotherhood of Electrical Workers, AFL-CIO, Local Union 29 (“IBEW”) has not indicated its position regarding the Settlement. Duquesne Light is serving a copy of the Settlement and Appendices on IBEW and the customer complainants.

Order entered Sept. 27, 2012); *Pa. PUC v. C.S. Water & Sewer Assocs.*, Docket No. R-881147, 74 Pa. PUC 767 (Opinion entered July 22, 1991).

As explained in the next section of this Statement in Support, the Settlement is just and reasonable and in the public interest and, therefore, should be approved without modification.

### **III. THE SETTLEMENT IS IN THE PUBLIC INTEREST**

#### **A. GENERAL**

The Joint Petitioners agree that the Settlement is in the public interest. Settlement ¶¶ 89-92. The Settlement was achieved only after a comprehensive investigation of Duquesne Light's proposals set forth in its 2024 Base Rate Case. In addition to informal discovery, Duquesne Light responded to several hundred formal discovery requests, many of which included multiple subparts. The active parties submitted several rounds of testimony, including the Company's direct testimony, other parties' direct testimony, rebuttal testimony, surrebuttal testimony, and rejoinder testimony. Further, the parties engaged in numerous settlement discussions and formal negotiations, which ultimately led to the Settlement.

The Joint Petitioners undertook significant and intensive efforts to reach a full settlement of all issues. The Joint Petitioners each had to compromise on many different and competing issues and proposals raised in this case. In most instances the Joint Petitioners collectively agreed to meet somewhere in between competing litigation positions. As such, when determining whether the Settlement is reasonable and in the public interest, the Commission should view the Settlement as a whole instead of focusing on individual terms and conditions.

As noted previously, the Settlement reflects a carefully balanced compromise of the competing and broad array of interests of the Joint Petitioners in this proceeding. The Joint Petitioners, their counsel, and their expert consultants have considerable experience in base rate proceedings. Their knowledge, experience, and ability to evaluate the strengths and weaknesses

of their litigation positions provided a strong base upon which to build a consensus in this proceeding. The fact that the Settlement is supported by parties representing a diversity of constituents and interests, in and of itself, provides strong evidence that the Settlement is reasonable and in the public interest, particularly given the active role of the parties in this proceeding as well as the many negotiations required to achieve the Settlement.

Thus, the terms and conditions of the Settlement, as set forth in the following sections, should be approved without modification.

## **B. REVENUE REQUIREMENT AND ACCOUNTING**

Paragraph 28 of the Settlement determines the revenue increase under Settlement, which provides for distribution rates to be designed to produce increased distribution operating revenues of \$85.1 million based upon the pro forma level of operations for the twelve months ended December 31, 2025, inclusive of the \$32.1 million of revenues currently recovered under surcharges, for a net increase in revenues of \$53.00 million.

As explained by the Company's Director – Rates, Energy Procurement, and Federal/RTO Affairs, Mr. C. James Davis, the Company has undertaken considerable efforts to control costs, improve customer service and continue to provide highly reliable service to customers since the Company's last base rate proceeding. Duquesne Light St. 1 at 8. Since 2022, the Company realized approximately \$20 million in sustainable cash savings via cost saving measures, which represented a combination of capital deployment, operations and maintenance ("O&M") expense and working capital savings. Duquesne Light St. 1 at 8. The Company further projected approximately \$1.2 million in sustainable O&M savings and \$2.6 million in project sustainable capital savings in the Future Test Year ending December 31, 2024 ("FTY"), and approximately \$1.5 million in sustainable O&M savings and approximately \$3.3 million in sustainable capital savings in the Fully Projected Future Test Year ending December 31, 2025 ("FPFTY"). Duquesne

Light St. 1 at 8. Moreover, while the Company implements cost saving initiatives, it also implemented numerous customer service initiatives (Duquesne Light St. 1, pp. 9-10) and low-income assistance programs (Duquesne Light St. 1, p. 10; *see also* Duquesne Light St. 16-R), and maintained strong reliability performance while planning further steps to continue to improve reliability (Duquesne Light St. 1, pp. 10-12; *see also* Duquesne Light St. 4). In addition, Mr. Davis identified numerous steps, including the Company's management programs, to address diversity, equity and inclusion at Duquesne Light. Duquesne Light St. 1, pp. 12-13. The Company has also made substantial investment to enhance system security. Duquesne Light St. No. 1, pp. 13-15.

Absent rate relief, Duquesne Light projected an overall return on rate base of approximately 5.98% for the FPFTY. *See* Duquesne Light St. No. 1, p. 20. This would translate into a return on equity ("ROE") for the FPFTY of 7.12%. *See* Duquesne Light St. 1, p. 20; *see also* Duquesne Light St. 11. This is substantially lower than the Company's proposed ROE of 11.50% in this proceeding. Duquesne Light St. 11, p. 1. It is also substantially lower than the latest ROE set forth by the Commission in its Quarterly Earning Report for electric company distribution system improvement charge of 9.85% ("DSIC"). *Report on Quarterly Earnings for March 31, 2024*, Docket No. M-2024-3049527, Attachment F, Public Meeting of August 1, 2024.

The net increase of \$53.00 million, although less than requested by the Company, will allow Duquesne Light to recover its necessary expenses. The revenue increase also provides the Company with the reasonable opportunity to earn a fair return. The revenue increase should also allow the Company to attract capital on reasonable terms and allow the Company to continue to provide safe and reliable service to customers.

In this proceeding, Duquesne Light, I&E and OCA presented testimony on revenue requirement issues. The Settlement increase of \$53 million is well within the range of litigation

positions in this proceeding. In rebuttal testimony, the Company indicated that its updated proposals would support a net revenue increase of approximately \$107.8 million. Duquesne Light St. 8-R, p. 10.) In surrebuttal, I&E's final litigation position was an increase of approximately \$52.7 million. I&E St. No. 1-SR, p. 4. OCA's final litigation position was a rate decrease of approximately \$33.8 million. OCA St. 2-SR, p. 2.<sup>2</sup> Through negotiations, the Joint Petitioners were able to compromise their competing litigation positions and arrive at the Settlement increase. The Settlement revenue increase is very close to I&E's final litigation position.

The revenue requirement under the Settlement is generally a "black box" number. Under a "black box" settlement, parties do not specifically identify the rate base, revenue, expense and return amounts that are allowed or disallowed. The Company has found that the "black box" concept often facilitates settlement agreements because parties are not required to identify a specific return on equity or specifically identify rate base, revenue, expense and return amounts that are allowed or disallowed. This process allows a settlement without requiring parties to abandon or reverse their positions on important issues, which could impact their positions in later cases. The Commission encourages black box settlements. *Pa. P.U.C. v. Aqua Pennsylvania, Inc.*, Docket No. R-2011-2267958, Order entered June 7, 2012, pp. 26-27; *Pa. P.U.C. v. Peoples TWP LLC*, Docket No. R-2013-2355886, Order entered December 19, 2013, p. 27 ("*Peoples TWP LLC*"); Statement of Chairman Robert F. Powelson, *Implementation of Act 11 of 2012*, Docket No. M-2012-2293611, Public Meeting, August 2, 2012.

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<sup>2</sup> OCA's litigation position included an unprecedented proposal to reduce annual depreciation expense by approximately \$40 million by calculating that expense under the Average Group Life method as compared to the Equal Life Group method, which has been used by the Company with Commission approval for approximately 40 years. See Duquesne Light St. No. 9-R, pp. 2-3, 10. The OCA proposal has been withdrawn in this proceeding. See Settlement ¶ 32.

Duquesne Light provided substantial evidence to support its proposed revenue requirement increase in this proceeding. *See generally* Duquesne Light St. 1, 2, 2-R, 8, 8-R, 11 and 11-R. The increase under the Settlement is well within the range proposed by the parties, is in the public interest and should be adopted without modification.

Exceptions to the “black box” concept under this Settlement were made to provide for the continued use of normalization accounting with respect to the benefits of tax repairs and Internal Revenue Code (“IRC”) Section 263A deductions, pension funding, and other post-employment benefits (“OPEB”) funding. These exceptions to the black box settlement are explained below, along with various other aspects of the Settlement generally related to revenue requirement issues. These specific resolutions of issues are the kind of innovative solutions that can be developed by parties in a rate case through the settlement process that generally are not produced by litigation. *Peoples TWP LLC*, p. 27. The Settlement also reflects the roll-in of certain surcharges, including the DSIC. It is required that the DSIC be rolled-in to base rates in a distribution rate proceeding. 66 Pa. C.S. § 1358(b)(1).

Paragraph 30 of the Settlement addresses when the Company will be permitted to charge the DSIC. Specifically, the Company will be permitted to charge the DSIC at the later of the end of the FPFTY or when the Company’s plant balances exceed the projected levels reflected in the FPFTY. *See* 66 Pa. C.S. § 1358(b) (providing only the fixed costs of new eligible property that have not previously been reflected in the utility’s rate base shall be reflected in the quarterly updates of the DSIC).

Paragraph 31 of the Settlement specifies, as required by the Commission, a mechanism for determining the return on equity to be used in future DSIC calculations. Because settlements do not typically specify a return on equity, the Commission has accepted agreements by settling

parties that the DSIC ROE published in the quarterly earnings reports may be used. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2018-3000124, R-2018-3000829, et al., (Order approving Partial Settlement entered Dec. 20, 2018); *see also Pa. P.U.C., et al. v. Duquesne Light Company*, Docket No. R-2013-2372129 (Order approving Settlement entered April 23, 2014). In this regard, even if there were an ROE determined by litigation in this rate case, it would only be effective for 2 years from the effective date of the rate increase after which the DSIC published return must be used. 66 Pa. C.S. § 1357(b). Because Paragraph 30 of the Settlement precludes use of the DSIC until after the total distribution plant balances exceed those projected at the end of the FPFTY, an ROE specified in the Settlement other than the Commission’s published DSIC return in quarterly reports would be applied to the DSIC only for one year.

Paragraph 33 of the Settlement states that Duquesne Light will continue to use normalization accounting with respect to the benefits of the tax repairs and IRC Section 263A deductions. Duquesne Light will reverse excess deferred income taxes (“EDIT”) with regard to prior tax repairs and IRC Section 263A deductions pursuant to the Average Rate Assumption Method (“ARAM”) used to reverse EDIT associated with accelerated depreciation deductions. In addition, the remaining unamortized EDIT balance will continue as a reduction to rate base in all future base rate proceedings until the full amount is returned to ratepayers. This provision of the Settlement is fully supported by the testimony of Duquesne Light witness Mr. Matthew L. Simpson. *See Duquesne Light St. 12*, p. 10. The Company’s proposals with respect to normalization accounting for the benefits of tax repairs and IRC Section 263A deductions were not opposed and are consistent with the treatment of these issues that was approved as a part of its last base rate case. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al., at pp. 15, 49 (Order approving Settlement entered Dec. 16, 2021).

Paragraph 34 of the Settlement addresses pension contributions. The Company projected to make pension contributions of \$10 million per year over the next six years, *i.e.*, 2024-2029. Duquesne Light St. 2 at 31. Half of those costs are recovered as expense and half are provided initially with non-ratepayer funds and treated as capitalized costs. The Company also proposed a provision, used in its prior rate cases, that any expense recovery from customers for pensions that is not contributed to the pension would be returned to customers. The Company also proposed that Company-provided funds contributed to the pension trust that are not included in rate base under accounting rules be included in rate base in this proceeding. Duquesne Light St. 2 at 30-35. OCA initially opposed the Company's proposed adjustment to rate base. OCA St. 2, p. 13. However, in surrebuttal testimony, OCA accepted the Company's position with respect to capitalization of pension costs based upon the Company's prior settlements and related Commission decisions. OCA St. 2-SR, p. 4.

Paragraph 35 of the Settlement provides for the Company's proposals with regard to the Company's OPEB claim and also provides commitments similar to those for pensions for inclusion in the final order in this proceeding. Duquesne Light St. No. 2, pp. 41-43. This Settlement provision is consistent with prior Company settlements approved by the Commission. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al. (Order entered Dec. 16, 2021); *Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2018-3000124, R-2018-3000829, et al. (Order approving Partial Settlement entered Dec. 20, 2018); *Pa. P.U.C. v. Duquesne Light Company*, Docket No. R-2013-2372129 (Order entered April 23, 2014); *Pa. P.U.C. v. Duquesne Light Company*, Docket No. R-2010-2179522 (Order entered Feb. 24, 2011); *see also* Duquesne Light St. 2 at 35-38.

Paragraph 36 of the Settlement provides for approval of the study used to separate the Company's assets, revenues and expenses into Federal Energy Regulatory Commission ("FERC") and state jurisdictional amounts, with separated amounts used to set rates for interstate and intrastate service. As the separation is typically approved by the Commission, this provision provides the basis for use of the study for FERC's setting of rates for interstate service. This Settlement provision is consistent with prior Company settlements approved by the Commission. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al., *Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2018-3000124, R-2018-3000829, et al. (Order approving Partial Settlement entered Dec. 20, 2018); *Pa. P.U.C. v. Duquesne Light Company*, Docket No. R-2013-2372129 (Order entered April 23, 2014); *Pa. P.U.C. v. Duquesne Light Company*, Docket No. R-2010-2179522 (Order entered Feb. 24, 2011); *see also* Duquesne Light St. 15 at 14-17.

Paragraph 37 provides for the filing of actual data for the FTY and FPFTY after those years are completed. The purpose of this provision is to permit the Commission and Parties to review the accuracy of Company projections in this proceeding. Requests for these reports were made in I&E testimony as a requirement in this proceeding. I&E St. No. 3, pp. 4-5. These reporting requirements are also consistent with prior settlement agreements that have been approved by the Commission.

Finally, Paragraph 38 re-affirms a prior commitment by Duquesne Light to provide notice if annual dividends exceed 85% of annual net income for the preceding twelve months ended March 31. *Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2018-3000124, R-2018-3000829, et al. (Order approving Partial Settlement entered Dec. 20, 2018).

## **C. DUQUESNE LIGHT PROGRAMS**

### **1. UNIVERSAL SERVICE PROGRAMS**

Paragraphs 39 through 60 of the Settlement resolve all issues related to the Company's universal service programs that were raised in this proceeding. These issues are addressed in more detail below.

Paragraphs 39 through 46 of the Settlement address Customer Assistance Program ("CAP") related issues. Under the Settlement, Duquesne Light has agreed to increase its maximum CAP credit, to notifying CAP customers when they reach 75% of their allowable CAP credit, to expand its CAP maximum exemptions, and to track and report on CAP maximum exemptions. These provisions were important to CAUSE-PA in this proceeding in order to assist CAP customers with paying their bills. *See* CAUSE-PA St. 1, pp. 34-48. The Company believes that these programs are a reasonable compromise to attempt to retain low income customers in the CAP program and to achieve the Settlement in this proceeding.

Paragraphs 47 through 49 of the Settlement address OCA's and CAUSE-PA's issues regarding confirmed low-income customers. These provisions clarify certain actions that the Company already takes with respect to confirmed low-income customers and include tariff provisions that mirror the Commission's regulations. *See* OCA St. 5, pp. 33-37; CAUSE-PA St. 1, pp. 21-24.

Paragraphs 50 through 53 address CAP enrollment provisions. OCA and CAUSE-PA requested these provisions in order to attempt to expand CAP enrollment for eligible customers. *See* OCA St. 5, pp. 34-38; CAUSE-PA St. 1, pp. 10-14.

Paragraph 54 addresses cash security deposit issues in response to OCA's concerns. *See* OCA St. 5, pp. 64-66.

Paragraphs 55 and 56 modify two aspects of Duquesne Light's Hardship Fund. Paragraph 55 increases the maximum Hardship grant from \$500 to \$600. Paragraph 56 provides a commitment from the Company to contribute \$350,000 per year to its Hardship Fund for 2025, 2026 and 2027. These provisions will assist customers in paying their bills.

Paragraph 57 provides that Duquesne Light will increase annual funding for LIURP by \$300,000 per year for a total annual budget of \$3.753 million, which will continue to be recovered through Rider No. 5 – Universal Services Charge. This provision addresses concerns by CAUSE-PA and PWPTF regarding the funding level and administration of LIURP. CAUSE-PA St. 1, pp. 54-55; PWPTF St. 1, pp. 6-7.) Duquesne Light believes that these LIURP Settlement provisions constitute a reasonable compromise of the parties' competing litigation positions.

Paragraphs 58 through 59 address Low Income Usage Reduction Program ("LIURP") issues. Paragraph 58 provides that the Company will review its LIURP baseload measures with its Income Eligible Advocacy Group ("IEAG") to account for additional measures for baseload jobs. Paragraph 59 addresses waiver of LIURP high usage requirements for certain CAP customers.

Finally, in Paragraph 60, Duquesne Light has agreed to recalculate its overall Universal Service budget based upon the Settlement provisions.

The Universal Services provisions of the Settlement provide substantial additional protections for low-income customers. While Duquesne Light did not agree to all of these provisions in its testimony, the Company recognizes the need to provide assistance to low-income customers. Duquesne Light believes that the Universal Service provisions of the Settlement reflect a reasonable compromise of the parties' positions in light of the concessions made by all of the Joint Petitioners to achieve the Settlement.

## 2. TRANSPORTATION ELECTRIFICATION PROGRAM AND LOAD MANAGEMENT

Duquesne Light proposed to implement Transportation Electrification Programs (“TE Programs”) in order to increase utilization of and equitable access to safe and reliable electric transportation fuel in the Company’s service territory. Duquesne Light St. 6, p. 4. Duquesne Light further explained that transportation electrification market trends demonstrated there is a need and benefit for utility planning and investment in infrastructure and programs. The Company summarized the proposed TE Programs as follows:

### **Q. Please summarize the Company’s proposed TE Portfolio.**

A. The proposed TE Portfolio consists of three sets of Offerings:

- The first set is the Charging Infrastructure Offerings, comprising activities intended to increase the number of EV charging stations in the Company’s service territory, as a means of facilitating the EV market.
- The second set is the Load Management Offerings, which will build the Company’s knowledge regarding customer response to, administration of, and efficacy of active and passive load management solutions.
- The final set is the Customer Engagement Offerings, which are designed to increase customer knowledge of transportation electrification and allow the Company to engage customers more effectively.

Duquesne Light St. No. 6, p. 4, line 21-p. 5, line 9.

The Company also provided the following Table on page 7 of Duquesne Light St. No. 6 describing each component of the Offerings and the proposed budget for each component.

Component	Description	2025 Budget
<b>Charging Infrastructure Offerings</b>		
Community, Fleet and Transit Charging Pilot	Charging station investment to support Level 2 and DC fast charging stations	\$4,254,924
Home Charging Pilot	Rebates to support Level 2 charging stations.	\$271,750
<b>Load Management Offerings</b>		
EV TOU Distribution Rate Pilot	Rate to encourage customers to shift their EV charging and other household load to off-peak times.	\$263,250
Managed Home Charging Pilot	Customer incentive to reduce EV charging demand during peak events.	\$187,640
<b>Customer Engagement Offerings</b>		
Awareness, Education, and Engagement	Support for customers to make informed decisions about fueling vehicles with electricity.	\$436,000
Electric Fleet Advisory Service	Vehicle and charging infrastructure planning and analysis support for public and private fleet customers.	\$139,500
EV Registration Incentive	\$50 one-time registration incentive for customers who own or lease an EV.	\$116,029
<b>Portfolio Administration</b>		
Incremental Headcount	Addition of two headcount to TE business unit to administer offerings.	\$220,000
	Capital Program Cost For 2025	\$3,901,324
	Expense Program Cost For 2025	\$1,987,769
	Total Program Cost For 2025	\$5,889,093

Parties took various positions with respect to the Company’s TE offerings. Initially, I&E opposed the EV registration incentive component, the Home Charging Pilot and the Residential Managed Charging Pilot. I&E also proposed that Make-Ready Rebate Costs be recovered as expenses rather than capital costs. *See* I&E St. No. 3, pp. 7-8. OCA generally opposed all aspects of the TE portfolio except the electrification education programs. *See* OCA St. 1, pp. 8-11. CAUSE-PA generally sought to ensure that low-income customers would benefit from the TE programs to the extent that they were approved. CAUSE-PA St. No. 1, pp. 81-90.

The Company addressed the parties’ concerns in Rebuttal testimony. Ms. Olexsak explained the need for Duquesne Light to support the development of EVs in its service territory, to collect data, to understand grid impacts, and to generate additional throughput which otherwise lowers costs for all customers. Duquesne Light St. No. 6-R, pp. 6-8.

The Settlement reflects a compromise of parties' positions in this proceeding. Under Paragraph 62, the parties agreed that the Community, Fleet and Transit Pilot be approved with several modifications to address concerns. First, the Company agreed to expand the target percentage of the program serving low-income customers in response to CAUSE-PA's concerns. Settlement ¶ 62(i). In addition, to address I&E's concerns about recovering rebates as capital costs, the Company agreed to withdraw the Make-Ready Rebate proposal and to increase the annual Make-Ready construction budget by \$500,000. Settlement ¶ 62(ii).

