

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**BEFORE**

**THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Information Submitted Pursuant to**

**Section 53.51 et seq of the Commission’s Regulations**

**UGI ELECTRIC EXHIBIT F – PROPOSED TARIFFS**

**ORIGINAL TARIFFS**

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**PA P.U.C. NOS. 6 & 2S**

**DOCKET NO. R-2017-2640058**

**Issued: January 26, 2018**

**Effective: March 27, 2018**

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**ELECTRIC SERVICE TARIFF**

**RULES AND RATES  
FOR ELECTRIC DISTRIBUTION SERVICE AND  
CHOICE AGGREGATION SERVICE**

in the following service territory:

**LUZERNE COUNTY**

City of Nanticoke, and Boroughs of Courtdale, Dallas, Edwardsville, Forty-Fort, Harvey's Lake, Kingston, Larksville, Luzerne, New Columbus, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Wyoming and Wyoming.

First Class Townships of Hanover and Newport, and Second Class Townships, of Conyngham, Dallas, Fairmount, Franklin, Hunlock, Huntington, Jackson, Kingston, Lake, Lehman, Plymouth, Ross and Union.

**WYOMING COUNTY**

Townships of Monroe and Noxen

Issued: January 26, 2018

Effective for service rendered on  
and after March 27, 2018

Issued by:  
Paul J. Szykman  
Chief Regulatory Officer  
2525 North 12<sup>th</sup> Street, Suite 360  
P.O. Box 12677  
Reading, PA 19612-2677

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**NOTICE OF TARIFF CHANGES**

Pa. PUC Nos. 5 and 1S through  
Proposed Original UGI Electric Division  
Pa. PUC Nos. 6 and 2S

**This tariff makes Increases (I), Decreases (D), and Changes (C) to  
existing rates  
(See Attached List of Changes)**

**LIST OF CHANGES**

**UGI Electric Proposed Tariff Nos. 6 and 2S**

**To**

**UGI Electric Current Tariff Nos. 5 and 1S**

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 1 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Cover Page and Description of Territory	1	Cover Page and Description Of Territory	1	Additional wording added to update new tariff number, issue date and effective date.
List of Changes	2	List of Changes	2-3	None
Table of Contents	3-4	Table of Contents	4-5	Content updated to reflect changes in the Proposed Tariff.
Definitions	5-6	None		A “definitions” section has been added to provide additional clarity and bring tariff more in line with other UGI tariffs.
1-a Tariff Availability	7	1-a Filing and Posting	6	Website reference has been added and language made more consistent with other UGI tariffs.
1-b Scope and Application of Tariff	7	1-b Revisions	6	Rule consolidated into a new Rule 1-b.
1-b Scope and Application of Tariff	7	1-c Statement of Agents	6	Rule consolidated into a new Rule 1-b.
1-b Scope and Application of Tariff	7	1-d Rules and Regulations	6	Rule consolidated into a new Rule 1-b.
1-b Scope and Application of Tariff	7	1-e No Prejudice of Rights	6	Rule consolidated into a new Rule 1-b.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 2 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
None		1-f Gratuities to Employees	6	Rule deleted consistent with other UGI tariffs.
1-d Liability and Legal Remedies	7	10-c (partially)	18	Rule has been added addressing liabilities and legal remedies consistent with other UGI tariffs.
2-a Contract for Service	8	2-a Contract for Service	7	Definitions have been moved to definition section consistent with other UGI tariffs.
2-b Right to Reject Application	8	2-b Right to Reject Application	7	Revisions made to use defined term from definition section and sentence deleted as being unnecessary and to make tariff consistent with other UGI tariffs.
		2-c One Point of Delivery	7	Rule now incorporated in proposed Rule 1-c.
2-c Commencement of Service	8	None		New wording has been added consistent with other UGI tariffs to provide for the possibility of soft closes although UGI Electric does not currently perform soft closes.

LIST OF CHANGES FROM  
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 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 3 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
2-d Short-Term Contracts	8	2-d Short-Term Contracts	7	Revision to include a now defined term and to delete unnecessary language.
2-e Service for Construction or Emergency	8	2-e Service for Construction or Emergency	7	No change.
2-f Permit for Right-of-Way	8	2-f Permit for Right-of-Way	7	Minor wording change to increase clarity.
2-g Supplemental Energy Sources	8	23. Supplemental Energy Sources		Wording moved from Rule 23.
		2-g Prior Debts	7A	Wording moved to proposed Rule 3-j.
		2-h Unauthorized Use of Service	7A	The defined term in this rule has been moved to the definition section.
		2-i User Without Contract	7A	The defined term in this rule has been moved to the definition section.
3-a Deposits for Non-Residential Accounts	9	3-a Deposits for Non-Residential Accounts	8	Additional language added consistent with other UGI tariffs.
3-b Additional Security from Large Volume Customers	9	None		Additional rule has been added consistent with other UGI tariffs to authorize additional security from large volume customers.

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 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 4 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
3-c Deposits for Residential Accounts	9	3-b Deposits for Residential Accounts	8	Rule number has been changed.
3-d Amount of Deposits	10	3-c Amount of Deposits	8	Rule number has been changed.
3-e Payment Period for Deposits	10	3-d Payment Period for Deposits	8A	Rule number has been changed.
		3-e Interest on Deposits	8A	Language is now in Rule 3-I reflecting organization in other UGI tariffs.
3-f Deposit-Hold Period for Residential Customers and Refund of Deposits	11	3-f Deposit-Hold Period for Residential Customers and Refund of Deposits	8A	Non-residential deposit language has been removed and placed in proposed Rule 3-g consistent with organization of other UGI tariffs.
3-g Refund Provision – Non-Residential Customers	11	3-f Deposit-Hold Period for Residential Customers and Refund of Deposits	8A	The non-residential rule from existing Rule 3-f has been moved into this proposed Rule consistent with organization of other UGI tariffs.
3-h Adjustments	11	3-g Adjustments	8A	Rule has been renumbered and references to other rules numbers have been adjusted.

LIST OF CHANGES FROM  
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UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 5 of 27

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<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
		3-h Payment of Undisputed Bills	9	Section deleted as being unnecessary and not consistent with other UGI tariffs.
		3-i Return Check Charge	9	Subject matter of this rule is now addressed in Rule 13-i.
4-a Furnish Description of Installation	13	4-a Furnish Description of Installation	9	No change.
4-b Character of Service and Point of Delivery	13	4-b Character of Service and Point of Delivery	9	No change.
4-c Underwriter’s Inspection	13	4-c Underwriter’s Inspection	9	No change.
4-d Reverse Phase Relay	13	4-d Reverse Phase Relay	9	No change.
4-e Motors	13	4-e Motors	9	No change.
4-f Light Sources	13	4-f Gaseous Light Sources	9	Word removed from title of section.
4-g Loss of Phase Protection	13	4-g Loss of Phase Protection	9	No change.
5-a Customer’s Wiring	14	5-a Customer’s Wiring	10	No change.
5-b Change or Relocation of	14	5-b Change or Relocation of		Rule reference renumbered.



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UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 6 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Company Facilities		Company Facilities	10	
5-c Company’s Service Line	14	5-c Company’s Service Line	10	No change.
5-d Supply Line Provided by Company	14	5-d Supply Line Provided by Company	10	An unnecessary sentence has been deleted.
5-e Supply Line Extensions to Seasonal Residential Customers and Temporary Commercial and Industrial Customers	15	5-e Supply Line Extensions to Seasonal Residential Customers and Temporary Commercial and Industrial Customers	11	No. change.
5-f Single-Phase Supply Line Extensions and Polyphase Line Extensions Exceeding Established Limits	15	5-f Single-Phase Supply Line Extensions and Polyphase Line Extensions Exceeding Established Limits	11	No change.
5-g Company Provided Underground Service and Supply Facilities	16	5-g Company Provided Underground Service and Supply Facilities	12	Minor wording change to enhance clarity.
5-h Customer-Owned Underground Service Line	16	5-h Customer-Owned Underground Service Line	12	No change.
5-i Underground Electric Service in New Residential Developments	16	Rule 19		Rules concerning underground service in new residential developments, which are already addressed in detail in PUC

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UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 7 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				regulations at 52 Pa. Code §§57.81-57.88, have been simplified and modeled after language in PPL tariff.
5-j Other Extension	17	5-i Other Extension	12	Rule has been renumbered.
5-k Taxes on Contributions	17	5-j Taxes on Contributions	12	Rule has been renumbered and modified to clarify that it applies to applicants and existing customers.
6-a Meters Supplied by Company	18	6-a Meters Supplied by Company	13	Minor grammatical correction.
6-b Meter Location	18	6-b Meter Location	13	Language modified to add clarity and be consistent with language in other UGI tariffs.
6-c Capacity of Company's Meters	18	6-c Capacity of Company's Meters	13	No change.
6-d Right to Remove Company's Equipment	18	6-d Right to Remove Company's Equipment	13	Minor revisions to increase clarity and include defined terms.
6-e Customer's Responsibility for Damage	18	6-e Customer's Responsibility for Damage	13	No change.
6-f Reverse Registration	18	6-f Reverse Registration	13	No change.

LIST OF CHANGES FROM  
proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 8 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
6-g Customer Request for an Advanced Meter	18	6-g Customer Request for an Advanced Meter	13	No change.
6-h Automatic Meter Reading	18	6-h Automatic Meter Reading	13	Defined terms have been moved to definition section.
7-a Adjustment for Error	19	7-a Adjustment for Error	14	Unnecessary sentence removed.
7-b Meter Tests	19	7-b Meter Tests	14	Unnecessary language has been removed.
8-a Continuity of Service	20	8-a Continuity of Service	15	No change.
8-b Notice of Trouble	20	8-b Notice of Trouble	15	No change.
8-c Emergency Load Control	20	20. Emergency Load Control	30	Rule has been relocated and the language mandated under the Commission’s regulation at 52 Pa. Code §57.52(a)(1) replaces existing language.
8-d Emergency Energy Conservation	20	21. Emergency Energy Conservation	31	Rule has been relocated and the language mandated under the Commission’s regulation at 52 Pa. Code §57.52(a)(2) replaces existing language.
9-a Resale of Service	21	9-a Resale of Service	16	No change.

LIST OF CHANGES FROM  
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UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 9 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
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9-b Fluctuations	21	9-b Fluctuations	16	No change.
9-c Use Other than Stated in Contract	21	9-c Use Other than Stated in Contract	16	Minor change to use defined term.
9-d Unbalanced Load	21	9-d Unbalanced Load	17	No change.
9-e Change of Installation	21	9-e Change of Installation	17	Minor grammatical change.
9-f Service Charges	21	None		New rule has been proposed to minimize costs associated with mobilizing and recalling resources because required preparations have not been made by customers or applicants.
10-a Right to Inspect	22	10-a Right to Inspect	18	No change.
10-b Defective Installations	22	10-b Defective Installations	18	Unnecessary sentence deleted.
10-c Customer's Responsibility	22	10-c Customer's Responsibility	18	No change.
11-a Provided by Customer	23	11-a Provided by Customer	19	No change.
11-b Access to Premises	23	11-b Access to Premises	19	Language added to clarify right to gain immediate access to premises to address

LIST OF CHANGES FROM  
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UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 10 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
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				a potential unsafe or hazardous condition.
12-a Tampering Expressly Forbidden	24	12-a Tampering Expressly Forbidden	20	No change.
12-b Liability for Tampering	24	12-b Liability for Tampering	20	Use of defined terms incorporated.
13-a Billing Period	25	13-a Billing Period	21	No change.
13-b Net Payment Period	25	13-b Net Payment Period	21	No change.
13-c Date of Payment	25	13-c Date of Payment	21	No change.
13-d Estimated Bills	25	13-d Estimated Bills	21	No change.
13-e Budget Billing	25	13-e Budget Billing	21A	No change.
13-f Company Late Payment Charge	26	13-f Company Late Payment Charge	21A	Payment terms now standardized across all rate schedules as proposed in 13-f and replaces the currently disparate interest rate and discount terms and conditions applicable to certain tariff rate schedules today.
13-g Joint Billing	26	13-g Joint Billing	21A	No change.

LIST OF CHANGES FROM  
proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 11 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
13-h Payment of Refunds	26	None		New rule concerning the handling of small-value refunds has been added consistent with language in other UGI tariffs.
14-a Termination of Service	27	14-a Termination of Service	22	Use of defined terms incorporated.
14-b Safety Shut-Off	27	14-b Safety Shut-Off	22	No change.
14-c Income Verification	27	14-c (income verification)	22	Rule title added.
14-d Reconnection Charge	27	14-d Reconnection Charge	22	No change.
		15-a Discontinuance of Service	23	This Rule has now been moved to definition section.
15-a Notice of Discontinuance	28	15-b Notice of Discontinuance	23	Rule has been renumbered and defined terms incorporated.
15-b Final Bill	28	15-c Final Bill	23	Rule has been renumbered.
16-a Load Inspections	29	16-a Load Inspections	24	Defined term included.
16-b Billing Changes	29	16-b Billing Changes	24	No change.
16-c Change in Rate	29	16-c Change in Rate	24	No change.

LIST OF CHANGES FROM  
proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 12 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
16-d Billing During Periods of Construction or Emergency	29	16-d Billing During Periods of Construction or Emergency	24	No change.
		16-e Residential Multiple Dwellings	24	This topic addressed by this Rule is now addressed in the definition of “Residential Customer” in the definitions section.
		17. State Tax Surcharge Applicable to all Rates	25	Rule has been relocated to the Surcharges and Riders section of tariff.
17-a Applicability	30	18-a Applicability	26	Rule renumbered and changes made to reflect current Commission regulations.
17-b Metering Provisions	30	18-b Metering Provisions	26	Rule renumbered and changes made to reflect current Commission regulations.
17-c Billing Provisions	31	18-c Billing Provisions	26A	Rule renumbered and changes made to reflect current Commission regulations.
17-d Application	32	18-d Application	26B	Rule renumbered.
17-e Minimum Charge	32	18-e Minimum Charge	26B	Rule renumbered.
17-f Applicable Charges and Fees	32	18-f (applicable charges and fees)	26B	Rule title added.

LIST OF CHANGES FROM  
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 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 13 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
		19-a Underground Electric Service in New Residential Developments	27-29	Now addressed in proposed Rule 5-i.
		20. Emergency Load Control	30	Topic now addressed in proposed Rule 8-c.
		21. Emergency Energy Conservation	31	Topic now addressed in proposed Rule 8-d.
		22. Effective Insulation Requirements	32	Rule deleted as referenced statute has been repealed.
		23. Supplemental Use of Renewable Energy Sources	33	Wording moved to Rule 2-g.
		24. Power Factor Charge	34	Wording moved to Surcharges and Riders section of tariff.
18. Customer Co-Generation	33	25. Customer Co-Generation	35-39	Rule renumbered.
19. Pole Removal and Relocation Charges	37	26. Pole Removal and Relocation Charges	40	Rule renumbered and wording added to clarify the transmission line poles are included in the rule.
		27. Customer Change of Electric Generation Supplier Prior to January 1, 2010	41-42	Deleted as obsolete.



LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 14 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
		28. Schedule of Miscellaneous Fees and Charges	43	Deleted as unnecessary.
Rider A – State Tax Adjustment Surcharge	38	17. State Tax Surcharge Applicable to all Rates	25	Rule relocated to the Surcharges and Riders section of tariff.
Rider B - Generation Supply Service Surcharge	39-41	29. Generation Supply Service on and after June 1, 2017	43A-43C	Section has been renamed.
		Pages reserved for future use	43D-43E	Deleted as unnecessary.
Rider C – Universal Service Program (USP) Rider	42-43	31. Customer Assistance Program (CAP) Charge Rider	43H	Section renamed and redrafted to reflect universal cost recovery mechanisms in other UGI tariffs.
		Pages reserved for future use	43I	Deleted as unnecessary.
		33. Customer Change of Electric Generation Supplier after January 1, 2010	43J-43K	Deleted as obsolete.
Rider D – Storm Expense Rider (SER)	44-45	None		A new storm expense rider is proposed.
Rider E – Energy Efficiency and Conservation (EEC) Rider	46-47	37A. Phase II Energy Efficiency and Conservation Rider	43Y-43Z	Section renamed.

LIST OF CHANGES FROM  
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 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 15 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
		37. Energy Efficiency and Conservation Rider	43W-43X	Deleted as obsolete.
		30. Education Charge Rider	43F-43G	Deleted as obsolete.
		Pages reserved for future use	43L-43V	Deleted as obsolete.
Pages Intentionally Left Blank		None		Reserved for future Rider
Rate Schedule R – Residential Service	53	Rate Schedule R – Residential Service	44	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Single block distribution rate for all usage replaces the three block charge.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule OL – Outdoor Lighting Service	54-55	Rate Schedule OL – Outdoor Lighting Service	50-51A	Eliminates rates applicable prior to July 1, 2007.  Surcharges and Riders section has been added.

LIST OF CHANGES FROM  
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 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 16 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule SOL – Sodium Outdoor Lighting Service	56-57	Rate Schedule SOL – Sodium Outdoor Lighting Service	52-53	Eliminates rates applicable prior to January 1, 2010.  Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule MHOL – Metal Halide Outdoor Lighting Service	58-59	Rate Schedule MHOL – Metal Halide Outdoor Lighting Service	53A-53C	Eliminates rates applicable prior to January 1, 2010.  Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 17 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Rate Schedule LED-OL – Light-Emitting Diode Outdoor Lighting Service	60-61	Rate Schedule LED-OL – Light-Emitting Diode Outdoor Lighting Service	53D-53E	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule GS-1 – General Service	62	Rate Schedule GS-1 – General Service	56-58	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Eliminates certain rate discounts which are applicable to certain air conditioning and space heating power use applications.  Eliminates historic annual revenue guarantee provisions.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 18 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Rate Schedule GS-4 – General Service (5 kW minimum)	63	Rate Schedule GS-4 – General Service (5 kW minimum)	59-62	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Eliminates certain rate discounts which are applicable to certain air conditioning and space heating power use applications.</p> <p>Eliminates historic off-peak service provisions.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule GS-5 – General Service	64-65	Rate Schedule GS-5 - General Service	63-64	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Single block distribution rate for all usage replaces the three block charge.</p> <p>Surcharges and Riders section has been added.</p>

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 19 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule LP – Large Power Service	66-67	Rate Schedule LP – Large Power Service	72-75	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Eliminates historic annual revenue guarantee provisions.</p> <p>Eliminates historic off-peak service provisions.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule HTP – High Tension Power Service	68	Rate Schedule HTP – High Tension Power Service	76-78	Restructured Rate HTP in order to more properly reflect anticipated distribution system service costs wherein these customers would receive direct 66kV service and only require either primary or secondary voltage metering equipment.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 20 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				<p>Eliminates historic annual revenue guarantee provisions.</p> <p>Eliminates historic off-peak service provisions.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule SL – Street Lighting Service	69-70	Rate Schedule SL – Street Lighting Service	79-81A	<p>Eliminates rates applicable prior to July 1, 2007.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Spacing of Lamps language has been modified.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 21 of 27

<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Rate Schedule SSL – Sodium Street Lighting Service	71-72	Rate Schedule SSL – Sodium Street Lighting Service	82-83	<p>Eliminates rates applicable prior to January 1, 2010.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Customer Financing has been eliminated consistent with current business practices.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule MHSL – Metal Halide Street Lighting Service	73-74	Rate Schedule MHSL – Metal Halide Street Lighting Service	83A-83C	<p>Eliminates rates applicable prior to January 1, 2010.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p>



LIST OF CHANGES FROM  
proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
to current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
Page 22 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
				Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service	75-76	Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service	83D-83E	<p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service	77-79	Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service	83F-83H	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule FCP – Flood Control Power Service	80	Rate Schedule FCP – Flood Control Power Service	84	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 23 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Rate Schedule BLR – Borderline Resale Service	81	Rate Schedule BLR – Borderline Resale Service	85	<p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule EV – Electric Vehicle Services	82-84	None		A new Rate Schedule is proposed.
<b>Electric Generation Supplier Coordination Tariff</b>		<b>Electric Generation Supplier Coordination Tariff</b>		
<b>Cover Page</b>		Cover Page		Additional wording added for new tariff number, issue date and effective date.
List of Changes Made in this Tariff	2	List of Changes Made in this Tariff	2	None
Table of Contents	3	Table of Contents	3	Page numbering updated to reflect changes to the Rules and Regulations.
Definition of Terms and Explanation of Abbreviations	4-7	Definition of Terms and Explanation of Abbreviations	4-7	PJM eScheduler System changed to PJM InSchedule System.
1-The Tariff	8	1-The Tariff	8	No Change

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 24 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
2-Scope and Purpose of Tariff	9	2-Scope and Purpose of Tariff	9	No Change
3-Commencement of EDC/EGS Coordination	10-11	3-Commencement of EDC/EGS Coordination	10-11	<p>3.1 Registration – language updated to add reference to Scheduling Coordination Designation Form, Choice Supplier Profile Form, current W-9, Trading Partner Worksheet, and payment of applicable registration fee.</p> <p>3.3 Credit Check has been added.</p> <p>3.5 Rejection of Registration - language added allowing the Company to petition the PaPUC to reject registration of EGS with bad credit.</p>
4-Coordination Obligations	12-14	4-Coordination Obligations	12-14	<p>4.6 PJM Services and Obligations – language added that EGS must satisfy certain obligations imposed on LSEs.</p> <p>4.14 Data Exchange – language updated regarding EGS’s customer information via EDI transactions.</p>

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 25 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
5-Direct Access Procedures	15-18	5-Direct Access Procedures	15-20	<p>5.1 Customer Enrollment – removed redundant language and added 5.1 (c) Record of Customer Consent.</p> <p>5.2 Initial EGS Selection during 1998 was deleted and the remaining subsections have been renumbered and renumber 5.2 has been updated for customer switching among EGSs.</p> <p>5.3 Customer Switching Back to the Company has been updated.</p> <p>5.4 Customer Relocations has been updated.</p>
6-Load Forecasting	19-21	6-Load Forecasting	21-23	Updated language changing weather normalization to average.
7-Load and Capacity Scheduling	22	7-Load and Capacity Scheduling	24	7.4(b) Load Schedule Changes has deleted.
8-Monthly System Supply/Usage Reconciliation and Balancing	23	8-Monthly System Supply/Usage Reconciliation and Balancing	25-26	Added clarifying language to 8.1 General Description and 8.4 Monthly Reconciliation.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 26 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
9-Utilization of Scheduling Coordinators	24	9-Utilization of Scheduling Coordinators	27	No change.
10-Meter Installation	25	10-Meter Installation	28	10.4 EGS Request for Advanced Meter has been deleted as this section is covered in the Electric Service Tariff Section 6-g.
11-Meter Reading and Metering Data	26	11-Meter Reading and Metering Data	29	11.3 EGS Requested Meter Readings - updated normal working hours.
12-Payment and Billing	27-30	12-Payment and Billing	30-33	12.1 (a) Customer Choice of Billing Option has been deleted and remaining subsections renumbered,  12.2 (c) Budget billing has been removed, redundant language in 12.2 (a) and (b).
13-Confidentiality of Information	31	13-Confidentiality of Information	34	No change.
14-Withdrawal by EGS from Retail Service	32	14-Withdrawal by EGS from Retail Service	35	No change.
15-EGS's Discontinuance of Customers	33	15-EGS's Discontinuance of Customers	36	No change.

