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November 12, 2026

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor (filing room)
Harrisburg, PA 17120

Re: Pike County Light & Power Company DSP Petition; Docket Nos. P-2026-3062915 & P-2026-3062916; **JOINT PETITION FOR SETTLEMENT (PUBLIC VERSION)**

Dear Secretary Homsher:

Enclosed for filing is the public version of Joint Petition for Settlement in the above-referenced proceedings. The confidential version of the Joint Petition for Settlement will be uploaded to the PUC SharePoint file.

If you have any questions regarding this filing, please contact me.

Very truly yours,

/s/ Whitney E. Snyder

Whitney E. Snyder

Counsel for Pike County Light & Power Company

WES/das
Enclosures

cc: Administrative Law Judge Gail Chiodo (gchiodo@pa.gov)
Administrative Law Judge Emily Farren (efarren@pa.gov)
Per Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

JOINT PETITION FOR SETTLEMENT

TO: DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE GAIL M. CHIODO AND ADMINISTRATIVE LAW JUDGE EMILY A. FARREN:

I. INTRODUCTION

Pike County Light & Power Company ("Pike" or the "Company") and the Office of Consumer Advocate ("OCA") (collectively, the "Joint Petitioners"), by their respective counsel, join in this Joint Petition for Settlement ("Joint Petition" or "Settlement") and respectfully request that Deputy Chief Administrative Law Judge Gail M. Chiodo and Administrative Law Judge Emily A. Farren (the "ALJs") recommend approval of, and that the Pennsylvania Public Utility Commission ("Commission") approve, the Settlement as set forth below without modification. The Office of Small Business Advocate ("OSBA"), the only other party to this proceeding, did not submit testimony in this proceeding and does not oppose the Settlement. The OSBA has authorized the Joint Petitioners to represent that it does not oppose the Settlement.

As fully set forth and explained below, the Settlement resolves all issues in the above-captioned consolidated proceedings concerning Pike's Petition for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations ("Petition"). The Settlement approves Pike's

proposed Default Service Plan ("DSP" or "Plan") with modifications that: (i) require Pike to select among its proposed procurement options based on projected least cost to default service customers and to provide advance written notice and a supporting cost comparison; (ii) condition Pike's use of its proposed Option C on objective competitive safeguards; (iii) retain semiannual default service pricing while modestly increasing the cap on the Electric Supply Adjustment Charge and establishing symmetric interim adjustment authority to address material over- or under-collections; (iv) allocate Orange and Rockland Utilities, Inc. ("O&R") delivery charges among all distribution customers, shopping and default service alike; and (v) provide for Pike's withdrawal of its proposed advanced metering infrastructure ("AMI") surcharge, with all AMI cost recovery and prudence issues reserved for Pike's next base rate proceeding. Pike's financial hedging strategy, Supplier Tariff modernization, Alternative Energy Portfolio Standards ("AEPS") compliance approach, and requested waivers are approved as filed. In support of the Settlement, the Joint Petitioners state the following:

II. BACKGROUND

1. Pike is a jurisdictional electric distribution company ("EDC") and a public utility as defined in Section 102 of the Public Utility Code, 66 Pa. C.S. § 102. Pike serves approximately 5,379 residential and commercial customers in Pike County, Pennsylvania. Petition ¶ 10; Pike St. No. 2 at 4:5-6. Approximately 21.7% of Pike's distribution customers are served by an electric generation supplier ("EGS"). Pike St. No. 2 at 4:12-13. Pike receives all of its electricity through two 34.5 kV radial circuits that cross the Delaware River from Port Jervis, New York. Pike St. No. 2 at 4:9-10. Pike is unique among Pennsylvania EDCs as it is part of the New York Independent System Operator ("NYISO") control area, not the PJM Interconnection, LLC ("PJM") control area. Pike St. No. 2 at 4:10-12.

2. Pike's current Commission-approved DSP covers the period June 1, 2024 through May 31, 2027, and was approved at Docket No. P-2023-3039927. Petition ¶ 13. Because O&R is no longer willing to procure electricity on Pike's behalf, Pike petitioned to modify its current DSP to utilize a competitive solicitation process to select a NYISO supplier to procure electricity for Pike's default supply for the period August 2026 through May 31, 2027 (the "Petition to Modify"). Pike St. No. 2 at 5:4-12. The Commission approved the Petition to Modify by Order dated June 4, 2026. OCA St. 1 at 5:17-18.

3. On June 1, 2026, Pike filed the Petition pursuant to Section 2807(e) of the Public Utility Code, 66 Pa. C.S. § 2807(e), and 52 Pa. Code §§ 54.181-54.190. Through its Petition, Pike sought approval of its proposed DSP for the period June 1, 2027 through May 31, 2030, approval of a surcharge to recover the costs of deploying AMI, approval of revisions to its Supplier Tariff and electric distribution tariff, and certain waivers of Commission regulations governing default service procurement. Pike filed public and highly confidential versions of the Petition, together with the Direct Testimony of Noel Chesser (Pike St. No. 1) and the Direct Testimony of Matthew Lenns (Pike St. No. 2) and supporting exhibits. The Commission docketed the DSP at Docket No. P-2026-3062915 and the requested waivers at Docket No. P-2026-3062916.

4. On June 9, 2026, the Commission issued a Secretarial Letter directing publication of notice of the Petition and establishing July 10, 2026, as the deadline for formal protests, petitions to intervene, and answers. Notice of the Petition was published in the *Pennsylvania Bulletin* on June 20, 2026. Also on June 9, 2026, the Commission issued a Telephonic Prehearing Conference Notice scheduling a prehearing conference for July 13, 2026, and the matter was assigned to the ALJs.

5. On June 11, 2026, the OCA filed a Notice of Intervention and Public Statement. On July 9, 2026, the OCA filed an Answer to the Petition.

6. On June 23, 2026, the OSBA filed a Notice of Appearance. On July 7, 2026, the OSBA filed a Notice of Intervention, Public Statement, and Verification.

7. No other parties or individuals filed a protest, petition to intervene, notice of intervention, or other correspondence with the Commission.

8. On July 2, 2026, the ALJs issued a Prehearing Conference Order directing the parties to file prehearing memoranda by July 9, 2026. On July 9, 2026, Pike, the OCA, and the OSBA each filed a Prehearing Memorandum.

9. The telephonic prehearing conference was held as scheduled on July 13, 2026. Pike and the OCA were represented at the prehearing conference.

10. On July 14, 2026, the ALJs issued a Scheduling Order that, *inter alia*, consolidated Docket Nos. P-2026-3062915 and P-2026-3062916 for purposes of litigation and disposition; identified Pike, the OCA, and the OSBA as the parties of record; modified the Commission's discovery rules; and adopted a litigation schedule providing for other parties' direct testimony on August 28, 2026, rebuttal testimony on September 25, 2026, surrebuttal testimony on October 13, 2026, written rejoinder on October 16, 2026, and an in-person evidentiary hearing on October 20, 2026. The Scheduling Order further directed that any joint settlement petition, together with statements in support, proposed findings of fact, proposed conclusions of law, and proposed ordering paragraphs, be filed and served by November 18, 2026. On July 16, 2026, the Commission issued an In-Person Hearing Notice for the October 20, 2026 evidentiary hearing.

11. The parties conducted formal and informal discovery in this proceeding. Pike responded to four sets of interrogatories served by the OCA.

12. On August 3, 2026, Pike filed an unopposed Motion for Protective Order, which the OCA and the OSBA joined. On August 5, 2026, the ALJs issued a Protective Order.

13. On August 28, 2026, the OCA served the public and highly confidential versions of the Direct Testimony of Serhan Ogur (OCA St. 1), with Exhibit SO-1 and Highly Confidential Exhibit SO-2, and the Direct Testimony of Brendan Larkin-Connolly (OCA St. 2), with Exhibit BLC-1.

14. On August 28, 2026, the OSBA filed a letter advising the ALJs that it would not be submitting direct testimony.

15. On September 25, 2026, Pike, the OCA, and the OSBA each filed a letter advising the ALJs that they would not be submitting rebuttal testimony.

16. Accordingly, the only testimony submitted in this proceeding is the direct testimony and exhibits of Pike and the direct testimony and exhibits of the OCA. The OSBA did not submit testimony.

17. The Joint Petitioners engaged in settlement discussions over the course of this proceeding. As a result of those discussions and the efforts of the Joint Petitioners to examine the issues in this proceeding, the Joint Petitioners reached an agreement in principle to resolve all issues. On Tuesday, September 22, 2026, the Joint Petitioners advised the ALJs that a settlement in principle had been reached and requested testimony be admitted by stipulation.

18. On October 5, 2026, the evidentiary hearing scheduled for October 20, 2026, was cancelled.

19. On _October 13, 2026, the parties submitted a Joint Stipulation for the Admission of Testimony and Exhibits into the Evidentiary Record, and on October 16, 2026, the ALJs issued

an Interim Order granting the Joint Stipulation. Pursuant to the Joint Stipulation, the following testimony and exhibits were admitted into the evidentiary record:

a. Pike St. No. 1, Direct Testimony of Noel Chesser (Public and Highly Confidential Versions), with Exhibit NPC-1 and Highly Confidential Exhibit NPC-2;

b. Pike St. No. 2, Direct Testimony of Matthew Lenns (Public and Highly Confidential Versions), with Highly Confidential Exhibit ML-1 and Exhibits ML-2 through ML-9;

c. OCA St. 1, Direct Testimony of Serhan Ogur (Public and Highly Confidential Versions), with Exhibit SO-1 and Highly Confidential Exhibit SO-2; and

d. OCA St. 2, Direct Testimony of Brendan Larkin-Connolly, with Exhibit BLC-1.

20. The Joint Petitioners now submit the following Settlement and set forth the following in support thereof.

III. SETTLEMENT

21. The following terms of this Settlement reflect a carefully balanced compromise of the interests of the Joint Petitioners in this proceeding. The Joint Petitioners agree that the Settlement resolves all issues in this proceeding regarding Pike's June 1, 2027 through May 31, 2030 DSP, proposed AMI surcharge, proposed tariff revisions, and requested waivers. The OSBA does not oppose the Settlement. Accordingly, the Settlement is in the public interest. The Joint Petitioners respectfully request that the Plan be approved subject to the terms and conditions of this Settlement specified below:

A. Approval of the Default Service Plan

22. Pike's proposed Default Service Plan for the period June 1, 2027 through May 31, 2030, as set forth in the Petition filed June 1, 2026, and supporting testimony and exhibits, is approved with the modifications set forth in this Settlement.

B. Procurement

23. **Selection Among Procurement Options.** Pike will select among Options A, B and C based on the option projected to be least cost to default service customers over the term, consistent with 66 Pa. C.S. § 2807(e)(3.2) and 52 Pa. Code § 54.185. Pike will provide written notice of its selection to the Commission's Bureau of Technical Utility Services ("BTUS"), the OCA and the OSBA not less than sixty (60) days before the start of the applicable plan year, together with a supporting cost comparison of the options considered. Pike may identify qualitative considerations, including the development of internal procurement capability, in its selection memorandum, provided that no qualitative factor, including local job creation, operates as a binding selection criterion.

24. **Conditions on Election of Option C.** Pike may elect Option C (continuation of the supplier selected for the August 2026 through May 31, 2027 period without a new competitive solicitation) only if both of the following conditions are satisfied: **[BEGIN HIGHLY CONFIDENTIAL]**

[redacted]

[redacted]

[redacted] **[END HIGHLY CONFIDENTIAL]**

C. Financial Hedging

25. **Seasonal Hedge Evaluation.** Pike will include in its next Default Service Plan filing an evaluation of seasonal (winter and summer) hedge products, together with a monthly hedge coverage analysis for the then-current plan. This commitment is prospective only and does not modify the hedging strategy approved for the Plan term.