During the course of this proceeding, the Company identified potential data collection issues related to the Elective Vehicle ("EV") only Time of Use ("TOU") proposal. Therefore, the Joint Petitioners agreed to withdraw this proposal. *See* Settlement ¶ 63. The Settlement adopts the Company's whole house EV TOU proposal but includes rate factors to further differentiate the on-peak and off-peak rates. These rate factors are adopted to address OCA's concerns about the on-peak rate being set at the same rate as the regular distribution charge. *See* OCA St. 4, pp. 46-49.

In Paragraph 69, the Company agreed to conduct an annual collaborative to discuss TE issues. Further, in Paragraph 70, the Company agreed to extensive TE reporting requirements.

In Paragraph 71, Duquesne Light has agreed to work with its IEAG to develop and implement a plan for facilitating low-income customer engagement in the TE programs. This paragraph addresses CAUSE-PA's concerns about the benefits of TE programs for low-income customers.

In Paragraph 72, Duquesne Light agreed to work with interested stakeholders to explain the development of a new EV distribution rate for public-facing EV chargers. This paragraph

addresses Walmart's issues regarding expanding public access to EV chargers. Walmart St. No. 1, pp. 20-23.

The TE provisions under the Settlement reflect a compromise of parties' positions and will allow the Company to continue and expand upon its existing Pilot programs that were approved in prior base rate proceedings. Duquesne Light strongly supports this continued development of TE in its service territory. The TE programs provide multiple benefits to customers and to the public in general by increasing distribution systems utilization, reducing greenhouse gas emissions, and improving air quality and health, to name a few. Duquesne Light St. No. 6, pp. 14-15.

The TE provisions are in the public interest and Duquesne Light respectfully requests that they be approved without modification.

### **3. OTHER RIDERS AND TARIFF MODIFICATIONS**

Paragraph 73 provides for the continued approval of the Company's Community Development Rider. This Rider provides for an incentive to attract new load to the Company's system. This Rider was approved in the Company's last base rate proceeding. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al., at pp. 26-27 (Order approving Settlement entered Dec. 16, 2021).

In this proceeding, the Company proposed to reset the discount rate effective January 1, 2025 and to allow a grace period for the discount rate to start when a new contract is signed. Duquesne Light St. No. 14, p. 35. No party challenged the Community Development Rider in this proceeding. The Rider is in the public interest because it will provide an incentive for new load to connect to the system, which can provide a substantial benefit to existing customers.

Paragraph 74 provides for approval of the Company's Behavior Demand Response Pilot. No party opposed this Pilot. The Behavior Demand Response Pilot is described in Duquesne Light Statement No. 4. The Pilot will encourage residential customers to voluntarily decrease their

electricity consumption during peak demand periods by providing monetary incentives. The Pilot is in the public interest because it will allow the Company to investigate reliable non-wire solutions to help maintain system reliability and affordability. *See* Duquesne Light St. No. 4, pp. 33-45.

#### **4. BUILDING ELECTRIFICATION PROGRAM**

In this proceeding, the Company proposed a Building Electrification (“BE”) Program to encourage additional electrification in its service territory. The BE Program included three components, including:

- a. Building Electrification Awareness, Education and Engagement (“AEE”) Program;
- b. Workforce Development and Contractor Network Program; and
- c. Customer Incentive Program, which included proposed rebates.

Duquesne Light St. No. 5, p. 10.

In testimony, I&E opposed the Company’s BE Program, arguing that it was inconsistent with Act 129 and did not benefit a large number of customers. I&E St. No. 1, p. 18. OCA did not oppose the education component of the BE Program but opposed the rebate portion. OCA St. 1, p. 16.

The Company addressed these concerns in its Rebuttal testimony, explaining that the BE Program was not contrary to Act 129 but was designed to promote efficient electrification. The Company also explained that the BE Program costs were minimal and are designed in large part to educate customers about the benefits of additional electrification. Duquesne Light St. No. 5-R, p. 10.

The Settlement reflects a compromise of parties’ positions regarding the BE Program. The Settlement provides for approval of the education, workforce development, and Low-Income Housing Provider programs, while at the same time providing that the Company is withdrawing

the rebate/incentive components of the Program. Settlement ¶¶ 76-78. The Settlement provisions provide for a reasonable compromise of parties' positions on the BE Program issues and are in the public interest.

#### **D. REVENUE ALLOCATION AND RATE DESIGN**

Paragraph 79 of the Settlement provides that the revenue allocation to each class at the net settlement increase of \$53 million as reflected in **Appendix B**. This provision further provides that the revenue allocation reflected in **Appendix B** is a "black box" agreement representing a compromise among the parties' filed revenue allocation proposals and it does not reflect any agreement among the Settling Parties regarding the appropriate cost allocation methodology.

In reaching the allocation of the increase to the classes, the Parties have generally compromised their positions to achieve the Settlement. The primary tool for allocating increases to the rate classes is a class cost of service study. The Company, OSBA, and OCA submitted studies in this proceeding. The Company corrected its COSS in rebuttal based upon an error identified through the discovery process.

The Company's corrected allocation is generally between OCA's and OSBA's proposed allocations. *See* Duquesne Light Exh. 6-10(C); OCA St. 4, p. 36; OSBA St. No. 1, p. 32. At the Settlement revenue increase, the increases in rates for customers are basically scaled back from the Company corrected allocation, with minor adjustments, to reflect the lower revenue increase. Consistent with Commission practice, rate reductions are not reflected in the Settlement and no party was proposed to have a rate decrease under any study.

With regard to rate design, the Parties agreed to increase the base rate residential customer charge from \$12.50 to \$13.00 per month. This was a compromise of parties' positions in this proceeding as the Company had initially proposed a customer charge of \$15.00 whereas OCA proposed to retain the current residential customer charge of \$12.50. Notably, the Company's

residential customer charge was not increased in its last base rate proceeding in 2021. *See Pa. P.U.C., et al. v. Duquesne Light Company*, Docket Nos. R-2021-3024750, et al., at p. 28 (Order approving Settlement entered Dec. 16, 2021).

An analysis of the impact of the Settlement rates on residential customers is provided in Table 1, page 3 of the Settlement. As noted therein, the total bill impact to Residential customers under the Settlement is approximately a 4% increase as opposed to the original proposed total bill increase of approximately 6.52%. Appendix D to the Settlement provides a bill impact analysis for all rate schedules.

Paragraph 81 memorializes the Company's decision to close Rate Schedule RA to new customers and to sunset it by calendar year 2030. As noted by Company witness Ogden, RA is a legacy rate added years ago to smooth out demand following the construction of several nuclear generating plants. *Duquesne Light St. No. 14*, p. 14. It is no longer needed in today's restructured environment.

#### **E. CUSTOMER SERVICE**

In this proceeding, OCA and CAUSE-PA proposed several conditions that were designed to improve the Company's customer service performance and metrics. Under Paragraphs 82 through 85 of the Settlement, Duquesne Light has agreed to several conditions that are designed to assist the Company in maintaining and improving its customer service. These conditions include developing protocols for analyzing complaint trends, improving compliance training, educating customers about non-basic service programs and involving stakeholders in meetings to discuss ways to improve customer service performance.

Duquesne Light places significant emphasis on maintaining and improving customer performance. The Settlement provides a reasonable compromise of parties' positions on these issues and should be approved.

## **F. ELECTRIC SAFETY**

Paragraphs 86 through 88 adopt certain provisions requested by I&E related to advanced microprocessor relay research, refurbishing transformers, and eliminating direct charges, where possible, to customers under the Company's Make Safe Program. *See*, I&E St. No. 4, pp. 4-5, 6, 9. Duquesne Light believes that these provisions will enhance safety and efficiency and that they are in the public interest.

## **IV. CONCLUSION**

This Settlement is the result of detailed examination of Duquesne Light's proposed 2024 Base Rate Case, extensive discovery by numerous parties, multiple rounds of testimony and reasonable compromise by knowledgeable Joint Petitioners. Duquesne Light believes that a fair and reasonable compromise has been achieved in this case, particularly given the fact that the settling parties have such diverse and competing interests in this proceeding and have reached a Settlement on all issues. Duquesne Light fully supports this Settlement and respectfully requests that Deputy Chief Administrative Law Judge Mark A. Hoyer recommend and the Pennsylvania Public Utility Commission:

- (i) Approve the Joint Petition for Approval of Settlement without modification;
- (ii) Approve the proposals set forth in Duquesne Light's above-captioned distribution base rate increase filing subject to the terms and conditions of the Joint Petition for Approval of Settlement;
- (iii) Approve the *pro forma* tariff attached to the Joint Petition for Approval of Settlement as Appendix A;
- (iv) Approve the proof of revenues attached to the Joint Petition for Approval of Settlement of All Issues as Appendix B;

- (v) Mark the Formal Complaints filed by OCA, OSBA, and the individual customer complainants as satisfied and closed; and
- (vi) Mark the investigation at Docket No. R-2024-3046523 closed.

Respectfully submitted,



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Date: August 16, 2024

*Counsel for Duquesne Light Company*

# **APPENDIX G**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket Nos.: R-2024-3046523
	:	
Duquesne Light Company	:	
Base Rates	:	
	:	
	:	

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**BUREAU OF INVESTIGATION AND ENFORCEMENT  
STATEMENT IN SUPPORT OF  
JOINT PETITION FOR SETTLEMENT**

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**TO: DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE MARK A HOYER:**

**I. INTRODUCTION**

The Bureau of Investigation and Enforcement (I&E) of the Pennsylvania Public Utility Commission (PUC or Commission), by and through its Deputy Chief Prosecutor Carrie B. Wright, hereby respectfully submits that the terms and conditions of the foregoing Joint Petition for Approval of Settlement of All Issues (Joint Petition or Settlement) are in the public interest and represent a fair, just, and reasonable balance of the interests of the Duquesne Light Company (Duquesne or DLC or the Company), I&E, the Office of Consumer Advocate (OCA), the Office of Small Business Advocate (OSBA), the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (CAUSE-PA), the Pennsylvania Weatherization Providers Task Force, Inc.

(PWPTF), and Walmart, Inc. (Walmart) (hereinafter collectively referred to as the Joint Petitioners), and the Duquesne ratepayers.

## **II. BACKGROUND**

I&E is charged with representing the public interest in Commission proceedings related to rates, rate-related services, and applications affecting the public interest. In negotiated settlements, it is incumbent upon I&E to identify how amicable resolution of any such proceeding may benefit the public interest and to ensure that the public interest is served. Based upon I&E's analysis of the Duquesne base rate filing, acceptance of this proposed Settlement is in the public interest and I&E recommends that the Administrative Law Judges and the Commission approve the Settlement in its entirety.

On March 20, 2024, Duquesne filed with the Commission, Supplement No. 71 to Duquesne Light's Tariff – Electric Pa. P.U.C. No. 25 (Supplement No. 25). Supplement 25 proposed changes to Duquesne Light's base retail distribution rates designed to produce an overall annual increase in distribution revenue of approximately \$133 million, of which approximately \$32 million of revenues are currently recovered through surcharges, resulting in a net increase of \$101 million.

On April 4, 2024, the Commission entered an Order suspending the implementation of proposed Duquesne Light Supplement No. 25 by operation of law until December 20, 2024, and opening an investigation to determine the lawfulness, justness, and reasonableness of the rates, rules, and regulations contained in Duquesne's proposed Supplement No. 25. The Commission also stated the investigation shall include

consideration of the lawfulness, justness, and reasonableness of Duquesne's existing rates, rules, and regulations.

The case was assigned to the Office of Administrative Law Judge for the prompt scheduling of such hearings as may be necessary culminating in the issuance of a Recommended Decision. A telephonic Prehearing Conference was scheduled for April 22, 2024 beginning at 10:00 am before Deputy Chief Administrative Law Judge Mark Hoyer. At that prehearing conference, a litigation schedule was established.

All parties undertook comprehensive discovery in this proceeding after the filing was made and continued to conduct discovery throughout the litigation and settlement negotiation process.

In accordance with the procedural schedule established at the prehearing conference, I&E served to all active parties the following pieces of testimony and accompanying exhibits from the I&E witnesses:

I&E Statement No. 1 and I&E Exhibit No. 1 –  
the Direct Testimony of I&E witness Zachari Walker;

I&E Statement No. 1-R and I&E Exhibit No. 1-R –  
the Rebuttal Testimony of I&E witness Zachari Walker;

I&E Statement No. 1-SR and I&E Exhibit No. 1-SR–  
the Surrebuttal Testimony of I&E witness Zachari Walker;

I&E Statement No. 2 and I&E Exhibit No. 2 –  
the Direct Testimony of I&E witness Christopher Keller;

I&E Statement No. 2-SR –  
the Surrebuttal Testimony of I&E witness Christopher Keller;

I&E Statement No. 3 –  
the Direct Testimony of I&E witness Ethan Cline;

I&E Statement No. 3-SR and I&E Exhibit No. 3-SR –  
the Surrebuttal Testimony of I&E witness Ethan Cline;

I&E Statement No. 4 and I&E Exhibit No. 4 –  
the Direct Testimony of I&E witness James Campbell;

In accordance with Commission policy encouraging settlements at 52 Pa. Code § 5.231 and § 69.401 as they often achieve results preferable to a fully litigated proceeding, I&E participated in multiple settlement discussions with DLC and the Parties to the proceeding. Following extensive settlement negotiations, the Joint Petitioners reached a full settlement of all issues as set forth in detail in the Joint Petition.

### **III. SETTLEMENT**

I&E is charged with representing the public interest in Commission proceedings related to rates, rate-related services, and applications affecting the public interest. In negotiated settlements, it is incumbent upon I&E to identify how amicable resolution of any such proceeding may benefit the public interest and to ensure that the public interest is served. “The prime determinant in the consideration of a proposed Settlement is whether the settlement is in the public interest.”<sup>1</sup> The Commission has recognized that a settlement “reflects a compromise of the positions held by the parties of interest, which, arguably fosters and promotes the public interest.”<sup>2</sup>

Settlements conserve precious administrative resources and provide regulatory certainty with respect to the disposition of issues with results that are often preferable to those achieved at the conclusion of a fully-litigated proceeding; and, provide a final resolution of adversarial proceedings which, in the Commission’s judgement, is

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<sup>1</sup> *Pennsylvania Public Utility Commission v. Philadelphia Electric Company*, 60 PA PUC 1, 22 (1985).

<sup>2</sup> *Pennsylvania Public Utility Commission v. C S Water and Sewer Associates*, 74 PA PUC 767, 771 (1991).

preferable.<sup>3</sup> The very nature of a settlement requires a review and discussion of all issues raised by the parties' and a negotiated compromise on the part of all parties.

I&E submits that this Settlement balances the interests of the Company, its customers, the Joint Petitioners, and the parties in a fair and equitable manner and presents a resolution for the Commission's adoption that best serves the public interest. Furthermore, the negotiated Settlement demonstrates that compromises are evident throughout the Joint Petition. Accordingly, for the specific reasons articulated below to achieve the full scope of benefits addressed in the Settlement; I&E requests that the Settlement be recommended by ALJ Hoyer, and approved by the Commission, without modification.

**A. GENERAL**

The Joint Petitioners agree that the terms of this Settlement reflect a carefully balanced compromise of the interests of all the active Parties in this proceeding. The Joint Petitioners agree that, subject to the terms and conditions of the Settlement set forth in the Joint Petition, Duquesne's distribution base rate increase filing should be approved. Further, the Settlement provides for increases in rates, as set forth in the form of tariff supplement attached as Appendix A and the proof of revenues attached as Appendix B to the Joint Petition.

**B. REVENUE REQUIREMENT AND ACCOUNTING  
(Joint Petition ¶¶ 28-38).**

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<sup>3</sup> See generally 52 Pa. Code § 5.231 and § 69.401.

In the Settlement, the Joint Petitioners agreed to settlement terms regarding revenue requirement including the overall annual distribution revenue increase; stay out; DSIC-eligible plant balance; and, DSIC calculation return on equity. Specifically, the settlement terms regarding these issues are as follows:

**1. Annual Distribution Revenue Increase (Joint Petition ¶ 28)**

Duquesne Light will be permitted to submit a revised tariff supplement designed to produce increased distribution operating revenues of \$85.1 million based upon the pro forma level of operations for the twelve months ended December 31, 2025, inclusive of the \$32.1 million of revenues recovered under current surcharges, for a net increase in revenues of \$53 million. This is in lieu of the as-filed requested increase of approximately \$133 million, which included approximately \$32 million in DSIC revenues. The settlement as to revenue requirement shall be a “black box” settlement, except for the items specifically set forth in the Joint Petition.

I&E engaged in extensive discovery and submitted extensive testimony regarding the proposed overall annual distribution revenue increase that was proposed in Duquesne’s base rate filing. In its direct testimony, I&E discussed several significant adjustments, modifications, and recommendations regarding Duquesne’s filing that had the potential to have significant impacts to the proposed overall annual distribution revenue increase. The adjustments, modifications and recommendations made by the I&E witnesses that were discussed included, but were not limited to, the following.

I&E witness Zachari Walker presented the overall I&E revenue requirement recommendation in his testimony. As summary of the I&E recommended adjustments

can be found on page 3 of Mr. Walker’s Surrebuttal testimony.<sup>4</sup> While as a black box settlement the settled revenue requirement is not based upon these adjustments, it is demonstrative of the types of adjustments that would have otherwise been litigated. Further, Mr. Walker notes that I&E’s recommended revenue requirement as of Surrebuttal testimony represents an increase of \$52,698,000.<sup>5</sup> I&E notes that the agreed upon increase net of the DSIC surcharge of \$53 million in this settlement is very close to the I&E litigation position of approximately \$52 million demonstrating the reasonableness of the agreed upon revenue requirement. I&E fully supports the negotiated level of overall distribution rate revenue increase as compared to Duquesne’s original proposal. While the overall revenue requirement is a “black box” compromise, the overall revenue levels are within the levels advanced on the evidentiary record and reflect a compromise of revenue-related issues raised by the parties. And, as a “black box” settlement, unless specifically addressed below, the Settlement does not reflect agreement upon individual issues. Therefore, in consideration of the extensive testimony presented by all of the parties to this proceeding, I&E fully supports the negotiated level of overall distribution rate revenue increase as a full and fair compromise that provides Duquesne Light, the Joint Petitioners, affected ratepayers, and the Commission with a level of regulatory certainty and a negotiated resolution of these issues, all of which is in the public interest.

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<sup>4</sup> I&E Statement No. 1-SR, p. 3.

<sup>5</sup> I&E Statement No. 1-SR, p. 4.

## **2. Stay Out (Joint Petition ¶ 29)**

Per the terms of the Settlement, Duquesne will not file a proposed general increase in distribution rates prior to March 20, 2026. This provides ratepayers with a level of rate stability that would not typically be available in fully litigation base rate case. As a result, I&E supports this provision as being in the public interest.

## **3. Distribution System Improvement Charge (DSIC) Plant Balances. (Joint Petition ¶ 30)**

As of the effective date of rates in this proceeding, Duquesne Light will be eligible to include plant additions in the DSIC at the later of, (1) the end of the FPFTY, and (2) once the total FPFTY account balances exceed \$4,862,202,000, which are the levels projected by the Company in this proceeding at December 31, 2025 per DLC Exhibit 2, Book 5, Schedule D1.

I&E notes that this provision is in the public interest and benefits both PAWC and its ratepayers. First, DLC benefits because it will have access to DSIC funding for necessary infrastructure improvements which helps to ensure DLC is able to meet its obligation to provide its customers with safe and reliable service. Second, customers will benefit because they will not need to fund the DSIC any earlier than the latter of the end of the FPFTY or once total account balances exceed \$4,862,202,000. In sum, ratepayers will have a defined period of time during which they will be relieved from paying any DSIC costs which affords some level of rate stability, and, in addition, even when the DSIC charge becomes effective, the customers will benefit from the assurance that

improved infrastructure will allow the Company to continue to provide safe and reliable service.

**4. DSIC Calculation. (Joint Petition ¶ 31)**

For purposes of calculating its DSIC, Duquesne Light shall use the equity return rate for electric utilities contained in the Commission's most recent Quarterly Report on the Earnings of Jurisdictional Utilities and shall update the equity return rate each quarter consistent with any changes to the equity return rate for electric utilities contained in the most recent Quarterly Earnings Report, consistent with 66 Pa. C.S. § 1357(b)(3), until such time as the DSIC is reset pursuant to the provisions of 66 Pa. C.S. § 1358(b)(1).

I&E did not submit testimony regarding the DSIC calculation return on equity.

I&E recognizes that 66 Pa. C.S. § 1357(b)(3) provides in pertinent part:

If more than two years have elapsed between the entry of a final order and the effective date of the distribution system improvement charge, the equity return rate used in the calculation shall 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.

Therefore, I&E does not oppose this settled upon term, as stated in the Joint Petition, as a full and fair compromise that provides Duquesne, the Joint Petitioners and the Commission with a level of regulatory certainty and resolution of this issue, all of which is in the public interest.

**5. Total Company Jurisdictional Report (Joint Petition ¶ 37).**

In the Settlement Duquesne Light agrees that it will file a Total Company Pennsylvania jurisdictional report showing capital expenditures, plant additions and

retirements, by month, for the Future Test Year (FTY) ending December 31, 2024, and the FPFTY ending December 31, 2025, by July 31 of each of the years following the test years. In Duquesne Light's next base rate proceeding, the Company will prepare a comparison of its actual expenses and rate base additions for the twelve months ending December 31, 2025, to its projections in this case.