LIST OF CHANGES FROM  
 proposed  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
 to current  
 UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
 Page 27 of 27

<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
16-Liability	34	16-Liability	37	No change.
17-Breach of Coordination Obligations	35	17-Breach of Coordination Obligations	38	No change.
18-Termination of Individual Coordination Agreement	36	18-Termination of Individual Coordination Agreement	39	No change.
19-Miscellaneous	37-38	19-Miscellaneous	40-41	19.1 Notices – removed telex, and telecopy.
Riders:		Riders:		
1. Individual Coordination Agreement Rider	39-42	1. Individual Coordination Agreement Rider	42-45	7.0 – updated Company contact information.
2. Scheduling Coordination Designation Form	43-46	2. Scheduling Coordination Designation Form	46-49	7.0 – updated Company contact information.

**LIST OF CHANGES**

**UGI Electric Current Tariff Nos. 5 and 1S**

**To**

**UGI Electric Proposed Tariff Nos. 6 and 2S**

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 1 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Cover Page and Description of Territory	1	Cover Page and Description Of Territory	1	Additional wording added to update new tariff number, issue date and effective date.
List of Changes	2-3	List of Changes	2	Removed unnecessary page 3.
Table of Contents	4-5	Table of Contents	3-4	Content updated to reflect changes in the proposed tariff.
1-a Filing and Posting	6	1-a Tariff Availability	7	Website reference has been added to proposed tariff and language made more consistent with other UGI tariffs.
1-b Revisions	6	1-b Scope and Application of Tariff	7	Rule consolidated into a new Rule 1-b.
1-c Statement of Agents	6	1-b Scope and Application of Tariff	7	Rule consolidated into a new Rule 1-b.
1-d Rules and Regulations	6	1-b Scope and Application of Tariff	7	Rule consolidated into a new Rule 1-b.
1-e No Prejudice of Rights	6	1-b Scope and Application of Tariff	7	Rule consolidated into a new Rule 1-b.
1-f Gratuities to Employees	7	None	N/A	Rule deleted consistent with other UGI tariffs.
2-a Contract for Service	7	2-a Contract for Service	8	Definitions moved to a Definitions Section in proposed tariff.



LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 2 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
2-b Right to Reject Application	7	2-b Right to Reject Application	8	Revisions made to use defined term from definition section and sentence deleted as being unnecessary and to make tariff consistent with other UGI tariffs.
2-c One Point of Delivery	7	None	N/A	Rule now incorporated in proposed Rule 1-c.
2-d Short-Term Contracts	7	2-d Short-Term Contracts	8	Revision to include a now defined term and to delete unnecessary language.
2-e Service for Construction or Emergency	7	2-e Service for Construction or Emergency	8	No change.
2-f Permit for Right-of-Way	7	2-f Permit for Right-of-Way	8	Minor wording change to increase clarity.
2-g Prior Debts	7A	None	N/A	Wording moved to proposed Rule 3-j in proposed tariff.
2-h Unauthorized Use of Service	7A	None	N/A	The defined term in this rule has been moved to the definition section.
2-i User Without Contract	7A	None	N/A	The defined term in this rule has been moved to the definition section.
3-a Deposits for Non-Residential Accounts	8	3-a Deposits for Non-Residential Accounts	9	Additional language added consistent with other UGI tariffs.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 3 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
3-b Deposits for Residential Accounts	8	3-c Deposits for Residential Accounts	9	Rule number has been changed.
3-c Amount of Deposits	8	3-d Amount of Deposits	10	Rule number has been changed.
3-d Payment Period for Deposits	8A	3-e Payment Period for Deposits	10	Rule number has been changed.
3-e Interest on Deposits	8A	3-i Interest on Deposits	11	No change.
3-f Deposit Hold Period for Residential Customers and Refunds of Deposits	8A	3-f Deposit Hold Period for Residential Customers and Refunds of Deposits	11	Non-residential deposit language has been removed and placed in proposed Rule 3-g consistent with organization of other UGI tariffs.
3-g Adjustments	8A	3-h Adjustments	11	Rule number has been changed.
3-h Payment of Undisputed Bills	9	None	N/A	Section deleted as being unnecessary and not consistent with other UGI tariffs.
3-i Return Check Charge	9	None	N/A	Subject matter of this rule is now addressed in Rule 13-i.
4-a Furnish Description of Installation	9	4-a Furnish Description of Installation	13	No change.
4-b Character of Service and Point and Delivery	9	4-b Character of Service and Point of Delivery	13	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 4 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
4-c Underwriter’s Inspection	9	4-c Underwriter’s Inspection	13	No change.
4-d Reverse Phase Relay	9	4-d Reverse Phase Relay	13	No change.
4-e Motors	9	4-e Motors	13	No change.
4-f Gaseous Light Sources	9	4-f Light Sources	13	Word removed from title of section.
4-g Loss of Phase Protection	9	4-g Loss of Phase Protection	13	No change.
5-a Customer’s Wiring	10	5-a Customer’s Wiring	14	No change.
5-b Change or Relocation of Company Facilities	10	5-b Change or Relocation of Company Facilities	14	Rule reference renumbered.
5-c Company’s Service Line	10	5-c Company’s Service Line	14	No change.
5-d Supply Line Provided by Company	10	5-d Supply Line Provided by Company	14	An unnecessary sentence has been deleted.
5-e Supply Line Extensions to Seasonal Residential Customers and Temporary Commercial and Industrial Customers	11	5-e Supply Line Extensions to Seasonal Residential Customers and Temporary Commercial and Industrial Customers	15	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 5 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
5-f Single-Phase Supply Line Extensions and Polyphase Line Extensions Exceeding Established Limits	11	5-f Single-Phase Supply Line Extensions and Polyphase Line Extensions Exceeding Established Limits	15	No change.
5-g Company Provided Underground Service and Supply Facilities	12	5-g Company Provided Underground Service and Supply Facilities	16	Minor wording change to enhance clarity.
5-h Customer-Owned Underground Service Line	12	5-h Customer-Owned Underground Service Line	16	No change.
5-i Other Extension	12	5-j Other Extension	17	Rule has been renumbered.
5-j Taxes on Contributions	12	5-k Taxes on Contributions	17	Rule has been renumbered and modified to clarify that it applies to applicants and existing customers.
6-a Meters Supplied by Company	13	6-a Meters Supplied by Company	18	Minor grammatical correction.
6-b Meter Location	13	6-b Meter Location	18	Language modified to add clarity and be consistent with language in other UGI tariffs.
6-c Capacity of Company's Meters	13	6-c Capacity of Company's Meters	18	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 6 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
6-d Right to Remove Company's Equipment	13	6-d Right to Remove Company's Equipment	18	Minor revisions to increase clarity and include defined terms.
6-e Customer's Responsibility for Damage	13	6-e Customer's Responsibility for Damage	18	No change.
6-f Reverse Registration	13	6-f Reverse Registration	18	No change.
6-g Customer Request for an Advanced Meter	13	6-g Customer Request for an Advanced Meter	18	No change.
6-h Automatic Meter Reading	13	6-h Automatic Meter Reading	18	Defined terms have been moved to definition section in proposed tariff.
7-a Adjustment for Error	14	7-a Adjustment for Error	19	Unnecessary sentence removed.
7-b Meter Tests	14	7-b Meter Tests	19	Unnecessary language has been removed.
8-a Continuity of Service	15	8-a Continuity of Service	20	No change.
8-b Notice of Trouble	15	8-b Notice of Trouble	20	No change.
9-a Resale of Service	16	9-a Resale of Service	21	No change.
9-b Fluctuations	16	9-b Fluctuations	21	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 7 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
9-c Use Other than Stated in Contract	16	9-c Use Other than Stated in Contract	21	Minor change to use defined term.
9-d Unbalanced Load	17	9-d Unbalanced Load	21	No change.
9-e Change of Installation	17	9-e Change of Installation	21	Minor grammatical change.
10-a Right to Inspect	18	10-a Right to Inspect	22	No change.
10-b Defective Installations	18	10-b Defective Installations	22	Unnecessary sentence deleted.
10-c Customer's Responsibility	18	10-c Customer's Responsibility	22	No change.
11-a Provided by Customer	19	11-a Provided by Customer	23	No change.
11-b Access to Premises	19	11-b Access to Premises	23	Language added to proposed tariff to clarify right to gain immediate access to premises to address a potential unsafe or hazardous condition.
12-a Tampering Expressly Forbidden	20	12-a Tampering Expressly Forbidden	24	No change.
12-b Liability for Tampering	20	12-b Liability for Tampering	24	Use of defined terms incorporated.
13-a Billing Period	21	13-a Billing Period	25	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 8 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
13-b Net Payment Period	21	13-b Net Payment Period	25	No change.
13-c Date of Payment	21	13-c Date of Payment	25	No change.
13-d Estimated Bills	21	13-d Estimated Bills	25	No change.
13-e Budget Billing	21A	13-e Budget Billing	25	No change.
13-f Company Late Payment Charge	21A	13-f Company Late Payment Charge	26	Payment terms now standardized across all rate schedules as proposed in 13-f and replaces the currently disparate interest rate and discount terms and conditions applicable to certain tariff rate schedules today.
13-g Joint Billing	21A	13-g Joint Billing	26	No change.
14-a Termination of Service	22	14-a Termination of Service	27	Use of defined terms incorporated.
14-b Safety Shut-Off	22	14-b Safety Shut-Off	27	No change.
14-c (Income Verification)	22	14-c Income Verification	27	Rule title added to proposed tariff.
14-d Reconnection Charge	22	14-d Reconnection Charge	27	No change.
15-a Discontinuance of Service	23	None	N/A	This Rule has now been moved to definition section in proposed tariff.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 9 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
15-b Notice of Discontinuance	23	15-a Notice of Discontinuance	28	Rule has been renumbered and defined terms incorporated.
15-c Final Bill	23	15-b Final Bill	28	Rule has been renumbered.
16-a Load Inspections	24	16-a Load Inspections	29	Defined term included.
16-b Billing Changes	24	16-b Billing Changes	29	No change.
16-c Change in Rate	24	16-c Change in Rate	29	No change.
16-d Billing During Periods of Construction or Emergency	24	16-d Billing During Periods of Construction or Emergency	29	No change.
16-e Residential Multiple Dwellings	24	None	N/A	This topic addressed by this Rule is now addressed in the definition of “Residential Customer” in the definitions section.
17. State Tax Surcharge Applicable to all Rates	25	Rider A – State Tax Adjustment Surcharge	38	Rule has been relocated to the Surcharges and Riders section of proposed tariff.
18-a Applicability	26	17-a Applicability	30	Rule renumbered and changes made to reflect current Commission regulations.
18-b Metering Provisions	26	17-b Metering Provisions	30	Rule renumbered and changes made to reflect current Commission regulations.



LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 10 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
18-c Billing Provisions	26A	17-c Billing Provisions	31	Rule renumbered and changes made to reflect current Commission regulations.
18-d Application	26B	17-d Application	32	Rule renumbered.
18-e Minimum Charge	26B	17-e Minimum Charge	32	Rule renumbered.
18-f (applicable charges and fees)	26B	17-f Applicable Charges and Fees	32	Rule renumbered and title added.
19-a Underground Electric Service in New Residential Developments	27-29	None	N/A	Now addressed in proposed Rule 5-i.
20. Emergency Load Control	30	None	N/A	Topic now addressed in proposed tariff Rule 8-c.
21. Emergency Energy Conservation	31	None	N/A	Topic now addressed in proposed tariff Rule 8-d.
22. Effective Insulation Requirements	32	None	N/A	Rule deleted as referenced statute has been repealed.
23. Supplemental Use of Renewable Energy Sources	33	None	N/A	Wording moved to Rule 2-g in proposed tariff.
24. Power Factor Charge	34	Rider F – Power Factor Charge	48	Rule has been relocated to the Surcharges and Riders section of proposed tariff.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 11 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
25. Customer Co-Generation	35-39	18. Customer Cogeneration	33-36	Rule renumbered in proposed tariff.
26. Pole Removal and Relocation Charges	40	19. Pole Removal and Relocation Charges	37	Rule renumbered and wording added to clarify the transmission line poles are included in the rule.
27. Customer Change of Electric Generation Supplier Prior to January 1, 2010	41-42	None	N/A	Deleted as obsolete.
28. Schedule of Miscellaneous Fees and Charges	43	None	N/A	Delete as unnecessary.
29. Generation Supply Service On and After June 1, 2017	43A-43C	Rider B – Generation Supply Service Surcharge	39-41	Section has been renamed and Rule has been relocated to the Surcharges and Riders section of proposed tariff.
29A. Pages reserved for future use	43D-43E	None	N/A	Deleted as unnecessary.
30. Education Charge Rider	43F-43G	None	N/A	Delete as obsolete.
31. Customer Assistance Program (CAP) Charge Rider	43H	Rider C – Universal Service Program (USP) Rider	42-43	Section renamed and redrafted to reflect universal cost recovery mechanisms in other UGI tariffs. In addition, this Rule has been relocated to the Surcharges and Riders section of proposed tariff.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 12 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Pages reserved for future use	43I	None	N/A	Deleted as unnecessary.
33. Customer Change of Electric Generation Supplier after January 1, 2010	43J-43K	None	N/A	Delete as obsolete.
34. Pages reserved for future use	43L-43V	None	N/A	Deleted as unnecessary.
37. Energy Efficiency and Conservation Rider	43W-43X	None	N/A	Delete as obsolete.
37A. Phase II Energy Efficiency and Conservation Rider	43Y-43Z	Rider E – Energy Efficiency and Conservation Rider	46-47	Section renamed. This Rule has been relocated to the Surcharges and Riders section of proposed tariff.
Rate Schedule R – Residential Service	44	Rate Schedule R – Residential Service	53	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Single block distribution rate for all usage replaces the three block charge.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 13 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Rate RRS Renewable Residential Service	44A-44B	Deleted	N/A	This rate schedule has been cancelled.
Rate RWT Residential Service – Water/Space Heating	45-46	Deleted	N/A	This rate schedule has been cancelled.
Rate RTU Residential Time-Of-Use Service	47-49	Deleted	N/A	This rate schedule has been cancelled.
Rate RRTU Renewable Residential Time-Of-Use Service	49A-49C	Deleted	N/A	This rate schedule has been cancelled.
Rate Schedule OL – Outdoor Lighting Service	50-51A	Rate Schedule OL – Outdoor Lighting Service	54-55	Eliminates rates applicable prior to July 1, 2007.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 14 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Rate Schedule SOL – Sodium Outdoor Lighting Service	52-53	Rate Schedule SOL – Sodium Outdoor Lighting Service	56-57	<p>Eliminates rates applicable prior to January 1, 2010.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule MHOL Metal Halide Outdoor Lighting Service	53A-53C	Rate Schedule MHOL – Metal Halide Outdoor Lighting Service	58-59	<p>Eliminates rates applicable prior to January 1, 2010.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 15 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Rate Schedule LED-OL Light-Emitting Diode Outdoor Lighting Service	53D-53E	Rate Schedule LED-OL Light-Emitting Diode Outdoor Lighting Service	60-61	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate CWH Controlled Off-Peak Service For Water Heating	54-55	Deleted	N/A	This rate schedule has been cancelled.
Rate Schedule GS-1 – General Service	56-58	Rate Schedule GS-1 General Service	62	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Eliminates certain rate discounts which are applicable to certain air conditioning and space heating power use applications.  Eliminates historic annual revenue guarantee provisions.  Surcharges and Riders section has been added.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 16 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule GS-4 – General Service (5kW minimum)	59-62	Rate Schedule GS-4 – General Service (5kW minimum)	63	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Eliminates certain rate discounts which are applicable to certain air conditioning and space heating power use applications.</p> <p>Eliminates historic off-peak service provisions.</p> <p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule GS-5 – General Service	63-64	Rate Schedule GS-5 - General Service	64-65	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Single block distribution rate for all usage replaces the three block charge.</p>

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 17 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				<p>Surcharges and Riders section has been added.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate TE Non-Residential Service – Total Electric	65-66	Deleted	N/A	This rate schedule has been cancelled.
Rate GLP General Lighting and Power Service	67-71	Deleted	N/A	This rate schedule has been cancelled.
Rate Schedule LP – Large Power Service	72-75	Rate Schedule LP – Large Power Service	66-67	<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Eliminates historic annual revenue guarantee provisions.</p> <p>Eliminates historic off-peak service provisions.</p> <p>Surcharges and Riders section has been added.</p>



LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 18 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule HTP – High Tension Power Service	76-78	Rate Schedule HTP – High Tension Power Service	68	Restructured Rate HTP in order to more properly reflect anticipated distribution system service costs wherein these customers would receive direct 66kV service and only require either primary or secondary voltage metering equipment. Eliminates historic annual revenue guarantee provisions.  Eliminates historic off-peak service provisions.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule SL – Street Lighting Service	79-81A	Rate Schedule SL – Street Lighting Service	69-70	Eliminates rates applicable prior to July 1, 2007.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 19 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				<p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Spacing of Lamps language has been modified.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>
Rate Schedule SSL – Sodium Street Lighting Service	82-83	Rate Schedule SSL – Sodium Street Lighting Service	71-72	<p>Eliminates rates applicable prior to January 1, 2010.</p> <p>Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.</p> <p>Surcharges and Riders section has been added.</p> <p>Customer Financing has been eliminated consistent with current business practices.</p> <p>Payment Terms now standardized across all rate schedules as proposed in 13-f.</p>

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 20 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
Rate Schedule MHSL – Metal Halide Street Lighting Service	83A-83C	Rate Schedule MHSL – Metal Halide Street Lighting Service	73-74	Eliminates rates applicable prior to January 1, 2010.  Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service	83D-83E	Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service	75-76	Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service	83F-83H	Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service	77-79	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 21 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Rate Schedule FCP – Flood Control Power Service	84	Rate Schedule FCP – Flood Control Power Service	80	Rates change in accordance with UGI Electric Exhibit E – Proof of Revenue.  Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate Schedule BLR – Borderline Resale Service	85	Rate Schedule BLR – Borderline Resale Service	81	Surcharges and Riders section has been added.  Payment Terms now standardized across all rate schedules as proposed in 13-f.
Rate IH - Institutional Heating Service	86-87	Deleted	N/A	This rate schedule has been cancelled.
<b>Electric Generation Supplier Coordination Tariff</b>		<b>Electric Generation Supplier Coordination Tariff</b>		
Cover Page		Cover Page		Additional wording added for new tariff number, issue date and effective date.
List of Changes Made in this Tariff	2	List of Changes Made in this Tariff	2	None

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 22 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
Table of Contents	3	Table of Contents	3	Page numbering updated to reflect changes to the Rules and Regulations.
Definition of Terms and Explanation of Abbreviations	4-7	Definition of Terms and Explanation of Abbreviations	4-7	PJM eScheduler System changed to PJM InSchedule System.
1-The Tariff	8	1-The Tariff	8	No Change
2-Scope and Purpose of Tariff	9	2-Scope and Purpose of Tariff	9	No Change
3-Commencement of EDC/EGS Coordination	10-11	3-Commencement of EDC/EGS Coordination	10-11	3.1 Registration – language updated to add reference to Scheduling Coordination Designation Form, Choice Supplier Profile Form, current W-9, Trading Partner Worksheet, and payment of applicable registration fee.  3.3 Credit Check has been added. 3.5 Rejection of Registration - language added allowing the Company to petition the PaPUC to reject registration of EGS with bad credit.
4-Coordination Obligations	12-14	4-Coordination Obligations	12-14	4.6 PJM Services and Obligations – language added that EGS must satisfy certain obligations imposed on LSEs.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 23 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<u>Tariff Section/Rule Description</u>	<u>Page</u>	<u>Tariff Section/Rule Description</u>	<u>Page</u>	
				4.14 Data Exchange – language updated regarding EGS’s customer information via EDI transactions.
5-Direct Access Procedures	15-20	5-Direct Access Procedures	15-18	5.1 Customer Enrollment – removed redundant language and added 5.1 (c) Record of Customer Consent.  5.2 Initial EGS Selection during 1998 was deleted and the remaining subsections have been renumbered and renumber 5.2 has been updated for customer switching among EGSs.  5.3 Customer Switching Back to the Company has been updated.  5.4 Customer Relocations has been updated.
6-Load Forecasting	21-23	6-Load Forecasting	19-21	Updated language changing weather normalization to average.
7-Load and Capacity Scheduling	24	7-Load and Capacity Scheduling	22	7.4(b) Load Schedule Changes has deleted.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 24 of 25

<u>Current UGI-ED Tariff Nos. 5 and 1S</u>		<u>Proposed UGI-ED Tariff Nos. 6 and 2S</u>		<u>Reason for Change</u>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
8-Monthly System Supply/Usage Reconciliation and Balancing	25-26	8-Monthly System Supply/Usage Reconciliation and Balancing	23	Added clarifying language to 8.1 General Description and 8.4 Monthly Reconciliation.
9-Utilization of Scheduling Coordinators	27	9-Utilization of Scheduling Coordinators	24	No change.
10-Meter Installation	28	10-Meter Installation	25	10.4 EGS Request for Advanced Meter has been deleted as this section is covered in the Electric Service Tariff Section 6-g.
11-Meter Reading and Metering Data	29	11-Meter Reading and Metering Data	26	11.3 EGS Requested Meter Readings - updated normal working hours.
12-Payment and Billing	30-33	12-Payment and Billing	27-30	12.1 (a) Customer Choice of Billing Option has been deleted and remaining subsections renumbered,  12.2 (c) Budget billing has been removed, redundant language in 12.2 (a) and (b).
13-Confidentiality of Information	34	13-Confidentiality of Information	31	No change.
14-Withdrawal by EGS from Retail Service	35	14-Withdrawal by EGS from Retail Service	32	No change.