D. Default Service Rate Design, ESAC Cap, and Interim Adjustment Authority

26. **Semiannual Pricing.** The Market Price of Electric Supply ("MPES") and the Electric Supply Adjustment Charge ("ESAC") will continue to be priced and adjusted on a semiannual basis with allowance for interim adjustments as described below.

27. **ESAC Cap.** The cap on the ESAC will be increased from two cents ($0.02) per kWh to a permanent ESAC cap of three cents ($0.03) per kWh.

28. **Interim Adjustment Authority.** Pike will have interim adjustment authority triggered at realized or projected over- or under-collections exceeding six percent (6%) of projected default service revenues for the succeeding twelve months. The interim adjustment authority is symmetric in both directions and is available in any period in which the threshold is met. Any interim adjustment will be filed on short notice (5 days) with service on BTUS, the OCA and the OSBA, accompanied by supporting calculations.

29. **Pro Forma Tariff Pages.** Pro forma tariff pages to Pike's Electric Pa. P.U.C. No. 8 implementing the default service rate design set forth in Paragraphs 26 through 28 are attached hereto as Appendix A.

E. Orange and Rockland Electric Delivery Service

30. **Electric Delivery Service Agreement Notice Commitment.** Pike will notify BTUS, the OCA and the OSBA when O&R's Service Classification No. 9 transmission rates on

file with the New York Public Service Commission change, and will include with that notice a calculation of the resulting effect on Pike's delivery costs and on default service rates.

31. **Allocation of O&R Delivery Charges Between Default Service and Shopping Customers.** O&R delivery charges will be allocated among all distribution customers, shopping and default service alike, using allocation factors derived from the most recent year's class load data. A pro forma non-bypassable O&R Delivery Cost Recovery Rider effecting that allocation is attached hereto as Appendix B. The rider will be reconciled annually with interest at the rate prescribed by 52 Pa. Code § 54.190.

F. Elements of the Plan Approved Without Modification

32. The following elements of the Plan are approved as filed, without modification:

a. **Financial Hedging Strategy.** The hedging program is approved as filed, as described in Highly Confidential Exhibit NPC-2, Sections I through III and Schedule A.

b. **Enel X Consulting Fee Cap.** The cap on recovery of Enel X hedging consulting fees is $95,000 per plan year.

c. **Supplier Tariff Modernization.** The revised Supplier Tariff at Exhibit ML-7 is approved as filed, to be implemented by compliance tariff on ten (10) days' notice.

d. **Smart Meter Refusal and Manual Meter Reading Fee.** The smart meter refusal process and the previously approved manual meter reading fee, together with the Tariff Rule 6.7 relocation alternative, are unchanged.

e. **AEPS Compliance.** Pike's AEPS compliance approach is approved as filed and is unchanged from prior approved plans.

f. **Requested Waivers.** The requested partial waivers of 52 Pa. Code § 69.1805 and subsections (1) through (3), and of § 69.1807(3), are granted as requested, consistent with the waivers granted in Pike's prior Default Service Plan proceedings.

G. Withdrawal of the AMI Surcharge and Reservation of All AMI Cost Recovery and Prudence Issues

33. **Withdrawal.** Pike withdraws its request for approval of the Smart Meter Cost Recovery Rider (Rider C) and the associated Section 1307 surcharge, including the initial charge of $4.5218 per customer per month and the one-year amortization of pre-implementation deferred costs. The pro forma tariff pages implementing Rider C are withdrawn from the Plan and do not appear in the pro forma tariff pages included with this Settlement as Appendix A.

34. **No Findings.** No finding is made or requested in this proceeding regarding the prudence, reasonableness, or used and useful status of Pike's decision to deploy AMI, the level of AMI costs incurred or projected, the recovery of pre-implementation deferred costs, or the scope of customer access to AMI usage data.

35. **Reservation.** All issues relating to the cost recovery and prudence of AMI are reserved to Pike's next base rate proceeding. Pike reserves the right to seek recovery of AMI costs in that proceeding by any lawful means, and the OCA and all other parties reserve the right to oppose that recovery on any ground. No party is prejudiced by, and no party waives any position by reason of, this term or the record developed in this proceeding.

36. **Deployment.** Nothing in this Settlement limits, conditions, or delays Pike's replacement of its unsupported legacy meter reading system or its ongoing deployment of AMI.

IV. CONDITIONS OF SETTLEMENT

37. This 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 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 any Order modifying the Settlement.

38. 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.

39. This Settlement and its terms and conditions may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.

40. The Commission's approval of the Settlement shall not be construed to represent approval of any Joint Petitioner's position on any issue, except to the extent required to effectuate the terms and agreements of the Settlement in this and future proceedings involving Pike.

41. It is understood and agreed among the Joint Petitioners that the Settlement is the result of compromise and does not necessarily represent the position(s) that would be advanced by any Joint Petitioner in this proceeding if it were fully litigated.

42. 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 the product of compromise between the Joint Petitioners. This Settlement is presented without prejudice to any position that any of the Joint Petitioners may have advanced and without prejudice to the position any of the Joint Petitioners 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 this

Settlement. This Settlement does not preclude the Joint Petitioners from taking other positions in proceedings involving other public utilities under any other proceeding.

43. If the ALJs, in their Recommended Decision, recommend that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions. However, to the extent any terms and conditions of the Settlement are modified, or additional matters are proposed by the ALJs in their Recommended Decision, the Joint Petitioners do not waive their rights to file Exceptions in support of the Settlement. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed, provided such Replies support the Settlement.

44. The Joint Petitioners agree that this document may be signed or executed in separate counterparts or signature pages that shall be binding upon the Joint Petitioners and such counterparts shall be considered as one document.

V. THE SETTLEMENT IS IN THE PUBLIC INTEREST

45. This Settlement was achieved by the Joint Petitioners after a thorough investigation of Pike's filing, including formal and informal discovery and the submission of direct testimony and exhibits by Pike and the OCA.

46. "It is the policy of the Commission to encourage settlements." 52 Pa. Code § 5.231(a). Acceptance of the Settlement follows the intent of this policy and will avoid the necessity of further administrative and possibly appellate proceedings regarding the settled issues, including the preparation of surrebuttal and rejoinder testimony, an evidentiary hearing, and briefing, at what would have been a substantial cost to the parties and Pike's customers.

47. The Settlement continues the procurement and financial hedging framework that the Commission has approved in Pike's prior DSP proceedings, which reflects Pike's unique

circumstances, including its modest customer and load size and its connection to the NYISO rather than PJM. *See Petition of Pike County Light & Power Company for Approval of its Default Service Implementation Plan*, Docket No. P-2015-2490141 (Order entered Mar. 10, 2016); *Popowsky v. Pa. Pub. Util. Comm'n*, 71 A.3d 1112 (Pa. Cmwlth. 2013). The OCA supports Pike's proposed financial hedging strategy. OCA St. 1 at 15:4-6. The Settlement adds a least-cost selection requirement, advance notice, and a supporting cost comparison for Pike's selection among procurement options, and conditions use of Option C on objective competitive safeguards, consistent with the requirement that default service be provided at the least cost to customers over time. 66 Pa. C.S. § 2807(e)(3.2).

48. The Settlement's default service rate design provisions balance Pike's need for more timely recovery of default service costs, including to reduce the interest customers pay on under-collections, against the OCA's concern that a wholesale change in rate design is not warranted and the interest of customers in rate stability. Pike St. No. 2 at 15:3-16:5; OCA St. 1 at 13:3-14:3. The Settlement retains semiannual pricing, moderately increases the ESAC cap, and provides symmetric interim adjustment authority triggered only by material over- or under-collections.

49. The Settlement's allocation of O&R delivery charges among all distribution customers, shopping and default service alike, addresses the OCA's concern that allocating O&R delivery costs only to default service customers would result in default service customers subsidizing shopping customers, and the notice commitment provides transparency regarding changes in O&R's transmission rates. OCA St. 1 at 20:14-22.

50. Pike's withdrawal of its proposed AMI surcharge, with all AMI cost recovery and prudence issues reserved to Pike's next base rate proceeding, resolves the contested AMI surcharge

issue without further litigation, preserves all parties' rights and positions on AMI cost recovery and prudence, and does not delay Pike's replacement of its unsupported legacy meter reading system. *See* OCA St. 2 at 4:6-22; Petition ¶ 57.

51. The waivers approved in the Settlement are consistent with the waivers the Commission has granted in Pike's prior DSP proceedings and with 52 Pa. Code § 54.185(g), which provides that, for default service providers with fewer than 50,000 retail customers, the Commission will grant waivers to the extent necessary to reduce the regulatory, financial or technical burden on the default service provider or to the extent otherwise in the public interest.

52. The Joint Petitioners have submitted, along with this Settlement, their respective Statements in Support setting forth the basis upon which each believes the Settlement to be fair, just and reasonable and, therefore, in the public interest. Pike's Statement in Support is attached hereto as Appendix F, and the OCA's Statement in Support is attached hereto as Appendix G.

53. Consistent with Paragraph 15 of the Scheduling Order, the Joint Petitioners' Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Ordering Paragraphs are attached hereto as Appendices C, D, and E, respectively.

VI. CONCLUSION

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

1. That Deputy Chief Administrative Law Judge Gail M. Chiodo and Administrative Law Judge Emily A. Farren recommend approval of, and the Commission approve, this Settlement, including all terms and conditions thereof, without modification;

2. That Pike's Petition at Docket No. P-2026-3062915 be approved as modified by the Settlement, and that the waivers requested at Docket No. P-2026-3062916 be granted as set forth in the Settlement;

3. That Pike be authorized to file compliance tariff supplements consistent with the Settlement and Appendices A and B, and a compliance Supplier Tariff consistent with Exhibit ML-7 on ten (10) days' notice; and

4. That, upon acceptance and approval of Pike's compliance tariff filings, Docket Nos. P-2026-3062915 and P-2026-3062916 be marked closed, and that the interventions be marked closed and satisfied, and that such marking shall not preclude Pike or any intervenor from any compliance matter to enforce this Settlement.

Respectfully submitted,

/s/ Whitney E. Snyder
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Dated: November 12, 2026

/s/ Joel Cheskis
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Counsel for the Office of Consumer Advocate

Dated: November 12, 2026

APPENDIX A

PRO FORMA TARIFF SUPPLEMENT TO ELECTRIC PA. P.U.C. NO. 8

DEFAULT SERVICE CHARGE (MARKET PRICE OF ELECTRIC SUPPLY AND ELECTRIC SUPPLY ADJUSTMENT CHARGE)

RULES AND REGULATIONS

18. DEFAULT SERVICE

Applicability:

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

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

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

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

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

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

Determination of Default Service Charge:

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

Market Price of Electric Supply:

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

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

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

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

18. DEFAULT SERVICE (Continued)

Electric Supply Adjustment Charge:

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

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

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

For any given six-month period, the Electric Supply Adjustment Charges, including Gross Receipts Tax, shall not exceed a charge or a credit of 3.0 cents per kWh. In the event the 3.0 cents per kWh limit is imposed, any remaining over or under collection balance shall be included in the subsequent quarter's Electric Supply Adjustment Charges to the extent possible within the 3.0 cents per kWh limitation. Interest on over collections and under collections will be determined at the Prime Rate of Interest.