As explained by I&E witness Cline, reviewing how closely DLC's projected investments correlate with its actual investments is information valuable to the parties in a rate case.<sup>6</sup> Updates such as these provided by a utility show how accurate the Company's past projections are and provides the actual data upon which the parties will be able to gauge the accuracy of such projections. Therefore, I&E supports this term as being in the public interest.

### **C. DUQUESNE LIGHT PROGRAMS (JOINT PETITION ¶¶ 39-60)**

#### **1. Universal Service Program (Joint Petition ¶¶ 39-60)**

Regarding Universal Service Programs, I&E witness Walker addresses two issues in his Rebuttal testimony.<sup>7</sup> Those issues were DLC's Low-Income Usage Reduction Program (LIURP) budget and the Company's annual Hardship Fund grant assistance funding.

In the Settlement, DLC has agreed to increase the maximum Hardship Grant from \$500 to \$600, contribute \$350,000 per year in shareholder funding to its Hardship Fund

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<sup>6</sup> I&E St. No. 3, p. 5.

<sup>7</sup> I&E St. No. 1-R.

for 2025, 2026, and 2027, and rollover any unspent funds, and increase its existing Smart Comfort LIURP budget by \$300,000 per year.

In testimony I&E opposed CAUSE-PA witness Geller's recommendation to increase the LIURP budget by an additional \$1,000,000 per year.<sup>8</sup> I&E witness Walker noted that it was inappropriate to address this budget in the instant proceeding and suggested that the appropriate forum would be a universal service proceeding.<sup>9</sup> Similarly I&E witness Walker recommended that the more appropriate forum for an increase to the Hardship Fund would be a universal service proceeding, noting that CAUSE-PA witness Geller did not clearly specify the funding source of this increase.<sup>10</sup>

As noted above, DLC is committing to contribute \$350,000 per year in **shareholder** funding to its Hardship Fund for 2025, 2026, and 2027. This eliminates the concern identified by witness Walker that ratepayers will need to bear the burden of this \$350,000 increase. Additionally, regarding LIURP funding, while I&E generally believes that a universal service proceeding is the more appropriate forum to increase this budget I&E also recognizes that a settlement reflects compromise on the part of all parties. The increase is less substantial than that which was recommended by CAUSE-PA witness Geller, but significant enough to assist low-income ratepayers, which is an important consideration. This is a reasonable compromise which balances the interest of DLC and its ratepayers.

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<sup>8</sup> I&E St. No. 3-R, p. 3

<sup>9</sup> I&E St. No. 3-R, p. 3.

<sup>10</sup> I&E St. No. 3-R, pp. 6-7.

These terms of the Settlement serve to protect vulnerable low-income customers who are facing financial hardship while not imposing undue financial burden on non-low-income customers who must pay for these programs. As such, I&E submits that the proposed terms are in the public interest.

## **2. Transportation Electrification Portfolio and Load Management**

In the Settlement, the Joint Petitioners agreed, as more fully described in the Joint Petition, that Duquesne Light's proposed Transportation Electrification ("TE") Programs, as described in DLC Statement No. 6, is resolved by the terms and conditions detailed in the Joint Petition.

I&E submitted extensive testimony regarding the TE Programs.<sup>11</sup> I&E expressed concern about some of the programs and recommended changes to, or in some instances acceptance of those programs. For instance, I&E was concerned I&E was concerned that low-income customers would not be able to afford the cost of an electric vehicle (EV) or a level 2 charging station meaning that those customers who cannot afford an EV would have to subsidize those who can afford one.<sup>12</sup> Regarding the MH Charging Pilot, witness Walker noted that the program only targets 0.083% of customers making it inappropriate to require all ratepayers to fund the program.<sup>13</sup> Additionally, regarding the EV Registration Incentive Program, I&E witness Walker explained that the program will likely provide useful information that can ultimately save all ratepayers money by

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<sup>11</sup> I&E St. No. 1, pp. 30-39; I&E St. No. 1-SR, pp. 24-32.

<sup>12</sup> I&E St. No. 1-SR, pp. 28-29.

<sup>13</sup> I&E St. No. 1-SR, p. 29.

streamlining distribution infrastructure improvements to areas that require additional investment and potentially reducing loss of service due to system load among other factors. Thus, I&E am updated its recommendation to accept the EVRI costs for ratemaking purposes.<sup>14</sup>

However, in consideration of all of the testimony presented and the settlement negotiations, I&E supports the TE Programs settlement terms as stated in the Joint Petition as a full and fair compromise that provides Duquesne, the Joint Petitioners, affected ratepayers, and the Commission with a level of regulatory certainty and resolution of the issue, all of which is in the public interest. As part of the settlement DLC has agreed to convene a collaborative with the parties to discuss the TE Portfolio which will provide useful and valuable information about these programs that will allow the parties to make informed decisions regarding these programs in future proceedings. The terms contained in this portion of the settlement agreement represent a reasonable balance of the interests of Duquesne and its customers. Therefore, I&E supports them as being in the public interest.

**3. Other Riders and Tariff Modifications (Joint Petition ¶¶ 73-75)**

I&E did not specifically address these issues in testimony but supports these terms in the context of the totality of the settlement.

**4. Building Electrification Program (Joint Petition ¶¶ 76-78)**

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<sup>14</sup> I&E St. No. 1-SR, p. 29.

Regarding its Building Electrification (BE) Program the Company agrees to withdraw the Customer Incentives component, including related rebates/incentives, of the BE Program as set forth in Duquesne Light St. No. 5, p. 30. The BE Program will be modified to include only the following components and related costs as set forth in Duquesne Light St. No. 5, p. 30: Awareness, Education & Engagement (AEE), and Workforce Development & Contractor Network. The Low-Income Housing Provider Program is approved with a budget not to exceed \$100,000 per year. The Low-Income Housing Provider Program is a three-year pilot beginning in January 2025 through December 2027.

I&E presented extensive testimony regarding the BE Pilot.<sup>15</sup> I&E witness Walker explained, as the program was set up very small percentage of ratepayers would benefit from the BE Pilot program while all ratepayers will be burdened with the substantial costs included in the Company's BE Pilot program proposal. Because this pilot program simultaneously increases the bills of all ratepayers and only benefits a small group of customers while additionally providing new revenues to the Company, I&E ultimately recommended that the expenses for the BE Pilot program of \$1,181,000 be disallowed for ratemaking purposes.<sup>16</sup>

However, per the Settlement, DLC has agreed that the BE program will only include the Awareness, Education, & Engagement (AEE) and Workforce Development &

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<sup>15</sup> I&E St. No. 1, pp. 15-18; I&E St. No. 1-SR, pp. 12-14.

<sup>16</sup> I&E St. No. 1-SR, pp. 13-14.

Contractor components. Further the Company agreed to limit the Low-Income Housing Provider Program to a budget not to exceed \$100,000 per year for a three year pilot from January 2025 through December 2027.

Because the components of the BE program DLC has agreed to are largely educational, or in the case of the Low-Income Housing Provider Program, limited in budget and timeframe, the concerns expressed by I&E in testimony are largely mitigated. The remaining terms are reasonable and balance the needs of both Duquesne and its ratepayers. Therefore, I&E supports these terms as being in the public interest.

**D. REVENUE ALLOCATION AND RATE DESIGN  
(Joint Petition ¶¶ 79-81).**

In the Settlement, the Joint Petitioners agreed the revenue allocation to each class at the net settlement increase of \$53 million is reflected in Appendix B attached to the Joint Petition. This revenue allocation is a “black box” agreement representing a compromise among the parties’ filed revenue allocation proposals and it does not reflect any agreement among the Settling Parties regarding the appropriate cost allocation methodology. Further, the parties retain all rights to challenge, refute, or propose modifications to the allocation of universal service costs to all customer classes in future proceedings.

Additionally, it is agreed the Company’s residential RS rate, RH rate, and RA rate customer charges will be set at \$13.00 per month. Additionally, for all other rate class customer charges, the proposed changes in customer charges are in line with what I&E would have expected the outcome to be had the case been fully litigated. I&E submitted

testimony regarding the Company's cost of service and customer cost analysis, as well as the proposed revenue allocation/rate design and monthly customer charges.<sup>17</sup> Overall, I&E recommended that if the Commission granted an increase less than the full amount of the requested increase, then the Commission should apply a scale-back plan across the rate classes and the customer charges should be included in the scale-back plan.<sup>18</sup>

In consideration of all of the testimony presented and lengthy negotiations, I&E supports the revenue allocation and rate design settlement terms as stated in the Joint Petition as a full and fair compromise that provides Duquesne, the Joint Petitioners, affected ratepayers, and the Commission with a level of regulatory certainty and resolution of the revenue allocation/rate design issue, all of which is in the public interest.

**E. CUSTOMER SERVICE (Joint Petition ¶¶ 82-85).**

I&E did not provide testimony on customer service-related issues. I&E however, supports these terms as being in the public interest when reviewing the settlement as a whole. Customer interests are an important component of base rate cases and these terms serve to protect those interests.

**F. ELECTRIC SAFETY (Joint Petition ¶¶ 86-88).**

DLC has agreed to continue the advanced microprocessor relay research in their distribution applications to electrically detect and effectively isolate energized primary distribution lines that have fallen and remain energized; continue its process to remove,

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<sup>17</sup> I&E St. No. 3, pp. 13-17; I&E St. No. 3-SR, pp. 13-14.

<sup>18</sup> I&E St. No. 3, 21.

refurbish, and reinstall transformers that have not reached the end of their useful to help mitigate the supply chain restraints; and take steps to eliminate direct charges to customers for its Make Safe program where reasonably possible.

I&E presented testimony from electric safety witness James Campbell.<sup>19</sup> Regarding microprocessor relay research, witness Campbell recommended further testing, research, and examination of possible factory support to provide better detection capabilities with the devices DLC already has in place. DLC's agreement to continue its research in this area helps to satisfy Mr. Campbell's concern. As explained by witness Campbell, downed and energized primary lines represent one of the most hazardous conditions throughout this state. DLC's commitment to reducing this hazard is commendable.<sup>20</sup>

DLC's procedure for Make-Safe work orders provides a good basis for protecting its customers from accidental electrical contact. Taking steps to eliminate direct charges to customers for this program should help to reduce electrical contact incidents in its service territory. It is important that customers and contractors utilize this service when doing work near above ground or underground power lines and equipment. Eliminating direct costs where possible will help to ensure the maximum number of customers make use of DLC's make-safe service which will, therefore, improve safety. Moving in this

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<sup>19</sup> I&E St. No. 4.

<sup>20</sup> I&E St. No. 4, p. 8.

direction will help to reduce the number of accidental electrical contact incidents in its operating territory.

Regarding DLC's commitment to remove, refurbish, and reinstall transformers that have not reached the end of their useful to help mitigate the supply chain restraints, witness Campbell notes the following: "DLC is addressing the supply chain shortages by making adjustments to its project planning in regard to its system operation needs. Refurbishing large items such as power transformers for continued use in the system may be a cost effective and procurement incentive for other utilities to consider."<sup>21</sup>

Electric safety is important to I&E. The terms of this settlement serve to ensure that Duquesne's customers will continue to receive safe and reliable service.

#### **IV. THE SETTLEMENT SATISFIES THE PUBLIC INTEREST**

I&E represents that all issues raised in testimony have been satisfactorily resolved through discovery and discussions with the Company or are incorporated or considered in the resolution proposed in the Settlement. This Settlement exemplifies the benefits to be derived from a negotiated approach to resolving what can appear at first blush to be irreconcilable regulatory differences. Joint Petitioners have carefully discussed and negotiated all issues raised in this proceeding, and specifically those addressed and resolved in this Settlement. Further line-by-line identification of the ultimate resolution of the disputed issues beyond those presented in the Settlement is not necessary as I&E

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<sup>21</sup> I&E St. No. 4, pp. 8-9.

represents that the Settlement maintains the proper balance of the interests of all parties. I&E is satisfied that no further action is necessary and considers its investigation of this rate filing complete.

I&E submits that the acceptance of this Settlement negates the need for evidentiary hearings, which would compel the extensive devotion of time and expense for the preparation, presentation, and cross-examination of multiple witnesses, the preparation of Main and Reply Briefs, the preparation of Exceptions and Replies, and the potential of filed appeals, all yielding substantial savings for all parties and ultimately all customers. Moreover, the Settlement provides regulatory certainty with respect to the disposition of issues and final resolution of this case which all parties agree benefits their discrete interests.

The Settlement is conditioned upon the Commission's approval of all terms without modification. Should the Commission fail to grant such approval or otherwise modify the terms and conditions of the Settlement, it may be withdrawn by the Company, I&E, or any other Joint Petitioner.

I&E's agreement to settle this case is made without any admission or prejudice to any position that I&E might adopt during subsequent litigation in the event that the Settlement is rejected by the Commission or otherwise properly withdrawn by any other parties to the Settlement.

If the ALJs recommend that the Commission adopt the Settlement as proposed, I&E agrees to waive the filing of Exceptions. However, I&E does not waive its right to file Replies to Exceptions with respect to any modifications to the terms and conditions

of the Settlement or any additional matters that may be proposed by the ALJs in their Recommended Decision. I&E also does not waive the right to file Replies in the event any other party files Exceptions.

**WHEREFORE**, the Commission's Bureau of Investigation and Enforcement represents that it supports the Joint Petition for Settlement as being in the public interest and respectfully requests that Deputy Chief Administrative Law Judge Mark Hoyer recommend, and the Commission approves, the terms and conditions contained in the Joint Petition for Settlement.

Respectfully Submitted,



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Carrie B. Wright  
Deputy Chief Prosecutor  
PA Attorney ID No. 208185

Bureau of Investigation and Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
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Dated: August 16, 2024

# **APPENDIX H**

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission,	:	
	:	
v.	:	Docket No. R-2024-3046523
	:	
Duquesne Light Company	:	

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STATEMENT OF THE OFFICE OF CONSUMER  
ADVOCATE IN SUPPORT OF THE JOINT  
PETITION FOR APPROVAL OF SETTLEMENT

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The Office of Consumer Advocate (OCA), one of the signatory parties to the Joint Petition for Approval of Settlement Stipulation (Settlement), finds the terms and conditions of the Settlement to be in the public interest for the following reasons:

**I. INTRODUCTION**

On March 20, 2024, Duquesne Light Company (Duquesne or the Company) filed Supplement No. 71 to Tariff Electric – PA. P.U.C. No. 25 (Supplement No. 71) to become effective May 20, 2024. Duquesne’s tariffs propose to increase the total annual operating revenues by approximately \$133 million<sup>1</sup> per year, or 16%, over the amount of annual distribution revenues at present rates for the Fully Projected Future Test Year (FPFTY), ending December 31, 2025.

Duquesne is engaged in the business of providing electric service to approximately 605,000 customers. The Company provides electric service to customers in the greater Pittsburgh region, specifically in Allegheny and Beaver counties.

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<sup>1</sup> The \$133 million amount is inclusive of the Company’s claim of \$32 million in existing surcharge revenue that it sought to roll into rates in this proceeding, so the net increase sought was \$101 million as stated in the OCA’s Formal Complaint.

On March 22, 2024, the Office of Consumer Advocate (OCA) filed a Formal Complaint and Public Statement. The Bureau of Investigation and Enforcement (I&E) filed a Notice of Appearance on March 28, 2024. On March 29, 2024, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) filed a Petition to Intervene. On April 5, 2024, the Office of Small Business Advocate (OSBA) filed its Formal Complaint and Public Statement. On April 15, 2024, the Pennsylvania Weatherization Providers Task Force, Inc. (PWPTF) filed a Petition to Intervene. On April 30, 2024, the International Brotherhood of Electrical Workers, AFL-CIO, Local Union 29 (IBEW Local 29) filed a Petition to Intervene. On May 2, 2024, Walmart filed a Petition to Intervene. On July 25, 2024, the City of Pittsburgh filed a Petition to Intervene.

On April 4, 2024, the Commission issued a Suspension Order, initiating an investigation into the lawfulness, justness, and reasonableness of the proposed rate increase requests, and suspended the effective date of Supplement No. 71, by operation of law. The Commission assigned this proceeding to the Office of Administrative Law and further assigned this proceeding to Deputy Chief Administrative Law Judge Mark Hoyer. ALJ Hoyer issued a Prehearing Conference Order on April 15, 2024, directing parties to file and serve a Prehearing Memorandum on Friday, April 19, 2024, and scheduled a telephonic Prehearing Conference for April 22, 2024, at 11 a.m.

ALJ Hoyer conducted the Prehearing Conference on April 22, 2024. At that Prehearing Conference a litigation schedule was established and modifications to the discovery rules were adopted. In accord with the litigation schedule, on June 11, 2024, OCA, I&E, OSBA, CAUSE-PA, Walmart and PWPTF submitted direct testimonies. On July 10, 2024, OCA, I&E and Duquesne submitted rebuttal testimonies. On July 23, 2024, OCA, I&E, OSBA and CAUSE-PA submitted surrebuttal testimonies. On July 26, 2024, Duquesne submitted its rejoinder testimonies. On July

29 and 30, 2024, evidentiary hearings were held by ALJ Hoyer for the purpose of stipulating all parties' testimonies into the evidentiary record, as the parties had agreed to waive cross examination of witnesses.

Duquesne, I&E, OCA, OSBA, CAUSE-PA, PWPTF, and Walmart (collectively the Joint Petitioners) engaged in extensive settlement discussions in an attempt to resolve the issues presented in this proceeding. On August 9, 2024, the Joint Petitioners reached a complete settlement in principle that resulted in the Joint Petition for Approval of Settlement. IBEW Local 29 and the City of Pittsburgh have indicated that they do not oppose the Settlement.

The OCA submits that the Settlement is in the public interest and should be approved without modification.

## **II. SETTLEMENT TERMS AND CONDITIONS**

The Commission encourages settlement, and to do so it must recognize the balance of compromises struck by settling parties. While the OCA does not address all issues addressed by the Settlement in this Statement in Support, the OCA does not oppose terms and conditions not expressly addressed herein. The OCA submits that the Settlement, taken as a whole, is a reasonable compromise in consideration of likely litigation outcomes before the Commission. The OCA submits that the Settlement is in the public interest and supports Commission approval of the Settlement without modification.

### **A. Revenue Requirement (Settlement at ¶ 28-38)**

In its filing, Duquesne proposed to increase its total annual operating revenues by \$101 million, or 15.4%, over the amount of annual distribution revenues at present rates. This net increase in base distribution revenues was calculated through an increase of approximately \$133 million in base rates, which is offset by reductions of \$31.2 million per year in other current

charges, including the zeroing out of the Company's Distribution System Improvement Charge (DSIC). OCA St. 2 at 4. Under the Settlement, the Company will be permitted to increase annual operating revenues by a net amount of \$53 million. Settlement at ¶ 28. The agreed upon increase is approximately 52% of the Company's net requested increase of \$101 million and is well within the range of possible outcomes in this proceeding. Moreover, several notable provisions in this Settlement will protect ratepayers and prevent inclusion of costs contested by the OCA. The OCA submits that the Settlement revenue increase will provide sufficient funds to maintain Duquesne's distribution system in a reliable manner, while avoiding the harsh rate impacts that an increase at the full request would have caused.

1. Annual Operating Revenue Increase (Settlement at ¶ 28)

The Settlement provides for a net distribution revenue increase of \$53 million, which is approximately \$48 million less than the net rate increase amount originally requested by Duquesne.<sup>2</sup> Settlement at ¶ 28. The distribution rate increase in the Settlement reflects an increase in total annual distribution revenues of approximately 8.0 percent as compared to the Company's original request of a 15.4 percent increase in distribution revenues. The terms of the Settlement provide that the increase will go into effect on December 20, 2024, the end of the suspension period per the Commission's Suspension Order entered April 4, 2024 .

This represents a "black box" settlement of all revenue requirement and return on equity issues, with the limited exceptions contained in the Settlement. Black box settlements provide timely resolution of disputes without the significant expense of prolonged litigation. The OCA submits that it is unlikely that the parties would have been able to reach consensus on each disputed accounting and ratemaking issue in this matter as policy and legal positions can differ widely.

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<sup>2</sup> Inclusive of \$32.1 million of revenues currently received under surcharges, the rates in this case are designed to produce increased distribution operating revenues of \$85.1 million for a net increase of \$53 million.

Based on the OCA's analysis of the Company's filing, discovery responses received, testimony filed, and various cost of capital proposals, the revenue increase under the Settlement represents a result that would be within the range of likely outcomes in the event of full litigation of the case. The increase is reasonable and when accompanied by other important conditions in the Settlement, yields a result that is in the public interest.

2. Stay Out Provision (Settlement at ¶ 29)

The Settlement provides that Duquesne will not file a proposed general increase in distribution rates under Section 1308(d) of the Public Utility Code prior to March 20, 2026, absent any fundamental changes in the regulatory landscape that could significantly affect the Company's rates. This is an important provision as it ensures some level of rate stability for Duquesne's customers, as any potential new rates would not go into effect until at least December 2026.