LIST OF CHANGES FROM  
current  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 5 and 1S  
to proposed  
UGI Utilities, Inc. – Electric Division Tariff – Electric Pa. PUC Nos. 6 and 2S  
Page 25 of 25

<b><u>Current UGI-ED Tariff Nos. 5 and 1S</u></b>		<b><u>Proposed UGI-ED Tariff Nos. 6 and 2S</u></b>		<b><u>Reason for Change</u></b>
<b>Tariff Section/Rule Description</b>	<b>Page</b>	<b>Tariff Section/Rule Description</b>	<b>Page</b>	
15-EGS’s Discontinuance of Customers	36	15-EGS’s Discontinuance of Customers	33	No change.
16-Liability	37	16-Liability	34	No change.
17-Breach of Coordination Obligations	38	17-Breach of Coordination Obligations	35	No change.
18-Termination of Individual Coordination Agreement	39	18-Termination of Individual Coordination Agreement	36	No change.
19-Miscellaneous	40-41	19-Miscellaneous	37-38	19.1 Notices – removed telex, and telecopy.
Riders:		Riders:		
1. Individual Coordination Agreement Rider	42-45	1. Individual Coordination Agreement Rider	39-42	7.0 – updated Company contact information.
2. Scheduling Coordination Designation Form	46-49	2. Scheduling Coordination Designation Form	43-46	7.0 – updated Company contact information.



**PROPOSED TARIFF**

**UGI Electric Proposed Tariff No. 6**

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**ELECTRIC SERVICE TARIFF**

**RULES AND RATES  
FOR ELECTRIC DISTRIBUTION SERVICE AND  
CHOICE AGGREGATION SERVICE**

in the following service territory:

**LUZERNE COUNTY**

City of Nanticoke, and Boroughs of Courtdale, Dallas, Edwardsville, Forty-Fort, Harvey's Lake, Kingston, Larksville, Luzerne, New Columbus, Plymouth, Pringle, Shickshinny, Sugar Notch, Swoyersville, Warrior Run, West Wyoming and Wyoming.

First Class Townships of Hanover and Newport, and Second Class Townships, of Conyngham, Dallas, Fairmount, Franklin, Hunlock, Huntington, Jackson, Kingston, Lake, Lehman, Plymouth, Ross and Union.

**WYOMING COUNTY**

Townships of Monroe and Noxen

Issued: January 26, 2018

Effective: For service rendered on and after March 27, 2018

Issued by:  
Paul J. Szykman  
Chief Regulatory Officer  
2525 North 12<sup>th</sup> Street, Suite 360  
P.O. Box 12677  
Reading, PA 19612-2677

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# NOTICE

THIS TARIFF MAKES INCREASES (I), DECREASES (D), AND CHANGES (C) TO EXISTING RATES (PAGE 2)

**LIST OF CHANGES**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
<b>Electric Service Tariff</b>		
Title page		1
List of Changes		2
Table of Contents		3-4
Definitions – General		5-6
<b>Rules and Regulations:</b>		
1. General		7
2. Application and Contract		8
3. Guarantee of Payment		9-12
4. Customer's Installation		13
5. Service and Supply System Extensions		14-17
6. Meter Installation		18
7. Meter Errors and Tests		19
8. Maintenance of Service by Company		20
9. Customer's Use of Service		21
10. Defects in Customer's Installation		22
11. Right-of-Way and Access to Premises		23
12. Tampering with Company's Property		24
13. Payment Terms		25-26
14. Termination or Disconnection by Company		27
15. Discontinuance of Service by Customer		28
16. Administration of Rates		29
17. Net Metering		30-32
18. Customer Co-Generation		33-36
19. Pole Removal and Relocation Charges		37
<b>Surcharges and Riders:</b>		
Rider A – State Tax Adjustment Surcharge		38
Rider B – Generation Supply Service		39-41
Rider C – Universal Service Plan Rider		42-43
Rider D – Storm Expense Rider		44-45
Rider E – Energy Efficiency and Conservation Rider		46-47
Rider F – Power Factor Charge		48
Pages Intentionally Left Blank		49-52
<b>Rate Schedules:</b>		
Rate Schedule R – Residential Service		53
Rate Schedule OL – Outdoor lighting Service		54-55
Rate Schedule SOL – Sodium Outdoor Lighting Service		56-57
Rate Schedule MHOL – Metal Halide Outdoor Lighting Service		58-59
Rate Schedule LED-OL – Light-Emitting Diode Outdoor Lighting Service		60-61
Rate Schedule GS-1 – General Service		62
Rate Schedule GS-4 – General Service (5 kW minimum)		63
Rate Schedule GS-5 – General Service		64-65
Rate Schedule LP – Large Power Service		66-67
Rate Schedule HTP – High Tension Power Service		68
Rate Schedule SL – Street Lighting Service		69-70
Rate Schedule SSL – Sodium Street Lighting Service		71-72
Rate Schedule MHSL – Metal Halide Street Lighting Service		73-74
Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service		75-76
Issued: January 26, 2018		Effective: March 27, 2018

<b>TABLE OF CONTENTS (Continued)</b>	<b><u>Page</u></b>
Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service	77-79
Rate Schedule FCP – Flood Control Power Service	80
Rate Schedule BLR – Borderline Resale Service	81
Rate Schedule EV – Electric Vehicle Services	82-84

**DEFINITIONS – GENERAL**

Applicant:	Any person, corporation or other entity that (i) desires Electric Service from the Company, (ii) complies completely with all Company requirements for obtaining Electric Service, (iii) has filed and is awaiting Company approval of its application for Electric Service, and (iv) is not yet lawfully receiving Electric Service from the Company.
Automatic Meter Reading (AMR):	Metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes and does not include a Remote Meter Reading Device.
Commercial Customer:	A Customer who is not classified as an Industrial Customer or a Residential Customer.
Company:	UGI Utilities, Inc. – Electric Division
Creditworthiness:	An assessment of an Applicant's or Customer's ability to meet bill payment obligations for Electric Service.
Customer:	Any person, corporation or other entity receiving Electric Service from the Company.
Discontinuance of Service:	The cessation of Electric Service with the consent of Customer.
EGS:	A supplier of electric generation that has been licensed by the PUC to sell electricity directly to retail customers within the Commonwealth of Pennsylvania in accordance with the Electric Generation Customer Choice and Competition Act, 66 Pa.C.S. § 2801 <i>et seq.</i> and has met all requirements specified in the Company's Electric Generation Supplier Coordination Tariff.
Electric Service: or service	The provision of electric distribution service in accordance with statutory and PUC requirements.
Industrial Customer:	A Customer engaged in the process which creates or changes raw materials or unfinished materials into another form or product.
Occupant:	A natural person who resides in the premises to which Electric Service is provided.
PUC:	The Pennsylvania Public Utility Commission
Remote Meter Reading Device:	A device which by electrical impulse or otherwise transmits readings from a meter, usually located within a residence, to a more accessible location outside a residence. The term does not include AMR and devices that permit direct interrogation of the meter.
Residential Applicant:	A person who is (1) a natural person at least 18 years of age not currently receiving Electric Service who applies for residential Electric Service or (2) an adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential Electric Service is requested. The term does not include (1) a Residential Customer who seeks to transfer Electric Service between locations in the Company's service territory, or (2) a Residential Customer who, within 30 days after Termination of Discontinuance of Service, seeks to have Electric Service reconnected within the Company's service territory.

**DEFINITIONS – GENERAL (continued)**

Residential Customer:	A Customer who is either (1) a natural person at least 18 years of age in whose name a residential account is listed and who is primarily responsible for payment of bills rendered for Electric Service, or (2) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential Electric Service is requested. A Residential Customer shall be further defined to include a Customer receiving the Company's Electric Service to a single-family dwelling or building, through one meter to four or fewer dwelling units in a multi-family dwelling, or premises used as a single family dwelling and for one or more business uses, provided the proprietor of the business resides in the single family dwelling, and the business uses less than fifty percent of the anticipated electric usage served through a single meter. A Residential Customer shall remain a Customer after Discontinuance of Service or Termination of Service until a final bill for service is past due. The term includes a person who, within 30 days after Termination or Discontinuation of Service, seeks to have service reconnected at the same location or transferred to another location within the Company's service territory.
Tariff:	The rates, rules, and regulations set forth herein, as may be amended, modified or superseded from time to time.
Termination of Service:	The cessation of Electric Service, whether temporary or permanent, without the consent of the Customer.
Unauthorized Use of Service:	Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), bypassing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral.
User Without Contract:	A person or entity which takes or accepts electric service without knowledge or approval of Company, other than the Unauthorized Use of Service as defined above.

**RULES AND REGULATIONS**

## 1. GENERAL

- 1-a **Tariff Availability.** A copy of this Tariff is on file with the PUC and is available on Company's website at <http://gasmgmt.ugi.com/ELEC/tariff.shtml> and on the PUC's website at [http://www.puc.state.pa.us/utility\\_industry/electricity/rates\\_tariffs/electric\\_tariffs.aspx](http://www.puc.state.pa.us/utility_industry/electricity/rates_tariffs/electric_tariffs.aspx). This Tariff may be amended from time-to-time in accordance with the rules of the PUC.
- 1-b **Scope and Application of Tariff.** The Tariff, which is subject to a PUC-established review and approval process, contains rates, rules and regulations governing the supply by Company of Electric Service to all Customers, including, as applicable, Users Without Contract and those engaged in the Unauthorized use of Service. It is the responsibility of Company and each of its employees to apply the provisions of the Tariff without unlawful privilege or advantage to any Customer, and mandatory provisions of the Tariff may not be modified by Company, any Company employee or representative, or Customer, whether by written agreement or otherwise, without the approval of the PUC. The failure by the Company to enforce any of the provisions of this Tariff shall not be deemed a waiver of its right to do so.
- 1-c **Application of Rates:** The rates in this Tariff are based upon supply to one Customer through one meter at the same or contiguous property. Each service to a different location and/or of a different rate classification shall be billed as a separate Customer. Customers who take service at two or more locations on the same or contiguous property under the same rate schedule may, by request, have their use of combined for billing purposes; Customers electing to take advantage of this rule shall pay the cost of all additional service connections required unless, in the Company's sole judgment, the Company's investment in such connections is warranted by the revenue anticipated from the service to be supplied. The Company will provide Customers with a written explanation regarding its analysis of the arrangement's economics. Customers may not pool together for purposes of qualifying for a rate schedule.
- 1-d **Liability and Legal Remedies:** The Customer will indemnify, defend and hold harmless the Company against all claims, demands, costs or expenses for loss, damage, or injury to person or property in any manner either directly or indirectly connected with or growing out of the supply or use of electric by the Customer at or on the Customer's side of the point of delivery. Neither the Company nor the Customer will be liable to each other for any act or omission caused either directly or indirectly by strikes, labor troubles, accidents, litigation, federal, state or municipal laws or interference, or other causes not a result of each party's own negligence or intentional misconduct.



**RULES AND REGULATIONS (continued)****2. APPLICATION AND CONTRACT FOR SERVICE**

- 2-a Contract for Service. Every Applicant for Electric Service may be required to sign a contract specifying the intended use of service, the applicable rate schedule and other service conditions. A contract between the Company and the Customer is valid only when accepted in writing by a duly authorized Company representative; provided, however, the acceptance or use of service is deemed a request for the supply of such service and constitutes a contract to pay for the service under these rules and the applicable rate schedule.
- 2-b Right to Reject Application. The Company may reject any application for Electric Service not available under a standard rate, or which involves excessive service cost, or which might affect the supply of Electric Service to other Customers, or for other good and sufficient reasons.
- 2-c Commencement of Service. The Company may activate service on request or Company may, for the convenience of a new Customer, leave a service energized at a premises which has become vacant. The Customer shall notify the Company the date service is desired or use of service has begun and shall provide information necessary for Company to properly supply service and apply the provisions of this Tariff.
- 2-d Short-Term Contracts. Service may be supplied under a rate applicable for the character of Electric Service required for periods less than the standard contract period, subject to guaranteed revenue.
- 2-e Service for Construction or Emergency. Company will supply service for construction or emergency purposes only when the Company has available unsold capacity of supply equipment, subject to a charge collected in advance to cover the cost of the supply and discontinuance of such service.
- 2-f Permit for Right-of-Way. When the Customer is so located that right-of-way permit across private property of another is required, the contract or service period shall be the same as the period provided by the right-of-way permit.
- 2-g Supplemental Energy Sources. Supplemental use of renewable energy sources such as wood, solar, wind and water is permitted in conjunction with service supplied under any rate schedule of this Tariff without violating the total electric space and/or water heating requirement of the rate. Any Customer system of this type that produces electric energy may not be operated concurrently with service supplied by the Company except under written agreement setting forth the conditions of such operation.

**RULES AND REGULATIONS (continued)****3. GUARANTEE OF PAYMENT**

- 3-a Deposits for Non-Residential Accounts. A cash deposit may be required from an Applicant to secure payment of bills. In addition, the Company may require a deposit, letter of credit or other adequate assurance of payment, or any combination thereof, from a Non-Residential Customer if the Non-Residential Customer has been delinquent in payment of any bill in the preceding twelve (12) months or the Company otherwise has reasonable grounds to require security for payment of bills. The Company may require an existing non-residential Customer to post a deposit to reestablish credit whenever the Customer has been delinquent in the payment of any two (2) consecutive bills or three (3) or more bills within the previous twelve (12) months.
- 3-b Additional Security from Large Volume Customers.
- (a) Whether or not the Company could otherwise require security for payment, the Company may require a deposit, letter of credit, other adequate assurance of payment, or any combination thereof, to the extent the Customer has projected usage in excess of 900,000 kWh per month. Such security may be established for an amount as determined by the Company.
- (b) In addition, the Company may take one or more of the following actions:
- (1) With the agreement of the Customer, reduce the meter reading and billing period to less than one month, and require payment in no less than three calendar days from billing.
  - (2) Require payment by certified check or wire transfer; or
  - (3) Impose other procedures reasonably designed to reduce potential exposure to credit risk.
- (c) The Company may, in its discretion, specify the manner in which security and payments shall be credited and applied to past due or current bills or to replenish security.
- 3-c Deposits for Residential Accounts. The Company may require a cash deposit from a Residential Applicant or Residential Customer to secure payment of bills for regulated distribution service based upon the following:
- (i) A Residential Applicant or Residential Customer whose service was terminated for any of the following reasons:
- (1) Nonpayment of an undisputed delinquent account;
  - (2) failure to complete payment of a deposit, providing a guarantee or establish credit;
  - (3) failure to permit access to meters, service connections or other property of Company for the purposes of replacement, maintenance, repair, or meter reading;
  - (4) Unauthorized Use of Service on or about the affected dwelling;
  - (5) failure to comply with the material terms of a payment arrangement;
  - (6) fraud or material misrepresentation of identity for the purposes of obtaining utility service;
  - (7) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other Company equipment; or

**RULES AND REGULATIONS (continued)****3. GUARANTEE OF PAYMENT**

(8) violating tariff provisions on file with the PUC so as to endanger the safety of a person or the integrity of the Company's delivery system.

(ii) Any Residential Applicant who is unable to establish creditworthiness to the satisfaction of Company through the use of a generally accepted credit scoring methodology which employs standards for using the methodology that falls within the range of general industry practice and specifically assesses the risk of utility bill payment.

(iii) A Residential Customer who fails to comply with the material terms or condition of a settlement or payment arrangement.

(iv) A Residential Customer who has been delinquent in the payment of two (2) consecutive bills, or three (3) or more bills within the preceding twelve (12) months.

(v) The Company has established separate credit procedures and standards for Residential Applicants and Residential Customers who are victims with a protection from abuse order or for whom there is a court order from a court of competent jurisdiction in this Commonwealth which provides clear evidence of domestic violence. These procedures shall be publicly posted on the Company's website and maintained on file in each of the business offices of the Company and made available, upon request, for inspection by members of the public.

3-d Amount of Deposits. For Residential Applicants, the deposit shall not be more than one sixth of the Residential Applicant's estimated annual bill, with such estimated annual bill determined at the time the deposit is required. In lieu of a cash deposit from a Residential Applicant, the Company may accept a written third-party guaranty on behalf of the Residential Applicant, provided that the guarantor establishes credit with the Company under Section 3-c and the terms of the written guaranty are approved in writing by the Company, with such approval not to be unreasonably withheld. For Residential Customers, the amount of the cash deposit shall not be more than the estimated charges for service based on the Residential Customer's prior consumption for the period equal to one average billing period plus one average month, not to exceed two (2) months. For non-residential Customers, the deposit shall not be more than the bill for the estimated usage for one average monthly billing period plus that for the highest monthly billing period within the most recent twelve (12) months.

3-e Payment Period for Deposits.

(i) Any Non-Residential Applicant seeking to establish service at a new or different service location or seeking to reconnect service at the same service location previously terminated or discontinued, shall pay the required deposit in full prior to the provision of service.

(ii) Any Residential Applicant or Residential Customer seeking to establish service at a new or different location or seeking to reconnect service at the same service location previously terminated or discontinued shall pay at least the required deposit in full within 90 days. A Residential Applicant or Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the establishment or reconnection of service, with 25% of the required deposit to be billed by the Company 30 days after the establishment or reconnection of service and the remaining 25% billed 60 days after the establishment or reconnection of service. Nothing shall preclude the Residential Applicant or Residential Customer from electing to pay the deposit in full before or on the due date.

(iii) Any Customer receiving service from the Company shall pay the required deposit in full on or before the due date. A Residential Customer may elect to pay the required deposit in three installments as follows: 50% of the required deposit billed upon the determination by the Company under 3-b(iii) and (iv) above that the deposit is required, with 25% to be billed by the Company 30 days after the determination and the remaining 25% billed 60 days after the determination.

**RULES AND REGULATIONS (continued)****3. GUARANTEE OF PAYMENT**

- 3-f Deposit Hold Period for Residential Customers and Refund of Deposits. A timely payment history is established when the Residential Customer has paid in full and on time for twelve (12) consecutive months. The Company may hold a deposit on a Residential Customer's account until a timely payment history is established (the "Deposit Hold Period"). At the end of the Deposit Hold Period, Company shall credit the deposit, plus accrued interest, to the Residential Customer's Account. Deposits credited after the end of the Deposit Hold Period shall first be applied to any past due amounts. If service is terminated or discontinued before the end of the Deposit Hold Period, Company shall deduct any outstanding balance from the deposit and return any positive balance to the Residential Customer within sixty (60) days.
- 3-g Refund Provision - Non-Residential Customers. A deposit secured from a non-residential Customer shall be returned after such Customer has paid bills for service for twelve (12) consecutive months without having service terminated and without having paid the bill after the date when due on more than two (2) occasions. The non-residential Customer may elect to have the deposit applied to the account in order to reduce bills for service in lieu of a cash refund. Upon termination or discontinuance of service, the Company shall promptly apply the deposit, including accrued interest, to any outstanding balance for service and refund the remaining to the non-residential Customer.
- 3-h Adjustments. The amount of the deposit may be adjusted when there is a change in consumption that will significantly change the amount of the deposit as computed in Rule 3-a and 3-c.
- 3-i Interest on Deposits. Deposits from all Customers shall bear interest computed at the simple annual interest rate determined by the Secretary of Revenue for interest on underpayment of tax under Section 806 of the Act of April 19, 1929 (P.L. 343, No. 176), known as The Fiscal Code which will be credited annually to the Customer's deposit or account. The interest rate in effect when the deposit is required to be paid shall remain in effect until the later of the date the deposit is refunded or credited or December 31 of each year. On January 1 of each year, the new interest rate for that year will apply to the deposit. Deposits shall cease to bear interest upon termination or discontinuance of service.
- 3-j Prior Debts.
- (i) Non-Residential Customers. As a condition of furnishing, transferring or reconnecting service to a Non-Residential Applicant or Non-Residential Customer, the Company may require payment of any outstanding balance on any account for which the Non-Residential Applicant or Non-Residential Customer is legally responsible.
- (ii) Residential Customers. As a condition of furnishing, transferring or reconnecting service to a Residential Applicant or Residential Customer, the Company may require payment of any outstanding balance which accrued within the past four years on any account for which the Residential Applicant or Residential Customer is legally responsible. The foregoing four-year limitation shall not apply if the outstanding balance includes past due amounts that the Company was not aware of due to Unauthorized Use of Service, fraud or theft; in which case, the Company may require payment of all such past due amounts without regard to the four-year limitation. The Company may render a make-up bill to a Residential Customer for previously unbilled service which accrued within the past four (4) years resulting from billing error, meter failure, leakage that could not reasonably have been detected or loss of service. If the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater, the Company shall, at the option of the Customer, amortize the bill at least as long as: (1) the period during which the excess amount accrued; or (2) necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

**RULES AND REGULATIONS (continued)****3. GUARANTEE OF PAYMENT**

(iii) The Company may utilize all means of determining an Applicant's or Customer's liability for any outstanding balances, including, but not limited to, the following: (1) use of Company records that contain confidential information previously provided to the Company, (2) information contained on a valid mortgage, lease or deed, (3) other information contained in the Company's records that indicate that the Applicant was an adult Occupant during the time the balances accrued, (4) use of commercially available consumer credit reporting service, (5) use of commercially available skip tracing software that contains records of names and addresses, and (6) use of information contained in credit reporting data utilized by the Company.