Statement of Default Service Charge:

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

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

Interim Rate Update Authority

Upon determination that the Default Service Charge rate would result in a material over or under collection of purchased power costs incurred or expected

PIKE COUNTY LIGHT & POWER COMPANY

to be incurred during the current six month computation period, the Company may file with the Commission for an interim revision of the Default Service Charge rates to become effective on five days' notice. The interim adjustment authority at realized or projected over or under collections exceeding six percent (6%) of projected default service revenues for the succeeding twelve months, symmetric in both directions and available in any period in which the threshold is met.

(C) Indicates Change

APPENDIX B

PRO FORMA NON-BYPASSABLE O&R DELIVERY COST RECOVERY RIDER

RIDER C – O&R Electric Firm Delivery Charge

(Applicable to Service Classification Nos. 1, 2, 3, and 4)

(A) Provisions for Recovery of the O&R Electric Firm Delivery Charge

Incorporated into the tariff rate schedule for electric service is the applicable non-bypassable Electric Firm Delivery charge authorized to recover the Company's approved Orange & Rockland Electric Delivery Service Agreement fee as approved by the Commission at Docket No. P-2026-3062915. Orange & Rockland ("O&R") operates transmission and distribution facilities that provide electric delivery service to the Pike franchise area. This fee is to continue to provide and deliver a firm electric power supply to certain point identifications within O&R's service territory for delivery to the Pike Franchise Area. The FDC is non-bypassable and applies to all kWh billed under Service Classification Nos. 1, 2, 3, and 4, whether the customer takes Default Service from the Company or Competitive Energy Supply from an Electric Generation Supplier.

(B) Calculation

The FDC will be determined for each six-month computation period beginning June 1 and December 1. The Company will first determine the O&R delivery charges expected to be billed during the computation period in accordance with the rates and billing determinants set forth in the Electric Delivery Service Agreement, including the transmission rates under O&R's Service Classification No. 9 on file with the New York Public Service Commission. Those charges will then be allocated between Default Service customers and shopping customers, and within each group among the service classifications, in proportion to each group's and each service classification's share of total kWh sales for the most recent twelve months for which billing data are available. The amount allocated to each service classification will be divided by that service classification's kWh sales for the same twelve-month period to produce a charge in cents per kWh, which will be adjusted by the reconciliation factor described below and increased to permit recovery of Gross Receipts Tax.

(C) Reconciliation

The Company shall file a semi-annual reconciliation of the Electric Firm Delivery charge recovery on a rate class specific basis in accordance with Section 1307(e) of the Pennsylvania Public Utility Code, with new rates to be effective on June 1st and December 1st.

The reconciliation will include a redetermination of the Electric Firm Delivery charge necessary to refund or recover previous over or under recoveries based upon actual sales and O&R charged costs, as well as projected annual costs using forecast billing determinants. A
The resulting over or under collections, plus interest at the legal rate will be accumulated, and the cumulative balance at the end of each reconciliation period will be divided by the projected kWh sales of the applicable group and service classification for the next computation period to produce a reconciliation factor (E-factor) that will be included in the FDC for that period. Not less than [thirty (30)] days before each June 1 and December 1, the Company will file with the Commission a statement of the FDC rates and supporting calculations, with copies to the Bureau of Technical Utility Services, the Office of Consumer Advocate, and the Office of Small Business Advocate.

This mechanism is subject to provisions of Sections 1307(a) and 1307(e) of the Public Utility Code and subject to annual audit review by the Commission's Bureau of Audits

APPENDIX C

PROPOSED FINDINGS OF FACT

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

PROPOSED FINDINGS OF FACT

A. Pike and Its Service Territory

1. Pike is a jurisdictional electric distribution company and public utility serving approximately 5,379 residential and commercial customers in Pike County, Pennsylvania. (Petition ¶ 10; Pike St. No. 2 at 4:5-6).

2. For calendar year 2025, the electric requirements of customers in Pike's service territory were approximately 83,625,724 kWh. (Petition ¶ 11; Pike St. No. 2 at 4:6-8).

3. Pike is a wholly owned subsidiary of Corning Energy Company. (Petition ¶ 11; Pike St. No. 2 at 4:8-9).

4. Pike receives all of its electricity through two 34.5 kV radial circuits that cross the Delaware River from Port Jervis, New York, and obtains electricity originating in the NYISO, not PJM. (Petition ¶ 12; Pike St. No. 2 at 4:9-12).

5. Approximately 21.7% of Pike's distribution customers are served by an EGS. (Pike St. No. 2 at 4:12-13).

6. Pike's modest customer and load size and its connection to the NYISO rather than PJM make Pike unique among Pennsylvania EDCs with respect to default supply. (Pike St. No. 2 at 4:14-17; OCA St. 1 at 4:1-8).

7. Pike is not currently a Load Serving Entity ("LSE") in the NYISO and would need to become an LSE before it could fully participate in the NYISO market. (Pike St. No. 2 at 4:17-22).

8. Pike's current Commission-approved DSP covers the period June 1, 2024 through May 31, 2027. Pike's 2018-2021, 2021-2024, and 2024-2027 DSPs each included day-ahead procurement and financial hedging. (Petition ¶ 13).

9. O&R is no longer willing to procure electricity on Pike's behalf. Pike therefore petitioned to modify its current DSP to utilize a competitive solicitation process to select a NYISO supplier to procure electricity for Pike's default supply for the period August 2026 through May 31, 2027, and proposed a new Electric Delivery Service Agreement with O&R. (Pike St. No. 2 at 5:4-12; OCA St. 1 at 5:9-17).

10. The Commission approved Pike's Petition to Modify and the Electric Delivery Service Agreement with O&R by Order dated June 4, 2026. Petition of Pike County Light & Power Company to Modify Default Service Plan for the Period June 1, 2024, through May 31, 2027, Docket No. P-2023-3039927, (Order entered Jun. 4, 2026).

B. Default Service Procurement

11. Pike proposed to procure default service supply through a competitive bid solicitation process as the primary procurement method for the June 1, 2027 through May 31, 2030 DSP term, supplemented by optional procurement pathways, designated as Options A, B, and C. (Petition ¶ 17; Pike St. No. 2 at 5:16-6:6).

12. All electricity supply will consist of NYISO Zone G day-ahead priced energy, with all other supply-related costs passed through on a transparent basis. (Petition ¶ 18; Pike St. No. 2 at 7:15-17).

13. Under Option A, Pike will conduct a competitive bid solicitation process to select a qualified NYISO electricity supplier to procure its default service supply. Bidders must certify that they are qualified NYISO market participants in good standing, capable of obtaining and delivering electric generation supply within the NYISO, compliant with applicable NYISO requirements, and authorized to transact at market-based rates. (Petition ¶ 19; Pike St. No. 2 at 6:17-7:4).

14. The Option A solicitation will be managed by an independent third-party consultant, Enel X, using an electronic bidding platform. Bids will be evaluated primarily on price, with the lowest-priced conforming bid selected, subject to creditworthiness and risk-management considerations, and Pike will utilize an adapted form of the Edison Electric Institute Master Agreement. (Petition ¶ 19; Pike St. No. 2 at 7:5-14; Pike St. No. 1 at 9:1-7).

15. Pike's Implementation Plan for Competitive Bid Solicitation Process and Bid Selection Criteria is set forth in Exhibit ML-2, and its form bid solicitation documents, including the EEI Master Agreement, are set forth in Exhibit ML-3. (Petition ¶ 20; Pike St. No. 2 at 7:17-19).

16. Under Option B, Pike would become an LSE in the NYISO and bring its electricity procurement function in-house. Pike is currently undertaking efforts to obtain LSE status, which involves regulatory approvals, operational readiness requirements, and system integration considerations. (Petition ¶ 21; Pike St. No. 2 at 7:20-8:10).

17. Under Option C, Pike would continue utilizing the supplier selected for the August 2026 through May 31, 2027 period without conducting a new competitive solicitation, provided certain conditions are satisfied, in order to avoid the time, administrative burden, and cost of a new solicitation where the existing supplier arrangement remains competitive. (Petition ¶ 22; Pike St. No. 2 at 8:11-9:5).

18. The OCA recommended that Pike select among the procurement options based on cost and on job creation for the local area and building internal expertise. (OCA St. 1 at 18:14-19:2).

19. Under the Settlement, Pike will select among Options A, B, and C based on the option projected to be least cost to default service customers over the term, will provide written notice of its selection and a supporting cost comparison to BTUS, the OCA, and the OSBA not less than sixty days before the start of the applicable plan year, and no qualitative factor, including local job creation, will operate as a binding selection criterion. (Settlement ¶ 23).

20. Under the Settlement, Pike may elect Option C only if **[BEGIN HIGHLY CONFIDENTIAL]** [redacted] **[END HIGHLY CONFIDENTIAL]** (Settlement ¶ 24).

C. Financial Hedging

21. Pike proposed to continue its financial hedging program, which consists of fixed rate energy swap transactions whereby Pike pays a counterparty a fixed price for a defined quantity of energy and receives the applicable day-ahead market price for that energy. (Petition ¶¶ 24-25; Pike St. No. 1 at 6:17-7:16).

22. The hedging program converts a portion of Pike's otherwise variable supply costs into fixed costs and thereby provides greater price stability to default service customers. (Petition ¶ 27; OCA St. 1 at 4:9-20).

23. The proposed hedging strategy is substantially similar to the strategy approved in Pike's 2024-2027 DSP proceeding. The strategy builds price stability by layering financial hedges with staggered execution dates, thereby reducing the amount of energy purchased on the spot market over time and avoiding single point market exposure, and contains the same pricing parameters as the prior proceeding. The details of the strategy are set forth in Highly Confidential Exhibit NPC-2. (Pike St. No. 1 at 4:5-14).

24. Financial hedges allow Pike to source hedge pricing through a competitive process by having multiple counterparty agreements in place, whereas physical hedges are not an available option to Pike at this time. (Pike St. No. 1 at 7:17-8:4).

25. Enel X will receive and validate all financial hedge monthly settlements before Pike settles with each counterparty. (Pike St. No. 1 at 7:12-16).

26. The OCA supports Pike's proposed financial hedging proposal. (OCA St. 1 at 15:4-6).

27. The OCA identified an opportunity to supplement Pike's existing hedges with winter and summer specific financial hedges, but did not recommend additional hedges at this time, and recommended that such hedges be reconsidered in a subsequent DSP. (OCA St. 1 at 15:7-22, 16:1-23).

28. Under the Settlement, Pike's hedging program is approved as filed, and Pike will include in its next DSP filing an evaluation of seasonal (winter and summer) hedge products and a monthly hedge coverage analysis for the then-current plan. (Settlement ¶¶ 25, 32(a)).

29. Pike's current default service rate permits recovery of up to $84,000 per plan year for outside consulting costs from Enel X related to the hedging program. Pike proposed to increase this cap to $95,000 per plan year. (Petition ¶ 37; Pike St. No. 2 at 10:22-11:13).

D. Default Service Rate Design

30. Pike's default service charge consists of two components, the MPES and the ESAC. The MPES is derived from Pike's forecast of wholesale supply costs and includes recovery of Pennsylvania Gross Receipts Tax. The ESAC reconciles the difference between default service costs incurred and default service revenues received. (Petition ¶¶ 32-34; Pike St. No. 2 at 11:14-12:18).

31. Pike currently adjusts the MPES and the ESAC every six months, and the ESAC, inclusive of Gross Receipts Tax, is currently capped at a charge or credit of 2.0 cents per kWh. (Pike St. No. 2 at 12:19-13:2, 14:9-16; OCA St. 1 at 6:7-16).

32. Under the current default service rate design, Pike cannot make interim adjustments to the default service charge. (Pike St. No. 2 at 14:17-19).