3. DSIC (Settlement at ¶¶ 30-31)

The Settlement provides that the Company will not be entitled to include plant additions in its DSIC until the later of, (1) the end of the FPFTY, and (2) once the total FPFTY account balances exceed the total eligible account balances projected by Duquesne as of December 31, 2025. Settlement at ¶ 30. Stated differently, the Settlement clearly establishes the base level of plant investment that must be realized before any incremental expenditures can be recovered through the DSIC as well as the fact that even if this plant level is met *before* the end of the FPFTY period, no DISC can go into effect until January 1, 2026 at the earliest. The OCA submits that this provision provides clarity with regard to the timing and implementation of a DSIC and affords some protection for ratepayers that the DSIC will not begin until after the FPFTY and the plant investment noted in the settlement are reached.

Moreover, the Settlement provides, for purposes of 66 Pa. C.S. § 1358(b)(1) relating to the DSIC earnings cap, that it shall use the equity return rate contained in the Commission's most recent Quarterly Report on the Earnings of Jurisdictional Utilities. Settlement at ¶ 31. The OCA submits that such a provision is common among utilities that have reached a black box settlement and have not designated a specific rate of return in the Settlement. See also, Implementation of Act 11 of 2012, Docket No. M-2012-2293611, Tentative Implementation Order at 14-15 (May 11, 2012).

4. Depreciation Rates (Settlement at ¶ 32)

In the Settlement, the parties agreed that Duquesne will use its filed depreciation rates for purposes of calculating its depreciation expense for this rate case. The OCA challenged the Company's depreciation method in this case, submitting that it would be more equitable for ratepayers if the Average Service Lives/Average Life Group method were used. The Company disagreed and wanted to continue use the Equal Service Lives/Equal Life Group Method. Thus, the proper depreciation method to use for Duquesne is the subject of continued disagreement between the Company and the OCA. The OCA determined to settle this issue, in this case, based on the significant reduction in the proposed revenue increase agreed to by the Joint Petitioners. As a part of the Settlement, all parties reserve their rights to address the proper depreciation method for Duquesne in any future proceeding. Achieving a settlement of the depreciation rates was an integral part of achieving an overall resolution of this case, while still maintaining the right to address this issue in future proceedings. As such, the OCA submits that as a part of an overall this provision of the Settlement represents a reasonable compromise between the parties and is in the public interest.

5. Pension and OPEB (Settlement at ¶¶ 34-35)

In the Settlement, the Company agreed to deposit \$10 million per year into its pension trusts. Settlement at ¶ 41. Half of this amount will be collected from customers as an expense. The Settlement provides for a regulatory liability in the event that the Company collects more in rates than it contributes to its pension trust. *Id.* Ratepayers will receive the benefit of any remaining regulatory liability in Duquesne's next base rate case. *Id.* In addition, specific accounting and reporting requirements are outlined in the Settlement. Settlement at ¶ 41. By January 31, 2026, Duquesne must provide a report and affidavit to the Commission and parties attesting to the actual contributions to pension trusts during the contribution year. *Id.*

Under the Settlement, the Company also agrees to continue funding its OPEBs (Other Pension Employees Benefits) by depositing the full amount of annual costs calculated by the Company's actuary pursuant to ASC 715. Settlement at ¶ 42. Moreover, 50 percent of the Company's distribution rate allowance for OPEB will be included in rates as the distribution expense component, and the remaining 50 percent will be capitalized on the Company's books. *Id.*

The OCA notes that both of the above provisions have been carried forward from the Settlement of the Company's 2013 base rate case at Docket No. R-2013-2372129, the Company's 2018 base rate case at Docket No. R-2018-3000829 and the Company's 2021 base rate case at Docket No. R-2021-3024750.

5. Reporting (Settlement at ¶ 37).

Under the Settlement, the Company has agreed to file a Total Company and Pennsylvania Jurisdictional report showing its capital expenditures, plant additions and retirements for the FPFTY. Settlement at ¶ 44. Further, the Company will also provide in its next base rate

proceeding a comparison of actual expenses and rate base additions for the twelve months ending December 31, 2025 to its projections in this case. *Id.* The OCA submits that this provision is in the public interest because it is consistent with Section 315, 66 Pa. C.S. § 315(e), which states that whenever a utility utilizes a fully projected future test year (FPFTY) as the basis for its rate increase, the utility shall provide appropriate data evidencing the accuracy of the estimates of its FPFTY. This reporting requirement will permit parties to compare the accuracy of Duquesne's projections in this matter to its actual expenditures.

B. Duquesne Light Programs

1. Universal Service Programs (Settlement at ¶¶ 39-60)

In his Direct testimony, OCA witness Colton identified concerns about the affordability of low-income customer rates and how that impacts Duquesne's ability to collect, the disproportionate impact of the proposed rate increase on low-income customer households and how confirmed low-income customers are handled by the Company. OCA St. 5 at 6-33. The Settlement addresses the concerns of OCA witness Colton and specifically addresses the recommendation of CAUSE-PA witness Geller regarding the maximum CAP credits, LIURP budget, and Hardship Fund. CAUSE-PA St. 1 at 34-48 (maximum CAP credits), 48-54 (LIURP budget), (Hardship Fund). The Settlement includes several provisions which are designed to help mitigate the impact of the rate increase on low-income customers and to further ensure that adequate protections are provided to confirmed low-income customers. Settlement at ¶¶ 39-45 (changes to the maximum CAP credit); Settlement at ¶¶ 55-56 (increases to the maximum grant levels from \$300 to \$500 for the Hardship Fund, increases to the shareholder contribution for the Hardship Fund to \$350,000 for 2025, 2026 and 2027); Settlement at ¶¶ 57-60 (increases to the Low Income Usage Reduction Program (LIURP) budget, review with the Income Eligible

Advisory Group improvements to baseload measures, waiver of the high usage requirement for participation in LIURP for CAP customers that have exceeded 75% of their maximum CAP credit discount limit where consumption reduction opportunities exist). The OCA supports these provisions as in the public interest for the reasons set forth in the testimony of CAUSE-PA witness Geller and for the reasons set forth in OCA witness Colton's testimony regarding the disproportionate impact of the rate increases on low-income customers.

The Settlement addresses OCA witness Colton's recommendation to establish the bad debt CAP cost recovery offset to be included in rates. The Settlement provides that "for the purposes of calculating the Universal Service Charge, Rider No. 5, the recoverable CAP discounts will be reduced by the number of CAP participants in excess of 39,046 times the average CAP credit and arrearage forgiveness costs times 10.43%." Settlement at ¶ 46. The Company proposed in its testimony of DLC witness Ogden to increase the current base level of CAP participants in the tariff (35,853) to a base of 40,386. Duquesne St. 14 at 26 – 27. OCA witness Colton raised a concern that the proposed number did not reflect the historical reality for the Company. OCA St. 5 at 85.

OCA witness Colton testified:

First, participation in Duquesne's CAP on a year-over-year basis has actually declined from 2023 to 2024. While January 2023 participation was 38,014, January 2024 participation was 37,710; while February 2023 participation was 37,930, February participation was 37,647; while March 2023 participation was 37,984, March 2024 participation was 37,790. Contrary to Mr. Ogden's proposal to project substantial growth in CAP, Duquesne's actual participation has been constant or declining.

OCA St. 5 at 85. OCA witness Colton recommended that the base CAP participation rate be set at "38,439 figure has been developed as a reasonable projection of CAP participation for a time period sufficiently near to the end of this rate proceeding as to be reasonable." OCA St. 5 at 87.

The Settlement proposal is a reasonable compromise between the OCA's projected number and the Company's higher original litigation position and should be adopted as in the public interest.

The Settlement also addresses many of OCA witness Colton's recommendations in this proceeding regarding changes to the tariff to clearly define confirmed low-income customers, recommendations for plain language notices to customers, and changes to how cash deposits are handled and returned to low-income customers. Settlement at ¶¶ 47-49. With respect to the tariff provision, the Settlement provides that Duquesne Light will modify its definition of 'confirmed low-income customers' included in its residential tariff to mirror the PUC definition. Settlement at ¶47.

OCA witness Colton identified a concern regarding how Duquesne defines a confirmed low-income customer. OCA St. 5 at 35. The PUC regulation defines "confirmed low-income customers" as "Accounts where the [Electric Distribution Company] has obtained information that would reasonably place the customer in a low-income designation." 52 Pa. Code § 54.72. Duquesne limited its definition to a narrower category of customers: CAP participants, LIHEAP recipients and LIURP participants. OCA St. 5 at 35. OCA witness Colton testified that the Company should include any information that "would reasonably place the customer in a low-income designation" pursuant to 52 Pa. Code Section 54.72. *Id.*

Under the Settlement, the Company will include the PUC definition in the tariff so that it is clear who is encompassed within the definition, but in addition, Duquesne Light shall add to each residential tariff under "Special Provisions," a new paragraph with the following language:

A confirmed low-income residential customer or applicant, will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.

Settlement at ¶ 49. The Settlement also includes that self-certified customers will be afforded the winter moratorium protections provided to confirmed low-income customers. Settlement at ¶ 48.

As OCA witness Colton testified, the importance of identifying confirmed low-income customer also extends to how cash deposits are handled. OCA St. 5 at 62. Under the Commission's regulations:

Notwithstanding subsection (a), a public utility may not require a cash deposit from an applicant who is, based upon household income, confirmed to be eligible for a customer assistance program. An applicant is confirmed to be eligible for a customer assistance program by the public utility if the applicant provides income documents or other information attesting to his or her eligibility for state benefits based on household income eligibility requirement that are consistent with those of the public utility's Customer Assistance Program.<sup>3</sup>

The Settlement also addresses OCA witness Colton's concerns regarding how the Company handles cash deposits for low-income customers. The Settlement adopts Mr. Colton's recommendations and provides that the Company will take the following three actions:

- a. Duquesne Light shall modify its tariff so that it complies with the PUC's regulations. The tariff should reflect the regulatory requirement that a customer is to be exempt from cash security deposits "when the customer provides income documents or other information that they are eligible for state benefits based upon household income eligibility requirements that are consistent with those of the public utility's customer assistance program."
- b. Duquesne Light shall refund any cash security deposit to a customer who is currently categorized as "Confirmed Low-Income," consistent with the revised tariff definition outlined above. By definition, under the PUC's regulations, a Confirmed Low-Income customer is a customer who the Company has received information sufficient to give rise to a reasonable belief that the customer is low-income.
- c. Duquesne Light shall include in its tariff language indicating that it may apply an existing security deposit for CAP and CLI customers to the account balance only with the customer's informed consent. As part of obtaining this informed consent, Duquesne Light must explain to the customer how applying the security deposit to

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<sup>3</sup> 52 Pa. Code § 56.32(e).

the account balance would impact the customer's monthly bill, and the right of the customer to request a direct refund of any security deposit paid.

Settlement at ¶¶54(a)-(c). Moreover, the treatment is consistent with the Commission's decision in the recent Columbia USECP proceeding.

The Settlement provision will ensure that the tariff appropriately reflects the Company's policy reflecting the definition of a confirmed low-income customer and the payment and return of cash deposits to low-income customers. The Settlement also integrates together the definition of confirmed low-income customers and how a cash deposit should be handled. As the modification will provide greater clarity to the tariff and greater clarity regarding cash deposits, the proposed modifications are in the public interest and should be approved.

OCA witness Colton also addressed concerns regarding appropriate plain language notifications to customers entering payment arrangements and to electric heating customers without electric service. For payment arrangement notifications, OCA witness Colton recommended:

before Duquesne enters into a DPA with a customer which the Company either: (1) knows to be a Confirmed Low-Income customer; or (2) has generated information through the DPA process documenting that the customer is in the Tier 1 income range (at or below 150% FPL), it should be required to provide the customer a stand-alone Plain English notice to that customer of the customer's right to enter into CAP and an explanation of the advantages of CAP's arrearage forgiveness benefits. As it agreed to do with the pre-termination stand-alone written notice, Duquesne should develop this Plain English notice in collaboration with its USAG.

OCA St. 5 at 49.

Mr. Colton made this recommendation because “[o]ffering a low-income customer a deferred payment arrangement, even a long-term deferred payment arrangement, is not a recipe for success if the reason the customer is in arrears in the first instance is that bills for current service are unaffordable.” OCA St. 5 at 48. As he explained, in those situations, “all a deferred payment

arrangement does is to begin with the unaffordable bill and add an additional installment payment through which to retire the arrears.” OCA St. 5 at 48. Mr. Colton testified that he’d found that substantially more than half of Confirmed Low-Income payment arrangements default in any given year. OCA St. 5 at 48. The remedy for unpaid bills by low-income customers is not to place those customers on a deferred payment arrangement, but rather to enroll those customers in CAP (with its arrearage forgiveness provisions). Doing so would not only benefit the low-income customer, but would also benefit the Company and its remaining customers as well. OCA St. 5 at 48.

In response to this concern, the Settlement provides that the Company will provide on its Payment Arrangement web page a stand-alone plain language notice of the customer’s right to enter into CAP and an explanation of the advantages of CAP’s arrearage forgiveness benefits. Settlement at ¶ 50. DLC will develop this notice in collaboration with its IEAG. Settlement at ¶ 50. The Company will also provide this CAP notice on an annual basis to Confirmed Low Income customers 60 days prior to the end of the winter moratorium. Settlement at ¶ 50.

For electric heating customers who have been terminated, OCA witness Colton recommended:

Duquesne adopt a procedure under which it will provide a stand-alone Plain English notice to customers found to be without heating service at the time of the Company’s ColdWeather Survey of the customer’s right to enter into CAP and an explanation of CAP’s arrearage forgiveness benefits. Duquesne should develop the Plain English notice in collaboration with its Universal Service Advisory Group.

OCA St. 5 at 52.

OCA witness Colton found that the percentage of disconnected customers remaining without heating service at the beginning of the cold weather season has steadily increased over the last three years, from 7.8% in 2021 (n=229), to 10.6% in 2022 (372), to 14.0% (543) in 2023. OCA

St. 5 at 50. Mr. Colton testified that he made this recommendation in order to further the purpose of “helping to identify customers who have had their heating service disconnected by Duquesne, and who remain without heat, as low-income and then facilitating their enrollment in CAP (along with its arrearage forgiveness).” OCA St. 5 at 51-52. Mr. Colton testified that he found the existing brochure to lack the necessary specificity. He testified:

[w]hile Duquesne states that it provides a “detailed brochure” on energy assistance, it does not specifically promote enrollment in CAP. Duquesne states that the Company: “contacts all customers disconnected for non-payment who remain off for the Cold Weather Survey. Because CAP enrollment requires verified income, there are no defined procedures for enrollment through Cold Weather Survey contact.” (OCA-III-10).

OCA St. 5 at 52.

The Settlement provides:

Duquesne Light will adopt a procedure under which it will provide a stand-alone Plain English notice to electric heating customers found to be without heating service at the time of the Company’s Cold Weather Survey of the customer’s right to enter into CAP and an explanation of CAP’s arrearage forgiveness benefits. This education should also include a recommendation and information to be provided both about LIHEAP, its benefits and how to apply, as well as Dollar Energy Fund and any other resources that may be available in the community that can also potentially help the customer to get reconnected. Duquesne Light should develop the Plain English notice in collaboration with its IEAG.

Settlement at ¶ 51. The plain language notice will provide terminated customers with specific information about how to get service restored and provide customers with available tools. The Settlement provision should be approved as in the public interest.

Under the Settlement, the Company agrees, among other things, to increase its LIURP budget by \$350,000 annually in 2025, 2026, and 2027. Settlement at ¶ 57. The proposal for an increase to the LIURP budget was raised by CAUSE-PA and the Pennsylvania Weatherization Providers Task Force in this proceeding. The Settlement also provides for improvements to LIURP as proposed by CAUSE-PA witness Geller to review with the Income Eligible Advisory

Group (IEAG) improvements to baseload measures and for a waiver of the high usage requirement for participation in LIURP for CAP customers that have exceeded 75% of their maximum CAP credit discount limit where consumption reduction opportunities exist. Settlement at ¶¶ 58-60.

The OCA supports the proposed Settlement provisions. The additional LIURP dollars and proposed LIURP improvements will allow the Company to assist additional low-income customers with reducing their energy consumption which will ultimately benefit both CAP and non-CAP residential ratepayers. This provision will address concerns raised by OCA witness Colton regarding the effects the general rate increase will have on customer rates. For example, rate increases will require additional CAP credits, which are collected from customers through the universal service rider. Reductions to energy consumption by low-income CAP participants will ultimately benefit all residential customers by reducing the amount of the CAP Shortfall paid by all other residential ratepayers. The OCA submits that the proposed increased \$350,000 LIURP budget is in the public interest and should be approved.

The OCA notes that the Settlement also adopts an additional recommendation of CAUSE-PA witness Geller. CAUSE-PA St. 1 at 66. The Settlement addresses how the Company will handle data sharing with the Department of Human Services. The Settlement provides that DLC will file a Notice within 120 days of the final order in this proceeding to permit auto-recertification of customers in CAP based on LIHEAP data from the Department of Human Services (“DHS”) and that the Company will hold at least one meeting with its IEAG to obtain feedback about use of DHS LIHEAP data for purposes of autoenrollment into CAP. Settlement at ¶¶ 51-52. DLC file a Petition that includes amended budget projections, identifies a proposed process and timeframe for autoenrollments, and propose any amendments to its USECP which are necessary to facilitate autoenrollments within one-year after the effective date of rates in this proceeding. Settlement at

¶ 53. The OCA supports the proposed Settlement provisions because it will help to leverage the DHS LIHEAP data and will provide the benefit of the data for low-income customers. *See also* CAUSE-PA St. 1 at 66.

The universal service provisions will help to provide additional resources to low-income customers to improve affordability under the proposed rate increase. The provisions also provide greater clarity regarding the treatment of low-income customers in the tariff and the Company's policies. The Settlement provisions provide a benefit to those customers who are least able to afford the proposed rate increase to help mitigate the impact of the rate increase. The OCA supports the proposed provisions, and they should be approved as in the public interest.

2. Transportation and Electrification Program and Load Management and Building Electrification Programs (Settlement at ¶¶ 61-72)

In its filing, DLC proposed to implement a three-year pilot program designed to encourage and promote Transportation Electrification and Building Electrification through ratepayer investments and subsidies as well as rate design options. DLC St. 5 (Lindsay Baxter); DLC St. 6 (Sarah Oleksak); OCA St. 1 at 8. The Transportation Electrification proposals included a Time of Use (TOU) Whole House distribution rate, a TOU distribution rate targeted to EV owners, educational programs to promote electric vehicles, and ratepayer funded rebates or subsidies to residential and commercial entities for installation of certain charging equipment. OCA St. 1 at 8. The total cost of the proposed suite of programs included in the rates is estimated at \$17,277,075. DLC St. 5 at 10; OCA St. 1 at 8. The Building Electrification proposals included a Building Electrification Awareness and Education program, a Workforce Development and Contractor Network Program, and Customer rebates for heat pumps, electrically powered lawn mowers, and electric induction stoves and a proposal to fund electrical upgrades to support the customer's expanded use of electricity for these appliances. DLC St. 5 at 10; OCA St. 1 at 8 (See also Section

4 below for further discussion of the Beneficial Electrification Settlement provisions). The proposed budget for these programs is \$3,329,000. DLC St. at 29; OCA St. 1 at 9.

DLC also proposed an optional Residential Time-of-Use pilot rate program available to owners of electric vehicles based on each customer's current rate schedule and whether the customer elects to have a whole house TOU rate or whether the customer elects to have a whole house TOU rate or whether they elect a rate that is specific to their EV charger. OCA St. 4 at 44. The Company proposed six different TOU rates available to residential customers with electric vehicles. For each Residential Standard, Residential Heating, and Residential Add-On Heat Pump, the Company proposes each a Whole House rate and an EV Charger Only rate. OCA St. 4 at 44. As summarized in OCA witness Warkins testimony, the Company proposed on-peak and off-peak energy charges for each of the proposed TOU rates available to residential customers with EVs. OCA St. 4 at 44-45, Table 15.

OCA witnesses DeMarco and Watkins testified regarding the proposed electrification and EV TOU programs. OCA witness DeMarco recommended:

First, programs that are designed to use ratepayer funds to stimulate customer adoption or investments in electrification of appliances and vehicles should not be approved. Second, educational programs that are more than promotional in nature may be appropriate to assist customers in making purchasing and investment decisions based on the implications for their DLC electric bill. Third, rate design proposals should be designed to avoid shifting costs for essential distribution services to other customers who prefer the regular fixed price distribution service, a defect in DLC's proposals that is documented by OCA Witness Watkins in his testimony. It is not appropriate or justifiable to support programs that rely on social and environmental benefits that do not offset costs and bill impacts in distribution rates. Finally, at this time it is reasonable to develop pilot rate designs targeted to EV owners to address charging patterns to avoid peak usage, as long as those pilot designs do not reflect adverse impacts on the vast majority of EDC customers who rely on fair and affordable rates for essential electric service. I recommend that DLC implement both the "Managed Charging" pilot and the EV-only TOU pilot as proposed and modified by OCA Witness Watkins. I also recommend that DLC work with stakeholders after the final pilot designs are approved to develop and implement an evaluation and measurement plan that will provide information that

can be relied upon to determine the distribution customer and grid impacts should the pilot be expanded or amended in the future.

OCA St. 1 at 17-18.