**RULES AND REGULATIONS (continued)****4. CUSTOMER'S INSTALLATION**

- 4-a Furnish Description of Installation. Before wiring any building or purchasing any electrical equipment, Customer shall furnish a list of the electrical equipment which is to be connected to Company's lines and give the location of the proposed installation.
- 4-b Character of Service and Point of Delivery. Upon the receipt of the information required by Rule 4-a, Company will advise the character of service, and will designate the location of its meter or meters and other service equipment, and the point where Customer shall terminate his service wiring.
- 4-c Underwriter's Inspection. The Company will not start to render service until Customer's installation is completed in accordance with Company's standard requirements, and until a certificate of approval has been issued by the Fire Underwriter's Association and/or other approved inspection companies or municipalities having jurisdiction in Company's territory.
- 4-d Reverse Phase Relay. The Customer must install at his expense reverse phase relay or equipment devices in cases where phase reversals may cause injury or damage.
- 4-e Motors. The Company reserves the right to refuse service to single phase motors rated more than five (5) horsepower and to polyphase motor installations having a total rating less than five (5) horsepower.
- 4-f Light Sources. Where the Customer's installation includes neon lamps, mercury vapor lamps, fluorescent lamps or similar lighting devices having low power factor characteristics, Customer will be required to provide at his own expense power factor corrective equipment which will maintain the power factor of such lighting devices at not less than ninety percent (90%) lagging.
- 4-g Loss of Phase Protection. Any Customer receiving polyphase service should examine their utilization equipment to determine if the loss of one or more phases could cause injury or damage. Where injury or damage could occur, due to loss of one or more phases, the Customer, at their own expense, should install polyphase protection.

**RULES AND REGULATIONS (continued)****5. SERVICE AND SUPPLY SYSTEM EXTENSIONS**

- 5-a Customer's Wiring. Customer's service wiring must be brought to a location designated or approved by the Company. On an overhead service installation, the Customer's service entrance wires must extend sufficiently beyond the service head for attachment to the Company's service lines. Company provided underground service lines will be connected to the line side terminals in the Customer's meter trough. All connections between the Company's and the Customer's service equipment shall be made by the Company without cost to the Customer. All facilities on the Customer's side of the point of connection to the Company's service equipment shall be furnished, installed, owned, maintained, and replaced by the Customer.
- 5-b Change or Relocation of Company Facilities. Where the Company has facilities with adequate capacity in place to serve any existing or proposed Customer load, alterations, changes or relocation of service lines, Company supplied facilities or transformer substations, including relocating any existing Company owned overhead facilities to underground, shall be at the expense of the Customer when any of such changes are requested by the Customer. Pole removal and relocation charges shall be determined as described in Rule 19. The Company may waive these charges when in its sole judgment the line relocation is required to accommodate new building construction. In the event that the Company shall be required by any public authority to place underground any portion of its supply lines or facilities, or relocate any poles or supply lines, the Customer shall bear the entire cost of relocating the point of connection to the Company's service line to a location readily accessible from the new poles or supply lines.
- 5-c Company's Service Line. On overhead construction the Company's service line is defined as the section of line between the Company's support structure and the Customer's support structure; on underground construction the Company's service line is defined as the section of line from the Customer's service entrance equipment to the Company's nearest secondary equipment or transformer. On overhead construction, the Company will install at its expense for the exclusive use of the Customer, the meter and service line. Installing additional service lines to the same premises shall be at the expense of the Customer unless it is to the mutual advantage of the Customer and the Company for the Company to provide such additional service lines. Such additional service lines shall remain Company property.

The Company will extend an underground service line to a residential Customer subject to Rule 5-g. The Company will not extend an underground service line to a non-residential Customer.

- 5-d Supply Line Provided by Company. The Company will install at its expense when possible and practical using standard construction the first twenty-five hundred (2500) feet of single-phase overhead supply line along public road right-of-way required to serve a new permanent residential, commercial, or industrial Customer and up to a maximum of five hundred (500) feet of single-phase overhead supply and service line on private right-of-way not along public road right-of-way. The new customer requesting an overhead supply line extension along private right-of-way shall furnish without expense to the Company a right-of-way over all affected properties satisfactory to the Company for the erection, maintenance, replacement, and operation of the overhead supply line extension, including but not limited to, providing ground line clearing of trees, brush and other obstructions, rough grading and access by mechanical construction equipment. Rule 5-f sets forth the terms and conditions under which the Company will extend overhead to a new Customer, a polyphase supply line or a single-phase supply line in excess of these established limits. The Company may delay the construction of any supply line extension until the new Customer has substantially completed the building and installation of equipment necessary to receive and use permanent service.

**RULES AND REGULATIONS (continued)****5. SERVICE AND SUPPLY SYSTEM EXTENSIONS**

- 5-e Supply Line Extensions to Seasonal Residential Customers and Temporary Commercial and Industrial Customers. Seasonal residential Customers and temporary commercial and industrial Customers shall pay for new supply line extensions in advance, an aid to construction equal to the estimated cost of construction of the required facilities. For temporary extensions, the aid shall include the estimated removal costs less anticipated salvage values. Where the Customer requires the Company's service or supply line to be disconnected but the Company facilities left in place, the Customer shall pay for the cost of each reconnection and disconnection prior to each reconnection.
- 5-f Single-Phase Supply Line Extensions and Polyphase Line Extensions Exceeding Established Limits.
- (1) Single-phase overhead supply line extensions - The Company will provide single-phase overhead supply line extensions to serve permanent residential, commercial, and industrial Customers in excess of twenty-five hundred (2500) feet along public road right-of-way and/or in excess of five hundred (500) feet on private right-of-way not along public road right-of-way provided the Customer pays in advance an aid to construction equal to the estimated cost to extend the excess facilities.
  - (2) Polyphase overhead supply line extensions - The Company will determine the necessary minimum annual revenue guarantee or aid in construction when warranted, required for all polyphase extensions regardless of length. The minimum annual revenue guarantee shall be calculated by dividing the estimated polyphase line extension cost by five (5). This minimum annual revenue guarantee will be compared, on an annual basis, to the customer's actual billings for distribution services, over the five (5) year period following the commencement of service to the customer through the polyphase overhead supply line extension. Any shortfall between a customer's actual billings for distribution services and the minimum annual revenue guarantee will be assessed to the customer. Aids in construction will be utilized in lieu of minimum annual revenue guarantees when the Company has concluded that the polyphase line extension is associated with a speculative project, where the Company has determined the customer/developer is a credit risk, or when the customer/developer prefers to pay an aid to construction rather than the minimum annual revenue guarantee. The aid to construction will be calculated by subtracting the customer's projected five (5) year distribution service billing revenue from the estimated polyphase line extension cost. The result of this calculation will be the required aid to construction that shall be paid to the Company before construction of the extension is undertaken. On an annual basis, over the five (5) year period following the commencement of service to the customer through the polyphase overhead supply line extension, the customer's projected annual distribution service billing revenue will be compared to the Company's actual distribution charges billed to the customer. Any shortfall between the estimated annual distribution billing used in the calculation of the aid to construction and the customer's actual distribution billing will be assessed to the customer. On a case-by-case basis, the Company may allow a customer to pay, via installments, any required aid to construction. The terms and conditions of such arrangements shall be at the sole discretion of the Company. In cases where installment payment of an aid to construction is permitted, the customer will, unless the Company otherwise agrees, be required to provide financial security to the Company in a form acceptable to the Company.



**RULES AND REGULATIONS (continued)****5. SERVICE AND SUPPLY SYSTEM EXTENSIONS**

- 5-g Company Provided Underground Service and Supply Facilities. The Company may provide underground service and supply facilities to a new Customer, except as provided in Rule 5-i below, when, in the Company's opinion, the circumstances justify the investment. In such a case, the Customer at its sole expense must provide service entrance equipment suitable to receive service from underground equipment. On request of a new Customer, the company may establish an underground system on private right-of-way on condition that: (a) The Customer pays the Company, in advance the entire cost of underground facilities in excess of five hundred (500) feet; (b) The Customer provides all trenching and backfilling and conduit required to establish an underground system according to the Company's specifications; (c) the supply line to be installed underground is not located along public road right-of-way; and, (d) the Customer provides the Company a suitable right-of-way over all properties crossed by the new line.
- 5-h Customer Owned Underground Service Line. Where in the opinion of the Company it is not practical for the Company to provide an underground service line, the Customer may at its own expense furnish its own underground service line from the Customer's meter location to a point specified by the Company. Such Customer owned service lines shall be built to Company specifications. Sufficient wire shall be provided for the Company to terminate the Customer owned service line to the Company supply facilities. The Company will terminate the Customer owned service lines to its supply facilities without charge to the Customer. The Customer shall be responsible for ownership, operation, maintenance, relocation, and replacement of such Customer supplied service line.
- 5-i Underground Electric Service in New Residential Developments. Company shall install underground distribution and service facilities in new residential developments as required in the PUC regulations at 52 Pa. Code §§57.81 – 57.88 or any successor thereto. Such service shall only be provided for new residential developments being developed pursuant to a recorded plot plan with five or more adjoining unoccupied lots to be used for single-family residences, detached or otherwise, mobile homes or apartment houses, all of which are intended for year-around occupancy. Tracts of land which are subdivided, but not developed into utility-ready lots by a bona fide developer shall not qualify for the service. Applicants for such service must:
- (1) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with any other Company sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the Company to avoid unnecessary cost and delay; and
  - (2) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street-light lines and related facilities; and
  - (3) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within six inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service-related facilities. Excavating and backfilling performed or provided by the applicant shall follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, such excavating and backfilling shall be corrected or redone by the applicant or its authorized agent. Failure to comply with the Company's construction standards and specifications permits the Company to refuse service until such standards and specification are met.

**RULES AND REGULATIONS (continued)****5. SERVICE AND SUPPLY SYSTEM EXTENSIONS**

- 5-j Other Extension. The Company's obligation to extend its facilities to a new point of delivery, other than as set forth above, is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the service to be supplied. Where the anticipated revenue does not warrant the investment required to serve, the Company will determine for each case what guarantees of revenue, financing or term of contract shall be required of the Customer.
- 5-k Taxes on Contributions. For any contributions or other like amounts received from an Applicant or Customer which constitute taxable income as defined by the Internal Revenue Service, the Company shall maintain a segregated deferred income tax account for inclusion in rate base in a future rate proceeding. Such income taxes associated with a contribution or other like amount will not be charged to the Applicant or Customer.

**RULES AND REGULATIONS (continued)****6. METER INSTALLATION**

- 6-a Meters Supplied by Company. The Company will furnish, install, maintain and own any meter or transformer required for measurement of the service supplied.
- 6-b Meter Location. The location of the Company's facilities shall in all cases be determined by the Company. The Customer shall provide, without charge to Company, a suitable place for the meter transformer or other equipment of the Company. Such place shall provide convenient access for the Company's meter readers or inspectors.
- 6-c Capacity of Company's Meters. The meters, transformers, service connections and equipment supplied by the Company for each Customer have a definite load capacity and no additions to the equipment or load connected thereto will be allowed except by the consent of the Company.
- 6-d Right to Remove Company's Equipment. All meters, transformers or other equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the Termination or Discontinuance of Service.
- 6-e Customer's Responsibility for Damage. Customer shall be responsible for meters, transformers, equipment and connections, and shall reimburse the Company for any damage done them while on Customer's premises.
- 6-f Reverse Registration. The Company may, by ratchet or other device, control its meter so as to prevent reverse registration.
- 6-g Customer Request for an Advanced Meter. If a Customer wishes to replace their billing metering equipment the Company will offer, provide, and support a selection of qualified advanced meters and metering related devices compatible with its existing infrastructure. A list of the Company's approved advanced meters and metering related devices, as well as the incremental cost associated with the purchase and installation of each, appears in the Pennsylvania Public Utility Commission's Advanced Meter Catalog. The Company shall install such meters and/or devices upon the request of the Customer or the Customer's electric generation supplier within a reasonable amount of time and at the expense of either the Customer or their generation supplier. The Customer or the Customer's electric generation supplier must pay in advance the incremental costs associated with the requested advanced meter and/or meter related device. The Company will own and maintain all such advanced metering equipment. A Customer or their electric generation supplier may also be assessed a bill surcharge to cover the net incremental cost of reading, operating, and maintaining a qualified advanced meter or meter related device.
- 6-h Automatic Meter Reading. All meter readings by an AMR shall be deemed actual readings.

**RULES AND REGULATIONS (continued)****7. METER ERRORS AND TESTS**

7-a Adjustment of Error. Should the meter or meters become defective or fail to register correctly, the amount of energy used shall be determined by a test of the meter or meters, by the registration of a meter or meters replacing the defective meter or meters during the period next following or by the amount of energy used during a corresponding period the preceding year.

7-b Meter Tests. The Company at its expense will make periodic tests and inspections of its meters in accordance with PUC rules. A Customer may request additional tests or inspections, and Company reserves the right to charge for such additional tests or inspections in accordance with PUC rules. A Customer may request Company to perform a meter reading to confirm the accuracy of an AMR device when a Customer disconnects service or requests new service.

**RULES AND REGULATIONS (continued)****8. MAINTENANCE OF SERVICE BY COMPANY**

- 8-a Continuity of Service. The Company will use reasonable diligence to provide a regular and uninterrupted supply of service, but should the supply be interrupted by the Company for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public, or should the supply of service be varied, interrupted or fail by reason of accident, strike, legal process, State or Municipal interference, or any other cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such variation, interruption or failure. Company may without liability, interrupt service to any Customer or Customers in the event of an emergency threatening the integrity of its system if, in its sole judgement, such action will prevent or alleviate the emergency condition. Due to the sensitive nature of computers and other electronically controlled equipment, the Customer should provide protection against variations in supply
- 8-b Notice of Trouble. The Customer shall notify the Company promptly of any defect in service or of any trouble or accidents to the electric supply.
- 8-c Emergency Load Control.
- (i) A load emergency situation exists whenever:
- (A) The demands for power on all or part of the Company's system exceed or threaten to exceed the capacity then actually and lawfully available to supply the demands.
- (B) System instability or cascading outages could result from actual or expected transmission overloads or other contingencies.
- (C) The conditions exist in the system or another public utility or power pool with which the Company's system is interconnected which could cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system.
- (ii) In this case, the Company shall take the reasonable steps as the time available permits to bring the demands within the then-available capacity or to otherwise control load. The steps shall include, but are not limited to, reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.
- 8-d Emergency Energy Conservation. An emergency energy conservation situation exists whenever events result or, in the judgment of the Company, threaten to result in a restriction of the fuel supplies available to the Company or its energy vendors, so that the amount of electric energy which the Company is able to supply is or will be adversely affected. In the event of an emergency energy conservation situation, the Company shall take reasonable measures that it believes necessary and proper to conserve available fuel supplies. The measures may include, but are not limited to, reduction, interruption or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

**RULES AND REGULATIONS (continued)**

## 9. CUSTOMER'S USE OF SERVICE

## 9-a Resale of Service

- (1) Electric energy purchased under this Tariff shall not be redistributed, submetered, resold or otherwise charged to a third party except as provided herein.
- (2) A person or business entity contracting for service to a single premise under a general service rate schedule may supply the electric energy requirements of tenants of the premises as part of the total rental charge provided that the charge for electric energy is not separately itemized and does not fluctuate according to the electric energy consumption of the tenant. This provision is limited to locations where the tenant is classified as general service at all locations served prior to January 1, 1980.
- (3) A person or business entity contracting for service to a single premise may be specifically authorized by written agreement to redistribute, resell and submeter electric energy to tenants in accordance with Company provisions including but not limited to the following: that the practice of resale is limited to the premises as described in the contract for electric service; that service to the premises is through a single meter under the applicable general service rate schedule; that the charges for electric service to such tenants do not exceed the Company's applicable rate for like and contemporary service; and that all facilities installed beyond the Company's point of delivery to redistribute energy to third parties are acceptable to the Company. This provision is limited to locations where the tenant is classified as general service at all locations served prior to January 1, 1980.
- (4) Master metering will not be permitted on any building consisting of multiple dwelling units constructed after January 1, 1980. The Company will supply energy to each customer through Company owned meters at the applicable rate schedules. This rule will not apply where:
  - A. It is in conflict with State or Federal Housing Regulations.
  - B. Where it can be demonstrated that individual metering will prevent or discourage the use of renewable resources.

9-b Fluctuations. Electric service must not be used by Customer in such a manner as to cause unusual voltage fluctuations or disturbances in the Company's supply system. In case of violation of this rule the Company may discontinue service or require Customer to modify his installation and/or equip it with approved controlling devices.

9-c Use Other than Stated in Contract. The Company's Electric Service shall not be used for any purpose or in any place other than that stipulated in the Customer's contract for service except by written consent of the Company.

9-d Unbalanced Load. The Customer shall at all times take and use energy in such manner that the load will be taken equally between phases. Should this not be possible, and the unbalancing equal or exceed ten (10) percent of the lesser phase, the Company reserves the right to compute the demand for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

9-e Change of Installation. The Customer shall give immediate written notice to the Company of any proposed increase or decrease in its installation.

9-f Service Charges. Except to the extent otherwise prohibited by statute or PUC regulation, whenever a Customer or Applicant is responsible under this tariff for preparing a site for work to be performed by a Company, does not do so, and as a consequence a dispatched Company resource must be recalled without performing the anticipated work, Company may bill the Customer or Applicant for the reasonable costs incurred in dispatching and recalling the Company resource.

**RULES AND REGULATIONS (continued)**

## 10. DEFECTS IN CUSTOMER'S INSTALLATION

- 10-a Right to Inspect. The Company shall have the right, but shall not be obligated to, examine the Customer's installation at the time service is first supplied or at any later time.
- 10-b Defective Installations. The Company shall operate and maintain only those electrical facilities which are installed and owned by the Company. If at any time the wiring, fixtures or appliances of the Customer are found to be defective or dangerous by the Company's employees, service may be refused or discontinued until the Customer has the condition corrected.
- 10-c Customer's Responsibility. The Company assumes no responsibility for any damage done by or resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event that any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, his agents, or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

**RULES AND REGULATIONS (continued)**

## 11. RIGHT-OF-WAY AND ACCESS TO PREMISES

- 11-a Provided by Customer. Customer shall provide without charge a right-of-way acceptable to the Company across property owned or controlled by Customer. When the premises of Customer is so located that right-of-way across the property of another is required for the supply of service, Customer shall reimburse Company for any and all special, or rental charges that may be made for such right-of-way permit.
- 11-b Access to Premises. The authorized agents or employees of the Company, wearing and/or displaying the identification card of the Company, shall have free access at all reasonable times to the premises of the Customer for the purpose of inspecting, removing or repairing any of the property of the Company situated thereon. Installations on Customer's premises shall be open to Company's inspection at all reasonable times. Authorized agents of the Company shall have immediate access to any premises whenever they believe an unsafe or hazardous condition exists.



**RULES AND REGULATIONS (continued)****12. TAMPERING WITH COMPANY'S PROPERTY**

- 12-a Tampering Expressly Forbidden. No person except a duly authorized employee of the Company or other person duly authorized by the Company shall make any connection or disconnection, either temporary or permanent, between service leads of Customer and service wires and equipment of the Company, or set, change, remove or interfere with or make any connections to the Company's meter or other property or any wiring between the Company's meter and the service wires of the Company.
- 12-b Liability for Tampering. In the event of the Company's meters or other property being tampered or interfered with, the Customer, User Without Contract or person engaged in the Unauthorized Use of Service being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or replacements required as well as for costs of inspections, investigations, and such changes in Customer's installation as may be required by the Company for its protection.

**RULES AND REGULATIONS (continued)****13. PAYMENT TERMS**

13-a **Billing Period.** The Company shall bill monthly. When periods are substantially greater or less than one month, bills will be computed by prorating on the basis of the actual period covered by meter readings. Failure to receive a bill will not release a Customer from payment obligation. For Residential Customers, the billing month is a period of not less than 26 or greater than 35 days. An initial bill for a new Residential Customer may be less than 26 days or greater than 35 days; provided however, if an initial bill exceeds 60 days the Residential Customer shall be given the opportunity to amortize the amount over a period equal to the period covered by the initial bill without penalty. A final bill due to the discontinuance may be less than 26 days or greater than 35 days but may never exceed 42 days. In cases involving termination, a final bill may be less than 26 days. In addition, bills for less than 26 days or more than 35 days shall be permitted if they result from rebilling initiated by the Company or Customer dispute to correct a billing problem. Bills for less than 26 days or more than 35 days shall be permitted if they result from a meter reading route change initiated by the Company.

13-b **Net Payment Period.** Bills are due upon presentation, and the net bills are contingent upon prompt payment. Should payment not be made within the time specified for payment of the net amount, an additional charge will be made as specified in the rate statement, subject to the right of the Company to waive this charge for any Customer once in each calendar year for reasons deemed by the Company to be good and sufficient. The due date for payment of the net amount will be shown upon each bill and will be at least 15 days for Non-residential and 20 days for Residential customers from the date of transmittal of the bill, except on bills to United States Government, Commonwealth of Pennsylvania or any of their agencies, municipal, religious, charitable and educational institutions not conducted for profit, the net payment period shall be thirty (30) days after date of presentation.