33. Pike had an under-collection of purchased electricity costs of approximately $1.8 million as of the March 31, 2026 balance sheet date, which is approximately 11% of Pike's overall 2025 revenues of approximately $16,000,000. (Petition ¶ 40; Pike St. No. 2 at 15:13-16:2).

34. Pike's customers pay interest on under-collections of default service costs. (Petition ¶ 40; Pike St. No. 2 at 16:3-5).

35. Pike proposed to change the frequency of adjusting the pricing and reconciliation of the default service charge from every six months to every three months; to increase the cap on the ESAC from two cents to five cents per kWh; and to implement the ability to make interim adjustments to the default service charge in the event of a material over- or under-collection, or

alternatively to incorporate an agreed upon term or threshold for adjustment. (Petition ¶ 41; Pike St. No. 2 at 13:3-11, 16:12-17:4).

36. NYISO locational marginal prices are volatile, particularly in winter months, and differences between Pike's forecasts and actual NYISO Zone G prices persisted in the same direction from December 2024 through February 2026, contributing to Pike's under-collection balance. (OCA St. 1 at 11:3-12:9).

37. The OCA did not dispute that Pike should have a rate mechanism at its disposal when under- or over-collections exceed a certain threshold, but recommended that Pike maintain its existing semiannual rate design and two-cent ESAC cap, with the ability to adjust the MPES and/or ESAC if realized or projected under- or over-collections exceed 10 percent of projected default service revenues for the next twelve months. (OCA St. 1 at 13:3-14:3).

38. Under the Settlement, the MPES and the ESAC will continue to be priced semiannually; the ESAC cap will be three cents per kWh; and Pike will have symmetric interim adjustment authority triggered at realized or projected over- or under-collections exceeding six percent of projected default service revenues for the succeeding twelve months, with any interim adjustment served on BTUS, the OCA, and the OSBA with supporting calculations. (Settlement ¶¶ 26-28; Settlement Appendix A).

E. Orange and Rockland Delivery Service

39. O&R operates the transmission and distribution facilities that provide electric delivery service to Pike's service territory. (OCA St. 1 at 19:5-7).

40. Under the prior Electric Supply Agreement, O&R delivery service charges were fixed in dollars per month with an annual escalation factor, and the new Electric Delivery Service

Agreement differs in the structure and future determination of delivery service costs. (OCA St. 1 at 19:13-20; Highly Confidential Exhibit ML-1).

41. All distribution customers, shopping and default service customers alike, need the delivery service O&R provides to Pike's service territory. (OCA St. 1 at 20:14-20).

42. The OCA concurred with Pike's proposed approach to allocating O&R delivery service charges, subject to review of the tariff changes that will effectuate the allocation, and testified that allocating O&R delivery service costs only to default service customers would result in default service customers subsidizing shopping customers. (OCA St. 1 at 3:1-2, 20:14-22).

43. Under the Settlement, O&R delivery charges will be allocated among all distribution customers using allocation factors derived from the most recent year's class load data through a non-bypassable O&R Delivery Cost Recovery Rider that will be reconciled annually, and Pike will notify BTUS, the OCA, and the OSBA of changes in O&R's Service Classification No. 9 transmission rates, with a calculation of the resulting effect on Pike's delivery costs and default service rates. (Settlement ¶¶ 30-31; Settlement Appendix B).

F. Supplier Tariff

44. Pike's Supplier Tariff has not been comprehensively updated since 1999 and contains outdated terminology and references to entities and market structures that no longer exist. (Petition ¶ 45; Pike St. No. 2 at 17:8-15).

45. Pike's proposed Supplier Tariff revisions, set forth in Exhibit ML-7, modernize delivery and communication methods; align the tariff with the Commission's waiver of electronic data interchange requirements for Pike at Docket No. P-2018-3005165; replace references to O&R with references to Pike where appropriate; remove references to the New York Power Pool; remove obsolete language; update transmission, installed capacity, and ancillary services

provisions; reference the applicable FERC tariff for ancillary service charges; update customer and electronic file data fields consistent with Docket No. P-2018-3002709; and update the Company holiday list. (Petition ¶ 46; Pike St. No. 2 at 18:13-20:11).

46. The Supplier Tariff revisions improve administrative efficiency, provide EGSs greater clarity and transparency, and reduce the potential for disputes. (Pike St. No. 2 at 20:12-18).

47. No party submitted testimony opposing Pike's proposed Supplier Tariff revisions. Under the Settlement, the revised Supplier Tariff at Exhibit ML-7 is approved as filed, to be implemented by compliance tariff on ten days' notice. (Settlement ¶ 32(c)).

G. Smart Meter Refusal and Manual Meter Reading

48. In Pike's most recent base rate proceeding at Docket No. R-2024-3052359, with new rates effective October 15, 2025, Pike confirmed that customers may request, under Rule 6.7 of its tariff, that a smart meter be relocated away from the customer's home for a one-time cost. (Pike St. No. 2 at 21:13-22:4; Petition ¶ 63).

49. Under the Settlement, the smart meter refusal process, the previously approved manual meter reading fee, and the Tariff Rule 6.7 relocation alternative are unchanged. (Settlement ¶ 32(d)).

H. AEPS Compliance

50. Pike will continue to comply with the AEPS Act consistent with prior Commission-approved plans, will procure alternative energy credits through competitive solicitations or market purchases based on prevailing market conditions with the assistance of a third party, may adjust the timing of credit purchases to reduce costs to customers, and will recover AEPS compliance costs through the default service rate mechanism. (Petition ¶¶ 65-69; Pike St. No. 2 at 27:4-7).

I. Waivers

51. Pike serves fewer than 50,000 retail customers. (Petition ¶ 10; Pike St. No. 2 at 4:5-6).

52. Pike requested continuation of the partial waivers of 52 Pa. Code §§ 69.1805, 69.1805(1), 69.1805(2) and 69.1805(3) (inclusion of short- and long-term contracts in procurement mix and tailoring procurement to customer classes) and of 52 Pa. Code § 69.1807(3) (competitive bid solicitation by customer class) granted in Pike's prior DSP proceedings. (Petition ¶¶ 70-71; Pike St. No. 1 at 9:8-10:7).

53. Given Pike's relatively small default service load, its interconnection with the NYISO, and the fact that it is not an LSE, short-term and long-term contracts tailored to customer rate classes, and competitive bid solicitation by customer class, are not warranted, and granting the waivers will reduce regulatory burden without adversely impacting customers. (Petition ¶ 72; Pike St. No. 1 at 9:14-10:7).

J. Advanced Metering Infrastructure

54. Pike currently relies on a legacy handheld meter reading system for which vendor support for the meter reading software ended on December 31, 2021 and replacement components for the handheld devices are no longer available. (Petition ¶ 57).

55. Pike serves fewer than 100,000 customers and is not subject to the mandatory smart meter procurement and installation plan requirements of 66 Pa. C.S. § 2807(f). (Petition ¶ 51).

56. Pike proposed to recover the costs of its AMI deployment through a Smart Meter Cost Recovery Rider (Rider C) under Section 1307 of the Public Utility Code, with a projected initial charge of $4.5218 per customer per month. (Petition ¶ 64; Pike St. No. 2 at 23:10-20, 26:7-23; Exhibit ML-4).

57. The OCA agreed that Pike's meter reading platform needs to be replaced, but recommended that the Commission reject the proposed Section 1307 surcharge and direct Pike to seek recovery of AMI costs in its next base rate proceeding. (OCA St. 2 at 4:6-22, 25:19-26:3).

58. Under the Settlement, Pike withdraws its request for approval of Rider C and the associated Section 1307 surcharge; no finding is made regarding the prudence, reasonableness, or used and useful status of Pike's decision to deploy AMI or the level of AMI costs; all AMI cost recovery and prudence issues are reserved to Pike's next base rate proceeding; and nothing in the Settlement limits, conditions, or delays Pike's replacement of its legacy meter reading system or its deployment of AMI. (Settlement ¶¶ 33-36).

K. The Settlement

59. The Settlement was executed by Pike and the OCA. The OSBA, the only other party to this proceeding, did not submit testimony and does not oppose the Settlement. (Settlement at 1, ¶¶ 16, 20).

60. The testimony and exhibits of Pike and the OCA were admitted into the evidentiary record pursuant to a Joint Stipulation for the Admission of Testimony and Exhibits submitted on October 13, 2026, and granted by Interim Order issued on October 16, 2026. (Settlement ¶ 19).

APPENDIX D

PROPOSED CONCLUSIONS OF LAW

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

PROPOSED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter of, and the parties to, this proceeding. 66 Pa. C.S. §§ 501, 2807.

2. Pike has the burden of proof in this proceeding to establish that it is entitled to the relief it is seeking. 66 Pa. C.S. § 332(a).

3. Pike must establish its case by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992).

4. Commission policy promotes settlement. 52 Pa. Code § 5.231.

5. A settlement lessens the time and expense that the parties must expend litigating a case and, at the same time, conserves administrative resources. The Commission has indicated that settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. 52 Pa. Code § 69.401.

6. 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 v. York Water Co.*, Docket

No. R-00049165 (Order entered Oct. 4, 2004); *Pa. Pub. Util. Comm'n v. C.S. Water & Sewer Assocs.*, 74 Pa. PUC 767 (1991).

7. All decisions of the Commission must be supported by substantial evidence, which is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 2 Pa. C.S. § 704; *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980).

8. Act 129 of 2008 seeks to ensure the availability to all Pennsylvanians of "adequate, reliable, affordable, efficient and environmentally sustainable electric service at the least cost, taking into account any benefits of price stability over time." Preamble to Act 129 of 2008.

9. Act 129 of 2008 declares that it is in the public interest to adopt "energy procurement requirements designed to ensure that electricity obtained reduces the possibility of electric price instability, promotes economic growth and ensures affordable and available electric service to all residents." Preamble to Act 129 of 2008.

10. Default service providers must follow a Commission-approved competitive procurement plan that includes auctions, requests for proposal, and/or bilateral agreements and a prudent mix of spot market purchases, short-term contracts, and long-term purchase contracts designed to ensure adequate and reliable service at the least cost to customers over time. 66 Pa. C.S. § 2807(e)(3.1), (3.2).

11. In reviewing a default service plan, the Commission must consider whether the plan includes prudent steps necessary to negotiate favorable generation supply contracts, prudent steps necessary to obtain least cost generation supply contracts on a long-term, short-term and spot market basis, and whether neither the default service provider nor its affiliated interest has withheld from the market any generation supply in a manner that violates federal law. 66 Pa. C.S. § 2807(e)(3.7).

12. A default service provider has the right to recover on a full and current basis, pursuant to a reconcilable automatic adjustment clause under Section 1307 of the Public Utility Code, all reasonable costs incurred under Section 2807 and a Commission-approved competitive procurement plan. 66 Pa. C.S. § 2807(e)(3.9); *see also* 52 Pa. Code §§ 54.187, 69.1808.

13. The Commission may approve a reconcilable automatic adjustment clause for the recovery of reasonable costs, and every rate made, demanded, or received by a public utility must be just and reasonable. 66 Pa. C.S. §§ 1301, 1307(a).

14. One purpose of the Electricity Generation Customer Choice and Competition Act is to modify existing legislation and regulations and to establish standards and procedures in order to create direct access by retail customers to the competitive market for the generation of electricity while maintaining the safety and reliability of the electric system for all parties. 66 Pa. C.S. § 2802(12).

15. For default service providers with fewer than 50,000 retail customers, the Commission will grant waivers to the extent necessary to reduce the regulatory, financial or technical burden on the default service provider or to the extent otherwise in the public interest. 52 Pa. Code § 54.185(g).