OCA witnesses DeMarco and Watkins addressed the proposed EV rate design programs in their respective testimonies. OCA St. 1 at 12-14. OCA St. 4 at 46. Mr. DeMarco noted the policy concerns about increased electrification programs including incentivizing through rebates and the TOU programs. He testified that the only precedent for TOU rate options for residential customers to date are those required by statute requiring smart meter investments that apply to the default service portion of the customer bill and are a part of the default service plan. OCA St. 1 at 12; 66 Pa. C.S. § 2807(f)(5). OCA witness DeMarco testified:

[m]y concerns are rooted in the long-standing conclusion that electricity rates and prices are regressive in nature, that is, they have a larger impact on lower income households as compared to upper income households. Increasing ratepayer funding mandates that are not clearly needed or that are not documented as essential and least cost in nature will exacerbate this trend.

OCA St. 1 at 13. The current TOU options that are statutorily required to be offered for default service were not particularly designed to respond to electrification, but instead to reflect a whole house rate that uses the functionality of the smart metering system. OCA St. 1 at 15.

OCA witness Watkins reviewed the rate design of the EV TOU programs. He objected to the Company's whole home TOU rates available only to EV owners based upon the design of the program. OCA St. 4 at 46. Mr. Watkins identified concerns that the proposed EV whole home rate was discriminatory against those customers with an electric vehicle. He also recommended that there should not be new whole home rates offered based simply on the inventory of specific equipment and appliances in the customer's home. OCA St. 4 at 46. OCA witness Watkins did not object to the ancillary rate specific to EV chargers, i.e., a separately sub-metered and dedicated

EV charger TOU rate wherein the remainder of the home is charged at the standard non-TOU rate. OCA St. 4 at 46. OCA witness Watkins testified that the EV TOU rates simply set the on-peak rate at the standard non-time differentiated rate and then discounted the off-peak rate which provided a subsidized “promotional” rate for EV customers.

The terms of the Settlement adopt many of the OCA’s recommendations in this proceeding. In particular, under the Settlement, the Make-Ready Rebates will be withdrawn, and an additional \$300,000 will be added to the annual Make-Ready Construction Pathway budget. Settlement at ¶ 33(a)(ii). As discussed in OCA witness DeMarco’s testimony, the Make-Ready rebates and Beneficial Electrification proposals were designed to increase electricity usage, and Mr. DeMarco identified concerns that the Company’s distribution base rate proceeding was the appropriate vehicle for these programs. OCA St. 1 at 10-11. As Mr. DeMarco testified, “[a]s a distribution company, DLC is obligated to ensure that its rates for distribution service reflect the costs and benefits of its programs.” OCA St. 1 at 11. OCA witness DeMarco did not agree that there was a basis to support implementation of the policies that are explicitly intended to increase the use of electricity or rely upon societal benefits to justify subsidies for ratepayers. The Settlement adopts the OCA’s recommendation and provides for the withdrawal of the residential electrification programs.

The Settlement also addresses the OCA’s concerns about the proposed EV TOU proposals. The Company’s EV only TOU proposal is withdrawn, and the whole home EV TOU proposal is adopted with modifications that address OCA witness Watkins’ concerns. Settlement at ¶¶ (33)(b), (c). The modifications provide for changes to the Company’s proposed rate factors that will be applied. Settlement at ¶ 33(c). The proposed rates factors provide for an on-peak period of 1.2036 times the rate and an off-peak period of 0.9629 times the rate. Settlement at ¶ 33(c). In particular,

OCA witness Watkins identified concerns that the originally filed proposal included on-peak rates that were the same as the corresponding non-time-differentiated rate for each rate schedule and the off-peak rates were priced lower than the on-peak rate. OCA St. 4 at 46. The originally proposed design resulted in a subsidized “promotional” rate to customers that elected a TOU rate. OCA St. 4 at 46. Mr. Watkins testified that in the event that the Commission authorized some form of TOU rates available to residential EV owners, that the resulting rates should be revenue neutral. OCA St. 4 at 50. In evaluating the EV only rate, OCA witness Watkins also identified concerns with the assumptions underlying the proposed rates, and that 97% of EV charger only usage would occur in off-peak hours. OCA St. 4 at 50. He recommended that an 80% off-peak, 20% on-peak ratio would be more appropriate. OCA St. 4 and 51. Mr. Watkins also recommended alternative rate factors to address the concerns in the differential between on-peak and off-peak rates, and the proposed Settlement rate factors incorporate Mr. Watkins’ recommendations. As redesigned in the Settlement, the rate factors are no longer promotional subsidized rates, but instead are designed to be revenue neutral. As such, the OCA agrees that approval of the whole house EV TOU rates, as modified by the Settlement, are in the public interest and should be approved.

The Settlement also approves several programs the OCA supported or did not oppose. The Settlement approves the Managed Home Charging Pilot which was supported by OCA witnesses DeMarco and Watkins. Settlement at ¶ 33(d). The Settlement also approves continuation from the 2021 base rate proceeding and proposed modifications to the Community Fleet and Transit Pilot, Awareness, Education and Engagement Programs, the Fleet Electrification Advisory Service and the Registration Incentive program. Settlement at ¶¶ 33(a), (e)-(g). In particular, OCA witness DeMarco supported education and awareness efforts “that are more than promotional in nature may be appropriate to assist customers in making purchasing and investment decisions based on

the implications for their DLC electric bill.” The OCA agrees that the programs are in the public interest and should be continued, as modified by the Company’s filing and the Settlement.

The Settlement also adopts OCA witness DeMarco’s recommendation that DLC will consult with stakeholders to develop an evaluation plan for approved rate options and that the pilots will be submitted as a compliance filing within 6 months of a final order. OCA St. 1 at 18; Settlement at ¶ 70. The Settlement also provides that at a minimum, the evaluation plan will include: (1) “progress on efforts to equitably apportion the TE Portfolio;” (2) “the number of Community, Fleet & Transit charging stations installed broken down by year, customer site host type, project cost, kWh utilized, distribution revenue from charging stations, environmental impacts from charging usage and Electric Mobility Priority Area designation;” (3) “the number of customers enrolled in the Managed Home Charging Pilot by year, event participation, event impact and EV charging load curves;” (4) “the EV TOU Distribution Rate Pilot customer enrollment, bill impacts, energy usage shifted and EV charging load curves;” (5) “a description of Awareness, Education, and Engagement efforts including budget, channel, activities with low-income customers and/or Electric Mobility Priority Area focus, and results, by year;” (6) “the number of customers that participated in the Electric Fleet Advisory Service, entity type, fleet vehicles evaluated, and cost of ownership savings identified, by year;” (7) “the number of customers that participated in the EV Registration Incentive per year, broken down by Federal Poverty Level ranges, confirmed low-income and CAP customers;” and (8) “an assessment of low income participation in each TE program as reasonably possible, including an evaluation of (a) low income participation by FPL range; (b) barriers to low income participation; and (c) proposals to remediate barriers to low income participation.” Settlement at ¶ 70(i)-(vii).

Finally, the Settlement provides for two additional stakeholder engagement opportunities on electrification and a new EV distribution rate. Under the Settlement, the Company also agrees within 6 months of the final order to work with its Income Eligible Advisory Group to develop and to implement a plan for low-income customer engagement in TE initiatives, with the goal of facilitating access for low-income customers. Settlement at ¶ 71. Within 6 months of the final order in this proceeding, DLC will work with interested stakeholders to explore development of a new EV distribution rate specifically for public-facing EV chargers for possible inclusion in its next general distribution base rate case. Settlement at ¶ 72. The OCA supports further discussions with the Company on these important topics and believes that they are both in the public interest.

For the reasons set forth above, the Settlement represents a compromise among the Parties and adequately protects and addresses the OCA's concerns. The OCA submits that this provision of the Settlement be adopted without modification.

3. Other Riders and Tariff Modifications (Settlement at ¶¶ 73-75)

The Settlement provides for the approval of the Company's proposed Community Development Rider and the Behavior Demand Response Program. Settlement at ¶¶ 73-74. The OCA did not oppose either of the proposed programs. The Settlement further provides that in its next base rate proceeding, DLC "will provide a schedule that shows each participating customer, the effective date of the contract signed by each customer, the discounted rate and annual revenue, and the rates and annual revenues that would be generated by each customer at full tariff rates." Settlement at ¶ 75. The Settlement provision will allow the parties to evaluate the impact of the programs on customers, revenues, and rates. The information will allow for the Company and the parties to appropriately address how the programs should be handled going forward. The Settlement provisions should be approved as in the public interest.

4. Building Electrification Program (Settlement at ¶¶ 76-78)

The Settlement provides that the Building Electrification Program will be modified to only include the “components and related costs as set forth in Duquesne Light St. No. 5, p. 30: Awareness, Education & Engagement (“AEE”), and Workforce Development & Contractor Network.” Settlement at ¶ 76. The Low Income Housing Provider Program is approved with a budget not to exceed \$100,000 per year. Settlement at ¶ 76. The Low Income Housing Provider Program is a three year pilot beginning in January 2025 through December 2027. Settlement at ¶ 76. The Company also agrees to withdraw the Customer Incentives component, including related rebates/incentives, of the BE Program as set forth in Duquesne Light St. No. 5, p. 30. Settlement at ¶ 76. Under the Settlement, DLC will develop a process through its AEE for connecting low income customers with local, state, and federal programs that may support home efficiency, weatherization, beneficial electrification, and home health and safety repairs to help improve home health and reduce energy burden. Settlement at ¶ 77.

For the reasons discussed in Section 2 above, the proposed modifications to the Settlement reflect some of the recommendations of OCA witness DeMarco. The OCA particularly supports the withdrawal of the incentive rebate programs. As discussed in OCA witness DeMarco’s testimony and above, the Beneficial Electrification proposals and rebate incentives were designed to increase electricity usage, and Mr. DeMarco identified concerns that the Company’s distribution base rate proceeding was the appropriate vehicle for these programs. OCA St. 1 at 10-11. As Mr. DeMarco testified, “[a]s a distribution company, DLC is obligated to ensure that its rates for distribution service reflect the costs and benefits of its programs.” OCA St. 1 at 11. OCA witness DeMarco did not agree that there was a basis to support implementation of the policies that are explicitly intended to increase the use of electricity or rely upon societal benefits to justify

subsidies for ratepayers. The Settlement adopts the OCA's recommendation and provides for the withdrawal of the residential electrification programs. The proposed Settlement provisions should be approved as in the public interest.

C. Revenue Allocation and Rate Design

1. Revenue Allocation (Settlement at ¶¶ 79-81, Appendix B-C)

In its filing, Duquesne proposed an increase, net of existing surcharges, of \$101 million for a system average distribution increase of 15.89%. OCA St. 3 at 35, Table 10. Of that amount, the Company proposed to allocate approximately \$51.132 million of its proposed \$101 million revenue increase request to residential customers. *Id.* The Company's proposed allocation resulted in a 13.24 percent increase to the RS class on a distribution-only basis, a 16.02 percent increase for the Rate RH class, and a 17.80 percent increase for the Rate RA class. *Id.*

OCA witness Glenn A. Watkins reviewed the Company's revenue allocation proposal and the Company's cost of service study (COSS) upon which the Company's allocation was based. The OCA contested the Company's COSS in this matter, and Mr. Watkins submitted his own COSS. See, OCA St. 3 at 36, Table 11. Mr. Watkins recommended a proportional scale back should an increase of less than \$101 million be authorized. *Id.* Additionally, Mr. Watkins recommended allocation of additional amount to Rates RH and RA because they were paying below full cost of service. *Id.*

Under Mr. Watkins' proposed allocation, the Rate RS class would receive a 12.93 percent distribution increase as compared to the Company's proposed 13.24 percent distribution rate increase. OCA St. 3 at 36, Table 11. The RH class would receive a 19.86 percent increase, and the RA class would receive a 15.89 percent increase on a distribution-only basis. *Id.* In addition to the Company and the OCA, OSBA and I&E also submitted allocation recommendations in their

direct testimonies based on the results of the Company's cost of service study. The allocation proposals varied widely.

Based on the OCA's review of the cost of service studies presented in this proceeding and the varying revenue allocation proposals presented by other parties, the OCA views the Settlement to be within the range of reasonable outcomes that would result from the full litigation of this case. The distribution rate increase in the Settlement reflects an increase in total annual distribution revenues of approximately 8.3 percent as compared to the Company's original request of a 15.4 percent increase in distribution revenues. Settlement at Appendix C. Specifically, Rate RS will receive an approximate 7.5 percent increase on a distribution basis, Rate RH will receive an 11.7% percent increase and rate RA will receive an 11.7 percent increase. *Id.* The OCA submits that the revenue allocation is reasonable, and in the public interest, and should be approved.

## 2. Residential Rate Design (Settlement at ¶ 69)

In its filing, Duquesne proposed increasing the monthly customer charge for Rate RS, RH, and RA from \$12.50 to \$15.00, a \$2.50 increase. OCA St. 3 at 39. The OCA recommended that the customer charge remain at \$12.50. OCA St. 3 at 43. I&E recommended that the proposed \$12.50 residential customer charge remain unchanged. I&E St. No. 3, pp. 20-24. Under the Settlement, the Joint Petitioners agreed to a monthly residential customer charge for rates RS, RH, and RA of \$13.00.

The compromise position here is reasonable, and well within the results that might have been obtained through litigation considering the various positions of the Company, I&E and the OCA. The residential customer charge of \$13.00 represents a 4 percent increase over the Company's existing charge. This slight increase will continue to promote conservation efforts as the larger percentage increase from the proposed revenue settlement will be accounted for in the

volumetric rates. Accordingly, the OCA submits the Settlement provisions as to Rate Design are reasonable, in the public interest, and should be approved without modification.

D. Customer Service (Settlement at ¶¶ 82-85)

In his testimony, OCA witness DeMarco identified several key areas of customer service that required improvement including improvements to call center performance and responses to customer complaints. OCA St. 1 at 18 to 35. In particular, Mr. DeMarco recommended that the Company make significant improvements to its call center operations. OCA St. 1 at 21. Mr. DeMarco found the Company currently only answers 76% of its calls in under 30 seconds and had a 16% abandonment rate which left many callers without available options. OCA St. 1 at 21. Over the course of the year, the abandonment rate was only reasonable when termination was not permitted in the winter months. OCA St. 1 at 20. At other key times of the year when customers were facing termination, the service level was poor due to the high abandonment rate. OCA St. 1 at 20. In 2023, the annual average call center level was 78% and the abandonment level was 22%. OCA St. 1 at 21, Exh. NAD-1. OCA witness DeMarco identified concerns that the call answer rate, limited call center hours Monday through Friday from 8 to 5, and lack of other available options to speak directly with a representative impacted the customer's ability to address concerns with the Company. OCA St. 1 at 22.

Mr. DeMarco recommended that DLC be required to improve its current service quality and customer service performance as a condition of any rate increase approved in this rate case. OCA St. 1 at 23. He argued that the primary area of improvement should focus on "significant reductions in the abandonment rate to the average level of 9% or less as delivered by other Pennsylvania EDCs while maintaining an 80% call answering rate." OCA St. 1 at 23. OCA witness DeMarco also recommended that DLC take steps to improve its call center performance through

increased staff, access to technology and other improvements to ensure that customers have access to customer service. OCA St. 1 at 23. Mr. DeMarco testified:

[t]here are critical points throughout the year where this need is particularly acute, one of which is the April through November period each year. This period coincides with the end of the winter pause on terminations, it is time where there is less assistance is available because LIHEAP has closed, and customer's electric bills begin to increase over the summer months. During this period and throughout the entire year, customers require adequate and consistent access to customer service representatives to avoid collection actions and negotiate reasonable payment plans.

OCA St. 1 at 23.

In addition to call center performance, Mr. DeMarco also analyzed the Company's complaint trends. He testified that from 2020-2021, DLC had an above average complaint rate as compared with other Pennsylvania EDCs. OCA St. 1 at 23. The highest categories of complaints were related to billing disputes, service interruptions, terminations, and Payment Arrangement Requests (PAR). OCA St. 1 at 24. Mr. DeMarco testified:

[o]f these complaints, 10-11% were found by BCS to be "justified", a result that also was among the highest rates among other EDCs. DLC also had the second highest "infraction" rate in 2021. The 2023 results demonstrate some areas of improvement with a drop in overall complaint rate but the PAR complaint rate increased 18%, a 43% increase in inquiries, 5% of the complaints and 4% of the PAR disputes found to be "justified." 68 infractions were documented by BCS.

OCA St. 1 at 24.

DLC stated that the Company used call monitoring and a quality assurance process that relied on the identification of individual representatives that needed coaching or discipline. OCA St. 1 at 25. The OCA recommended that the Company engage in a more extensive analysis. OCA witness DeMarco identified concerns that there was no evidence that the Company was undertaking a root cause analysis and identification of reforms and internal actions that were needed to respond to the root cause analysis. OCA St. at 23, 25-26. Instead, the Company

referenced a new Regulatory Performance Group that would provide improvement in this area, particularly regarding complaint trend analysis and compliance issues. OCA St. 1 at 25.

OCA witness DeMarco also identified concerns regarding the Company's training materials and how the Company negotiated payment arrangements and the disclosure of information related to the fact that an additional security deposit and reconnection fees, if required, were not included in the payment arrangement. OCA St. 1 at 29. DLC's training materials also did not reflect training specifically on the Commission's requirements under Sections 56.93 and 56.94 for personal contact and the policies required immediately prior to termination. OCA St. 1 at 30-32. In addition, the materials did not reflect the requirements of Chapter 14 of the Public Utility Code to halt disconnection and offer additional payment options to customers who are the subject of a protective order to prevent domestic violence. OCA St. 1 at 33. OCA witness DeMarco recommended that the Company be required to develop and implement detailed training programs in compliance with the Commission's regulations relating to personal contact and that the compliance filing and plan be filed within 3 months of a final order in this proceeding. OCA St. 1 at 35.

The Settlement adopts many of Mr. DeMarco's recommendations to improve call center operation and training regarding the requirements for personal contact in compliance with Chapter 56. In particular, the Company adopts OCA witness DeMarco's recommendation to perform a root cause analysis to conduct a "fact-based exercise in which the underlying cause or causes of undesirable outcomes are identified and specific remedial steps are identified and determined to result in systematically correcting or improving the previously identified undesirable result." OCA St. 1 at 26. The Settlement provides that the Company will "develop its internal protocols for a regular and proper root cause analysis of its complaint trends, both for internal disputes and BCS

informal complaints that document infractions and verified violations.” Settlement ¶ 82. Pursuant to Mr. DeMarco’s recommendation, DLC will also develop and implement training programs to ensure that there is compliance with the Commission’s regulations, specifically related to personal contact and the obligation to attempt personal contact “immediately” prior to the actual termination of service. Settlement ¶ 83. The Company will submit a compliance filing and detailed implementation plan within three months of the final order of this proceeding after consultation and review by stakeholders. Settlement ¶ 83.

The Company will also address with the parties how it is improving its customer service. The Settlement provides that the Company will hold an annual meeting with the parties to discuss the “Company’s progress improving customer service performance, including but not limited to disputes, complaints, infractions, decreased call abandonment rates, and increased call answer rates.” Settlement ¶ 85. Under the Settlement, the Company will provide the parties with public information related to its continuous improvement and corrective action efforts and outcomes in a written report at least 30 days prior to the annual meeting until its next distribution base rate filing. Settlement ¶ 85. The Company specifically agrees to address OCA witness DeMarco’s recommendation to focus on reductions in the abandonment rate to the average level of 9% or less as delivered by other Pennsylvania EDCs and maintaining an 80% call answering rate. Settlement ¶ 85. In the meeting, the Company also will receive and consider parties’ suggestions in good faith and incorporate reasonable recommendations as appropriate in the Company’s sole discretion. Settlement ¶ 85. A final informational report will be provided to the Commission’s Bureau of Consumer Services annually by December 31st. Settlement ¶ 85.

Finally, OCA witness DeMarco testified that DLC’s advertisement of HomeServe on its website and inclusion of HomeServe protection programs on its customer bills were not

appropriately disclosed to be non-basic charges. OCA St. 1 at 37. Mr. DeMarco recommended that the “Commission investigate this program, particularly with regard to whether regulated ratepayers are subsidizing the marketing, billing, and collection of unregulated non-basic services provided by DLC’s contract with HomeServe.” OCA St. 1 at 38. He recommended that the investigation should review how DLC handles customer complaints about the HomeServe products appearing on the bill or the service received; that the customer bill does not include necessary disclosures; that the web portal promotes the program but does not identify that it is a non-basic charge and that collection actions are only for regulated services; and privacy concerns about customer lists and billing data being used to market these unregulated products and services. OCA St. 1 at 38.

The Settlement addresses several of the concerns raised by OCA witness DeMarco regarding Company disclosures about the HomeServe protection programs. The Company will “educate customers who purchase HomeServe or other non-basic services billed by the Company about the 1) definition of non-basic service, 2) the relationship between non-basic and basic services and, 3) related customer protections.” Settlement ¶ 85. DLC will also ensure that its educational materials will be “provided in plain language via marketing materials, customer enrollment portal or other appropriate delivery channels best suited to ensure transparency, enhance customer comprehension and considering customer communication preferences.” Settlement ¶ 85. The Company also agrees to provide the proposed language changes/additions to the parties in this case for comment and discussion prior to implementing these changes. Settlement ¶ 85.