When the due date for residential service occurs from the 21st day of the month through the 5th day of the following month, the due date may be extended to the 6th day of the latter month for Customers on fixed incomes receiving Social Security or equivalent monthly checks on or about the 1st of the month. Such requests for due day extensions must be made by signed application at the Company office and must be renewed annually.

13-c **Date of Payment.** When Residential Customers bills are paid through the mail the date of the postmark will be considered the date of the payment. When Residential Customers' bills are paid through electronic transmission, the effective date of payment shall be the date of actual receipt of payment by the Company. When Residential Customers' bills are paid at a branch office or an Authorized Payment Agent, the effective date of payment shall be the date of actual receipt of payment at that location. For purposes of this section, an "Authorized Payment Agent" shall mean an agent expressly authorized by Company to accept payments from Customers on Company's behalf.

13-d **Estimated Bills.** The Company reserves the right to read meters on bimonthly or quarterly schedules and to render standard bills for the recorded use of service based upon the time interval between meter readings. At its option, when meters are read bimonthly or quarterly, the Company may render estimated bills on a monthly basis for the periods when meter readings are not obtained. Standard Company payment terms shall apply to these bills. The Company may estimate the bill of any Customer if extreme weather conditions, emergencies, equipment failures, work stoppages, failure to gain access or other circumstances prevent actual meter reading.

13-e **Budget Billing - Residential Customers.** At the option of the Residential Customer, the Company will make an estimate for Residential Customers of the annual consumption of electricity commencing with the June meter reading date. A budget bill for approximately one-twelfth (1/12th) of such estimate will be rendered monthly. Any adjustment necessary in applying for the full period the actual charges herein established will be made the final bill for said period. At the conclusion of the budget billing year, any resulting reconciliation amount exceeding \$100 may be amortized over a twelve (12) month period upon Residential Customer request. If a Budget Billing Plan bill is unpaid when the next monthly bill is about to be rendered, the budget billing arrangement under the plan may be terminated by the Company. Any Customer not wishing to be billed under the Budget Billing Plan will, upon proper notification to the Company, be billed as provided under Rule 13-a.

**RULES AND REGULATIONS (continued)****13. PAYMENT TERMS**

HUD Financed Housing: Budget Billing for service, as described above, is available to master metered electrically heated multifamily dwelling units during the time that such unit is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency.

- 13-f Late Payment Charge. Late payment charges will be applied as follows to the balance due which is not paid by the due date including amounts billed by the Company on behalf of electric suppliers other than the Company. Residential Customers will be charged a late payment charge of one and one half (1 1/2) percent per month on the balance due not paid by the due date; provided that, for a Residential Customer's payment by mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date. Non-Residential Customers will be charged five (5) percent per month on the balance due not paid by the due date and an additional one and one half (1 1/2) percent per month for each month thereafter.
- 13-g Joint Billing. Joint Billing provides Customers with one combined account and a combined invoice that displays charges for both their gas and electric service and pertains to Customers that are the same class as described below and receive both electric service from the Company and gas service from UGI Penn Natural Gas, Inc. ("UGI-PNG") at the same premises. Joint billing shall become available to eligible customers beginning with their billing cycle occurring after a scheduled upgrade to the Company's customer information system which is expected to occur in September of 2017. Eligible customers shall be Residential Customers receiving service under Rate Schedules R, RWT, and RTU who are also Residential Customers of UGI PNG receiving natural gas distribution service under UGI PNG Rate Schedules R and RT, and Commercial and Industrial Customers receiving service under Rate Schedules GS1, GS4, and GS5 who are also Commercial and Industrial Customers of UGI PNG receiving natural gas distribution service under UGI PNG Rate Schedules N and NT, unless they elect otherwise in writing or through mutual agreement with the Company. Eligible Customers shall be combined into a single customer account for service received from the Company and UGI PNG, and shall receive combined bills separately listing charges from each company. The Company and UGI PNG shall, for such combined accounts, and subject to applicable statutory and applicable regulatory requirements, establish a reasonable hierarchy of categories for the posting of partial payments to such joint accounts, and within each such category payments shall first be posted, as applicable, to the Company or Electric Generation Supplier charges before being posted to UGI PNG or Natural Gas Supplier charges.
- 13-h Payment of Refunds. Refunds due to customers greater than two dollars (\$2) shall be mailed to the Customer. Refunds less than two dollars (\$2) may be picked up at the office within sixty (60) days. After sixty (60) days, the refund shall be applied to Operation Share.
- 13-i Return Check Service Charge. The Company may impose a service charge of the greater of thirty-five dollars (\$35.00) or maximum allowed by Commonwealth of Pennsylvania for each check received in payment of bill(s) which is dishonored and returned by the bank upon which it is drawn. The Company may require a Customer to tender non-electronic payment after the Customer tenders two (2) consecutive electronic payments that are subsequently dishonored, revoked, canceled or otherwise not authorized.

**RULES AND REGULATIONS (continued)****14. TERMINATION OR DISCONNECTION BY COMPANY**

- 14-a Termination of Service. The Company may terminate service on reasonable notice and remove its equipment in case of (i) nonpayment of an undisputed delinquent account, (ii) failure to complete payment of a deposit, provide a guarantee of payment or establish credit, (iii) failure to permit access to meters, service connections or other property for the purpose of replacement, maintenance, repair or meter reading, (iv) failure to comply with the material terms of a payment arrangement, or (v) violation of Tariff Rules and Regulations. The Company may terminate service promptly and without notice for (i) Unauthorized Use of Service delivered on or about the affected dwelling, (ii) fraud or material misrepresentation of the customer's identify for the purpose of obtaining service, (iii) abuse of or tampering with the meters, connections or other equipment of the Company, (iv) violating tariff Rules and Regulations which endanger the safety of a person or the integrity of the Company's distribution system, (v) tendering payment for reconnection of service that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice, or (vi) after receiving termination notice from the Company, tendering payment which is subsequently dishonored under 13 Pa. C.S. § 3502, or, in the case of an electronic payment, that is subsequently dishonored, revoked, canceled or otherwise not authorized and which has not been cured or otherwise made in full payment within three business days of the Company's notice.
- 14-b Safety Shut-Off. The Company may disconnect without notice if the Customer's installation has become dangerous or defective, or if upon examination of the Customer's installation by fire underwriters' association having jurisdiction, a certificate of approval is refused.
- 14-c Income Verification. For Residential Customers, the Company will accept the following as verification of household income in determining the eligibility of an account under Chapter 56 for termination during the period of December 1 through March 31: (i) recent pay stubs or W-2 forms, (ii) access card or statement from Department of Public Welfare ("DPW"), (iii) if a source of income is rental income, then a verified copy of rent receipt(s), (iv) if the Residential Customer receives social security payments, pension payments, disability payments, Supplemental Security Income (SSI) payments, or any other source of fixed income with direct deposit, then a copy of bank statement or benefit letter, (v) child support and/or alimony support verification letter, (vi) if the Residential Customer receives payments from unemployment benefits or workers' compensation, then a copy of the determination letter or check stub, (vii) previous year's income tax statement, (viii) a filed 1099 form showing any interest income, annuity or dividends, and (ix) a verification letter from DPW of any approved cash or crisis grant applicable to the current heating season.
- 14-d Reconnection Charge. When service has been disconnected under the provisions of Rule 14-a and 14-b, the Company may require a deposit as a condition of reconnection of service as well as full payment of outstanding company charges. The Company will not condition the reconnection of services on the Customer's payment of outstanding electric generation supplier charges unless those charges are the result of services provided by the supplier of last resort. In addition, prior to reconnection, one of the following charges may apply.

Reconnection During Normal Working Hours	\$28.00
Reconnection Other Times	\$108.00

**RULES AND REGULATIONS (continued)**

## 15. DISCONTINUANCE OF SERVICE BY CUSTOMER

- 15-a Notice to Discontinue. Any Customer who is about to vacate any premises supplied with Electric Service or for any reason wishes to have Electric Service discontinued shall give at least seven (7) days' notice to the Company and any non-Customer Occupant specifying the date on which it is desired that service be discontinued. In the absence of such notice the Customer shall be responsible for all services rendered. If a Residential Customer requests a discontinuance of Electric Service at the Residential Customer's residence, and the Residential Customer and the members of the Residential Customer's household are the only Occupants, the Company may discontinue Electric Service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests discontinuance of Electric Service at either (i) a dwelling other than the Customer's residence, or (ii) at a single meter, multi-family residence, whether or not the Customer's residence, then the Customer must state in writing (under penalty of law) that the premises are unoccupied. If the premises are occupied, the Customer's written notice requesting discontinuance of service must be endorsed by all affected Occupants. If the foregoing conditions are not met, the Company may discontinue service at the affected premises upon notice to the affected premises in accordance with Chapter 56. The Customer shall be liable for Electric Service consumed until transfer of the account or the meter shut off.
- 15-b Final Bill. The final bill for service is due and payable immediately after notice to discontinue and final reading of the meter.

**RULES AND REGULATIONS (continued)**

## 16. ADMINISTRATION OF RATES

- 16-a Load Inspections. Where the supply of Electric Service is under rates which base the billing demand or minimum charge upon the Customer's connected load, Company's representative shall have access to the premises at reasonable times to inspect and count the connected load.
- 16-b Billing Changes. Where demands are reassessed, or redetermined, or power factor recomputed or remeasured or Customers are found to be on an improper rate, as the result of investigation made at Customer's request or by routine inspection, the change of billing to the new demand or power factor, or to the proper rate will apply to the bill for the month during which the investigation is made.
- 16-c Change in Rate. Company will, after notice of service conditions, compute bills under the applicable rate most advantageous to the Customer, and will notify the Customer in writing or by new contract of the change in rate contemplated, provided that not more than one such change of rate shall be made in any twelve (12) month period, except as provided in Rule 16-d.
- 16-d Billing During Periods of Construction or Emergency. Company reserves the right to base its bills for service upon the applicable rate most advantageous to the Customer or to modify or waive the requirements of the applicable rate as to billing demand, minimum billing demand and/or minimum monthly charge when:
- (1) Customer is forced to suspend operations in part or entirely due to fire or flood;
  - (2) Unusual high demands are established by emergency pumping, or other abnormal load conditions;
  - (3) Customer's plant is under construction or gradual electrification;
  - (4) Government Orders, applicable to special classes of Customers, require changes in such Customer's loads. Written request for relief must be made in all cases except (4), stating fully the circumstances on which the request is based. If appropriate, the Contract term shall be extended for a period equal to that of the relief granted.

**RULES AND REGULATIONS (continued)**

## 17. NET METERING

- 17-a Applicability. This rule sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system.
- (1) Customer-generators served under Rate Schedules R, GS-1, GS-4, GS-5, and LP who install a device or devices which are, in the Company's judgment, subject to Commission review a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system are eligible for net metering.
  - (2) This rule is available to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator's requirements for electricity.
  - (3) A renewable customer-generator, under this rule, is a non-utility owner or operator of a net metered distributed generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate R) or not larger than 3,000 kilowatts at other customer service locations (Rate GS-1, GS-4, GS-5, and LP), except for a Customer whose system is above 3 megawatts and up to 5 megawatts who may qualify its alternative energy system for customer-generator status if, as set forth in the Commission's regulations: (a) the Customer makes its system available to operate in parallel with the grid during grid emergencies; or (b) the Customer's system is located within a microgrid.
  - (4) To qualify for net metering, the customer-generator must, among other things, have electric load, independent of the alternative energy system, behind the meter and point of interconnection of the alternative energy system. To be independent of the alternative energy system, the electric load must have a purpose other than to support the operation, maintenance or administration of the alternative energy system.
  - (5) Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. The net metering rules are not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.
  - (6) Service is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system.
  - (7) Review and approval of all customer-generator applications and interconnections shall be in accordance with the Commission's regulations.
- 17-b Metering Provisions. A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule R, GS-1, GS-4, GS-5, and LP.
- (1) A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. If the Customer agrees, a dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.

**RULES AND REGULATIONS (continued)**

## 17. NET METERING

- (2) If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.
- (3) Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternate energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for the disposition of those credits.
- (4) Virtual meter aggregation on properties owned or leased and operated by the same customer-generator shall be allowed for purposes of net metering. Virtual meter aggregation shall be limited to meters located on properties owned or leased and operated by the same customer-generator within two (2) miles of the boundaries of the customer-generator's property and within the Company's service territory. All service locations to be aggregated must be Company service location accounts held by the same individual or legal entity receiving retail electric service from the Company and have measureable load independent of any alternative energy system. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis.

17-c Billing Provisions. The following billing provisions apply to customer-generators in conjunction with service under applicable Rate Schedule R, GS-1, GS-4, GS-5, and LP.

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



**RULES AND REGULATIONS (continued)**

## 17. NET METERING

- (2) If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
- (3) The credit or compensation terms for excess electricity produced by customer-generators who are customers of EGSs must be stated in the service agreement between the customer-generator and the EGS. The Company shall credit customer-generators who are EGS customers for each kilowatt-hour of electricity produced at the Company's unbundled distribution kilowatt-hour rate. The distribution kilowatt-hour rate credit shall be applied monthly against kilowatt-hour distribution usage. If the customer-generator supplies more electricity to the electric distribution system than the Company delivers to the customer-generator in any billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's unbundled kilowatt-hour distribution usage in subsequent billing periods until the end of the year when all remaining unused kilowatt-hour distribution credits shall be zeroed-out. Distribution credits are not carried forward into the next year.
- (4) For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by the same customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
- 17-d Application. Customer-generators seeking to receive service under the provisions of this rule must submit a written application to the Company demonstrating compliance with the Net Metering provisions and quantifying the total rated generating capacity of the customer-generator facility.
- 17-e Minimum Charge. The Minimum Charges under Rate Schedule R, GS-1, GS-4, GS-5, and LP apply for installations under the net metering rules.
- 17-f Applicable Charges and Fees. Bills rendered by the Company under this rule shall be subject to charges and fees applicable to Rate Schedules R, GS-1, GS-4, GS-5, and LP.

**RULES AND REGULATIONS (continued)**

## 18. CUSTOMER CO-GENERATION

- 18-a General. The Company will purchase the output of customer owned generation provided that the customer does not qualify for or elects not to connect to Company's system under the Net Metering rules, Section 17:
- (1) The facility uses a renewable resource or is a co-generation facility as defined in the Public Utilities Regulatory Policies Act (PURPA) section 292.
  - (2) The Customer's system is installed in accordance with the Company specifications and is not detrimental to the Company's distribution facilities or other Customers.
  - (2) The Customer compensates the Company for the cost of interconnection above that which would be required for normal service.
- 18-b Operations. These guidelines state the minimum technical requirements for safe parallel operation of Customer-owned generation.
- (1) Certain protective devices including an intertie circuit breaker will be specified by the Company and must be installed at any location where a Customer desires to operate generation in parallel with the Company's system. The protection to be applied will be designed to separate the Customer from the Company's system:
    - A. For faults on the Company's system within the zone of protection encompassing the Customer intertie point and which produce in feed from the Customer into the Company fault.
    - B. For faults on the Customer's system.
    - C. Whenever the Company's feeder circuit breaker(s) is opened at the Company source.
  - (2) The Customer is fully responsible for protecting his equipment in such a manner that faults or other disturbances on the Company's system or the Customer's system do not cause damage to his equipment.
  - (3) All Customer installations shall adhere to the applicable national and local codes, rules and regulations.
  - (4) Switching of the intertie breaker must be under the operating control of the Company. The Company reserves the right to open the intertie breaker without prior notice to the Customer for any of the following reasons:
    - A. System emergency.
    - B. Inspection of Customer's generating equipment or protective equipment reveals an unsafe condition.
    - C. The Customer's generating equipment interferes with other Customers or with the generation of the Company's system.
    - D. An outage is scheduled on the Company's supply line.
  - (5) In connection with normal Company routine switching operations:
    - A. The Customer shall be solely responsible for synchronizing his generator with the Company frequency and voltage. This includes synchronizing his generator after momentary feeder outages.
    - B. The Customer will not be permitted to energize or maintain supply to a de-energized Company circuit.

**RULES AND REGULATIONS (continued)**

## 18. CUSTOMER CO-GENERATION

- (6) Other Requirements.
- A. The Customer has the responsibility for routine maintenance of his generating and protective equipment. Complete maintenance records must be maintained by the Customer and be available for Company review. The failure of the Customer to provide proper routine maintenance will result in the Customer being required to cease parallel operation by opening either his generator circuit breaker or intertie breaker until such maintenance is performed.
  - B. The interconnection of the Customer's generating equipment with the Company system shall not cause any reduction in the quality of service being provided to other Customers. No abnormal voltages, frequencies harmonics or interruptions will be permitted. The maximum wave form distortion caused by the Customer including a maximum 1% phase voltage imbalance shall be limited to 5% measured at the Customer Company interconnection. The Company will be the sole judge of what equipment is necessary to establish a safe and proper interconnection.
  - C. If the Customer's load power factor is less than 95%, a power factor penalty may be assessed for qualifying facilities over 100 kW. The rate and provisions for this penalty will be the same as indicated in the tariff for Customers receiving normal service.
  - D. Direct current generators may be operated in parallel with the Company through a synchronous inverter. The inverter installation shall be designed such that a Company system interruption will result in the removal of the inverter in feed to the Company. Harmonics generated by a Dc generator-inverter combination must not cause any reduction in the quality of service provided to other Company Customers, and must adhere to the previously specified 5% limit on waveform distortion.
  - E. All Customer generators must be isolated from all other Company Customers by a power transformer.
  - F. The maximum size single-phase and three-phase generator permitted on the Company's distribution system will be determined by location.

## 18-c Standard Rate Schedules for Qualifying Facilities of 500 kW or Less.

All qualifying facilities with a capacity of 500 kW or less shall be compensated for energy sold to the Company by a standard rate schedule. The qualifying facility will be given the option of three (3) different standard rate schedules on which to be compensated. These are:

- (1) **Actual Monthly Costs** - This is a rate based on the actual monthly energy costs incurred by the Company for purchased power from its principal supplier. The Company will compute the actual energy rate from its principal supplier on a monthly basis. The amount of compensation for energy sold to the Company will then be computed based on the output of the qualifying facility for that month. The output of a qualifying facility for a particular month will be based upon the Company's then current meter reading schedules.
- (2) **Capacity and Energy Based on Estimated Costs** - This is a rate based on the estimated cost of both capacity and energy for purchased power from the Company's principal supplier. The rate at which a qualifying facility will be compensated under this rate schedule is on file with the Pennsylvania Public Utility Commission and is available for public inspection at the offices of the Company. Compensation for both energy and capacity will only be made for the output sold to the Company on weekdays between the hours of 6:00 a.m. to 12:00 midnight. For all other hours, compensation will be at the energy rate only.

**RULES AND REGULATIONS (continued)**

## 18. CUSTOMER CO-GENERATION

In order to receive these rates, the qualifying facility will enter into a contract with the Company. The annual rates on file at the time of the signing of contract will determine the level of compensation for the duration of the contract. The minimum term of the contract is three (3) years. When the contract terminates, the rate of compensation will be based on the rates in effect when the contract is renegotiated. The estimated rates will be updated annually and will be filed with the Pennsylvania Public Utility Commission.

- (3) Capacity and Energy Based on Levelized Costs - This is a levelized rate based on the estimated cost of both capacity and energy for purchased power from the Company's principal supplier. The rate at which a qualifying facility would be compensated under this rate schedule is on file with the Pennsylvania Public Utility Commission and is available for public inspection at the offices of the Company. Compensation for both energy and capacity will only be made for the output sold to the Company on weekdays between the hours of 6:00 a.m. to 12:00 midnight. For all other hours, compensation will be at the energy rate only.

In order to receive these rates, the qualifying facility will enter into a contract with the Company. The levelized rate on file at the time of the signing of the contract will determine the level of compensation for the duration of the contract.

The minimum term of the contract is three (3) years. When the contract terminates, the rate of compensation will be based on the rates in effect when the contract is renegotiated. The estimated rate will be updated annually and will be filed with The Pennsylvania Public Utility Commission.

- 18-d Net Energy Billing. Qualifying facilities of less than 50 kW may request net energy billing. Under net energy billing, the energy taken by the qualifying facility from the Company will be billed net of the energy supplied by the qualifying facility to the Company. In order to have net energy billing, the following rules will apply.

(1) Residential

- A. For those qualifying facilities where it is determined by estimate or test, the normal loading will greatly exceed the output capability of the generator only one (1) normal kWh meter may be installed. Since no OUT kWh meter would be installed, there shall be no compensation for the generator output.
- B. Where there is both IN and OUT flow, IN and Out kWh metering will be installed at the service entrance equipment. The normal monthly billing will be the sum of the IN minus the OUT kWh meter. When this number is a positive value, the Customer's normal bill will be at the applicable rate schedule. Where the sum of the IN minus the OUT kWh meter is a negative value, the customer's normal bill will be limited to the Customer charge at the applicable rate schedule. The compensation the qualifying facility receives for the excess will be at the rate schedule chosen by the qualifying facility.

Where it is determined, the normal billing from the Company to the qualifying facility is insufficient to recover the cost for the installation of distribution facilities, the qualifying facility shall be billed a one-time charge to recover the excess cost of these distribution facilities. This charge shall be determined after twelve (12) months of continuous operation of the qualifying facility's generator and normal loading cycle.

**RULES AND REGULATIONS (continued)**

## 18. CUSTOMER CO-GENERATION

- C. If the Customer desires to sell all the output from his generator, there will be no net energy billing; therefore, the Customer's normal load and generation output will be metered separately. Maintenance service for the Customer's generating facility may be either from the Customer's normal service or from a separate IN kWh meter located at the Customer's generating facility.