16. The Commission has recognized that Pike's unique circumstances warrant the continuation of its dependence on spot market purchases to serve its default service customers. *Petition of Pike County Light & Power Company for Approval of its Default Service Implementation Plan*, Docket No. P-2015-2490141 (Order entered Mar. 10, 2016); *see also Popowsky v. Pa. Pub. Util. Comm'n*, 71 A.3d 1112 (Pa. Cmwlth. 2013).

17. Pike's DSP, as modified by the Settlement, satisfies the requirements of 66 Pa. C.S. § 2807(e) and 52 Pa. Code §§ 54.181-54.190, as waived herein, and is consistent with 52 Pa. Code §§ 69.1801-69.1817, as waived herein.

18. Because Pike has withdrawn its request for approval of the Smart Meter Cost Recovery Rider (Rider C), no determination is made in this proceeding regarding the prudence, reasonableness, or used and useful status of Pike's AMI deployment or AMI costs, and Pike may seek, and any party may oppose, recovery of AMI costs in Pike's next base rate proceeding. *See* 66 Pa. C.S. § 1308.

19. The Joint Petition for Settlement submitted in this proceeding on November 12, 2026 is in the public interest, is supported by substantial evidence, is consistent with the Public Utility Code and the Commission's regulations, and should be approved without modification.

APPENDIX E

PROPOSED ORDERING PARAGRAPHS

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

PROPOSED ORDERING PARAGRAPHS

THEREFORE,

IT IS ORDERED:

1. That the Joint Petition for Settlement executed by Pike County Light & Power Company and the Office of Consumer Advocate, which the Office of Small Business Advocate does not oppose, and filed on November 12, 2026, at Docket Nos. P-2026-3062915 and P-2026-3062916, is approved without modification.

2. That the Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030 and Waiver of Commission Regulations, filed on June 1, 2026, at Docket No. P-2026-3062915, is approved as modified by the Joint Petition for Settlement.

3. That the following waivers requested by Pike County Light & Power Company at Docket No. P-2026-3062916 are granted for the period June 1, 2027 through May 31, 2030:

    a. Partial waiver of 52 Pa. Code §§ 69.1805, 69.1805(1), 69.1805(2) and 69.1805(3) (inclusion of short- and long-term contracts in procurement mix and tailoring procurement to customer classes); and

b. Partial waiver of 52 Pa. Code § 69.1807(3) (competitive bid solicitation by customer class).

4. That the request of Pike County Light & Power Company for approval of its Smart Meter Cost Recovery Rider (Rider C) and associated Section 1307 surcharge is deemed withdrawn, and that all issues relating to the cost recovery and prudence of advanced metering infrastructure are reserved to Pike County Light & Power Company's next base rate proceeding, without prejudice to any party, as set forth in the Joint Petition for Settlement.

5. That Pike County Light & Power Company is authorized to file a compliance tariff supplement to Electric Pa. P.U.C. No. 8 implementing the default service rate design set forth in the Joint Petition for Settlement, consistent with Appendix A to the Joint Petition for Settlement, on ten (10) days' notice, to become effective June 1, 2027.

6. That Pike County Light & Power Company is authorized to file a compliance tariff supplement to Electric Pa. P.U.C. No. 8 implementing the non-bypassable O&R Delivery Cost Recovery Rider, consistent with Appendix B to the Joint Petition for Settlement, on not less than ten (10) days' notice, to become effective June 1, 2027.

7. That Pike County Light & Power Company is authorized to file a compliance Supplier Tariff, Electric Pa. P.U.C. No. 8-S, consistent with Exhibit ML-7, on ten (10) days' notice.

8. That Pike County Light & Power Company shall comply with the notice, reporting, and filing commitments set forth in the Joint Petition for Settlement, including the provision of written notice of its procurement option selection and supporting cost comparison, notice of changes in O&R's Service Classification No. 9 transmission rates, service of any interim default service rate adjustment, and the inclusion of a seasonal hedge evaluation in its next Default Service Plan filing.

9. That, upon acceptance and approval by the Commission of the compliance tariff supplements filed by Pike County Light & Power Company consistent with this Order, the proceedings at Docket Nos. P-2026-3062915 and P-2026-3062916 shall be marked closed.

APPENDIX F

STATEMENT IN SUPPORT OF
PIKE COUNTY LIGHT & POWER COMPANY

PUBLIC VERSION

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power Company for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

STATEMENT OF PIKE COUNTY LIGHT & POWER COMPANY IN SUPPORT OF JOINT PETITION FOR SETTLEMENT

TO DEPUTY CHIEF ADMINISTRATIVE LAW JUDGE GAIL M. CHIODO AND ADMINISTRATIVE LAW JUDGE EMILY A. FARREN:

I. INTRODUCTION

Pike County Light & Power Company ("Pike" or the "Company") submits this Statement in Support of the Joint Petition for Settlement ("Joint Petition" or "Settlement") filed in the above-captioned consolidated proceedings. Pike and the Office of Consumer Advocate ("OCA") (collectively, the "Joint Petitioners") are the signatories to the Settlement. The Office of Small Business Advocate ("OSBA"), the only other party to this proceeding, did not submit testimony and has authorized the Joint Petitioners to represent that it does not oppose the Settlement. The Settlement resolves all issues in this proceeding concerning Pike's Petition for Approval of Default Service Plan for the Period June 1, 2027 through May 31, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations ("Petition"), including default service procurement, financial hedging, default service rate design, the recovery of Orange and Rockland Utilities, Inc. ("O&R") delivery charges, Supplier Tariff modernization, Alternative Energy Portfolio Standards ("AEPS") compliance, the requested waivers, and Pike's proposed

advanced metering infrastructure ("AMI") surcharge. For the reasons set forth below and in the Joint Petition, Pike fully supports the Settlement and respectfully requests that Deputy Chief Administrative Law Judge Gail M. Chiodo and Administrative Law Judge Emily A. Farren (the "ALJs") recommend approval of, and that the Pennsylvania Public Utility Commission ("Commission") approve, the Settlement without modification.

The Settlement was achieved only after a thorough investigation of Pike's proposed Default Service Plan ("DSP" or "Plan"). Pike responded to four sets of interrogatories served by the OCA. Pike submitted the direct testimony and exhibits of two witnesses, and the OCA submitted the direct testimony and exhibits of two expert witnesses addressing Pike's procurement, hedging, rate design, O&R delivery service, and AMI proposals. The Joint Petitioners then engaged in settlement discussions that produced an agreement in principle on all issues. As a result, the parties, the ALJs, and the Commission have been spared the time and expense of rebuttal, surrebuttal, and rejoinder testimony, an evidentiary hearing, and briefing.

The Settlement reflects a carefully balanced compromise of the interests of the parties. It continues the procurement and financial hedging framework that the Commission has approved in Pike's prior DSP proceedings, which accounts for Pike's unique circumstances as a small electric distribution company located in the New York Independent System Operator ("NYISO") control area, while incorporating additional customer protections recommended by the OCA. Specifically, the Settlement requires Pike to select among its proposed procurement options based on projected least cost to default service customers and to give advance notice of that selection with a supporting cost comparison; conditions Pike's use of its proposed Option C on objective competitive safeguards; retains semiannual default service pricing while moderately increasing the cap on the Electric Supply Adjustment Charge ("ESAC") and establishing

symmetric interim adjustment authority to address material over- and under-collections; allocates O&R delivery charges among all distribution customers, shopping and default service alike; and provides for Pike's withdrawal of its proposed AMI surcharge, with all AMI cost recovery and prudence issues reserved for Pike's next base rate proceeding. Pike's financial hedging strategy, Supplier Tariff modernization, AEPS compliance approach, and requested waivers are approved as filed. For these reasons and those set forth below, the Settlement is just and reasonable, is supported by substantial evidence, and is in the public interest.

II. THE SETTLEMENT TERMS ARE IN THE PUBLIC INTEREST

A. Approval of the Default Service Plan (Settlement ¶ 22)

Under the Settlement, Pike's proposed DSP for the period June 1, 2027 through May 31, 2030, as set forth in the Petition and supporting testimony and exhibits, is approved with the modifications set forth in the Settlement. Settlement ¶ 22. The Plan maintains Pike's reliance on NYISO Zone G day-ahead priced energy, with all other supply-related costs passed through on a transparent basis, together with a financial hedging program, an approach the Commission has repeatedly approved as reasonable given Pike's unique operational characteristics. Petition ¶¶ 4, 18; Pike St. No. 2 at 7:15-17. Each of the modifications discussed below either adopts, or represents a reasonable compromise of, a recommendation made by the OCA, and the remaining elements of the Plan were not contested.

B. Procurement (Settlement ¶¶ 23-24)

1. Selection Among Procurement Options

O&R is no longer willing to procure electricity on Pike's behalf, and the Commission approved Pike's Petition to Modify its current DSP to use a competitive solicitation to select a NYISO supplier for the period August 2026 through May 31, 2027. Pike St. No. 2 at 5:4-12;

OCA St. 1 at 5:9-18. For the 2027-2030 Plan term, Pike proposed to procure default service supply through a competitive bid solicitation as its primary procurement method (Option A), supplemented by two optional pathways: becoming an LSE in the NYISO and bringing procurement functions in-house (Option B), and continuing with the supplier selected for the August 2026 through May 31, 2027 period without a new solicitation if specified conditions are met (Option C). Petition ¶¶ 17-22; Pike St. No. 2 at 5:16-9:5. Pike explained that these options give a small EDC operating in the NYISO the flexibility to maintain access to competitive market pricing, adapt to changes in market conditions and regulatory status, reduce administrative costs where appropriate, and take advantage of direct market participation if and when Pike becomes an LSE. Pike St. No. 2 at 9:6-10:6.

The OCA did not oppose the three options but recommended that Pike select among them based on cost, as well as on job creation for the local area and the building of internal expertise. OCA St. 1 at 18:14-19:2. Under the Settlement, Pike will select among Options A, B, and C based on the option projected to be least cost to default service customers over the term, consistent with 66 Pa. C.S. § 2807(e)(3.2) and 52 Pa. Code § 54.185. Pike will provide written notice of its selection to the Commission's Bureau of Technical Utility Services ("BTUS"), the OCA, and the OSBA not less than sixty (60) days before the start of the applicable plan year, together with a supporting cost comparison of the options considered. Pike may identify qualitative considerations, including the development of internal procurement capability, in its selection memorandum, provided that no qualitative factor, including local job creation, operates as a binding selection criterion. Settlement ¶ 23.

This term is reasonable and in the public interest. It preserves the procurement flexibility Pike requires given its size and NYISO location, while anchoring the selection among options to

the statutory least cost standard and providing BTUS, the OCA, and the OSBA with advance notice and a transparent cost comparison. It also allows Pike to identify the longer-term value of developing internal procurement capability, which the OCA's witness recognized, without permitting any qualitative factor to override the least cost requirement.

2. Conditions on Election of Option C

As filed, Pike proposed that it could elect Option C if **[BEGIN HIGHLY CONFIDENTIAL]** [redacted] **[END HIGHLY CONFIDENTIAL]** Petition ¶ 22; Pike St. No. 2 at 8:19-9:2. Option C is intended to allow Pike to avoid the time, administrative burden, and cost of a new competitive solicitation where the existing supplier arrangement remains demonstrably competitive and beneficial to customers. Pike St. No. 2 at 8:16-9:5.

Under the Settlement, Pike may elect Option C only if both of the following conditions are satisfied: **[BEGIN HIGHLY CONFIDENTIAL]**

- [redacted]
- [redacted]

[END HIGHLY CONFIDENTIAL] Settlement ¶ 24.