The Settlement provisions adopt many of OCA witness DeMarco’s recommendations regarding improvements needed to call center operations, training materials, customer complaint and termination procedures, and to disclosures regarding HomeServe protection services as being

a “non-basic service.” The recommendations seek to address and provide remedies to needed improvements to overall customer service. The Settlement provisions also analyze the root causes of the problems in DLC’s customer service so that appropriate remedies can be implemented. The Settlement also provides the parties with the opportunity for input into ways to improve service. The provisions also work in conjunction with the Company’s existing plan for its internal group to review specific customer service improvements that are needed. The HomeServe provisions of the Settlement provide customers with important disclosures about the non-basic service program and educational tools to enhance transparency and customer comprehension and to consider customer communication preferences. The Settlement provisions will work to improve the overall quality of service provided and should be approved as in the public interest.

### III. CONCLUSION

The OCA submits that the terms and conditions of the proposed Settlement, taken as a whole, represent a fair and reasonable resolution of the issues and claims arising in this proceeding. The OCA further submits that, for the reasons detailed above, the Commission should approve the Settlement without modification as it is in the public interest.

Respectfully Submitted,

*/s/ Christy M. Appleby*

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DATE: August 16, 2024

# **APPENDIX I**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Pennsylvania Public Utility Commission** : **Docket No. R-2024-3046523**  
:   
v. :   
**Duquesne Light Company** :

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**STATEMENT IN SUPPORT OF THE  
OFFICE OF SMALL BUSINESS ADVOCATE TO THE  
JOINT PETITION FOR SETTLEMENT**

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**I. Introduction**

The Office of Small Business Advocate (“OSBA”) is an agency of the Commonwealth of Pennsylvania authorized by the Small Business Advocate Act (Act 181 of 1988, 73 P.S. §§ 399.41 – 399.50) to represent the interests of small business consumers as a party in proceedings before the Pennsylvania Public Utility Commission (“Commission”).

**II. Filing Background**

On March 24, 2024, Duquesne Light Company (“Duquesne” or the “Company”) filed Supplement No. 71 to Tariff Electric-Pa. P.U.C. No. 25 with the Commission. The Company’s March 24<sup>th</sup> filing requested an additional \$133 million in annual distribution rate revenue with a return on equity of 11.5%.<sup>1</sup>

On April 5, 2024, the OSBA filed a Complaint and a Public Statement against the proposed increase. On April 4, 2024, the Commission entered an Order at this docket

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<sup>1</sup> DLC Statement No. 11, Direct Testimony of Paul R. Moul, p. 3.

which suspended the proposed increase for investigation. As a result, the filing was suspended by operation of law through December 20, 2024, unless otherwise directed by Order of the Commission.

A pre-hearing conference, at which a procedural schedule was established, was held on April 22, 2024. The OSBA, and other parties, filed Direct Testimony on June 11, 2024. Specifically, the OSBA filed the Direct Testimony of its witness, Robert D. Knecht. Rebuttal Testimony was filed by the OSBA and other parties on July 10, 2024. Surrebuttal Testimony was filed by the OSBA and other parties on July 23, 2024.

The OSBA participated in the negotiations that led to the Joint Petition for Approval of Settlement Stipulation (“Settlement”) and is a signatory to the Settlement. The OSBA submits this statement in support of the Settlement.

### **III. OSBA’s Principal Concerns**

In its Complaint, Prehearing Memorandum, and testimony, the OSBA identified several issues of concern, including the following:

1. Whether DLC’s jurisdictional cost-of-service methodology is appropriate;
2. Whether the Company’s class cost-of-service methodology is appropriate, including whether the study properly allocates all CAP-related costs to the residential class;
3. Whether the Company’s proposed class revenue allocation is cost based;
4. Whether DLC’s proposed general service small (GS) and general service medium (GM) rate designs are cost based.

### **IV. Settlement**

The Settlement sets forth a list of issues which were resolved through the negotiation process. This statement outlines the OSBA’s specific reasons for concluding that the Settlement is in the best interests of the Company’s small business customers.

## **A. Distribution Revenue Requirement**

### **1. Summary**

In its initial filing, Duquesne proposed a distribution revenue increase of \$133 million per year, of which \$32.1 million is currently being recovered in the DSIC, leaving a net increase of \$85.8 million.<sup>2</sup> In the Settlement, Duquesne has agreed to a revenue increase of \$85.1 million per year, which includes \$32.1 million of revenues recovered via surcharges, for a net increase in revenues of \$53 million.<sup>3</sup> At a time when all types of utility service are becoming more expensive, the significant reduction in the distribution revenue increase provided by the Settlement will benefit Duquesne's small business customers.

## **B. Duquesne Light Programs**

**The OSBA took no position on these issues.**

## **C. Revenue Allocation and Rate Design**

As Mr. Knecht explained, the Company's filed revenue allocation proposal was somewhat consistent with its allocated cost of service study ("ACOSS"). However, Mr. Knecht raised two significant concerns about the Company's approach to classification and allocation methods for joint-use distribution plant.

First, the Company's approach is not consistent with Commission precedent with respect to the classification of primary system costs into demand-related and customer-related components, and treats all primary system costs as demand-related:

Second, the Company's method appears to at least partly double-count the costs of the overhead distribution system for providing service to customers taking service with the underground systems.

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<sup>2</sup> Duquesne Statement No. 1 at 6.

<sup>3</sup> Settlement, Para. 34.

OSBA Statement No. 1 at 17.

As Mr. Knecht further noted, the Company's ACOSS was inconsistent with Commission precedent for Pennsylvania electric distribution companies (notably PPL Electric and UGI Electric) with respect to the classification method for primary voltage electric distribution plant. OSBA Statement No. 1 at 19. Mr. Knecht also explained how the Company's sub-functionalization of certain distribution costs was not justified by any credible evidence and served to overstate costs assigned to the non-residential rate classes. OSBA Statement No. 1 at 22-23.

Unfortunately, because there isn't sufficient information to correct the Company's allocation factors for both overhead and underground assets to eliminate the double-counting, Mr. Knecht, employed an approach consistent with the Commission approved practice of other EDCs within the Commonwealth, in which both overhead and underground assets are allocated using the same demand factors. OSBA St. No. 1, p.27. Mr. Knecht therefore developed an alternative ACOSS simulation to account for those issues.

In response to the concerns raised in the OSBA's direct testimony, Company witness Mr. Gorman reviewed the development of the demand allocators in his ACOSS with the Company's engineers and concluded that allocating "Radial" system costs to all customers is not consistent with cost causation and results in and over-allocation of costs to non-residential customers. DLC St. No. 13R, p. 12 and OSBA St. No 1-S, p. 3. As Mr. Knecht explained, in response Mr. Gorman updated the allocators related to the Radial system to be more consistent with the treatment of overhead system assets-a change that is directionally consistent with Mr. Knecht's recommendations. Those

changes result in a material shift in costs to the residential class and away from the non-residential classes OSBA St. No 1-S, p.3-4, and Table RDK-S1, p.4.

OCA Witness Watkins revenue allocation recommendation proposal in direct was relatively close to the Company's revenue allocation proposal. However, Mr. Watkins opposed the Company's proposed change to the cost allocation method in rebuttal, and he therefore didn't update OCA's revenue allocation proposal. OCA St. No. 4-S, p. 4-8.

Mr. Knecht then developed a revenue allocation proposal consistent with the Company's Rebuttal ACOSS. OSBA St. 1-S, p. 7 and Table RDK-S3.

The Settlement resolves the issue of revenue allocation through a compromise among the parties and explicitly states that the revenue allocation does not reflect agreement of the parties on any particular cost allocation methodology. Settlement at para. 79.

Table 1 (below) compares the parties' adjusted proposed increases for Duquesne's small business classes to the small business increases provided by the Settlement.

As shown in Table 1, the differences among the parties' proposals are substantial. At the end of the day, however, the parties agreed on a revenue allocation proposal for small to medium business customers that results in a reduction in allocated costs to the Company's small business customers. The OSBA therefore respectfully submits that the Settlement revenue allocation is reasonable in the current regulatory climate for small businesses in Pennsylvania.

**Table 1**  
 Comparison of Parties' Proposed GS/GM Increases at  
 Settlement Revenue Level to Settlement Increases  
 (\$000)

<i>Class</i>	<i>Per Settlement</i>	<i>DLC Direct</i>	<i>DLC Rebuttal</i>	<i>OCA Direct</i>	<i>OSBA Surrebuttal</i>
GS	\$893	\$1,103	\$1,037	\$1,045	\$456
GM<25 kW	\$2,256	\$3,286	\$2,726\$	\$3,108	\$463
GM≥25 kW	\$5,802	\$7,722	\$6,608	\$7,736	\$2,259
GMH	<u>\$872</u>	<u>\$1,120</u>	<u>\$913</u>	<u>\$1,149</u>	<u>\$511</u>
TOTAL	9,824	\$13,231	\$11,284	\$13,038	\$3,689

Sources: Table DBO-1-R, OCA Statement No. 4 at Tables 10 and 11, OSBA Statement No. 1-S at Table RDK-S3, scaled to the \$53 million overall increase.

As shown in Table 1, the Settlement increases for the small business classes reflect a compromise among the parties, particularly with respect to the litigation positions of the OSBA and other parties. As a result, the OSBA concludes that the Settlement revenue allocation provides meaningful benefits to the Company's small business customers.

**D. Rate Design**

Mr. Knecht made several recommendations regarding rate design for the GS, GM, GMH and GL rate classes. To settle this proceeding, some of these proposals were reflected in the settlement as follows:

For the Rate GS customer charge, Mr. Knecht concluded that the Company's proposed customer charge at the full revenue requirement (\$18,00 per month) was justified by allocated cost, consistent with those at other Pennsylvania EDCs, and reasonably reflected the concern that many small GS customers are likely not businesses at all. He further concluded that there was no need for a scaleback. As shown in Appendix B of the Settlement, Mr. Knecht's recommendation was adopted in Settlement.

Mr. Knecht also concluded that the Company's proposed customer charges for Rate GM were not unduly high based on allocated cost. Consistent with that conclusion, the Settlement reflects a scaleback of the originally filed proposals for both GM<25 and GM>25.

Regarding the Rate GL tariff, the Company's original proposal reflected a modest widening of the differential between the first block demand charge and the tail block demand charge, which would have the effect of applying modestly higher increases to smaller customers with the class. Mr. Knecht concluded that this proposal was not consistent with the cost evidence. As shown in Appendix B, the Settlement rate design for Rate GL applies a smaller increase to the first block charge than to the tail block charge, thereby narrowing the block differential, consistent with Mr. Knecht's testimony. The OSBA therefore respectfully submits that the Settlement reasonably reflects the concerns raised by OSBA in this proceeding with respect to rate design for the rate classes under which small and medium businesses take service.

**E. Customer Service**

The OSBA took no position on these issues.

V. **Conclusion**

For the reasons set forth in the Settlement itself, as well as the additional factors that are enumerated in this statement, the OSBA supports the proposed Settlement and respectfully requests that ALJ Hoyer and the Commission approve the Settlement in its entirety and without modification.

Respectfully submitted,

*/s/ Sharon E. Webb*

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Dated: August 16, 2024

# **APPENDIX J**



The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA), a signatory party to the Joint Petition for Approval of Settlement (Joint Petition or proposed Settlement), by and through its counsel at the Pennsylvania Utility Law Project, respectfully requests that the terms and conditions contained therein be approved without modification by the Honorable Mark A. Hoyer, Deputy Chief Administrative Law Judge (ALJ), and the Pennsylvania Public Utility Commission (Commission). For the reasons stated more fully below, CAUSE-PA believes that the terms and conditions of the proposed Settlement are in the public interest and should be approved.

CAUSE-PA intervened in this proceeding to ensure that Duquesne Light Company's (DLC or Duquesne) proposed rates, and terms and conditions of service, are appropriately designed and implemented in a manner which allows all consumers in DLC's service territory to access safe and affordable electric services in their homes, regardless of income level.

CAUSE-PA made a concerted effort to conduct a thorough investigation and create a detailed record in this proceeding of the issues it believes were most pressing to address in the context of the Commission's determination of whether DLC's proposed rates, and terms and conditions of service, are just, reasonable, in compliance with applicable laws, regulations, and prevailing public policy. CAUSE-PA submitted detailed written direct and surrebuttal testimony from its subject matter expert, Harry S. Geller, Esq. Mr. Geller, the former Executive Director of the Pennsylvania Utility Law Project and a nationally recognized expert in utility affordability with over five decades of experience representing low income utility consumers, focused his testimony on the unaffordability of DLC's proposed rates for low income consumers; the inadequacy of DLC's universal service programs to provide universally accessible service; and the crucial need for revisions to the policies and procedures of DLC's universal

service programs. This testimony documented, in substantial detail, the aspects of DLC's current policies and procedures which CAUSE-PA asserts must be reformed to achieve reasonable and just rates and terms and conditions of service consistent with all applicable policies, laws, and regulations governing public utilities.

The proposed Settlement reasonably addresses a range of issues raised in CAUSE-PA's testimony, and the recommendations of CAUSE-PA's witness therein. While CAUSE-PA's positions were not fully adopted, the resolution of these issues represents a fair and balanced approach which satisfies the many and varied interests of the Settling parties in a reasonable and just manner. As such, and for the specific reasons discussed in further depth below, CAUSE-PA asserts that the proposed Settlement is in the public interest and should be approved without modification.

In its initial proposal, DLC submitted a rate filing, Supplement No. 71 to the Company's Tariff Electric - Pa. P.U.C. No. 25. In Supplement No. 71, the Company proposed a general increase in electric distribution rates of approximately \$133 million. Because the proposed base rate increase includes \$32 million of revenues currently recovered under surcharges, the increase to customers over current charges would be \$101 million.<sup>1</sup>

DLC's proposed rate increase, if approved, would have resulted in a substantial increase in basic living expenses, falling especially hard on low income households who already struggle profoundly to make ends meet. DLC estimates that approximately 17%, or 93,793 of the 545,057 residential customers in its service territory, are low income.<sup>2</sup> DLC's proposed rate increase would

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<sup>1</sup> Filing Letter, p. 1.

<sup>2</sup> CAUSE-PA St. 1 at 10: 14-17.

have caused a substantial increase in basic living expenses for low income households who are already struggling to afford their monthly bills.<sup>3</sup>

The proposed Settlement represents a substantial reduction from DLC's proposed rate increase. Paragraph 28 provides that DLC will be permitted to increase its distribution rates set in this proceeding to produce increased distribution operating revenue of \$85.1 million based upon the pro forma level of operations for the 12 months ended December 31, 2025, inclusive of the \$32.1 million of revenues currently recovered under surcharges, for a net increase in revenues of \$53.0 million.

The proposed Settlement also implements a stay-out, protecting consumers from additional rate increases through 2026. Paragraph 29 of the proposed Settlement provides that DLC will not file a proposed general increase in distribution rates under Section 1308(d) of the Public Utility Code prior to March 20, 2026, unless in certain cases of Commission Orders or in response to fundamental changes in regulatory policies or federal tax policies significantly affecting DLC's rates. In such a filing, all parties would reserve their rights to challenge the basis for such a filing.

On balance, the significant reduction in overall rate increase provided for under the proposed Settlement – together with the critical enhancements to DLC's universal service programs and policies and procedures affecting low income customers discussed below in further detail – will help mitigate the negative effects of the rate increase on DLC's low income customers. The proposed Settlement includes several provisions specifically designed to provide enhanced protections for residential customers – helping to ease the acute financial hardship residential customers have experienced over recent years. Further, by providing for modifications to DLC's Transportation Electrification (TE) and Building Electrification (BE) proposals, the proposed

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<sup>3</sup> Id. at 14-15.

Settlement provides important enhancements designed to better ensure that DLC's electrification initiatives will provide appropriate and meaningful benefits to customers and are more accessible to low income customers. Overall, we assert that the provisions contained in Paragraphs 28-88 of the proposed Settlement are just, reasonable, in the public interest, and should be approved without modification.

**I. BACKGROUND**

For the purposes of the Statement in Support, CAUSE-PA adopts the procedural history as set forth in Paragraphs 1-26 of the Joint Petition for Approval of Settlement.

**II. REASONS FOR SUPPORT OF SPECIFIC SETTLEMENT TERMS AND CONDITIONS**

For the reasons discussed below, CAUSE-PA asserts that the proposed Settlement presents a reasonably balanced resolution to the issues in this proceeding. While many of the provisions of the Settlement are discussed with specificity below, CAUSE-PA's silence with respect to any particular provision does not indicate that CAUSE-PA is not in agreement with the provision. CAUSE-PA urges the ALJ and the Commission to approve the Settlement in its entirety and without modification.

**A. REVENUE REQUIREMENT AND ACCOUNTING (PARAGRAPHS 28-38)**

CAUSE-PA did not take a position in this proceeding related to the issues set forth in Paragraphs 28-38 of the proposed Settlement.

## **B. DUQUESNE LIGHT PROGRAMS**

### **1. Universal Service Programs**

#### *a. CAP - Maximum Credit Limits*

In his direct testimony, Mr. Geller detailed that more than one in every four CAP participants (28%, or over 10,000 participants) exceeded their maximum CAP credit limits in 2023 – thereby setting thousands of CAP customers up for failure by charging categorically unaffordable bills, resulting in the accrual of unmanageable arrears and increased rates of involuntary termination.<sup>4</sup> Indeed, more than one in four (27%) CAP customers that exceed their maximum CAP credit limits from January 2022 through April 2024 were terminated for nonpayment within 120 days of that exceedance.<sup>5</sup> When CAP customers exceed maximum CAP credits, arrears increase exponentially – in turn increasing uncollectible expenses and write-offs shouldered by other ratepayers.<sup>6</sup> Mr. Geller explained that an increase in base rates would further exacerbate this stark CAP failure rate, causing a cascade of other consequences.<sup>7</sup>

Mr. Geller recommended that DLC be required to increase its maximum CAP credit thresholds to fully offset rates for at least 95% of current CAP participants, and to automatically adjust its credit limits based on any intervening changes to DLC's distribution or generation rates.<sup>8</sup> He argued that DLC should adopt a prevention-based approach, and should prioritize CAP households at risk of reaching their maximum CAP credit limits for participation in LIURP or other efficiency and weatherization programs to address underlying causes of high usage. Only if

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<sup>4</sup> Id. at 37: 1-10, 45.

<sup>5</sup> Id. at 39, T. 11.

<sup>6</sup> CAUSE-PA St. 1-SR at 7-8.

<sup>7</sup> CAUSE-PA St. 1 at 35-36, 39.

<sup>8</sup> Id. at 45: 16-19.

CAP participants are LIURP eligible and subsequently refuse services, should they be permitted to be charged in exceedance of their CAP rates.<sup>9</sup>

The proposed Settlement includes a number of provisions designed to reduce DLC’s CAP failure rate. Paragraph 39 of the proposed Settlement provides that the Company will increase its maximum CAP credit thresholds in two stages. First, DLC will adjust its maximum CAP credits so that 80% of CAP participants are not expected to meet the maximum CAP credit. Second, DLC will further adjust its CAP credit thresholds by a percentage equal to the annual average increase in residential rates for each residential rate class (RS, RH, RA) approved through this Settlement. The revised maximum CAP credit will be calculated as of the effective date of rates in this proceeding, and is estimated to be as follows:

FPIG	Non-Heating	Electric Heating
0-50%	\$2,100.00	\$2,700.00
50-100%	\$1,600.00	\$2,200.00
100-150%	\$1,100.00	\$1,500.00

Paragraph 40 of the proposed Settlement requires that DLC, by March 1, 2025, to provide written notice to CAP customers who have used 75% of their allowable CAP credits that they may be eligible for an exception to the maximum CAP credit. These notices will also advise customers of the substance of exemptions, how to obtain exemptions – and will inform participants that they may be eligible for LIURP and/or other efficiency programs to help reduce energy usage, and how to apply for these programs.

Paragraph 41 of the proposed Settlement provides that DLC will prioritize CAP customers for LIURP services if they exceed 50% of the CAP credits on or before the 5th month of their

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<sup>9</sup> *Id.* at 47-48.

participation in CAP. DLC will perform targeted outreach to this segment of CAP customers through a process developed in conjunction with its Income Eligible Advisory Group (IEAG).

Taken together, the provisions at Paragraphs 39-41 represent important improvements to DLC's policies and procedures for its CAP maximum credit limits, and will help to ensure that low income CAP participants are better insulated from the financial impact of DLC's rate increase. DLC's high CAP failure rate severely hinders the ability of CAP customers to access just and reasonable rates – and for CAP to combat increased unaffordability as a result of the present proceeding.<sup>10</sup> While Mr. Geller's recommendations were not adopted in their entirety, requiring DLC to adjust its maximum CAP credits in the manner described above will help reduce the current failure rate and, in turn, will offset the further erosion of CAP assistance as a result of DLC's increase in base rates. In turn, prioritizing CAP customers for LIURP services as set forth in the proposed Settlement will allow CAP customers to access important usage reduction assistance *before* they exceed their CAP maximum credit limits – helping to further reduce DLC's high CAP failure rate. Finally, requiring DLC to alert customers who have reached 75% of their maximum credit limits that they may be eligible for an exemption, LIURP assistance, or other forms of assistance will help CAP customers learn about available assistance before they reach their maximum CAP credits limits and start receiving categorically unaffordable bills. While CAUSE-PA's recommendations were not fully adopted, the proposed Settlement provisions represent a balanced and reasonable compromise between the Settling parties and should be approved without modification.

b. CAP Credit Limit Exemptions

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<sup>10</sup> Id. at 40.