## (2) Commercial - Industrial

- A. Net energy billing will be limited to Customers served on the Company's GS-1 or GS-4 rate schedules.
- B. For those Customers desiring net billing, an IN and OUT kWh meter will be installed at the service entrance equipment. When the sum of the IN kWh meter minus the OUT kWh meter is a positive number, the Customer's normal billing will beat the applicable rate schedule. Where the sum of the IN minus the OUT kWh meter is a negative value, the Customer's normal bill will be limited to the Customer charge. Where it is determined, the normal billing from the Company to the qualifying facilities is insufficient to recover the cost for the installation of distribution facilities, the qualifying facility shall be billed a one-time charge to recover the excess cost of those distribution facilities. This charge shall be determined after 12 months of continuous operation of the qualifying facility's generator and normal loading cycle.
- C. If the Customer desires to sell all the output from his generator, there will be no net energy billing; therefore, the Customer's normal load and generation output will be metered separately. Maintenance service for the generating facility may be either from the Customer's normal service or from a separate IN kWh meter located at the Customer's generating facility.

18-e Maintenance, Supplemental or Standby Power. Qualifying facilities requiring such service will be billed on the company's current tariff at the appropriate rate schedule. These include GS-1, GS-4 and the LP rate schedules.

18-f Payment Terms. All credits due a qualifying facility shall be paid by the Company on the 20th of the month for power sold to the Company the preceding month.

**RULES AND REGULATIONS (continued)**

## 19. POLE REMOVAL AND RELOCATION CHARGES

- 19-a For the purpose of this Rule only, the following terms shall have the meanings indicated for them.
- (1) "Contractor Costs" - The amount paid by the Company to a contractor for work performed on a pole removal or relocation.
  - (2) "Direct Labor Costs" - The pay and expenses of Company employees directly attributable to work performed on pole removals or relocations, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.
  - (3) "Direct Material Costs" - The purchase price of materials used in performing a pole removal or relocation, excluding related stores expenses. In computing direct materials costs, proper allowance shall be made for unused materials, materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.
  - (4) "Pole Removal or Relocation" - The removal or relocation of distribution or transmission line poles and their associated attachments made under the request of a residential property owner who is not entitled to receive condemnation damages to cover the cost of the pole removal or relocation. The term does not include pole repairs or replacements necessitated by the intentional or negligent conduct of a party.
- 19-b When a Residential Customer requests the Company to remove or relocate a Company pole on said Customer's residential property the Residential Customer shall be required to pay the contractor costs, direct labor costs, and direct material costs associated with the pole removal or relocation less an amount equal to any maintenance expenses avoided as a result of such work. The Company shall provide the Residential Customer with an estimate of the above costs for performing such work and the Residential Customer shall pay that amount to the Company prior to construction. After completion of the work, the Company shall bill, or refund to, the Residential Customer the difference between the estimated cost and the actual direct cost of such work.
- 19-c In all other respects, non-residential Customers or parties that request the removal, relocation or changes to Company facilities shall bear the total cost and expenses of the work, including the total direct and indirect costs. Where required by the company, the non-residential Customer or party shall pay to the Company in advance the estimated cost to perform such work. After completion of the work, the Company shall bill, or refund to the non-residential Customer or party, the difference between the estimated cost and the total direct and indirect cost of such work.
- 19-d All Customers or parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory rights-of-way acceptable to the Company for the construction, maintenance and operation of the relocated facilities.

**RIDER A****STATE TAX ADJUSTMENT SURCHARGE**

The State Tax Adjustment Surcharge is applicable to the net monthly rates and minimum charges contained in this Tariff. The surcharge shown below will be recomputed when a tax rate used in the calculation changes and/or the Company implements a change in rates.

The recomputation of the surcharge will be submitted to the PUC within 10 days after the occurrence of a reason for surcharge recomputation shown above. If the recomputed surcharge is less than the one in effect the Company will, and if more may, submit a tariff or supplement to reflect such recomputed surcharge, the effective date of which shall be 10 days after the filing.

Rider A - State Tax Adjustment Surcharge is 0.00%

**RIDER B****GENERATION SUPPLY SERVICE SURCHARGE**

Company will supply Default Generation Supply Service (GSS) to customers in the Company's service territory not receiving service from an EGS. The rules and rates contained herein apply to service provided on and after June 1, 2017.

For customers served through the Company's GSS, a Generation Supply Rate (GSR) shall be applied to each kilowatt hour of energy used by the customer. Separate GSRs shall be calculated and apply to the rate schedules listed below.

GSR-1 shall apply to Rate Schedules R, GS-1, GS-5, FCP, BLR, OL, SOL, MHOL, LED-OL, SL, SSL, MHSL, LED-SL and LED-CO.

GSR-1 shall also apply to Rate Schedules GS-4 and LP where the customer's annual peak load is less than 100 kW.

GSR-2 shall apply to Rate Schedules GS-4, LP, and HTP where the customer's annual peak load is greater than or equal to 100 kW.

Customer's highest billing demand in the twelve-month period ending September 30, 2016 shall be the annual peak load determinant for purposes of applying the GSR. For new customers without a twelve-month billing history, the billing demand shall be based on the Company's estimate using factors such as, but not limited to, similarly equipped buildings, similarly utilized buildings and square footage.

The GSR-1 rate shall be calculated every three months beginning June 1, 2017. The GSR-1 rate shall be filed with the Commission with at least thirty days' notice prior to each three-month period and shall be posted on the Company's website. If the GSR-1 calculation results in a change in rate that is less than 2%, the Company, in its sole discretion, may file with the Commission a GSR-1 rate that is unchanged from the prior period.

$$\text{GSR-1} = \left[ \frac{\text{EC}}{\text{SEC}} + \frac{\text{ECA}}{\text{SECA}} + \frac{\text{Int}}{\text{Sint}} \right] \times \frac{1}{(1-T)} \quad \text{where}$$

EC = Projected direct and indirect purchased power costs incurred by the Company to acquire electric supply for the GSR-1 group for the next three-month period including, a load following service, wholesale energy costs, alternative energy credits, capacity costs, transmission costs, and all other PJM bill line item expenses/credits excluding network transmission service credits and firm point-to-point transmission service credits/expenses. EC also includes administrative costs, legal costs, taxes, and any other applicable costs of providing default service for the GSR-1 group. The estimated EC shall be reduced by the estimated transmission revenues to be collected in accordance with the applicable rate schedules included in the GSR-1 group.

ECA = Net over or under collection of the EC defined above to be refunded/recovered. The ECA will be reconciled quarterly based on actual EC revenues received and actual EC costs incurred for the three-month period ending two months prior to the filed GSR effective date. Any over/under collection plus related interest, existing as of May 31, 2017, applicable to GSR-1 customers shall be included in the ECA component of the GSR-1 beginning June 1, 2017. The over/under collection existing as of May 31, 2017 shall be allocated to GSR-1 and GSR-2 customers based on the percentage of the actual sales during the period of the over/under collection attributed to those customers classified as GSR-1 and GSR-2 as of June 1, 2017. In the event the ECA would result in more than a five percent (5%) change in the system average total bill for default service, the Company may refund / recover the balance over more than a three-month period, but no longer than twelve months.



**RIDER B****GENERATION SUPPLY SERVICE SURCHARGE (continued)**

Int = Interest on over or under collections for the GSR-1 group shall be computed at the appropriate rate specified in the PUC's regulations at 52 Pa. Code §54.190 or any successor thereto. The over or under collection status shall be tracked on a monthly basis. The period for determining whether interest is paid or recovered shall be the twelve-month period ending each May 31 (Applicable Period). If the net position at the end of the Applicable Period is an under collection, interest shall be charged on the under collection amount. If the net position at the end of the Applicable Period is an over collection, interest shall be refunded on the over collection amount. The resulting interest amounts shall be refunded or recovered for a year beginning with the December 1 GSR effective date. Each December 1, the GSR shall reconcile and reflect any remaining prior interest balance.

T = The Pennsylvania Gross Receipts Tax Rate reflected in the Company's base rates, expressed in decimal form.

SEC = The Company's projected sales for all default service customers on rate schedules included in the GSR-1 group for the next three-month period, in kilowatt hours.

SECA = The Company's projected sales for all default service customers on rate schedules included in the GSR-1 group for the refund/recover period, in kilowatt hours.

Sint = The Company's projected sales for all default service customers on rate schedules included in the GSR-1 group for the twelve-month period beginning December 1, in kilowatt hours.

The current GSR-1 rate is:

7.075 ¢/kWh

GSR-2 shall be calculated for each default service customer in this group. Company shall bill each customer on a calendar month based upon actual costs incurred to serve the customer. The costs will be allocated as follows:

Energy costs incurred by the Company to acquire electric supply shall be calculated for each GSR-2 customer by multiplying the customer's actual hourly energy use, adjusted for losses, by the Company real-time Locational Marginal Price (LMP) during each hour of the billing month.

Other power costs incurred by the Company to acquire electric supply for the GSR-2 group for the month shall be allocated to each GSR-2 customer based on metered sales. Other power costs include alternative energy credits and all PJM bill line item expenses/credits excluding the following: costs for capacity services, transmission services, network transmission service credits and firm point-to-point transmission service credits/expenses. Other costs included are administrative costs, legal costs, taxes, and any other applicable costs of providing default service for the GSR-2 group. The actual costs shall be reduced by the actual transmission revenues to be collected in accordance with the applicable rate schedules included in the GSR-2 group.

Cost for capacity and transmission services based on the PJM bill line item expenses/credits applicable to these services shall be allocated to each customer in the GSR-2 group. The capacity costs shall include the PJM bill line items for locational reliability, capacity transfer rights, RPM auction, and capacity resource deficiency. The capacity costs shall be allocated to each customer based on each customer's peak load contribution (PLC). The transmission costs shall include the PJM bill line items for network integration transmission service charges, transmission enhancement service charges/credits, and non-firm point-to-point transmission service charges/credits. The transmission costs shall be allocated to each customer based on each customer's network service peak load value (NSPL). Any expense/credit line items added by PJM related to these services shall be allocated based on the Customer's applicable PLC and NSPL.

**RIDER B****GENERATION SUPPLY SERVICE SURCHARGE (continued)**

Any over/under collection plus related interest, existing as of May 31, 2017, applicable to GSR-2 customers shall be refunded/recovered from those customers directly over 12 billing periods beginning June 1, 2017. The over/under collection existing as of May 31, 2017 shall be allocated to GSR-1 and GSR-2 customers based on the percentage of the actual sales during the period of the over/under collection attributed to those customers classified as GSR-1 and GSR-2 as of June 1, 2017.

All costs for GSR-2 customers shall include the Pennsylvania Gross Receipts Tax Rate reflected in the Company's base rates.

Price to Compare: The Price-To-Compare ("PTC") for GSR-1 shall include the Energy Charge ("EC"), the Energy Cost Adjustment ("ECA"), the Alternative Energy Cost Charge ("AECC") and the applicable base transmission rate contained in UGI's tariff. The Price-To-Compare shall also include the State Tax Surcharge in Rider A. PTC is not applicable to GSR-2.

Annual Reconciliation Statement: On June 30 of each year, Company will file with the Commission, its Annual Reconciliation Statement for the GSR-1 rate for the preceding 12 months ending May 31.

**RIDER C****UNIVERSAL SERVICE PROGRAM RIDER**APPLICABILITY AND PURPOSE

This Rider shall be applicable to all residential customers except customers in the Company's Customer Assistance Program ("CAP"). This Rider has been established to recover costs related to the Company's Universal Service and Conservation Programs, excluding internal administrative costs.

RATE

In addition to the charges provided in this tariff, an amount shall be added to the otherwise applicable charge for each kWh of sales volumes or distribution volumes distributed by the Company to customers receiving service under Rate Schedule R.

The USP rate: 0.5300 ¢/kWh

CALCULATION OF RATE

The Rider USP rate shall be calculated to recover costs for the following programs: Low Income Usage Reduction Program (LIURP); Customer Assistance Program (CAP); Hardship Funds; and any other replacement or Commission-mandated Universal Service Program or low income program that is implemented during the period that the Rider is in effect.

LIURP costs will be calculated based on the projected number of Level 1 income homes to be weatherized. Hardship Fund costs will be calculated on the projected level of an allocated share of administrative funds incurred by the UGI Operation Share Energy Fund.

CAP costs will be calculated to include

- 1) the projected CAP credit
- 2) projected CAP customer application and administrative costs; and
- 3) projected CAP pre-program arrearage forgiveness.

CAP Credit shall be defined as the difference between the total calculated Rate R bill, excluding Rider USP, and the CAP bill and an adjustment for unearned credit amounts based upon the current discounts at normalized annual volumes of the then-current CAP participants and the projected CAP Credit for projected customer additions to CAP during the period that the CAP Rider rate will be in effect at the average discount of current CAP participants at normalized annual volumes.

QUARTERLY ADJUSTMENT

Any time that the Company makes a change in base rates or GSR rate affecting residential customers, the Company shall recalculate the Rider USP rate pursuant to the calculation described above to reflect the Company's current data for the components used in the USP rate calculation. The Company shall file the updated rate with the PUC to be effective one (1) day after filing.

ANNUAL RECONCILIATION

On or before November 1 of each year, the Company shall file with the PUC data showing the reconciliation of actual revenues received under this Rider and actual recoverable costs incurred for the preceding twelve months ended September. The resulting over/undercollection (plus interest calculated at 6% annually) will be reflected in the CAP quarterly rate adjustment to be effective December 1. Actual recoverable costs shall reflect actual CAP costs, actual application costs, actual pre-program arrearage forgiveness, actual LIURP costs, actual Hardship Administrative costs. Actual recoverable CAP credit costs and pre-program arrearage forgiveness shall be based upon actual CAP credits granted and pre-program arrearage forgiveness granted less a 7.40% adjustment for amounts granted to participants in excess of 2,918. The 7.40% adjustment related to CAP credits and pre-program arrearage forgiveness will be based on the following:  
For each reconciliation period, the average annual CAP credit per participant will be determined by dividing the total actual CAP credits granted during the reconciliation period by the average monthly number of

**RIDER C****UNIVERSAL SERVICE PROGRAM RIDER (Continued)**

participants receiving CAP credits during the reconciliation period. The average monthly number of participants receiving CAP credits exceeding 2,918 will be multiplied by the average annual CAP credit granted per participant and then multiplied by 0.0740 in order to determine the amount of the CAP Credits recovered through Rider USP.

For each reconciliation period, the average pre-program arrearage forgiveness per participant will be determined by dividing the total actual pre-program arrearage forgiven during the reconciliation period by the number of participants receiving pre-program arrearage forgiveness. The number of participants receiving pre-program arrearage forgiveness exceeding 2,918 will be multiplied by the average pre-program arrearage forgiveness per participant and then multiplied by 0.0740 in order to determine the amount of the pre-program arrearage forgiveness which will not be recovered through Rider USP.

**RIDER D****STORM EXPENSE RIDER**

APPLICABILITY - This Storm Expense Rider (SER) shall be applied to bills of those customers of the Company as noted below. The SER provides for recovery or refund of storm expense amounts related to qualified storm costs which differ from amounts recovered in base rates, including those costs related to storm preparation and restoration activities.

RECOVERABLE EXPENSES - Storm expenses consist of those expenses incurred to manage storm preparation and restoration, including, but not limited to overtime and premium wages of the Company's employees, costs of outside service providers and mutual aid utilities employed by the Company during storm restoration efforts, materials and supplies used to repair or replace damaged property, overhead charges associated with storm damage expenses, including wages and benefits, transportation, purchasing and stores charges, expediting expenses for the reasonable and extra costs to make temporary repairs and to expedite the permanent repair or replacement of damaged property, and expenses of providing services to customers whose electric service has been interrupted by any of the perils listed above. Straight-time wages and benefits and expenses reimbursed by others will be excluded from the SER, and capitalized costs of repairing or replacing facilities damaged by storms will be excluded from the SER. In order to be recoverable, single storm event expenses must exceed \$100,000 or the storm shall be one which is reportable pursuant to 52 Pa. Code § 67.1(b)

Computation - Net storm damage expenses to be recovered in the SER shall be equal to:

$$\text{SER} = ((C - R) + E) / (1-T)$$

Where C equals the Cost factor, R equals the Base Rate factor and E equals the Experience factor.

The C Factor = All qualifying storm expenses incurred during the 12-month period ending September 30.

The R Factor = The R factor is the amount of applicable storm expense reflected in the Company's base rates. The R factor shall equal \$275,000, which for purposes of this SER constitutes the amount of expense from qualifying storms currently recovered through base rates.

The E Factor = The E factor is the amount of any under or over collections during the year prior to the application year resulting from differences between actual and projected billing units. Interest shall be computed monthly at the rate provided for in Section 1307 (f) (5) of the Public Utility from the month the over or under collection occurs to the effective month such overcollection is refunded or such undercollection is recouped.

The T Factor = The T Factor is the Gross Receipts Tax to be included of 59 mills.

RATE

The SER shall be computed as follows for the applicable customer groups:

- (1) Residential: Consisting of Rate Schedule R
- (2) Small Commercial and Industrial (Small C&I): Consisting of Rate Schedule GS-1
- (3) Large Commercial and Industrial (Large C&I): Consisting of Rate Schedule GS-4, GS-5, and FCP
- (4) Large Commercial and Industrial – Transmission (Large C&I): Consisting of Rate Schedule LP

**RIDER D****STORM EXPENSE RIDER (Continued)**

The following schedule of rates will apply to the following four customer classes.

<b>Customer Rate Class</b>	<b>Rate R</b>	<b>Rates GS-1, GS-4, GS-5, FCP</b>	<b>Rate LP</b>	<b>All Lighting</b>
<b>Qualifying Costs (a)</b>	\$0	\$0	\$0	\$0
<b>Cost Allocation Percent (b)</b>	69.1%	16.0%	12.7%	2.2%
<b>Billing Unit (kWh) (c)</b>	533,015,514	160,543,361	293,081,499	6,015,121
<b>Billing Rate (d) (d) = ((a) * (b)) / (c) (inclusive of Gross Receipts Tax)</b>	\$0	\$0	\$0	\$0

The SER, as computed using the formula described above, shall be included in the distribution charges of the monthly bill for each customer receiving distribution service from the Company and shall be reconciled on an annual basis for undercollections and overcollections experienced during the previous year.

**RECOVERY PERIOD**

The SER charges together with supporting data will be filed with the Commission no later than 10 days in advance of December each year to become effective on December 1 of such year.

**RECONCILIATION**

The SER is subject to annual reconciliation based on a reconciliation period ending September 30 of each year. The revenue received under the SER for the reconciliation period will be compared to Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period beginning December 1.

**RIDER E****ENERGY EFFICIENCY AND CONSERVATION RIDER**

**GENERAL.** The Company shall recover costs related to the Company's Energy Efficiency and Conservation Plan ("EECP") for June 1, 2015 through May 31, 2019 through an Energy Efficiency and Conservation Rider ("EEC Rider"). The rates under the EEC Rider shall be computed separately for each of the three customer classes listed below. The EEC Rider Rate for each class shall be as follows:

Customer Class	Rate Schedules	Phase II EEC Rider Rate (¢/kWh)
Class 1 – Residential	R, GS-5 and the residential portion of Rate Schedules OL, SOL, MHOL, or successor rate schedules	0.240
Class 2 – Non Residential	All Non-Residential Rate Schedules except for Rate Schedules LP	0.252
Class 3 – Non Residential	LP	0.117

The EEC Rider shall apply to all customers whether they are receiving generation service from the Company or not, and shall be subject to the State Tax Surcharge.

**CALCULATION.** The EEC Rider shall be determined as follows:

- Costs to be recovered shall include Company incurred costs to implement its Commission approved EECP during each plan year, including all costs incurred to develop and administer the Company's EECP from June 1, 2015 until May 31, 2019. The costs of each EECP program shall be directly assigned to the applicable customer class. Costs which cannot be directly assigned to a particular residential or non-residential customer class shall be allocated based on sales. These additional costs shall be allocated to the customer class based on the number of customers in each class.
- The Residential EEC Rider rate shall be calculated in accordance with the formula below and shall be rounded to the third decimal:

$$\text{Residential EEC Rider Rate} = ((Cr / Sr) - (Er / Sr)) / (1-T) \text{ where}$$

Cr = Projected Annual Residential Phase II EECP Costs.

Sr = Projected Annual Residential Class Sales.

Er = Net over or under collection of the Residential EEC Rider resulting from the difference between the EEC Rider revenues received and the EECP costs incurred. The over or under collection shall be calculated annually and include the actual over or under collection where actual data is known for the reconciliation period and an estimate for those revenues and costs still unknown for the reconciliation period. The difference between the actual net over or under collection related to the estimate shall be included in the net over or under collection in the following year.

T = Total Pennsylvania gross receipts tax rate as reflected in the Company's base rates, expressed in decimal form.

**RIDER E****ENERGY EFFICIENCY AND CONSERVATION RIDER (continued)**

3. The Non-Residential EEC Rider rates shall be calculated in accordance with the formula below and shall be rounded to the third decimal:

$$\text{Non-Residential EEC Rider Rate} = ((C_n / S_n) - (E_n / S_n)) / (1-T) \text{ where}$$

$C_n$  = Projected Annual Non-Residential EEC Costs.

$S_n$  = Projected Annual Non-Residential Class Sales.

$E_n$  = Net over or under collection of the Non-Residential EEC Rider resulting from the difference between the EEC Rider revenues received and the EEC costs incurred. The over or under collection shall be calculated annually and include the actual over or under collection where actual data is known for the reconciliation period and an estimate for those revenues and costs still unknown for the reconciliation period. The difference between the actual net over or under collection related to the estimate shall be included in the net over or under collection in the following year.

$T$  = Total Pennsylvania gross receipts tax rate as reflected in the Company's base rates, expressed in decimal form.