These conditions strengthen the competitive benchmark on which Option C rests. **[BEGIN HIGHLY CONFIDENTIAL]** [redacted] **[END HIGHLY CONFIDENTIAL]** ensures that Pike will continue with its existing supplier only where the

record of the prior solicitation and the supplier's binding pricing demonstrate that doing so remains competitive. At the same time, Pike retains the ability to avoid the cost and administrative burden of a duplicative solicitation when those objective conditions are met, which benefits default service customers who ultimately bear procurement costs.

C. Financial Hedging (Settlement ¶¶ 25, 32(a)-(b))

Pike proposed to continue its financial hedging program, under which Pike enters into fixed rate energy swaps that convert a portion of its otherwise variable spot market supply costs into fixed costs and thereby provide greater price stability to default service customers. Petition ¶¶ 24-28; Pike St. No. 1 at 6:17-7:16. The proposed strategy is substantially similar to the strategy approved in Pike's 2024-2027 DSP proceeding and builds price stability by layering financial hedges with staggered execution dates, avoiding single point market exposure, and retaining the same pricing parameters as the prior proceeding. Pike St. No. 1 at 4:5-14. **[BEGIN HIGHLY CONFIDENTIAL]** [redacted] **[END HIGHLY CONFIDENTIAL]** Pike St. No. 1 at 4:15-5:13; Highly Confidential Exhibit NPC-2; OCA St. 1 at 7:17-8:15, 14:4-15:3. Pike's hedges during prior plans served their intended purpose of mitigating the effect of rising spot market prices on default service rates. Pike St. No. 1 at 6:3-16.

The OCA supports Pike's proposed financial hedging strategy. OCA St. 1 at 15:4-6. The OCA's witness observed that, because Pike acquires the same hedge quantity for each month while its default service load is higher in winter and summer, Pike's hedge coverage is lower in those months, **[BEGIN HIGHLY CONFIDENTIAL]** [redacted]

[redacted] **[END HIGHLY CONFIDENTIAL]** OCA St. 1 at 15:7-22. The OCA's witness did not recommend additional seasonal hedges at this time, because current forward prices appear to incorporate large risk premiums, but recommended that such hedges be reconsidered in a subsequent DSP. OCA St. 1 at 16:1-23.

Consistent with that recommendation, the Settlement provides that Pike will include in its next DSP filing an evaluation of seasonal (winter and summer) hedge products, together with a monthly hedge coverage analysis for the then-current plan. This commitment is prospective only and does not modify the hedging strategy approved for the Plan term. Settlement ¶ 25. The hedging program is otherwise approved as filed, as described in Highly Confidential Exhibit NPC-2, Sections I through III and Schedule A. Settlement ¶ 32(a). This outcome preserves a hedging program that both Pike and the OCA agree is working as intended, while ensuring that the Commission and the parties will have the information necessary to evaluate seasonal hedging in Pike's next DSP proceeding.

The Settlement also approves Pike's proposal to increase the cap on recovery of Enel X hedging consulting fees from $84,000 to $95,000 per plan year. Settlement ¶ 32(b); Petition ¶ 37; Pike St. No. 2 at 10:22-11:13. Enel X develops and implements Pike's hedging strategy, validates every monthly hedge settlement before Pike settles with each counterparty, and will manage Pike's competitive bid process. Pike St. No. 1 at 7:12-16, 9:1-7. These fees are incurred solely for the benefit of default service customers to provide price stability, and the modest increase reflects the cost of those services over the Plan term. Pike St. No. 2 at 11:8-13. No party opposed this increase.

D. Default Service Rate Design, ESAC Cap, and Interim Adjustment Authority (Settlement ¶¶ 26-29)

Pike's default service charge consists of the Market Price of Electric Supply ("MPES"), which is set based on Pike's forecast of wholesale supply costs, and the ESAC, which reconciles default service costs and revenues. Petition ¶¶ 32-35; Pike St. No. 2 at 11:14-12:18. Under Pike's current rate design, the MPES and ESAC are adjusted every six months, the ESAC is capped at a charge or credit of 2.0 cents per kWh, and Pike has no ability to make interim adjustments. Pike St. No. 2 at 12:19-13:2, 14:9-19. Pike demonstrated that this design has produced chronic under-collections. As of March 31, 2026, Pike had an under-collection of purchased electricity costs of approximately $1.8 million, or approximately 11% of Pike's overall 2025 revenues of approximately $16 million, which placed a significant cash constraint on the Company. Pike St. No. 2 at 15:1-16:2. Customers pay interest on these under-collections, and rates that lag actual costs fail to send customers accurate price signals. Petition ¶ 40; Pike St. No. 2 at 16:3-11. Pike therefore proposed to move to quarterly pricing and reconciliation, to increase the ESAC cap from two cents to five cents per kWh, and to obtain the ability to make interim adjustments in the event of a material over- or under-collection, or alternatively to incorporate an agreed upon threshold for adjustment. Petition ¶ 41; Pike St. No. 2 at 13:3-11, 16:12-17:6.

The OCA did not dispute that Pike should have a rate mechanism at its disposal when under- or over-collections exceed a certain threshold. OCA St. 1 at 13:6-7. The OCA's witness explained that NYISO prices are volatile, particularly in winter, and that differences between Pike's forecasts and actual Zone G prices persisted in the same direction from December 2024 through February 2026, contributing to the current under-collection. OCA St. 1 at 11:3-12:9. The OCA recommended that Pike maintain semiannual pricing and the two-cent ESAC cap but have the ability to adjust the MPES and/or ESAC if realized or projected under- or over-collections

exceed 10% of projected default service revenues for the next twelve months. OCA St. 1 at 13:3-14:3.

The Settlement reflects a reasonable compromise of these positions. The MPES and ESAC will continue to be priced and adjusted semiannually, with allowance for interim adjustments. Settlement ¶ 26. The ESAC cap will increase from two cents to three cents per kWh. Settlement ¶ 27. Pike will have interim adjustment authority triggered when realized or projected over- or under-collections exceed 6% of projected default service revenues for the succeeding twelve months. That authority is symmetric in both directions and available in any period in which the threshold is met, and any interim adjustment will be filed on five (5) days' notice with service on BTUS, the OCA, and the OSBA, accompanied by supporting calculations. Settlement ¶ 28. Pro forma tariff pages implementing this rate design are attached to the Settlement as Appendix A. Settlement ¶ 29.

These terms balance Pike's need for more timely recovery of default service costs against customers' interest in rate stability. Retaining semiannual pricing preserves the rate predictability that the OCA sought. The moderate increase in the ESAC cap and the interim adjustment authority will allow Pike to address material reconciliation balances sooner, which reduces the interest customers pay on under-collections, improves the accuracy of price signals, and supports the cash flow Pike needs to continue providing safe and reliable service. Because the interim adjustment authority is symmetric, customers will also receive the benefit of material over-collections more quickly when wholesale prices fall below forecast. The notice and service requirements ensure transparency and give BTUS, the OCA, and the OSBA the opportunity to review any interim adjustment.

E. Orange and Rockland Electric Delivery Service (Settlement ¶¶ 30-31)

O&R's transmission and distribution facilities are the only means by which Pike can access electricity supply. OCA St. 1 at 19:5-12. Because O&R ceased providing electricity supply services to Pike after August 31, 2026, Pike entered into a new Electric Delivery Service Agreement with O&R, which the Commission approved by Order dated June 4, 2026. Pike St. No. 2 at 5:4-12; Highly Confidential Exhibit ML-1; Joint Petition ¶ 2. Under the new agreement, the structure and future determination of O&R's delivery charges differ from the prior Electric Supply Agreement. **[BEGIN HIGHLY CONFIDENTIAL]** [redacted] **[END HIGHLY CONFIDENTIAL]** OCA St. 1 at 19:13-20:4; Highly Confidential Exhibit SO-2.

In discovery, Pike proposed to allocate O&R's delivery charges based on allocation factors derived from the most recent year's load data, and explained that a tariff revision would be needed to recover the share of those charges attributable to customers served by electric generation suppliers ("EGSs"). OCA St. 1 at 20:5-13; Highly Confidential Exhibit SO-2. The OCA concurred with Pike's proposed allocation approach, subject to review of the implementing tariff changes, because all distribution customers, shopping and default service alike, need the delivery service O&R provides, and allocating O&R delivery costs only to default service customers would result in default service customers subsidizing shopping customers. OCA St. 1 at 20:14-22.

Under the Settlement, O&R delivery charges will be allocated among all distribution customers, shopping and default service alike, using allocation factors derived from the most

recent year's class load data, through a non-bypassable O&R Delivery Cost Recovery Rider that will be reconciled annually with interest at the rate prescribed by 52 Pa. Code § 54.190. A pro forma version of the rider is attached to the Settlement as Appendix B. Settlement ¶ 31. In addition, Pike will notify BTUS, the OCA, and the OSBA when O&R's Service Classification No. 9 transmission rates on file with the New York Public Service Commission change, and will include with that notice a calculation of the resulting effect on Pike's delivery costs and on default service rates. Settlement ¶ 30.

These terms are just and reasonable. They assign the cost of a service that every distribution customer requires to all distribution customers, consistent with cost causation principles, and prevent default service customers from subsidizing shopping customers. The annual reconciliation ensures that Pike recovers no more and no less than its actual O&R delivery costs, and the notice commitment provides the Commission and the statutory advocates with timely information about changes in O&R's transmission rates and their effect on customers.

F. Elements of the Plan Approved Without Modification (Settlement ¶ 32)

The Settlement approves the following additional elements of the Plan as filed, none of which was opposed by any party. Settlement ¶ 32. The hedging program and the Enel X consulting fee cap are addressed in Section IV.C above.

Supplier Tariff Modernization. Pike's Supplier Tariff has not been comprehensively updated since 1999, before Corning Energy Company acquired Pike from O&R, and contains outdated terminology and references to entities and market structures that no longer exist. Petition ¶ 45; Pike St. No. 2 at 17:8-15. Pike's revised Supplier Tariff modernizes delivery and communication methods; aligns the tariff with the Commission's waiver of electronic data

interchange requirements for Pike at Docket No. P-2018-3005165; replaces references to O&R with references to Pike where appropriate; removes references to the New York Power Pool and other obsolete language; updates transmission, installed capacity, and ancillary services provisions to reflect current NYISO practices; references the applicable Federal Energy Regulatory Commission tariff for ancillary service charges; updates customer and electronic file data fields consistent with Docket No. P-2018-3002709; and updates the Company holiday list. Petition ¶ 46; Pike St. No. 2 at 18:13-20:11. These revisions improve administrative efficiency, provide EGSs with greater clarity and transparency, and reduce the potential for disputes. Pike St. No. 2 at 20:12-18. Under the Settlement, the revised Supplier Tariff at Exhibit ML-7 is approved as filed, to be implemented by compliance tariff on ten (10) days' notice. Settlement ¶ 32(c).

Smart Meter Refusal and Manual Meter Reading Fee. The smart meter refusal process and the previously approved manual meter reading fee, together with the Tariff Rule 6.7 relocation alternative that Pike confirmed in its most recent base rate proceeding, remain unchanged. Settlement ¶ 32(d); Pike St. No. 2 at 21:13-22:4; Petition ¶ 63.

AEPS Compliance. Pike will continue to comply with the Alternative Energy Portfolio Standards Act consistent with prior Commission-approved plans, procuring alternative energy credits through competitive solicitations or market purchases with the assistance of a third party, adjusting the timing of purchases to reduce costs to customers where possible, and recovering compliance costs through the default service rate mechanism. Petition ¶¶ 65-69; Pike St. No. 2 at 27:4-7. The Settlement approves this approach as filed. Settlement ¶ 32(e).