DLC's current CAP maximum credit limit exemption policy is inappropriately restrictive, subjective, and potentially based on biased or discriminatory judgments about customer's household composition, medical conditions, medical usage, condition of the home, or other deeply personal and subjective factors.<sup>11</sup> Through testimony, Mr. Geller explained that DLC is not currently recognizing any true exemptions to the policy, and is instead applying a partial exemption based on arbitrary decisions about assumed medical usage. He noted that very few CAP participants are able to access DLC's partial exemptions, and explained that CAP participants are only advised of maximum CAP credits when they enroll in CAP and that there is no clear policy or process for CAP customers to request an exemption.<sup>12</sup> Mr. Geller recommended that DLC revise its maximum CAP credit exemption policy to include all exemptions set forth in the Commission's CAP Policy Statement,<sup>13</sup> and apply true exemptions to its maximum CAP credit limits – rather than its current limited and arbitrary partial exemption.<sup>14</sup>

Paragraph 42 of the proposed Settlement provides that DLC will revise its maximum CAP credit exceptions to include all exemptions contained in the Commission's CAP Policy Statement at 69 Pa. Code 69.265(3)(vi) (Exemptions). Paragraph 43 further provides that CAP customers who meet the exemptions contained in section 69.265(3)(vi) will receive a full exemption to the maximum CAP billing credits until their annual reset date.

Paragraph 44 of the proposed Settlement provides that, within 60 days of a final Order in this proceeding, Duquesne Light will establish a simple, streamlined policy and procedure for CAP customers to request an exemption, and requires DLC to review this policy and procedure with its IEAG. In addition, this Paragraph prohibits DLC from requesting information about the nature of

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<sup>11</sup> Id. at 42.

<sup>12</sup> Id. at 42-43.

<sup>13</sup> Id. at 45.

<sup>14</sup> Id. at 46.

either a CAP participant's or their household member's illness or medical condition regarding a request for an exemption to the maximum CAP credit policy.

Finally, Paragraph 45 provides that DLC will track certain key information related to maximum CAP credit limits, including CAP customers' requests for exemptions to the maximum CAP credits; whether the exemption requests were approved or denied, and reason of denial; and the number of CAP participants reaching maximum credit limits before the end of the program year and the number of CAP participants who are experiencing payment trouble or termination issues. This data will be provided to members of DLC's IEAG on an annual basis. Importantly, Paragraph 45 provides that all parties expressly reserve the right to propose changes to its CAP maximum credit policy in a future proceeding.

CAUSE-PA asserts that these provisions of the proposed Settlement are just, reasonable, and in the public interest. As Mr. Geller explains through testimony, the consequences of exceeding maximum CAP credits are severe.<sup>15</sup> CAP customers who exceed these limits are subjected to categorically unaffordable bills and face a substantial increased risk of involuntary termination.<sup>16</sup> Requiring DLC to align its exemptions with those provided for in the Commission's CAP Policy Statement will help CAP participants who would otherwise exceed CAP maximum credit limits for reasons beyond their control to continue to receive discount CAP rates and stay connected to essential services. Requiring DLC to establish a simple, streamlined policy and procedure for how CAP customers can request exemptions, in consultation with the IEAG, will also help to ensure that DLC's CAP customers are better able to access available exemptions and, in turn, maintain service at a consistently affordable rate.

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<sup>15</sup> Id. at 38-39.

<sup>16</sup> Id.

Paragraphs 42-44 will help CAP participants receive a full exemption and ensure that they will not be subject to an unreasonable process whereby DLC determines additional CAP credits to be applied through subjective and arbitrary processes. Prohibiting DLC from requesting information related to the nature of CAP household's medical illnesses or conditions when determining exemptions, as provided for by Paragraph 44, will help to shield CAP customers from invasive and inappropriate inquiries into individual health status while applying for available exemptions. This restriction is also consistent with the Commission's other policies regarding medical-related protections, ensuring a utility is not making judgments based on a consumer's health status.

Finally, the proposed Settlement provides for important additional review and improvement of DLC's policies, procedures, and tracking related to exemptions. By requiring that DLC establish a simple, streamlined policy and procedure for requesting an exemption to the maximum CAP credit limit, in consultation with the IEAG, Paragraph 45 will help ensure that vulnerable CAP customers – including medically vulnerable households – are able to maintain service at a consistently affordable rate. Requiring DLC to track certain information related to exemptions, including exemption denials by reason of denial, as provided for under Paragraph 45, will help the Commission and interested stakeholders to better evaluate whether and to what extent exemptions are accessible to CAP participants.

Taken together, the provisions at Paragraph 39-45 of the proposed Settlement represent important improvements to DLC's policies and procedures related to CAP maximum credit limits. This will, in turn, help to reduce high arrearages associated with maximum CAP credit exceedance and will, in turn, help ensure that vulnerable households are able to maintain service at consistently

affordable rates. We therefore assert that these provisions are just, reasonable, in the public interest, and should be approved without modification.

*c. Universal Service Charge*

CAUSE-PA did not take a position in this proceeding on the issues related to calculation of the Universal Service Charge provided for in Paragraph 46 of the proposed Settlement.

*d. Definition of Confirmed Low Income Customers*

Through his direct testimony in this matter, Mr. Geller raised concerns that DLC's current definition of "confirmed low income residential accounts" was unduly restrictive and out of line with the Commission's definition, therefore resulting in significant undercounting of DLC's low income customers.<sup>18</sup> Mr. Geller explained that Section 54.72 of the Commission's regulations categorize confirmed low income residential accounts as those where the EDC has obtained information that would reasonably place the customer in a low income designation.<sup>19</sup> By contrast, DLC currently defines confirmed low income customers narrowly, including only customers that are actively enrolled in CAP or that recently received assistance through LIHEAP, LIURP, or CAP.<sup>20</sup>

Mr. Geller recommended that DLC be required to adopt broader definition of "confirmed low income customers" consistent with the Commission's regulations at Section 54.72.<sup>21</sup> Mr. Geller recommended that this information include, at minimum, collection of customer information through income and CAP screening process as well as certain categories set forth in his direct testimony, including self-certification by customers.<sup>22</sup> Mr. Geller also recommended, in

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<sup>18</sup> Id. at 11.

<sup>19</sup> Id. at 22-23.

<sup>20</sup> Id.

<sup>21</sup> Id. at 23-24.

<sup>22</sup> Id. at 23.

contemplation of the prohibition on winter terminations which applies to customers with incomes of up to 250% FPL, the DLC be required to develop policies to improve identification of households between 150-250% FPL.<sup>23</sup>

Paragraph 47 of the proposed Settlement requires DLC to modify the definition of ‘confirmed low-income customers’ included in its residential tariff to mirror the Commission’s definition. Paragraph 48 provides that DLC will accept a low-income customer’s self-certification of income for purposes of the winter moratorium protections. Paragraph 49 also requires DLC to add to each residential tariff under “Special Provisions,” a new paragraph with the following language: “A confirmed low-income residential customer or applicant, will be afforded each protection accorded by tariff or regulation to any customer or applicant with household income at or below 150% of the Federal Poverty Level.”

CAUSE-PA asserts that the provisions at Paragraphs 47-49 of the proposed Settlement provide for important improvements to DLC’s policies related to the classification of confirmed low income customers. While Mr. Geller’s recommendations to regarding DLC’s definition of confirmed low income customers were not adopted in their entirety, requiring DLC to conform to the Commission’s definition of confirmed low income customer will help DLC to better identify its low income customers and ensure they can access important protections, including protection against winter terminations. As Mr. Geller identified, DLC terminated service to over 500 confirmed low income customers from 2021 through 2024 because they had not properly identified their low income status.<sup>24</sup> Requiring DLC to accept self-certification related to the winter moratorium protections will help to eliminate unnecessary barriers to low income customers receiving protection against winter termination. Finally, requiring that DLC revise its tariff

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<sup>23</sup> Id. at 23-24.

<sup>24</sup> Id. at 22.

language to indicate that confirmed low income customers and applicants will be afforded protections required by tariff and regulation will help to provide clarity related to protections afforded to DLC's confirmed low income customers. These provisions reasonably balance the varied interests of the Settling parties, are reasonable, and should be approved without modification.

*e. Customer Notices*

As discussed extensively in Mr. Geller's testimony, DLC's universal service programs are woefully undersubscribed compared to existing need amongst low income customers.<sup>25</sup> For example, as of May 2024, only 37,790 DLC customers were enrolled in CAP, compared to the 93,793 households that DLC estimates are low income in its service territory and eligible for lower CAP rates.<sup>26</sup>

Paragraph 50 of the proposed Settlement provides that, on its Payment Arrangement web page, the Company will offer customers a stand-alone plain language notice of the customer's right to enter into CAP and an explanation of the advantages of CAP's arrearage forgiveness benefits. This Paragraph also provides that DLC will develop this notice in collaboration with its IEAG – and that DLC will also provide this CAP notice on an annual basis to Confirmed Low Income customers 60 days prior to the end of the winter moratorium.

Paragraph 51 of the proposed Settlement further provides that DLC will adopt a procedure for providing a stand-alone plain language notice to electric heating customers found to be without heating service at the time of the Company's Cold Weather Survey related to the customer's right to enter into CAP and an explanation of CAP's arrearage forgiveness benefits. This Paragraph further requires that this education include information about LIHEAP, its benefits and how to

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<sup>25</sup> Id. at 62.

<sup>26</sup> Id. at 26-27.

apply, as well as Dollar Energy Fund (DEF) and any other resources that may be available in the community to potentially help with reconnection. Finally, this Paragraph provides that DLC should develop the Plain English notice in collaboration with its IEAG.

CAUSE-PA asserts that these proposed Settlement provisions are just, reasonable, and in the public interest. As discussed, only a small portion of DLC's low income customers have been able to successfully access DLC's universal service programs. The provisions contained in Paragraphs 50-51 will provide important information to low income customers regarding assistance programs, including DLC's CAP. Timing these notices 60 days before the end of the winter moratorium encourages CAP enrollment before customers face renewed terminations at the end of the winter moratorium. Requiring that these notices also provide information about LIHEAP, DEF, and other potential sources of assistance will help customers to potentially learn about available assistance if they are having payment difficulties or are facing service termination. For these reasons, we assert that the provisions contained at Paragraphs 50-51 of the proposed Settlement are just, reasonable, in the public interest, and should be approved without modification.

*f. LIHEAP auto-enrollment and auto-recertification*

In discussing the significant under-enrollment of DLC's low income assistance programs, addressed in detail above, Mr. Geller recommended that DLC adopt several provisions that would assist DLC in best utilizing LIHEAP data from the Department of Human Services (DHS) to improve CAP enrollment and retention. Mr. Geller recommended that DLC develop a process for utilizing the shared data to facilitate auto-enrollment and auto-recertification of LIHEAP recipients into its CAP.<sup>27</sup> Mr. Geller specifically recommended that, within 90 days of a final order in this

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<sup>27</sup> Id. at 66:15-17.

proceeding, DLC be required to file a Petition to amend its USECP to permit auto-enrollment and auto-recertification.<sup>28</sup> Further, Mr. Geller recommended DLC convene at least one meeting with its IEAG to obtain feedback on the Petition before filing.<sup>29</sup>

Paragraph 52 of the proposed Settlement provides that, within 120 days of the final order in this proceeding, DLC will file a Notice to permit auto-recertification of CAP customers based on LIHEAP data from DHS. Paragraph 53 provides for two important provisions, 1) that DLC will hold at least one meeting with its IEAG to obtain feedback about use of DHS LIHEAP data for purposes of autoenrollment into CAP, and 2) that within one year of the effective date of rates in this proceeding, DLC will file a Petition that includes amended budget projections, identifies a proposed process and timeframe for autoenrollments, and propose any amendments to its USECP which are necessary to facilitate CAP autoenrollments.

We assert that the provisions contained at Paragraphs 52-53 of the proposed Settlement are reasonable and should be approved. While Mr. Geller's recommendations were not approved in their entirety, nor on his recommended timeline, these proposed Settlement provisions will eventually help to leverage DHS data to improve overall enrollment into DLC's CAP as well as better ensure that CAP enrollees are not removed from the program for failure to recertify.

Taken together, we assert that these provisions regarding the appropriate use of DHS LIHEAP data are just, reasonable, in the public interest, and should be approved without modification.

*g. Security Deposit Prohibitions for Low Income Customers*

In his direct testimony, OCA expert witness Roger Colton explains that DLC should be required to make changes to bring its tariffs, along with policies and practices, into compliance

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<sup>28</sup> *Id.* at 66:18-20.

<sup>29</sup> *Id.* at 66:20-21.

with the security deposit prohibitions in Chapter 14 of the Public Utility Code and the Commission’s regulations regarding whether and when to exempt low income customers from cash security deposit requirements.<sup>30</sup> Mr. Colton explains that DLC’s current tariff provides a much narrower exemption than those required by statute and PUC regulations.<sup>31</sup> In particular, requiring that DLC obtain informed consent before applying security deposits to account balances – as well as explaining how applying deposits will impact customers’ monthly bills – will help to ensure that DLC’s customers are able to make informed decisions whether deposits are refunded or applied to their accounts.<sup>32</sup> For these reasons, we assert that the provisions contained in Paragraph 50 of the proposed Settlement is just, reasonable, in the public interest, and should be approved without modification.

*h. Hardship Fund*

As discussed extensively in Mr. Geller’s direct testimony, DLC’s Hardship Fund is not adequately meeting the well documented need for assistance.<sup>33</sup> Mr. Geller explained that the average arrearage amount held by low income customers regularly exceeds the maximum Hardship Fund grant limit of \$500.<sup>34</sup> Mr. Geller also noted that DLC’s Hardship Fund is severely underfunded. As of March 2024, DLC’s Hardship Fund was reported as having just \$125,554, with these funds being fully spent the following month.<sup>35</sup> Mr. Geller recommended that DLC (1) increase its annual hardship funding available for grant assistance by an additional \$1 million over existing funding levels; (2) eliminate upfront payment requirements for its Hardship Fund that serve as a barrier to households with acute financial hardship; (3) amend seasonal parameters so,

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<sup>30</sup> OCA St. 5 at 64.

<sup>31</sup> Id.; see also 66 Pa. C.S. § 1404(a.1); 52 Pa. Code § 56.32(e),

<sup>32</sup> Id. at 65.

<sup>33</sup> CAUSE-PA St. 1 at 57: 1-8.

<sup>34</sup> Id. 1 at 57-58.

<sup>35</sup> Id. at 58: 8-14.

at minimum, customers whose electric service is off or who are at imminent risk of termination can access hardship funding; and (4) increase its maximum grant amount from \$500 to \$600.<sup>36</sup>

Paragraph 55 of the proposed Settlement provides that DLC will increase the maximum Hardship Fund grant amount from \$500 to \$600. Currently, DLC does not contribute shareholder funding to its Hardship Fund. Paragraph 56 of the proposed settlement provides that DLC will contribute \$350,000 per year in shareholder funding to its Hardship Fund for 2025, 2026, 2027, and that any unspent funds will be rolled over and added to the budget for the following year.

We assert that the provisions contained at Paragraphs 55-56 of the proposed Settlement are reasonable and should be approved. While Mr. Geller's recommendations were not fully adopted, these proposed Settlement provisions will help to meaningfully improve access to DLC's Hardship Fund – helping to offset the negative financial impact of increased rates on low income households. By increasing the maximum Hardship Fund grant amount to \$600, the proposed Settlement will help to better serve customers who carry higher arrearage balances and face termination as a result of these balances. Importantly, the proposed Settlement provides for an additional \$350,000 of annual funding for DLC's Hardship Fund for 2025, 2026, and 2027. This additional funding is critical given the considerable underfunding of DLC's Hardship Fund in light of pervasive need, and the likelihood this need will grow more pronounced following implementation of increased rates. Taken together, we assert that these improvements to DLC's Hardship Fund are just, reasonable, in the public interest, and should be approved without modification.

*i. Low Income Usage Reduction Program (LIURP)*

Mr. Geller explained through testimony in this case that DLC's LIURP, otherwise known as Smart Comfort, serves only a small portion of those in need of comprehensive energy efficiency

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<sup>36</sup> Id. at 60-61.

and usage reduction assistance.<sup>37</sup> Mr. Geller also explained that DLC's LIURP is insufficiently funded to meet to need for usage reduction assistance amongst its low income customers, and that the program is critical to help offset the disproportionate impact of increased rates on high usage households.<sup>38</sup> Notably, DLC consistently spends far fewer dollars for each baseload participants, and has a disproportionately low LIURP spending rate, compared to other electric distribution companies (EDCs).<sup>39</sup>

To help improve the reach of LIURP, and offset the impact of an approved rate increase, Mr. Geller recommended that DLC (1) increase its LIURP budget by \$1 million per year and roll over any unspent funds to the LIURP budget for the following year; (2) review baseload measures with members of its IEAG; and (3) ensure appropriate coordination of LIURP with other programs – including its building electrification program.<sup>40</sup>

Paragraph 57 of the proposed Settlement provides that DLC will increase its existing Smart Comfort LIURP budget by \$300,000 per year resulting in a total annual budget of \$3.753M, which will be recovered through Rider No. 5 – Universal Services Charge. This Paragraph further provides that DLC will continue to carry over any unspent LIURP funds from the previous program year and add them to the budget for the following program year.

Paragraph 58 of the proposed Settlement provides that, within 6 months of a final order in this proceeding, DLC will review its LIURP baseload measures with members of its IEAG and identify additional LIURP measures for inclusion in baseload jobs. Paragraph 59 of the proposed Settlement required that DLC waive the high usage requirement for participation in LIURP for

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<sup>37</sup> Id. at 50-51.

<sup>38</sup> Id. at 52-23.

<sup>39</sup> Id. at 48, 53: 1-9.

<sup>40</sup> Id. at 54-55.

CAP customers that have exceeded 75% of their maximum CAP credit discount limit where consumption reduction opportunities exist.

CAUSE-PA asserts that the provisions at Paragraphs 57-59 of the proposed Settlement will provide meaningful improvements to DLC's LIURP, are reasonable, and should be approved. By requiring that DLC increase LIURP funding, and the availability of LIURP services, these terms will help additional low income customers access usage reduction assistance which can play a critical role in improving household energy efficiency and mitigating rate unaffordability. In line with Mr. Geller's recommendations, Paragraph 58 requires that DLC review LIURP baseload measures with its IEAG to identify additional measures for inclusion in baseload jobs. This process will help DLC to improve the savings achieved through LIURP and provide low income customers with increased energy efficiency benefits as a result of LIURP service.

Finally, Paragraph 59 of the proposed Settlement provides that DLC waive high usage requirements for CAP customers that have exceeded 75% of their maximum CAP credit discount limit where consumption opportunities exist. As discussed above, a substantial number of CAP participants exceed their maximum CAP credit limits each year and become subject to categorically unaffordable rates. Allowing CAP customers who are in danger of exceeding these limits to access LIURP services is essential to addressing usage issues beyond these customer's control which may ultimately lead to exceeding CAP credit limits. Prioritization of households at risk of exceeding their maximum CAP credit limits will help offset the impact of the rate increase on DLC's lowest income households.

In sum, while Mr. Geller's recommendations related to DLC's LIURP were not adopted in their entirety, the provisions contained at Paragraphs 57-59 of the proposed Settlement represent

important improvements to DLC’s LIURP. We assert that these provisions are just, reasonable, in the public interest, and should be approved without modification.

*j. USECP Budget Forecast*

CAUSE-PA did not take a position related to the budget forecast issues set forth in Paragraph 60 of the proposed Settlement.

**2. Transportation Electrification and Load Management**

Electric vehicles (EVs) are not accessible for the average low income household.<sup>41</sup> With the high cost of EV ownership, the act of simply installing EV chargers and make-ready in low income communities is likely to bring with it “green gentrification” – in which “low income communities and communities of color are displaced from their neighborhoods as higher income families look to take advantage of green infrastructure investments, and drive up rents in the process.”<sup>42</sup>

Mr. Geller expressed concern through his testimony that DLC had not adequately assessed EV ownership, and the barriers to such ownership, amongst low income families – or whether low income consumers have been able to meaningfully participate in DLC’s past Transport Electrification (TE) offerings.<sup>43</sup> Mr. Geller set forth detailed recommendations related to DLC’s proposed TE initiatives and programs to address the disparities in TE access amongst low income customers. These recommendations included that DLC be required to (1) devote 100% of its Community, Fleet & Transit Pilot budget to support projected sited or directed serving mobility priority areas, and explain prioritization of criteria related to these areas; (2) exempt CAP customers from the costs of DLC’s Home Charging Pilot, if approved; (3) maintain the CAP

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<sup>41</sup> *Id.* at 83-84.

<sup>42</sup> *Id.* at 84: 13-18.