Class 2 and Class 3 Non-Residential EEC Rider rates shall be calculated and reconciled separately.

4. The Residential and Non-Residential rates under the EEC Rider shall become effective coincident with the effective date of the first quarterly default service rate filing following Commission approval of the EEC. The Residential and Non-Residential rates under the EEC Rider shall be updated and reconciled annually thereafter and filed with the Commission effective on one day's notice. The Company reserves the right to make an interim filing to adjust the rates under the EEC Rider to be effective on sixty (60) days' notice.
5. Any over or under collection at the end of the third plan year shall be recovered or refunded during the following year. Any remaining over or under collection after the fourth year shall be recovered or refunded through the default service rate by class.



**RIDER F****POWER FACTOR CHARGE**APPLICABILITY

A power factor charge will be applied to all Customers served under rates LP, GS-4, HTP and BLR with a maximum monthly demand greater than 100 kW. The equipment necessary to measure power factor will be installed at locations where it has been determined by test or by estimate that the Customer's power factor is below the allowable power factor, if indicated annual revenue from the application of the power factor charge is \$100 or more. The Company may retest the Customer's power factor from time to time to assure compliance with this provision.

CHARGE

The average power factor will be computed each month from the registration of metering equipment installed in accordance with the Company's standard practice. In any month in which the average power factor is less than the allowable power factor of ninety (90) per cent, a power factor charge shall be added to the monthly bill determined in accordance with the formula:

## A. For secondary metered service:

$$\frac{(\text{Allowable Power Factor})}{(\text{Average Power Factor})} - 1 \times \$1.17 \times \text{Billing Demand} + \$6 \text{ Meter Charge}$$

## B. For primary metered service:

$$\frac{(\text{Allowable Power Factor})}{(\text{Average Power Factor})} - 1 \times \$ .77 \times \text{Billing Demand} + \$6 \text{ Meter Charge}$$

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

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**RATE R  
RESIDENCE SERVICE**AVAILABILITY

Available to Customers located on Company's distribution lines and desiring service for household and non-residential uses (where the non-residential use(s) is limited to less than 2 kW) in a single private dwelling, or an individual dwelling unit in a multiple dwelling structure, and its appurtenant detached buildings.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single phase; 120 volts, 2 wire; 120-208 volts, 3 wire; or 120-240 volts, 3 wire.

RATE TABLE

Customer Charge: \$14.00 per Month

Distribution Charge (all usage): 3.312 ¢/kWh

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge

Rider B - Generation Supply Service

Rider C - Universal Service Program Rider

Rider D - Storm Expense Rider

Rider E - Energy Efficiency and Conservation Rider

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge shall be the Customer Charge.

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE OL  
OUTDOOR LIGHTING SERVICE**

AVAILABILITY

This Rate is available for outdoor lighting in the entire territory served by the Company, where contracted for by a Customer for private area lighting.

CONTRACT TERM AND BILLING

Standard contracts are on a yearly basis with monthly payments for service.

RATE TABLE

Rates per month for standard construction with monthly payments for service rendered.

Flood Lighting Luminaire – Mercury Vapor

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
11,000 Lumen	\$7.20	3.165	\$6.79	4.035
20,000 Lumen	\$8.05	3.165	\$7.43	4.035
60,000 Lumen	\$8.24	3.165	\$6.69	4.035

Street Lighting Luminaire – Mercury Vapor

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
7,000 Lumen	\$4.54	3.165	\$4.26	4.035
11,000 Lumen	\$7.20	3.165	\$6.79	4.035
20,000 Lumen	\$8.05	3.165	\$7.43	4.035
60,000 Lumen	\$8.24	3.165	\$6.69	4.035

Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that  
no trenching and back-filling is required in addition to charge  
in Rate Tables above

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

STANDARD CONSTRUCTION

The prices specified in the Rate Table for Standard Construction cover the supply of lamps and equipment to mount floodlighting or street lighting luminaires and photo-electric switch control on Company's existing wood pole or other support approved by the Company and located within one span (150 feet) of existing 120 volt facilities. If Customer requires an additional wood pole, or poles, to be installed, a monthly charge of \$5.99 per pole shall be added to the above Rates for standard installation poles. Any additional facilities other than specified herein shall be paid by the Customer in advance.

HOURS OF BURNING

Operation shall be from dusk until dawn, a total of approximately 4,000 hours per year. Credit shall not be allowed for lamp outages.

**RATE OL - (Continued)**  
**OUTDOOR LIGHTING SERVICE**

MAINTENANCE

All facilities shall be owned and maintained by the Company. Lamp renewal service, during normal working hours will be provided upon notice to the Company for lamps burned out or broken. Burned out or broken lamps will be replaced as long as the supply of mercury vapor lighting is available to the Company.

RURAL LINE MINIMUMS

Rural line minimums shall not be applicable to charges under this Rate.

APPROVAL

Customer shall obtain proper approval for lights to be located on public thoroughfares.

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E- Energy Efficiency and Conservation Rider

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.



**RATE SOL  
SODIUM OUTDOOR LIGHTING SERVICE**

AVAILABILITY

This Rate for high pressure sodium outdoor lighting is available in the entire territory served by the Company, where contracted for by a Customer for private area lighting.

CONTRACT TERM

Two years and thereafter in accordance with contract provisions. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party.

NET MONTHLY RATE

Rates per month for standard construction with monthly payments for service rendered.

Floodlighting Luminaire – High Pressure Sodium

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
16,000 Lumen	\$7.96	3.165	\$7.65	4.035
25,000 Lumen	\$8.35	3.165	\$7.88	4.035
50,000 Lumen	\$10.42	3.165	\$9.72	4.035

Street Lighting Luminaire – High Pressure Sodium

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
9,500 Lumen	\$7.87	3.165	\$7.66	4.035
16,000 Lumen	\$7.96	3.165	\$7.65	4.035
25,000 Lumen	\$8.35	3.165	\$7.88	4.035
50,000 Lumen	\$10.42	3.165	\$9.72	4.035

Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that in addition to charge  
no trenching and backfilling is required in Rate Table above

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

**GENERAL PROVISIONS**

- (a) The prices specified in the Rate Table for Standard Overhead Construction cover the supply of lamps and equipment to mount flood lighting or street lighting luminaires and photo-electric switch control on Company's existing wood pole or other support approved by Company and located within 150 feet of existing 120 volt facilities.
- (b) If Customer requires an additional wood pole, or poles, to be installed for mounting heights up to 25 feet, a monthly charge of \$5.99 per pole shall be added to the above rates.
- (c) Any additional facilities other than specified herein shall be paid by the Customer in advance.

**RATE SOL - (Continued)**  
**SODIUM OUTDOOR LIGHTING SERVICE**

- (d) Customer shall obtain proper approval for lights to be located on public thoroughfares
- (e) Operation shall be from dusk to dawn, a total of approximately 4,000 hours per year. Lamp renewal service, during normal working hours, will be provided upon notice to Company for lamps burned out or broken and no credit for outages allowed. Company will supply, install, operate, and maintain necessary lighting facilities.

**REMOVAL OF MERCURY VAPOR**

When, at the request of the Customer, a sodium vapor light replaces a fully operational mercury vapor light that has been installed for less than 10 years, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a sodium vapor light replaces a failed mercury vapor light that can neither be repaired nor replaced, the installation will be completed at no charge to the Customer.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE MHOL  
METAL HALIDE OUTDOOR LIGHTING SERVICE**

AVAILABILITY

This Rate is available in the entire territory served by the Company, where contracted for by a Customer for private area lighting.

CONTRACT TERM

Two years and thereafter in accordance with contract provisions. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party.

NET MONTHLY RATE

Flood Lighting Luminaire

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
20,500 Lumen	\$9.05	3.165	\$8.65	4.035
36,000 Lumen	\$9.20	3.165	\$8.57	4.035
110,000 Lumen	\$16.11	3.165	\$14.58	4.035

Street Lighting Luminaire

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
9,000 Lumen	\$8.07	3.165	\$7.86	4.035
12,900 Lumen	\$6.83	3.165	\$6.57	4.035
13,000 Lumen	\$6.36	3.165	\$6.07	4.035
20,500 Lumen	\$9.05	3.165	\$8.65	4.035
36,000 Lumen	\$9.20	3.165	\$8.57	4.035

Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that in addition to charge  
no trenching and backfilling is required in Rate Table above

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

The number of kWh supplied is based upon the average hours' use and size of lamps.

GENERAL PROVISIONS

- (a) The prices specified in the Rate Table for Standard Overhead Construction cover the supply of lamps and equipment to mount flood lighting or street lighting luminaries and photo-electric switch control on Company's existing wood pole or other support approved by Company and located within 150 feet of existing 120 volt facilities.
- (b) If Customer requires an additional wood pole, or poles, to be installed for mounting heights up to 25 feet, a monthly charge of \$5.99 per pole shall be added to the above rates.
- (c) Any additional facilities other than specified herein shall be paid by the Customer in advance.

**RATE MHOL - (Continued)**  
**METAL HALIDE OUTDOOR LIGHTING SERVICE**

- (d) Customer shall obtain proper approval for lights to be located on public thoroughfares.
- (e) Operation shall be from dusk to dawn, a total of approximately 4,000 hours per year. Lamp renewal service, during normal working hours, will be provided upon notice to Company for lamps burned out or broken and no credit for outages allowed. Company will supply, install, operate, and maintain necessary lighting facilities.

**REMOVAL OF MERCURY VAPOR & HIGH PRESSURE SODIUM**

When, at the request of the Customer, a metal halide light replaces a fully operational mercury vapor or high pressure sodium light that has been installed for less than 1 or 2 years respectively, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a metal halide light replaces a failed mercury vapor light that can neither be repaired nor replaced, the installation will be completed at no charge to the Customer.

**TERMINATION**

If Customer terminates outdoor lighting service under this schedule for any reason prior to expiration of the two-year term, Customer shall pay removal cost.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE LED-OL  
LIGHT-EMITTING DIODE OUTDOOR LIGHTING SERVICE**

AVAILABILITY

This Rate is available in the entire territory served by the Company, where contracted for by a Customer for private area lighting.

CONTRACT TERM

Two years and thereafter in accordance with contract provisions, which shall be consistent with this rate schedule and shall be of a standard form provided by and satisfactory to the Company. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party subject to the termination provision below.

NET MONTHLY RATE

## Flood Lighting Luminaire

Nominal Lamp Wattage Range	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
85-100	\$15.42	3.165	\$15.42	4.035
170-210	\$22.64	3.165	\$22.64	4.035
250-280	\$26.08	3.165	\$26.08	4.035

## Street Lighting Luminaire

Nominal Lamp Wattage Range	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)	Customer Charge (Per Lamp)	Distribution (¢/kWh)
50-60	\$10.29	3.165	\$10.29	4.035
100-110	\$12.16	3.165	\$12.16	4.035
140-160	\$14.00	3.165	\$14.00	4.035
250-280	\$21.25	3.165	\$21.25	4.035

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. Service hereunder is unmetered with the number of kWh billed for each size lamp calculated based on the estimated input wattage of the lamp and approximately 4,000 burning hours per year.

GENERAL PROVISIONS

- (a) The prices specified in the Rate Table for Customer Charger (Per Lamp) cover the supply of lamps, fixtures, luminaries, and equipment, and installation of flood lighting or street lighting luminaries and photo-electric switch control on Company's existing wood pole or other support approved by Company and located within 150 feet of existing 120 volt facilities. Such charges include normal operation and maintenance.

**RATE LED-OL (continued)**  
**LIGHT-EMITTING DIODE OUTDOOR LIGHTING SERVICE**

- (b) If Customer requires an additional wood pole, or poles, to be installed for mounting heights up to 25 feet, a monthly charge of \$5.99 per pole shall be added to the above rates.
- (c) Any additional facilities other than specified herein and the cost of rearranging facilities required to change mounting height shall be paid by the Customer in advance.
- (d) Customer shall obtain proper approval for lights to be located on public thoroughfares.
- (e) Operation shall be from dusk to dawn, a total of approximately 4,000 hours per year. Lamp renewal service, during normal working hours, will be provided upon notice to Company for lamps burned out or broken and with no credit for outages. Company will supply, install, operate, and maintain necessary lighting facilities.

**REMOVAL OF MERCURY VAPOR, HIGH PRESSURE SODIUM AND METAL HALIDE**

When, at the request of the Customer, a LED light replaces a fully operational mercury vapor, high pressure sodium or metal halide light that has been installed for less than the applicable contract term, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a LED light replaces a failed mercury vapor, high pressure sodium or metal halide light that can neither be repaired nor replaced, the installation will be completed at no charge to the Customer.

**TERMINATION**

If Customer terminates outdoor lighting service under this schedule for any reason prior to expiration of the two-year term, Customer shall pay removal cost.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D – Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE GS-1  
GENERAL SERVICE****AVAILABILITY**

Available to Customers located on Company's distribution lines desiring electric service for general lighting and/or power service outside the scope of the Residence Service Rate Schedules and whose demand at any time of the year is not in excess of five (5) kilowatts, and any building the primary use of which is public worship.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single phase, 120 volts, 2 wire; or 120-240 volts, 3 wire; and 3 phase, 120-240 volts, 4 wire, except in areas where only 120/208 volts are available.

**CONTRACT TERM AND BILLING**

Standard contracts are on a yearly basis with monthly payments for service taken.

**RATE TABLE**

Customer Charge: \$6.75 per Month

Distribution Charge (all usage): 4.073 ¢/kWh

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge is the Customer Charge.

**DETERMINATION OF DEMAND**

The demand will be determined at the option of the Company by estimate or by test at the time of maximum use or by demand meter measurement. Demands of Customers with monthly consumption over two thousand (2,000) kilowatt-hours on a recurring basis will be metered unless otherwise shown to be eligible for this rate.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge

Rider B - Generation Supply Service

Rider D - Storm Expense Rider

Rider E - Energy Efficiency and Conservation Rider

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE GS-4  
SERVICE**  
(5 kW minimum)

AVAILABILITY

Available to Customers located on Company's distribution lines desiring electric service for general lighting and/or power service and whose minimum billing demand is not less than five (5) kilowatts.

CHARACTER OF SERVICE

Alternating current, 60 cycles, 3 phase, 120-240 volts, 4 wire; 120-208 volts, 4 wire; or 240 volts, 3 wire; 480 volts, 3 wire; or 277-480 volts, 4 wire, may be supplied. In addition, alternating current, 60 cycles, single phase, 120-240 volts, 3 wire, and where available 120-208 volts, 3 wire.

CONTRACT TERM AND BILLING

Contracts shall be for a term of not less than one (1) year with monthly payments for service taken. Contracts for a longer term may be required where new investment by Company is necessary.

RATE TABLE

	Distribution (\$/kW)	Distribution (¢/kWh)
First 20 kW of billing demand	\$3.59	
Over 20 kW of billing demand	\$1.30	
First 200 hours use of demand		2.982
Next 300 hours use of demand		2.303
All over 500 hours use of demand		2.031

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge is the charge in the Rate Table for the billing demand. The minimum billing demand will not be less than five (5) kilowatts nor less than the minimum value stated in a contract for service.

DETERMINATION OF DEMAND

The demand shall be the greatest fifteen (15) minute load in kilowatts established during the month, taken for billing purposes to the nearest kilowatt.

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider  
Rider F - Power Factor Surcharge

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

POWER FACTOR

The Power Factor Charge contained in this Tariff is applied to this Rat



**RATE GS-5  
GENERAL SERVICE  
(VOLUNTEER FIRE COMPANY, NON-PROFIT SENIOR CITIZEN CENTER, NON-PROFIT  
RESCUE SQUAD, AND NON-PROFIT AMBULANCE SERVICE)**

AVAILABILITY

Upon application, Pursuant to Act 103 of 1985 and Act 203 of 2002, Volunteer Fire Companies, Non-Profit Senior Citizen Centers, Non-Profit Rescue Squads, and Non-Profit Ambulance Services may elect to have their electric service rendered pursuant to the following charges upon execution of a contract for a minimum term of one year.

For the purpose of this Rate only, the following terms shall have the following meanings indicated for them.

1. "Volunteer Fire Company Service" - A separately metered service location consisting of a building, sirens, a garage for housing vehicular firefighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for firefighting training. The use of electric service at this service location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.  
The customer of record at this service location must be a predominantly volunteer fire company recognized by the local municipality or PEMA as a provider of firefighting services.
2. "Non-Profit Senior Citizen Center Service" - A separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided.  
The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) as non-profit and recognized by the Department of Aging as an operator of a senior citizen center.
3. "Non-Profit Rescue Squad" – A separately metered service location consisting of a building, sirens, a garage for housing vehicular rescue equipment, or a facility that is qualified by the IRS as non-profit and recognized by PEMA and the Department of Health as a provider of rescue services. The use of electric service by the customer of record at this location shall be to support the activities of the non-profit rescue squads.
4. "Non-Profit Ambulance Service" – A separately metered service location consisting of a building, sirens, a garage for housing vehicular ambulance equipment, or a facility that is qualified by the IRS as non-profit and recognized by PEMA and the Department of Health as a provider of ambulance services. The use of electric service by the customer of record at this location shall be to support the activities of the non-profit ambulance service.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single phase, 120 volts, 2 wire; or 120-240 volts, 3 wire; and 3 phase, 120-240 volts, 4 wire, except in areas where only 120/208 volts is available.

CONTRACT TERM AND BILLING

Standard contracts are on a yearly basis with monthly payments for service taken.

RATE TABLE

Customer Charge: \$14.00 per Month

Distribution Charge (all usage): 3.312 ¢/kWh

**RATE GS-5 (continued)**  
**GENERAL SERVICE**  
**(VOLUNTEER FIRE COMPANY, NON-PROFIT SENIOR CITIZEN CENTER, NON-PROFIT RESCUE SQUAD, AND NON-PROFIT AMBULANCE SERVICE)**

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge shall be the Customer Charge.

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge

Rider B - Generation Supply Service

Rider D - Storm Expense Rider

Rider E - Energy Efficiency and Conservation Rider

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE LP  
LARGE POWER SERVICE**

AVAILABILITY

Available to Customers taking general light and power service at each delivery point and whose minimum demand is not less than one hundred (100) kilowatts.

CHARACTER OF SERVICE

Alternating current, 60 cycles, 3 phase, 2,400 volts, 4,160 volts, 8,320 volts, or 13,800 volts, with one (1) transformation to a lower voltage with metering on the primary side of transformers and substation equipment supplied by the Company.

CONTRACT TERM AND BILLING

Contracts shall be for a term of not less than one (1) year with monthly payments for service taken. Contracts for a longer term may be required where new investment by Company is necessary.

RATE TABLE

The Customer's monthly bill shall be the sum of the demand and energy charges.

	Distribution (\$/kW)	Distribution (¢/kWh)
Demand Charge:		
First 100 kW of billing demand	\$135.80 *	
Next 400 kW of billing demand	\$0.94	
Over 500 kW of billing demand	\$0.69	
First 100 hours use of billing demand		1.672
Next 200 hours use of billing demand but not more than 200,000 kWh		1.518
Next 200 hours use of billing demand but not more than 200,000 kWh		1.383
Excess		1.295

\* ..... Charge is for the First 100 kW of billing demand or any part thereof.

**RATE LP - (Continued)**  
**LARGE POWER SERVICE****DETERMINATION OF DEMAND**

The demand shall be determined by meters which will, at the option of the Company, either indicate or record the demand. The billing demand shall be the highest fifteen (15) minute demand recorded during the month, provided that the Company reserves the right to use for billing purposes the single maximum demand established during a five (5) minute interval when power installation includes hoists, elevators, welding machines, electric furnaces, or other load having high intermittent peak load requirements. In no event, however, shall the billing demand be less than one hundred (100) kilowatts.

**SECONDARY SERVICE**

At the Company's option, service may be metered at secondary voltage of transforming equipment. When so metered energy charges will be increased two (2) percent.

**POWER FACTOR**

The Power Factor Charge contained in this Tariff is applied to this Rate.

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be an amount equal to the demand charge plus the power factor charge for the month.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge

Rider B - Generation Supply Service

Rider D - Storm Expense Rider

Rider E - Energy Efficiency and Conservation Rider

Rider F - Power Factor Surcharge

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE HTP  
HIGH TENSION POWER SERVICE**AVAILABILITY

Available to Customers taking general light and power service at each delivery point and whose minimum billing demand is not less than two thousand (2,000) kilowatts.

CHARACTER OF SERVICE

Alternating current, 60 cycles, 3 phase, 66,000 volts with metering on the primary side of transformers and substation equipment supplied by the Customer.

CONTRACT TERM AND BILLING

Contract shall be for a term of not less than one (1) year with monthly payments for service taken. Contracts for a longer term may be required where new investment by Company is necessary.

RATE TABLECUSTOMER CHARGE

Primary Metered: \$1,703.44 per Month

Secondary Metered: \$629.88 per Month

POWER FACTOR

The Power Factor Charge contained in this Tariff is applied to this Rate.

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge shall be an amount equal to the customer charge plus the power factor charge for the month.

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge

Rider B - Generation Supply Service

Rider D - Storm Expense Rider (SER)

Rider E - Energy Efficiency and Conservation (EEC) Rider

Rider F - Power Factor Surcharge (PFS)

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE SL  
STREET LIGHTING SERVICE**

AVAILABILITY

This Rate is available for street, bridge, parks and outdoor lighting in the entire territory served by the Company.

CONTRACT TERM

Standard contracts are for the term of five (5) years. Contracts for a longer term may be required where new investment by Company is necessary.

RATE TABLE

Rates per lamp per month for standard construction with monthly payments for service rendered.  
Mercury Vapor

	Municipal or Public Authority	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)
3,750 Lumen	\$3.88	4.035
7,000 Lumen	\$4.05	4.035
11,000 Lumen	\$6.37	4.035
20,000 Lumen	\$7.65	4.035
60,000 Lumen	\$6.43	4.035

Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that in addition to charge  
no trenching and back-filling is required in Rate Table above

Additional wood pole installed for the sole ..... \$ 5.99 per month  
purpose of supporting lighting fixtures or circuits

The number of kWh supplied is based upon the average hours' use and size of lamps.