Requested Waivers. The Settlement grants Pike's requested partial waivers of 52 Pa. Code §§ 69.1805, 69.1805(1), 69.1805(2), and 69.1805(3) (inclusion of short- and long-term

contracts in the procurement mix and tailoring procurement to customer classes) and of 52 Pa. Code § 69.1807(3) (competitive bid solicitation by customer class), consistent with the waivers granted in Pike's prior DSP proceedings. Settlement ¶ 32(f); Petition ¶¶ 70-72. Given Pike's relatively small default service load, its interconnection with the NYISO, and the fact that it is not an LSE, short- and long-term contracts tailored to customer rate classes and competitive bid solicitation by customer class are not warranted, and granting the waivers will reduce regulatory burden without adversely affecting customers. Pike St. No. 1 at 9:8-10:7; Petition ¶ 72. The waivers are also consistent with 52 Pa. Code § 54.185(g), under which the Commission will grant waivers for default service providers with fewer than 50,000 retail customers to the extent necessary to reduce the regulatory, financial, or technical burden on the default service provider or to the extent otherwise in the public interest.

G. Withdrawal of the AMI Surcharge and Reservation of AMI Cost Recovery and Prudence Issues (Settlement ¶¶ 33-36)

Pike currently relies on a legacy handheld meter reading system for which vendor support for the meter reading software ended on December 31, 2021, replacement components for the handheld devices are no longer available, and the system operates on an outdated platform that presents operational and cybersecurity risks. Petition ¶ 57. Pike is replacing that system with the Tesco AMI platform and proposed to recover the associated costs through a Smart Meter Cost Recovery Rider ("Rider C") under Section 1307 of the Public Utility Code, with a projected initial charge of $4.5218 per customer per month. Petition ¶¶ 56-64; Pike St. No. 2 at 21:12-27:3.

The OCA agreed that Pike's meter reading platform needs to be replaced, but contested Pike's choice of full AMI deployment and recommended that the Commission reject the proposed surcharge and direct Pike to seek recovery of AMI costs in its next base rate proceeding. OCA St. 2 at 4:6-22, 23:16-22, 25:19-26:3. The OCA also asserted that

implementing the surcharge during the base rate stay-out period agreed to in Pike's most recent base rate settlement would provide relief the stay-out was intended to defer. OCA St. 2 at 24:1-13.

Under the Settlement, Pike withdraws its request for approval of Rider C and the associated Section 1307 surcharge, including the initial charge and the one-year amortization of pre-implementation deferred costs, and the pro forma tariff pages implementing Rider C are withdrawn. Settlement ¶ 33. No finding is made or requested in this proceeding regarding the prudence, reasonableness, or used and useful status of Pike's decision to deploy AMI, the level of AMI costs incurred or projected, the recovery of pre-implementation deferred costs, or the scope of customer access to AMI usage data. Settlement ¶ 34. All issues relating to the cost recovery and prudence of AMI are reserved to Pike's next base rate proceeding, in which Pike may seek recovery of AMI costs by any lawful means and the OCA and all other parties may oppose that recovery on any ground, and no party is prejudiced by, or waives any position by reason of, this term or the record developed in this proceeding. Settlement ¶ 35. Nothing in the Settlement limits, conditions, or delays Pike's replacement of its unsupported legacy meter reading system or its ongoing deployment of AMI. Settlement ¶ 36.

Pike continues to believe that its AMI deployment is reasonable and prudent and that its costs are recoverable. Pike agreed to this term, however, to resolve the most contested issue in this proceeding without the expense of further litigation, which would ultimately be borne in part by customers. The term preserves every party's rights and positions on AMI cost recovery and prudence for determination in Pike's next base rate proceeding, where the Commission will be able to review AMI costs alongside all other elements of Pike's cost of service. Critically, the term also ensures that Pike may continue to replace an unsupported legacy system that presents

operational and cybersecurity risks, without delay. For these reasons, this term is in the public interest.

III. THE SETTLEMENT IS IN THE PUBLIC INTEREST

The Settlement is in the public interest and should be approved without modification. Taken as a whole, the Settlement continues a procurement and hedging framework that is tailored to Pike's unique circumstances and that the Commission has repeatedly approved, while adding meaningful customer protections: a least cost selection requirement with advance notice and a cost comparison, objective competitive safeguards on Option C, a prospective evaluation of seasonal hedging, symmetric interim rate adjustment authority subject to notice and supporting calculations, notice of changes in O&R's transmission rates with a calculation of their effect on customers, and the allocation of O&R delivery costs to all customers who use O&R's delivery service. The Settlement is consistent with the requirement that default service be provided at the least cost to customers over time, taking into account the benefits of price stability. 66 Pa. C.S. § 2807(e).

The Settlement also resolves the contested AMI surcharge issue in a manner that preserves all parties' positions for Pike's next base rate proceeding, and it approves uncontested elements of the Plan, including the modernized Supplier Tariff, the AEPS compliance approach, and the requested waivers, that are supported by unrebutted record evidence.

Finally, approval of the Settlement furthers the Commission's policy of encouraging settlements. 52 Pa. Code § 5.231(a). In the past, Pike's DSP proceedings have been fully litigated, including appeals to the Commonwealth Court. *See Popowsky v. Pa. Pub. Util. Comm'n*, 71 A.3d 1112 (Pa. Cmwlth. 2013). Here, the Settlement avoids the substantial cost of rebuttal, surrebuttal, and rejoinder testimony, an evidentiary hearing, briefing, and possible

appellate proceedings, costs that would be borne in part by Pike's customers. The Settlement is supported by the OCA, which represents the interests of Pike's residential customers, and is not opposed by the OSBA, which represents small business customers.

IV. CONCLUSION

The Settlement is the result of a detailed examination of Pike's proposed DSP, extensive discovery, the submission of expert testimony, and good faith negotiations among the parties. It is a reasonable resolution of all issues in this proceeding, is supported by substantial evidence, and is in the public interest.

Pike County Light & Power Company respectfully requests that Deputy Chief Administrative Law Judge Gail M. Chiodo and Administrative Law Judge Emily A. Farren recommend approval of, and that the Pennsylvania Public Utility Commission approve, the Joint Petition for Settlement, including all terms and conditions thereof, without modification.

Respectfully submitted,

/s/ Whitney E. Snyder

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Dated: November 12, 2026

APPENDIX G

STATEMENT IN SUPPORT OF
THE OFFICE OF CONSUMER ADVOCATE

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light and Power Company for Approval of Its Default Service Program for the Period June 1, 2027, to May 30, 2030, Advanced Metering Infrastructure Surcharge, and Waiver of Commission Regulations	:	Docket Nos. P-2026-3062915 P-2026-3062916

STATEMENT IN SUPPORT
OF THE JOINT PETITION FOR FULL SETTLEMENT
OF THE OFFICE OF CONSUMER ADVOCATE

(PUBLIC VERSION)

TO THE ADMINISTRATIVE LAW JUDGES CHIODO AND FARREN:

AND NOW, before the Administrative Law Judges (ALJs) Deputy Chief ALJ Gail M. Chiodo and ALJ Emily A. Farren, and the Pennsylvania Public Utility Commission (Commission), the Office of Consumer Advocate (OCA), a signatory to the Joint Petition for Full, Unanimous Settlement (Settlement) in the captioned proceeding, submits this Statement in Support of the Settlement, requesting approval of the terms and conditions of the Settlement as being supported by substantial record evidence and in the public interest.

I. INTRODUCTION

On June 1, 2026, Pike County Light and Power Company (Pike or Company) filed with the Commission a Petition for approval of its Default Service Plan (DSP) for its generation customers (Petition). The Company's existing DSP is set to expire on May 31, 2027. The proposed DSP is for the period of June 1, 2027, through May 31, 2030.

On June 11, 2026, the OCA filed its Notice of Intervention and Public Statement. On July 7, 2026, the Office of Small Business Advocate (OSBA) filed a Notice of Intervention and Public Statement. The OCA filed an Answer to Pike's Petition on July 9, 2026. The matter was assigned to the Office of Administrative Law Judge (OALJ) and further assigned to Deputy Chief ALJ Gail M. Chiodo and ALJ Emily A. Farren. On July 13, 2026, a Prehearing Conference was held where the parties discussed procedural matters and established a litigation schedule.

Consistent with the procedural schedule issued by ALJs Chiodo and Farren, the OCA served on the ALJs and the parties its written Direct Testimony on August 28, 2026 of Serhan Ogur[1] (OCA St. 1) and Brendan Larkin-Connolly[2] (OCA St. 2), in which the OCA opposed and/or recommended adjustments to the Company's requests.

Pike and the OCA (Settling Parties or Joint Petitioners) engaged in extensive settlement discussions in an attempt to resolve the issues presented in this proceeding.[3] On September 22, 2026, the Settling Parties informed the ALJs that a full unanimous settlement had been reached and requesting to suspend the litigation schedule. On October 13, 2026, the Settling Parties filed a Joint Stipulation for the admission of testimony and exhibits into the evidentiary record. The Joint Stipulation was granted by ALJs Chiodo and Farren on October 16, 2026.

In accordance with the procedural schedule established in this proceeding, the OCA now submits this Statement in Support of the Settlement. As explained below, the OCA submits that

[1] Dr. Serhan Ogur is a Principal with Exeter Associates, Inc.. Dr. Ogur received a B.A. degree in Economics from Bogazici University (Istanbul, Turkey) in 1996 and a Ph.D. in Economics from Northwestern University in 2007. Dr. Ogur has 19 years of experience in the energy industry specializing in organized wholesale and retail electricity markets. He was previously employed as an Economic Analyst at the Illinois Commerce Commission; a Senior Economist at PJM Interconnection LLC; and a Senior System Operator at Fellon-McCord & Associates.

[2] Mr. Brendan Larkin-Connolly is a Managing Consultant at Exeter Associates, Inc.. Mr. Larkin-Connolly has an M.S. in Resource Economics from the University of Massachusetts, Amherst and a B.A. in Economics from College of the Holy Cross. He has 18 years of experience evaluating utility capital expenditure programs, including accelerated replacement plans and their associated cost recovery mechanisms

[3] OBSA has authorized the Joint Petitioners to represent that it does not oppose the settlement.

the Settlement is supported by substantial evidence and in the public interest and should be approved without modification.

II. STANDARDS FOR APPROVAL OF SETTLEMENT

The policy of the Commission is to encourage settlements, and the Commission has stated that settlement rates are often preferable to those achieved at the conclusion of a fully litigated proceeding.[4]

A. Settlements Must Be in the Public Interest and Due Consideration Must Be Given to the Interests of Consumers

In order to accept a proposed settlement, the Commission must determine that the proposed terms and conditions are in the public interest.[5] "It is the Commission's duty to determine the public interest and to protect the rights of the public."[6] Consistent with the Commission's other statutory responsibilities, the Commission must determine the public interest with "due consideration to the interests of consumers."[7]

B. Burden of Proof and Substantial Evidence

A proposed rate must be just and reasonable, and the utility bears the burden of proof to show that the rate involved is just and reasonable.[8] Proponents of an order bear the burden of proof.[9] Because the Joint Petitioners request that the Commission enter an order adopting the settlement without modification, they share the burden of proof to show that the terms and conditions of the settlement are in the public interest.[10]

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[4] 52 Pa. Code §§ 5.231, 69.401.
[5] *Pa. PUC v. City of Bethlehem – Water Dept.*, Docket No. R-2020-3020256 (Order entered April 15, 2021) (*City of Bethlehem*) at 13 (citing *Pa. PUC v. York Water Co.*, Docket No. R-00049165 (Order entered October 4, 2004); *Pa. PUC v. C. S. Water and Sewer Assoc.*, 74 Pa. P.U.C. 767 (1991).
[6] *Duquesne Light Co. v. Pa. PUC*, 715 A.2d 540, 546 (Pa. Cmwlth. Ct. 1998) (citations omitted).
[7] 71 P.S. § 309-5.
[8] 66 Pa.C.S. § 332(a).
[9] *Id*.
[10] *Id.*; *City of Bethlehem* at 13.