<sup>43</sup> *Id.* at 85-86.

exclusion from the EV TOU rate offering, if approved; and (4) to the extent that DLC's customer engagement offerings are approved, exempt CAP customers from paying the costs of the program.<sup>44</sup>

Paragraph 61 of the proposed Settlement provides for implementation of DLC's Transportation Electrification (TE) Portfolio, as described in DLC Statement 6, with several modifications - as described in Paragraph 62.

First, the Community, Fleet, and Transit Pilot is modified so that (1) DLC is required to target 35% of the Community, Fleet, & Transit Pilot to serve Electric Mobility Priority Area projects; (2) DLC's make-ready rebate proposal is withdrawn; and (3) an additional \$500,000 will be added to the annual make-ready construction pathway budget.

Second, Paragraph 63 withdraws the Company's EV-only TOU proposal. Paragraph 63 provides for adoption of the whole home EV TOU proposal with certain rate factors as a compromise position between the parties, to continue until the effective date of rates in DLC's next base rate proceeding. Third, Paragraphs 65-68 provide for approval of the Managed Home Charging Pilot; the Awareness, Education, and Engagement activities; the Electric Fleet Advisory Service; and the EV Registration Incentives.

While our recommendations were not adopted in their entirety, CAUSE-PA asserts that the provisions contained in Paragraphs 61-68 of the proposed Settlement reasonably balance the interests of the Settling parties and should be approved. Requiring that DLC target 35% of its Community, Fleet & Transit Pilot toward Electric Mobility Priority Area projects will help to ensure that a meaningful portion of efforts under this Pilot are directed to low income consumers and their communities. In conjunction with the improvements to TE planning, collaboration, and

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<sup>44</sup> Id. at 99: 23-37.

tracking discussed below, CAUSE-PA asserts that these provisions are a reasonable compromise based on the parties' interest and should be approved without modification.

*k. TE Plan and Collaboration*

As discussed, Mr. Geller raised significant concerns through testimony that DLC's proposed TE offerings did not adequately consider and account for the significant barriers to EV adoption faced by low income families and their communities.<sup>45</sup> Mr. Geller recommended several revisions to DLC's TE proposals to address these disparities in access, including that DLC be required to explain how it intended to prioritize certain criteria developed by DLC related to mobility priority areas.<sup>46</sup>

The proposed Settlement sets forth several important provisions related to effectuating TE offerings in coordination with stakeholders and parties. Paragraph 69 provides that, within 120 days of the final order in this proceeding and at least once annually for the duration of the TE Portfolio, DLC will convene a collaborative working group, including parties to this proceeding and other interested stakeholders, to discuss the TE Portfolio, including progress on serving low income customers and Electric Mobility Priority Areas.

Paragraph 70 of the proposed Settlement provides that DLC will consult with stakeholders to develop and evaluate a plan for approved rate options and a pilot that will be submitted as a compliance filing within 6 months of the final order in this proceeding. At minimum, this plan will contain certain detailed information set forth under Paragraph 70, including an assessment of low income participation in each TE program as reasonably possible, by FPL range; barriers to low income participation; and proposals to remediate these barriers.

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<sup>45</sup> Id. at 83-85.

<sup>46</sup> Id.

In addition, Paragraph 71 of the proposed Settlement provides that, within 6 months of the final order in this proceeding, DLC will work with its IEAG to develop and implement a plan for low income engagement in TE initiatives, with the goal of facilitating access for low income customers. Paragraph 72 further provides that, within 6 months of a final order in this proceeding, DLC will work with interested stakeholders to explore development of a new EV distribution rate for public-facing EV chargers for possible inclusion in its next base rate proceeding.

The provisions contained at Paragraphs 69-72 of the proposed Settlement set forth important enhancements to DLC's proposed TE initiatives, helping to infuse critical equity considerations into the development and deployment of EV policy and infrastructure deployment. Importantly these provisions require that DLC regularly engage stakeholders and interested parties to discuss issues related to TE offerings, including whether low income customers and Electric Mobility Priority Areas can meaningfully access these offerings. By requiring that DLC develop detailed plans related to TE initiatives, Paragraphs 69-72 will help to evaluate whether TE initiatives are providing meaningful consumer benefits to low income households. Requiring DLC to implement a plan in conjunction with its IEAG to facilitate low income customer participation in TE initiatives will also provide an important avenue whereby DLC and its stakeholders can analyze barriers to TE adoption faced by low income customers and determine additional avenues of TE participation for these customers. For these reasons, we assert that the provisions at Paragraphs 69-72 of the proposed Settlement are just, reasonable, in the public interest, and should be approved without modification.

### **3. Other Riders and Tariff Modifications**

CAUSE-PA did not take a position in this proceeding related to the other rider and tariff modification issues set forth in Paragraphs 73-75 of the proposed Settlement.

#### 4. Building Electrification (BE) Program

Through his testimony submitted in this matter, Mr. Geller raised concerns that DLC's BE proposals did not adequately leverage and coordinate with whole-home energy efficiency and weatherization programs; that low income customers would not be able to meaningfully access program benefits; and that DLC has not appropriately evaluated whether and how low income customers can realize beneficial electrification.<sup>47</sup> Mr. Geller set forth detailed recommendations to improve DLC's BE proposals, if approved, including that DLC be required to develop a clear process for connecting low income customers with other assistance which may support efficiency, weatherization, and beneficial electrification efforts, including LIURP, other universal service programs, Act 129 programs, and various federal programs funded through the Inflation reduction Act.<sup>48</sup> Mr. Geller also expressed general support of DLC's electrification proposal for affordable multifamily housing providers, but indicated that additional details related to the program were necessary.<sup>49</sup>

Paragraph 76 of the proposed Settlement provides that DLC's Building Electrification (BE) Program is modified to include only the following components and related costs, as set forth in DLC St. 5 at 30: Awareness, Education & Engagement (AEE), and the Workforce Development & Contractor Network. In addition, Paragraph 76 provides that the Low Income Housing Provider Program is approved with a budget not to exceed \$100,000 per year. Pursuant to these provisions, the Low Income Housing Provider Program will be a three year pilot running from January 2025 through December 2027. The costs of these components will be included in revenue requirements.

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<sup>47</sup> Id. at 68-69.

<sup>48</sup> Id. at 98-99.

<sup>49</sup> Id. at 80: 6-21.

Paragraph 77 of the proposed Settlement further provides that DLC withdraws the BE Customer Incentives component, including related rebates/ incentives, of the BE Program as set forth in DLC St. 5 at 30. Paragraph 78 of the proposed Settlement requires DLC to develop a process through its AEE for connecting low income customers with local, state, and federal programs which may support home efficiency, weatherization, beneficial electrification, and home health and safety repairs to help improve home health and reduce energy burden.

CAUSE-PA asserts that the provisions at Paragraphs 76-78 of the proposed Settlement reasonably balances the varied interest of the Settling parties and should be approved. Importantly, Paragraph 76 provides for implementation of the Low Income Housing Provider Program on a pilot basis. As discussed, CAUSE-PA and its expert witness are supportive of these initiatives, which could help preserve affordable housing by reducing overall energy costs for low income housing providers in DLC's service territory.<sup>50</sup> Requiring DLC to coordinate BE efforts with other local, state, and federal programs support efficiency, weatherization, beneficial electrification, and health/safety will also help ensure that low income customers who access the BE can realize tangible benefits as a result, including reduced energy burdens. For these reasons, we assert that the provisions at Paragraphs 76-78 of the proposed Settlement are just, reasonable, in the public interest, and should be approved without modification.

### **C. REVENUE ALLOCATION AND RATE DESIGN**

DLC initially proposed to increase its fixed monthly charge for RS, RH, and RA from \$12.50 to \$15.00.<sup>51</sup> Mr. Geller explained through his testimony in this matter that DLC's proposal to increase its fixed monthly charge for residential customers would undermine the ability of low

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<sup>50</sup> Id.

<sup>51</sup> DLC Exhibit DBO-2, Redline, Supplement No. 71 to Electric – Pa. PUC No. 25, Third Revised Page Nos. 38, 40.

<sup>43</sup> CAUSE-PA St. 1 at 31.

income customers to control costs through energy efficiency, conservation, and consumption reduction – as well as the regulatory goals of LIURP to help customers control their bills through usage reduction assistance.<sup>52</sup> Mr. Geller recommended that DLC’s fixed monthly customer charge should not be increased.<sup>53</sup>

Paragraph 80 of the proposed Settlement provides that the fixed monthly customer charge for Rates RS, RA, and RH will be \$13.00 per month, much lower than the \$15.00 proposed customer charge.

CAUSE-PA asserts that the provisions at Paragraph 80 are reasonable and should be approved. Permitting DLC to increase its fixed monthly charge to \$13.00 represents a sizable reduction to DLC’s original fixed charge proposal of \$15.00. This proposal will help residential customers to better control increased costs through usage reduction compared to DLC’s initial fixed charge proposal. As Mr. Geller explains, this is particularly important for low income customers who already struggle profoundly to pay for electric service and rely on the ability to offset high bills through conservation efforts.<sup>54</sup> While Mr. Geller’s recommendations related to DLC’s fixed charge were not adopted in their entirety, we assert that these provisions represent a balanced compromise of the Settling parties’ interests. For these reasons, we assert that these provisions are just, reasonable, in the public interest, and should be approved without modification.

CAUSE-PA did not take a position in this proceeding related to the RA sunset issues set forth in Paragraph 81 of the proposed Settlement.

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<sup>52</sup> Id. at 31-32.

<sup>53</sup> Id. at 33: 1-6.

<sup>54</sup> Id. at 32: 1-6.

#### **D. CUSTOMER SERVICE**

CAUSE-PA did not take a specific position related to the Customer Service issues set forth in Paragraphs 82-85 of the proposed Settlement. We are nevertheless supportive of these provisions which represent important improvements to the quality of DLC's customer service. These improvements are especially important for low income customers who will require increased assistance to manage high costs and will face increased payment trouble and termination rates following an increase in rates for basic services.

#### **E. ELECTRIC SAFETY**

CAUSE-PA did not take a position related to the Electric Safety issues set forth in Paragraphs 86-88 of the proposed Settlement.

### **III. THE SETTLEMENT SATISFIES THE PUBLIC INTEREST**

The Commission's regulations lend unambiguous support for settlements, and declare: "It is the policy of the Commission to encourage settlements."<sup>55</sup> The Commission has also set explicit policy guiding settlement of a major rate case, explaining in its codified statement of policy that "the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at the conclusion of a fully litigated proceeding."<sup>56</sup> Settlements are preferred, at least in part, because they "lessen the time and expense that Parties must expend litigating a case and, at the same time, conserve resources."<sup>57</sup> In reviewing whether to approve a proposed settlement, the Commission must determine whether the terms and conditions are in the public interest based on a preponderance of the evidence "showing a likelihood or probability of public benefits that need

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<sup>55</sup> 52 Pa. Code § 5.231.

<sup>56</sup> 52 Pa. Code § 69.401.

<sup>57</sup> See Commonwealth of Pa. et al. v. IDT Energy, Inc., Docket No. C-2014-2427657, at 35-37 (Tentative Order entered June 30, 2016).

not be quantified or guaranteed.”<sup>58</sup> Historically, the Commission has defined the public interest as inclusive of ratepayers, shareholders, and the regulated community at large.<sup>59</sup> Of course, proposed settlement terms must also be consistent with applicable law.<sup>60</sup>

The proposed Settlement was achieved by the Joint Petitioners after an extensive investigation of DLC’s filings. The Joint Petitioners engaged in extensive informal and formal discovery to investigate DLC’s filings and proposals and submitted extensive testimony in this proceeding. The proposed Settlement was developed after extensive negotiation and consideration by the Joint Petitioners.

CAUSE-PA asserts that the proposed Settlement is in the public interest. The proposed Settlement represents a balanced compromise of the issues raised by the Settling parties and amicably resolves a substantial number of issues raised in this proceeding, and thereby avoid additional costly litigation on these issues.<sup>61</sup> The proposed Settlement is consistent with Commission’s rules and practice encouraging settlements, set forth in 52 Pa. Code §§ 5.231, 69.391, 69.401-69.406, and is supported by substantial record evidence.<sup>62</sup> For these reasons, and the reasons set forth throughout this Statement in Support, the proposed Settlement is just, reasonable, in the public interest, and should be approved without modification.

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<sup>58</sup> See id. (quoting Popowsky v. Pa. PUC, 594 Pa. 583, 937 A.2d at 1040 (2007)).

<sup>59</sup> See id. (citing Pa. PUC v. Bell Atlantic Pennsylvania, Inc., Docket No. R-00953409 (Order entered Sept. 29, 1995)).

<sup>60</sup> See id. (citing Dauphin County Indus. Dev. Auth. v. Pa. PUC, 2015 Pa. Commw. LEXIS 381 (Sept. 9, 2015)).

<sup>61</sup> Id.

<sup>62</sup> Id.

#### IV. CONCLUSION

The proposed Settlement was achieved by the Joint Petitioners after an extensive investigation of DLC's filing and negotiations amongst the parties. CAUSE-PA asserts that the proposed Settlement is a reasonable resolution to a variety of complex issues, is in the public interest, and should be approved. Acceptance of the proposed Settlement avoids the necessity of further administrative and possible appellate proceedings about the settled issues – which would have been undertaken at a substantial cost to the Joint Petitioners. Accordingly, CAUSE-PA respectfully requests that Deputy Chief ALJ Hoyer and the Commission approve the proposed Settlement without modification.

Respectfully submitted,  
*Counsel for CAUSE-PA*



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# **APPENDIX K**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission

v.

Docket No. R-2024-3046523

Duquesne Light Company

**PENNSYLVANIA WEATHERIZATION PROVIDERS TASK FORCE INC.'S  
STATEMENT IN SUPPORT OF JOINT PETITION  
FOR SETTLEMENT**

NOW COMES the Intervenor, the Pennsylvania Weatherization Providers Task Force, Inc. (Providers Task Force) and files this Statement in Support of the Joint Petition for Approval of Settlement in the above-captioned matter and agrees to its terms based upon the following:

1. The Pennsylvania Weatherization Providers Task Force, Inc. (Providers Task Force), is a Pennsylvania non-profit corporation and a statewide association of thirty-seven (37) organizations providing utility assistance and energy conservation services in each of the Commonwealth's sixty-seven counties
2. The Providers Task Force, through its member agencies, Pennsylvania community-based organizations, administers universal service programs for several utility companies in Pennsylvania.
3. Although the Providers Task Force joins in the settlement of all issues, this Statement in Support will address only those issues that the Providers Task Force addressed in its intervention and testimony.
4. The Providers Task Force intervened in this proceeding to address the Company's universal service programs and rate design proposals.

5. The Providers Task Force presented the direct testimony of Jennifer Warabak. Ms. Warabak's testimony addressed the Company's universal service program and rate design.

6. The Providers Task Force supports the Joint Petition for Approval of Settlement and believes that it is in compliance with the applicable laws and regulations and serves the public interest based upon the following:

A. The Settlement increases funding for the Company's LIURP program for the residential class. This increase will help low-income customers deal with the effect of the rate increase resulting from this Settlement;

B. The Company has agreed to increase its contribution to its hardship fund and to increase the maximum grant available to its customers under the hardship fund;

C. The Company proposed in its initial filing to increase its fixed monthly residential customer charge from \$12.50 to \$15.00, an increase of 20%. Such an increase in the fixed charge would have lessened the motive and ability of the residential class to conserve energy and reduce their monthly bill. The Settlement provides that the fixed monthly customer charge for residential customers will remain at \$13.00;

D. This settlement is consistent with the Commission's obligation under the Electric Choice and Competition Act to ensure that universal service programs are appropriately funded and available and that energy conservation measures are promoted and available to consumers, particularly low-income consumers. The increase in rates resulting from this case requires an examination of the Company's universal service programs to

ensure that universal service programs remain appropriately funded and available. The Providers Task Force joins in the settlement because it believes that it adequately addresses the funding of the Company's universal service programs considering this rate increase.

WHEREFORE, the Pennsylvania Weatherization Providers Task Force respectfully that the settlement be approved.

A handwritten signature in blue ink, appearing to read 'J. Vullo', is positioned above the typed name.

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# **APPENDIX L**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	
	:	
v.	:	Docket No. R-2024-3046523
	:	
Duquesne Light Company	:	

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**WALMART INC.'S  
STATEMENT IN SUPPORT OF THE JOINT PETITION  
FOR APPROVAL OF SETTLEMENT**

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Walmart Inc. ("Walmart"), by counsel, hereby submits this Statement in Support of the Joint Petition for Approval of Settlement ("Settlement") filed with the Pennsylvania Public Utility Commission ("PUC" or "Commission") by the parties in the above-referenced proceeding, and asserts that the terms of the Settlement are just and reasonable and that approval of the Settlement is in the public interest.

**A. RELEVANT BACKGROUND**

1. On March 20, 2024, Duquesne Light Company ("Duquesne" or "Company") filed with the Commission Supplement No. 71 to the Company's Tariff Electric – Pa. P.U.C. No. 25 ("Filing"), representing a request for a general increase in the Company's electric distribution rates of approximately \$133 million to be effective May 20, 2024. The effective date of new rates was suspended until December 20, 2024, by Order of the Commission issued on April 4, 2024.

2. On May 2, 2024, Walmart filed a Petition to Intervene to participate in this proceeding. As indicated in its Petition to Intervene, Walmart is a national retailer with 116 Supercenters, 19 Discount Stores, 24 Sam's Clubs, 6 Distribution Centers, and 4 Fulfillment Centers in the Commonwealth of Pennsylvania. Walmart has 10 retail units and related facilities

in the Company's service territory and purchases more than 31.5 million kWh annually from Duquesne primarily pursuant to Rate Schedule GL – General Service Large, with some smaller facilities or additional meters being served on Rate Schedule GM – General Service Medium and Rate Schedule GS – General Service Small. As such, the cost of electricity comprises a significant portion of the operating costs of Walmart's various retail and distribution locations, and Walmart intervened in this proceeding in order to address its concerns with the potential impact of Duquesne's proposed base rate increase.

3. To that end, on June 11, 2024, Walmart submitted the Direct Testimony of Lisa V. Perry, Director, Utility Partnerships – Regulatory, addressing certain aspects of the Company's requested base rate increase that presented significant concern to Walmart. These issues included the potential impact on customers of Duquesne's proposed revenue requirement increase, the proposed allocation of any revenue increase among and between the Company's various rate classes, the Company's proposed rate design for Rate GL customers, and the recommendation for a public-facing electric vehicle ("EV") tariff. *See generally* Walmart Statement No. 1.

## **B. STATEMENT IN SUPPORT OF THE SETTLEMENT**

4. As stated in 52 Pa. Code § 5.231, "[i]t is the policy of the Commission to encourage settlements." In keeping with this policy, the parties in this case, including Walmart, engaged in numerous discussions on the many issues presented in the course of litigation. These negotiations ultimately produced the Settlement presented in this proceeding. The settling parties agree that this Settlement is in their best interests and in the best interests of the Pennsylvania public.

5. Walmart specifically supports the Settlement on the following grounds, pertaining to issues expressly raised in Walmart's case-in-chief:

- a. The Settlement results in a significant decrease in the overall revenue levels requested by Duquesne, from the Company's proposed \$133.1 million increase to a reduced amount of \$85.1 million, in addition to \$32.1 million of Distribution System Improvement Charge ("DSIC") revenues added into base distribution rates with the resetting of Duquesne's current DSIC to zero. Settlement, ¶ 28. This reflects a significant compromise among the various parties' litigation positions, which Walmart believes will provide the Company with adequate going-forward revenues while also substantially mitigating the upcoming changes to all customers' rates. In addition, the Settlement provides for a base rate case filing stay-out for Duquesne's electric rates through March 20, 2026, which provides an additional benefit of temporary rate stability to the Company's customers. *Id.* at ¶ 29.
- b. The Settlement produces an allocation of revenues between the various rate classes that produces a fair and equitable resolution of this significant issue of disagreement among numerous parties. *Id.* at ¶ 79. The Settlement allocation does not reflect any specific, unjustified, or discriminatory benefit to any single class of ratepayers, and while alternative allocations could have been achieved in concert with various parties' different proposals through further litigation, Walmart is satisfied that the Settlement will produce generally just and reasonable cost-based allocations for the limited time period until the Company's next rate case filing.

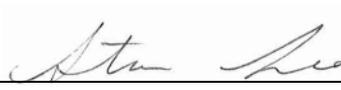
c. The Settlement provides for a stakeholder process after the conclusion of this proceeding to explore development of a new EV distribution rate specifically for public-facing EV chargers for possible inclusion in the Company's next general distribution base rate case. *Id.* at ¶ 72. This is a significant Settlement term for Walmart that represents a compromise between the parties and should contribute to advancing transportation electrification in the Commonwealth.

6. As stated above, the Settlement achieved by the parties in this case is the result of amicable negotiations and compromise by numerous parties with diverse interests. Accordingly, Walmart believes that the Settlement produces a non-discriminatory result that is in the public interest and advances the Commission's policy favoring settlements.

**WHEREFORE**, Walmart Inc. respectfully requests that Deputy Chief Administrative Law Judge Mark Hoyer and the Pennsylvania Public Utility Commission approve the Joint Petition for Approval of Settlement filed by the parties in this proceeding, without modification.

Respectfully submitted,

SPILMAN THOMAS & BATTLE, PLLC

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Dated: August 16, 2024