It is well-established that the "degree of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of the evidence."[11] For a Commission decision to be supported by substantial evidence, it must be supported by such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.[12] The evidence must be substantial and legally credible, not mere "suspicion" or a "scintilla" of evidence.[13] The Commission must make findings "in sufficient detail to enable the court on appeal, to determine the controverted question presented by the proceeding and whether proper weight was given to the evidence."[14]

III. 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 contained within 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 Settlement is in the public interest and supports Commission approval of the Settlement without modification. The OCA points to the substantial evidence in the record to support the provisions addressed by the OCA below and relies on the other parties to the settlement to address those provisions that are significant and material to them in their respective statements in support.

A. Pike's Default Service Plan (Settlement at ¶¶ 22-32)

In its filing, Pike proposed to procure default service supply to its customers amongst three procurement options.[15] In its Answer, the OCA averred that it would review Pike's proposed

[11] *Lansberry v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. Ct. 1990) (*Lansberry*).
[12] *Dutchland Tours, Inc. v. Pa. PUC*, 337 A.2d 922, 925 (Pa. Cmwlth. 1975).
[13] *Lansberry*, 578 A.2d at 602.
[14] 66 Pa.C.S. § 703(e); *ARIPPA v. PUC*, 792 A.2d 636, 668-69 (Pa. Cmwlth. 2022).
[15] Petition at ¶¶ 5-7.

modifications to its procurement terms to assess if those modifications would be in the best interest of its customers.[16] OCA witness Ogur testified that Pike should select an option based on (1) cost and (2) job creation for the local area and building internal expertise.[17] In its Petition, Pike also proposed three changes to its current mechanism of setting residential default service rates.[18] OCA witness Ogur testified that a wholesale change in the default service rate design is not warranted at this time because Pike's current under collection balance is a result of a confluence of pricing developments in the last 1.5 years that are unlikely to occur again.[19] Dr. Ogur recommended that Pike maintain its existing rate design but have the ability to temporarily adjust its standard default rate design if the realized or projected under or over collections exceed 10% of projected default service revenues for the next 12 months.[20]

As for Pike's financial hedging strategy, Dr. Ogur supported Pike's proposal and did not recommend any additional hedges. However, OCA witness Ogur recommended that the hedges should be reconsidered for the subsequent DSP if actual locational marginal prices (LMPs) and forward prices materially shift, and/or if volatility in the NYSIO Zone G creates excessive unpredictability or rate instability.[21]

Lastly, Pike seeks approval for a new electric delivery service agreement after Orange and Rockland Utilities (O&R) notified the Company that it will not be providing electricity supply services after August 31, 2026.[22] OCA witness Ogur testified that the O&R delivery service costs

[16] OCA Answer at 7.
[17] OCA St. 1 at 18.
[18] Petition at 7-8; Pike St. 2 at 16-17.
[19] OCA St. 1 at 13.
[20] *Id.*
[21] OCA St. 1 at 16.
[22] OCA St. 1 at 19.

should be borne by all distribution customers, shopping and default service customers alike, to avoid subsidizing shopping customers.[23]

The Settling Parties agreed to resolve their differences as follows:

22. Pike's proposed Default Service Plan for the period June 1, 2027 through May 31, 2030, as set forth in the Petition filed June 1, 2026, and supporting testimony and exhibits, is approved with the modifications set forth in this Settlement.

23. Pike will select among Options A, B and C based on the option projected to be least cost to default service customers over the term, consistent with 66 Pa. C.S. § 2807(e)(3.2) and 52 Pa. Code § 54.185. Pike will provide written notice of its selection to the Commission's Bureau of Technical Utility Services ("BTUS"), the OCA and the OSBA not less than sixty (60) days before the start of the applicable plan year, together with a supporting cost comparison of the options considered. Pike may identify qualitative considerations, including the development of internal procurement capability, in its selection memorandum, provided that no qualitative factor, including local job creation, operates as a binding selection criterion.

24. Pike may elect Option C (continuation of the supplier selected for the August 2026 through May 31, 2027 period without a new competitive solicitation) only if both of the following conditions are satisfied: **[BEGIN HIGHLY CONFIDENTIAL]**

[redacted] **[END HIGHLY CONFIDENTIAL]**

25. Pike will include in its next Default Service Plan filing an evaluation of seasonal (winter and summer) hedge products, together with a monthly hedge coverage analysis for the then-current plan. This commitment is prospective only and does not modify the hedging strategy approved for the Plan term.

26. The Market Price of Electric Supply ("MPES") and the Electric Supply Adjustment Charge ("ESAC") will continue to be priced and adjusted on a semiannual basis with allowance for interim adjustments as described below.

27. The cap on the ESAC will be increased from two cents ($0.02) per kWh to a permanent ESAC cap of three cents ($0.03) per kWh.

28. Pike will have interim adjustment authority triggered at realized or projected over- or under-collections exceeding six percent (6%) of projected default service

[23] OCA St. 1 at 20.

revenues for the succeeding twelve months. The interim adjustment authority is symmetric in both directions and is available in any period in which the threshold is met. Any interim adjustment will be filed on short notice with service on BTUS, the OCA and the OSBA, accompanied by supporting calculations.

29. Pro forma tariff pages to Pike's Electric Pa. P.U.C. No. 8 implementing the default service rate design set forth in Paragraphs 25 through 27 are attached hereto as Appendix A.

30. Pike will notify BTUS, the OCA and the OSBA when O&R's Service Classification No. 9 transmission rates are on file with the New York Public Service Commission change, and will include with that notice a calculation of the resulting effect on Pike's delivery costs and on default service rates.

31. O&R delivery charges will be allocated among all distribution customers, shopping and default service alike, using allocation factors derived from the most recent year's class load data. A pro forma non-bypassable O&R Delivery Cost Recovery Rider effecting that allocation is attached hereto as Appendix B. The rider will be reconciled annually with interest at the rate prescribed by 52 Pa. Code § 54.190.

32. The following elements of the Plan are approved as filed, without modification:

a. The hedging program is approved as filed, as described in Highly Confidential Exhibit NPC-2, Sections I through III and Schedule A.
b. The cap on recovery of Enel X hedging consulting fees is $95,000 per plan year.
c. The revised Supplier Tariff at Exhibit ML-7 is approved as filed, to be implemented by compliance tariff on ten (10) days' notice.
d. The smart meter refusal process and the previously approved manual meter reading fee, together with the Tariff Rule 6.7 relocation alternative, are unchanged.
e. Pike's AEPS compliance approach is approved as filed and is unchanged from prior approved plans.
f. The requested partial waivers of 52 Pa. Code § 69.1805 and subsections (1) through (3), and of § 69.1807(3), are granted as requested, consistent with the waivers granted in Pike's prior Default Service Plan proceedings.[24]

These settlement terms are in the public interest because the terms will allow Pike to select a Default Service Procurement Plan that is best suited to the needs of the Utility while also

[24] Settlement ¶¶ 22-32.

complying with Commission regulations. Further, the OCA supports Pike's hedging proposal outlined in Pike's plan as reasonable.[25] These terms will also lead to increased cost predictability for Pike and rate stability for its default service customers. As such, the OCA submits that these terms are in the public interest.

B. Withdrawal of the AMI Surcharge (Settlement at ¶¶ 33-36)

In its filing, Pike requests approval of a surcharge to support its deployment of advanced metering infrastructure (AMI) over the next four years.[26] Pike averred that AMI deployment will provide access to hourly data which will benefit energy procurement of Pike, the EGSs, and its customers.[27] In its Answer, the OCA averred that Pike's AMI proposal must be examined to determine if Pike has fully justified an AMI deployment, and whether its proposed solution is the most reasonable and cost-effective method to address the limitation of its existing metering system.[28] OCA witness Larkin-Connley testified that upgrading Pike's handheld system does not by itself require full AMI deployment and automated meter reading (AMR) does not inherently preclude the production and collection of hourly interval data.[29] In fact, Mr. Larkin-Connley noted that there are variants of cost-effective models that are currently installed on Pike's system that have the capability to measure and store consumption data in 60-minute intervals.[30] Further, because Pike is not subject to Act 129, Mr. Larkin-Connley recommended that the Commission reject Pike's request to establish a Section 1307 tracker and to direct Pike to seek recovery of incurred smart meter costs in its next base rate proceeding.[31]

The settling Parties agreed to resolve their differences as follows:

[25] OCA St. 1 at 15.
[26] Petition at ¶¶ 48-64.
[27] OCA St. 2 at 4.
[28] OCA Answer at 8.
[29] OCA St. 2 at 8.
[30] OCA St. 2 at 9-10.
[31] OCA St. 2 at 15.

> 33. Pike withdraws its request for approval of the Smart Meter Cost Recovery Rider (Rider C) and the associated Section 1307 surcharge, including the initial charge of $4.5218 per customer per month and the one-year amortization of pre-implementation deferred costs. The pro forma tariff pages implementing Rider C are withdrawn from the Plan and do not appear in the pro forma tariff pages included with this Settlement as Appendix A.
>
> 34. No finding is made or requested in this proceeding regarding the prudence, reasonableness, or used and useful status of Pike's decision to deploy AMI, the level of AMI costs incurred or projected, the recovery of pre-implementation deferred costs, or the scope of customer access to AMI usage data.
>
> 35. All issues relating to the cost recovery and prudence of AMI are reserved to Pike's next base rate proceeding. Pike reserves the right to seek recovery of AMI costs in that proceeding by any lawful means, and the OCA and all other parties reserve the right to oppose that recovery on any ground. No party is prejudiced by, and no party waives any position by reason of, this term or the record developed in this proceeding.
>
> 36. Nothing in this Settlement limits, conditions, or delays Pike's replacement of its unsupported legacy meter reading system or its ongoing deployment of AMI.[32]

These settlement terms are in the public interest because a rate base proceeding is the better forum to address the costs and recovery of AMI. In such a proceeding, the Commission will be able to review actual costs of AMI deployment and allows Pike the opportunity to show how customers are receiving the incremental benefits of AMI over the lower-cost alternative the Company declined. The OCA advocated in testimony that this issue be removed from this matter and Pike agreed to do so as part of the settlement. As such, these settlement terms are in the public interest.

C. Provisions Not Expressly Addressed Above (Settlement at ¶¶ 37-44)

The OCA does not oppose the remaining paragraphs of the Settlement reflecting an agreement by the Company, as the remaining paragraphs are reasonable compromises in consideration of possible litigation outcomes and are in the public interest. The remainder of

[32] Settlement ¶¶ 33-36.

settlement contains normal conditions found in all settlements before the Commission, which the OCA does not oppose.

IV. CONCLUSION

The OCA submits that the terms and conditions of the proposed Settlement represent a fair and reasonable resolution of the issues and claims arising in this proceeding and are supported by substantial evidence. 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,

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Dated: November 12, 2026

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Pike County Light & Power	:	
Company for Approval of Default Service	:	
Plan for the Period June 1, 2027 through	:	Docket Nos. P-2026-3062915
May 31, 2030, Advanced Metering	:	P-2026-3062916
Infrastructure Surcharge, and Waiver of	:	
Commission Regulations	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC MAIL ONLY

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DATED: November 12, 2026