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

SURCHARGES AND RIDERS

- Rider A - State Tax Adjustment Surcharge
- Rider B - Generation Supply Service
- Rider D - Storm Expense Rider
- Rider E - Energy Efficiency and Conservation Rider

STANDARD CONSTRUCTION

The prices specified in the Rate Table for Standard Construction cover the supply of lamps and equipment to mount lighting fixtures on wood poles and include electric current and maintenance for complete street lighting service when supplied from circuits, mast arms, and fixtures of overhead construction. When Customer desires an underground or ornamental system, or non-standard construction conditions exist, the additional cost shall be borne by Customer; also, if Customer desires to supply equipment such as conductors, conduit, poles and fixtures, a monthly construction credit for such equipment supplied shall be given Customer over the term of the contract.

Other special equipment such as is used for channel lighting on bridges shall be installed and maintained by Customer except lamp bulbs which shall be furnished and renewed by Company.

**RATE SL - (Continued)**  
**STREET LIGHTING SERVICE****HOURS OF BURNING**

All night lamps from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise, a total of approximately 4,000 hours per year.

**LAMP RENEWALS**

Free Lamp renewal service is provided upon notice to the Company for lamps burned out, broken or giving less than eighty percent (80%) of initial lumens as rated by the manufacturers. Burned out or broken lamps will be replaced as long as the supply of mercury vapor lighting is available to the Company.

**SPACING OF LAMPS**

The standard spacing of lamps shall be a distance not to exceed four hundred (400) feet. Non-standard construction costs shall be paid by the customer.

**NOTE 1:** 3,750 Lumen-Mercury Vapor Lamp Rate restricted to units installed as of July 27, 1994.

**ADDITIONAL LAMPS**

Additional lamps and fixtures of the type currently being used by the Company may be ordered installed by Customer at any time during the first four (4) years of a standard five (5) year contract. Additional lamps and fixtures ordered installed during last year of standard contract or contracts less than five (5) years may be deferred at Company's option until a new standard contract is executed, unless the Customer is willing to pay the cost of installation, subject to refund by Company when new standard five (5) year contract is executed.

No additional lamps and fixtures are available after July 1, 2007.

**RELOCATION OF LAMPS**

The cost of any change of location of lamps, from the original location specified by Customer, shall be borne by the Customer and paid to the Company.

**CHANGE IN SIZE OF LAMP**

In the event that change in size of lamps is desired by the Customer, Company will make such change in accordance with the following requirements:

- (1) That no further investment, except lamps, by Company in new fixtures shall be required;
- (2) Mercury vapor lamps are available to the Company
- (3) Changes of lamp size other than those covered under Clause 1 hereof shall be subject to further agreement between Customer and Company.

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE SSL  
SODIUM STREET LIGHTING SERVICE**

AVAILABILITY

This Rate schedule for high pressure sodium vapor lighting is available for public roadway, bridge and parks.

CONTRACT TERM

Ten years and thereafter in accordance with contract provisions. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party.

NET MONTHLY RATE

	Municipal or Public Authority	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)
9,500 Lumen	\$7.51	4.035
16,000 Lumen	\$7.58	4.035
25,000 Lumen	\$8.57	4.035
50,000 Lumen	\$9.10	4.035

Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that ..... in addition to charge  
no trenching and back-filling is required ..... in Rate Table above

Additional wood pole installed for the sole ..... \$ 5.99 per month  
purpose of supporting lighting fixtures or circuits

The number of kWh supplied is based upon the average hours' use and size of lamp.

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

SURCHARGES AND RIDERS

- Rider A - State Tax Adjustment Surcharge
- Rider B - Generation Supply Service
- Rider D - Storm Expense Rider
- Rider E - Energy Efficiency and Conservation Rider

GENERAL PROVISIONS

- (a) Necessary street lighting facilities are supplied and installed, operated and maintained by Company and are connected to Company's available general distribution system.
- (b) Prices include the standard type luminaire currently being offered at the time service is contracted for and up to 150 circuit feet of overhead secondary extension.
- (c) Customer shall pay the cost of any additional facilities required to extend service and the cost of rearranging facilities required to change mounting height.
- (d) Company will provide underground and decorative systems of a type being offered by the Company at the time service is contracted for when the additional cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. Company shall take title to this system and shall operate and maintain the facilities. At the termination, for any reason, of the useful life of these systems or designated components, a new system or component shall be installed under similar conditions.



**RATE SSL - (Continued)**  
**SODIUM STREET LIGHTING**SPECIAL CUSTOMER EQUIPMENT

Upon request, the Company may, at its option, operate and maintain special lighting equipment of a type not being offered by Company provided Customer installs equipment and supplies any nonstandard replacement parts at no cost to Company.

REMOVAL OF MERCURY VAPOR

When, at the request of the Customer, a sodium vapor light replaces a fully operational mercury vapor light that has been installed for less than 10 years, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a sodium vapor light replaces a failed mercury vapor light that can neither be repaired nor replaced, the installation will be completed at no charge to the Customer.

TERMINATION

If Customer terminates street lighting service under this schedule for any reason prior to expiration of any 10-year term, Customer shall pay removal cost plus remaining value of system.

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE MHSL  
METAL HALIDE STREET LIGHTING SERVICE**

AVAILABILITY

This Rate is available to municipalities or other public authorities for street, bridge, parks and outdoor lighting in the entire territory served by the Company.

CONTRACT TERM

Ten years and thereafter in accordance with contract provisions. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party

NET MONTHLY RATE

	Municipal or Public Authority	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)
9,000 Lumen	\$6.71	4.035
12,900 Lumen	\$5.42	4.035
13,000 Lumen	\$4.92	4.035
20,500 Lumen	\$7.29	4.035
36,000 Lumen	\$6.20	4.035

(1) Low mounted, decorative fixture and pole ..... \$ 7.46 per month  
for underground service, provided that  
no trenching and back-filling is required in addition to charge  
in Rate Table above

Additional wood pole installed for the sole ..... \$ 5.99 per month  
purpose of supporting lighting fixtures or circuits

The number of kWh supplied is based upon the average hours' use and size of lamp.

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. The number of kWh supplied is based upon the average hours' use and size of lamps.

SURCHARGES AND RIDERS

- Rider A - State Tax Adjustment Surcharge
- Rider B - Generation Supply Service
- Rider D - Storm Expense Rider
- Rider E - Energy Efficiency and Conservation Rider

GENERAL PROVISIONS

- (a) Necessary street lighting facilities are supplied and installed, operated and maintained by Company and are connected to Company's available general distribution system.
- (b) Prices include the standard type luminaries currently being offered at the time service is contracted for and up to 150 circuit feet of overhead secondary extension.
- (c) Customer shall pay the cost of any additional facilities required to extend service and the cost of rearranging facilities required to change mounting height.
- (d) The cost of any change of location of lamps, from the original location specified by Customer, shall be borne by the Customer and paid to the Company.

**RATE MHSL - (Continued)**  
**METAL HALIDE STREET LIGHTING SERVICE**

- (e) Company will provide underground and decorative systems of a type being offered by the Company at the time service is contracted for when the additional cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. Company shall take title to this system and shall operate and maintain the facilities. At the termination, for any reason, of the useful life of these systems or designated components, a new system or component shall be installed under similar conditions.

**SPECIAL CUSTOMER EQUIPMENT**

Upon request, the Company may, at its option, operate and maintain special lighting equipment of a type not being offered by Company provided Customer installs equipment and supplies any nonstandard replacement parts at no cost to Company.

**REMOVAL OF MERCURY VAPOR AND HIGH PRESSURE SODIUM**

When, at the request of the Customer, a metal halide light replaces a fully operational mercury vapor or high pressure sodium light that has been installed for less than 5 or 10 years respectively, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a metal halide light replaces a fully operational mercury vapor light that can neither be repaired nor replaced, the installation will be completed at no charge to the customer.

**TERMINATION**

If Customer terminates street lighting service under this schedule for any reason prior to expiration of any 10-year term, Customer shall pay removal cost plus the estimated remaining value of system.

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE LED-SL  
LIGHT-EMITTING DIODE STREET LIGHTING SERVICE**

AVAILABILITY

This Rate is available to municipalities or other public authorities for street, bridge, parks and outdoor public lighting in the entire territory served by the Company.

CONTRACT TERM

Ten years and thereafter in accordance with contract provisions, which shall be consistent with this rate schedule and shall be of a standard form provided by and satisfactory to the Company. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party subject to the termination provision below.

NET MONTHLY RATE

Nominal Lamp Wattage Range	Municipal or Public Authority	
	Customer Charge (Per Lamp)	Distribution (¢/kWh)
50-60	\$10.29	4.035
100-110	\$12.16	4.035
140-160	\$14.00	4.035
250-280	\$21.25	4.035

Additional wood pole installed for the sole ..... \$ 5.99 per month purpose of supporting lighting fixtures or circuits

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. Service hereunder is unmetered with the number of kWh billed for each size lamp calculated based on the estimated input wattage of the lamp and approximately 4,000 burning hours per year.

SURCHARGES AND RIDERS

- Rider A - State Tax Adjustment Surcharge
- Rider B - Generation Supply Service
- Rider D - Storm Expense Rider
- Rider E - Energy Efficiency and Conservation Rider

GENERAL PROVISIONS

- (a) Necessary street lighting facilities are supplied and installed, operated and maintained by Company and are connected to Company's available general distribution system.
- (b) Prices include the standard type luminaries currently being offered at the time service is contracted for and up to 150 circuit feet of overhead secondary extension. Prices include normal operation and maintenance.
- (c) Customer shall pay the cost of any additional facilities required to extend service and the cost of rearranging facilities required to change mounting height.
- (d) The cost of any change of location of lamps, from the original location specified by Customer, shall be borne by the Customer and paid to the Company.

**RATE LED-SL (continued)**  
**LIGHT-EMITTING DIODE STREET LIGHTING SERVICE**

- (e) Company will provide underground and decorative systems of a type being offered by the Company at the time service is contracted for when the additional cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. Company shall take title to this system and shall operate and maintain the facilities. At the termination, for any reason, of the useful life of these systems or designated components, a new system or component shall be installed under similar conditions.
- (f) Operation shall be from dusk to dawn, a total of approximately 4,000 hours per year. Lamp renewal service, during normal working hours, will be provided upon notice to Company for lamps burned out or broken and with no credit for outages.

**SPECIAL CUSTOMER EQUIPMENT**

Upon request, the Company may, at its option, operate and maintain special lighting equipment of a type not being offered by Company provided Customer installs equipment and supplies any nonstandard replacement parts at no cost to Company.

**REMOVAL OF MERCURY VAPOR, HIGH PRESSURE SODIUM AND METAL HALIDE**

When, at the request of the Customer, a LED light replaces a fully operational mercury vapor, high pressure sodium or metal halide light that has been installed for less than the applicable contract term, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system. When, at the request of the Customer, a LED light replaces a fully operational mercury vapor, high pressure sodium or metal halide light that can neither be repaired nor replaced, the installation will be completed at no charge to the Customer.

**TERMINATION**

If Customer terminates street lighting service under this schedule for any reason prior to expiration of any 10-year term, Customer shall pay removal cost plus the estimated remaining value of system.

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE LED-CO  
CUSTOMER-OWNED LIGHT-EMITTING DIODE STREET LIGHTING SERVICE**

AVAILABILITY

This Rate is available to non-residential Customers and municipalities or other public authorities in the entire territory served by the Company for the operation of Light-Emitting Diode (LED) street lighting systems on private or public areas where the Customer wholly owns and installs the street lighting system.

CONTRACT TERM

Ten years and thereafter in accordance with contract provisions, which shall be consistent with this rate schedule and shall be of a standard form provided by and satisfactory to the Company. The contract may be terminated with sixty (60) days' notice prior to expiration period of contract by either party subject to the termination provision below.

NET MONTHLY RATE

Distribution Charge..... 4.035 (¢/kWh)

Customer Charge (Per Lamp)\*.....\$2.00 per month

\* Applicable where, upon Customer election, Company provides operation and maintenance of Customer-owned street lighting system in accordance with the provisions below.

Additional wood pole installed for the sole .....\$ 5.99 per month  
purpose of supporting lighting fixtures or circuits

Distribution and Generation Supply rates will be applied to per kilowatt hour of energy used each month. Service hereunder is unmetered with the number of kWh billed for each size lamp calculated based on the estimated input wattage of the lamp and approximately 4,000 burning hours per year. Rate offering applicable to Customer-owned street lights sized within the standard nominal lamp wattage ranges offered by the Company under Rate Schedule LED-SL, not to exceed 280 nominal lamp wattage. If the Customer-owned street light is of a size outside of the Company's standard size offerings under Rate Schedule LED-SL, but in no event not to exceed 280 nominal lamp wattage, the Customer's kWh billed will be determined based on the next higher nominal lamp wattage range set forth under Rate Schedule LED-SL.

SURCHARGES AND RIDERS

- Rider A - State Tax Adjustment Surcharge
- Rider B - Generation Supply Service
- Rider D - Storm Expense Rider
- Rider E - Energy Efficiency and Conservation Rider

STANDARD INSTALLATION AND SERVICE

Upon Customer election, the Company shall operate and maintain the Customer-owned street lighting system subject to Customer payment of the monthly Customer charge (per lamp) above.

Customer-owned street lighting equipment shall be installed in accordance with company and industry safety codes and, where installed on Company poles, in accordance with general Company specifications for similar equipment.

Company shall make all connections of Customer's street lighting system to the Company's available general distribution system.

**RATE LED-CO (continued)**  
**CUSTOMER-OWNED LIGHT-EMITTING DIODE STREET LIGHTING SERVICE**

Street Lighting Equipment on Company Wood Pole: The Customer shall own, provide, install, operate and maintain the street lighting luminaire, lamp, control, brackets, ballasts and the wire from the luminaire to the point of connection with the Company's overhead general distribution system. The Company shall provide, install, operate and maintain the wood pole and the overhead secondary wire from Company's general distribution system to the point of connection with Customer's wire. Generally, the Customer will attach its street lighting system to Company's existing poles; but the Company at its option may provide, install, operate and maintain a maximum of one wood pole and one span of secondary conductor to new locations required by the Customer at Customer's expense.

Street Lighting Equipment on Customer Pole or Support: The Customer shall provide, install, operate and maintain the street lighting luminaire, lamp, control, bracket, pole or support, foundation and wire between poles or supports. The Company provides, installs, operates and maintains one span of overhead secondary conductor to a group of street lights, as defined by Company, on Customer-owned poles or supports. The installation by Company in excess of one span of overhead secondary to a group of Customer-owned street lights is at Customer's expense.

Customer-owned street lighting equipment mounted on poles or supports on other utilities with whom Company has joint-use agreements are billed at the rates above.

**GENERAL PROVISIONS**

- (a) Application is limited to Light Emitting Diode (LED) street lights in systems of a minimum of 5 contiguous lamps of one Customer. Customer-owned street lights served hereunder may not be intermixed with street lights served under the Company's other street light rate schedules. The 5 lamp minimum may, at the Company's option, be waived when a Customer desires to take service for its entire street light requirements hereunder and said total requirements is less than the 5 lamp minimum.
- (b) The Customer must provide advance written notice to Company at least 90 days for initial systems and 30 days for additions to existing systems of its intentions to install Customer-owned equipment and proposed installation date. In addition, for Customer-owned street lighting proposed for installation on Company's poles the Customer shall provide the construction specifications for Company's approval in advance.
- (c) Any non-municipal Customer will be required to demonstrate that it has complied with all municipal requirements pertaining to lighting before being eligible for service under this rate schedule. In addition, before street lighting facilities may be energized, the non-municipal Customer shall provide the Company and the municipality with an inspector's certification that the street lighting facilities are constructed to applicable electrical code requirements and also provide the Company and the municipality with as-built drawings certified by engineering seal of the final placement, configuration, and cut sheets for street light facilities to be energized. The non-municipal Customer shall provide certification to the municipality of continued compliance with the National Electrical Code requirements as required by the municipality.
- (d) Written notice of any change in size or type of any components of Customer street lighting system by location is furnished by Customer to Company not more than 14 days after the date of such change.
- (e) Any rearrangements, replacements or relocations of Company's electric distribution system required solely for the installation, operation or maintenance of Customer's street lighting equipment are at the Customer's expense.

**RATE LED-CO (continued)**  
**CUSTOMER-OWNED LIGHT-EMITTING DIODE STREET LIGHTING SERVICE**

- (f) All luminaires served hereunder are operated at alternating current, 60 hertz, single phase and are controlled by photo control for dusk to dawn operation every night, approximately 4,000 hours per year.
- (g) The Attachment Agreement for the Customer-owned lighting system on Company's poles shall include indemnification of Company by Customer and provide for purchase of public liability and property damage insurance by Customer.

**REMOVAL OF COMPANY-OWNED LIGHTS**

When, at the request of the Customer, a Customer-owned lighting system replaces a fully operational Company-owned mercury vapor, high pressure sodium, metal halide or LED light that has been installed for less than the applicable contract term, the Customer shall pay the Company for the Company's estimated cost of removal and rehabilitation plus the estimated remaining value of the system.

**AUDITING**

The Company has the right to periodically audit the number and size of lamps of Customer's street lighting system. The Customer agrees to cooperate with Company during such audits.

**TERMINATION**

If Customer terminates street lighting service under this schedule for any reason prior to expiration of any 10-year term, Customer shall pay removal cost plus the estimated remaining value of system.

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.



**RATE FCP  
FLOOD CONTROL POWER SERVICE**AVAILABILITY

This Rate is available to municipalities and townships in Company's territory requiring power service for the operation of flood pumping stations during periods of public emergency, and for periodic testing of same as hereinafter provided.

CHARACTER OF SERVICE

Alternating current, 60 cycles, three phase, 13,800 volts.

CONTRACT TERM AND BILLING

Term of contract shall be not less than one (1) year, with monthly payments for service taken.

RATE TABLE

	Distribution (\$/Month)	Distribution (¢/kWh)
First 100 kWh or less per month for each electrically driven pump installed	\$5.50	
All additional kWh		1.780

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

SPECIAL PROVISIONS

- (1) The Customer shall own, install, operate and maintain the lines necessary to connect its pumping stations to the Company's existing facilities, and the transforming equipment and auxiliary apparatus necessary to secure voltages less than the supply voltage specified above.
- (2) Periodic testing shall be prearranged between the Customer and Company upon at least twenty-four (24) hours' notice to the Company, and shall occur on weekdays during the hours between 12 midnight and 6 A.M. unless otherwise justified by load conditions on Company's system, of which conditions the Company's judgment shall be final.
- (3) Supply lines at each pumping station shall normally be disconnected and shall be connected only when necessary during periods of public emergency and for periodic testing.

**RATE BLR  
BORDERLINE RESALE SERVICE****AVAILABILITY**

Available under reciprocal agreements to neighboring public utilities supplying electric service for resale in territory immediately adjacent to the charter territory of the Company, provided the Company, in its opinion has available capacity over and above that required to meet the demands, present and prospective, for service in its own territory.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single or three phase, 2,400 volts, 4,160 volts, 8,320 volts, or 13,800 volts.

**CONTRACT TERM AND BILLING**

Standard contracts are for a term of five (5) years with monthly payments for service taken.

**RATE TABLE**

Service will be provided under the appropriate Company Tariff Rate. The appropriate rate is that under which the Customer would be served if they were located within the Company's franchised service territory.

**SURCHARGES AND RIDERS**

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider  
Rider F - Power Factor Surcharge

**PAYMENT TERMS**

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**POWER FACTOR**

The Power Factor Charge contained in this Tariff is applied to this Rate.

**RATE EV  
ELECTRIC VEHICLE SERVICES**

CHARGING STATION AVAILABILITY

Available to all customers for the purpose of charging electrical vehicles.

Charging station is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas.

Company will coordinate charging station installation with the Company's current charging station supplier and the Customer. Customer shall be responsible for the charging equipment installation costs. Where the location of existing facilities is not suitable, and Customer requests charging station service under this rate, Company will furnish the requested facilities at an additional charge.

Service will be provided under written contract, signed by Customer prior to service commencing.

CHARACTER OF SERVICE

Alternating current, 60 cycles, single phase; 208 volts, 3 wire; or 240 volts, 3 wire; or 3 phase, 480 volts, 4 wire (100 & 250 series)

TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

RATE TABLE

<u>Charging Unit</u>	<u>Rate</u>
4000 series charging unit (or similar)	\$339 per month
100 series charging unit (or similar)	\$643 per month
250 series charging unit (or similar)	\$1,826 per month

MINIMUM MONTHLY CHARGE

The Minimum Monthly Charge shall be the monthly fee stated in the above Table.

SURCHARGES AND RIDERS

Rider A - State Tax Adjustment Surcharge  
Rider B - Generation Supply Service  
Rider D - Storm Expense Rider  
Rider E - Energy Efficiency and Conservation Rider

PAYMENT TERMS

Late Payment Charges shall be billed in accordance with Section 13, Payment Terms, paragraph 13-f.

**RATE EV  
ELECTRIC VEHICLE SERVICES****TERMS AND CONDITIONS**

1. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the Customer.
3. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.
4. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
5. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.
6. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
7. Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

**AVAILABILITY OF CHARGING SERVICE**

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts the Company's fee structure for the vehicle charging service. EV charging is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other areas.

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at specific charging locations.

**TERMS AND CONDITIONS**

1. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
  - a. Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
  - b. EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.

**RATE EV  
ELECTRIC VEHICLE SERVICES**

2. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
3. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.
4. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.
5. By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.
6. All service and maintenance will be performed only during regular scheduled working hours of Company.

**PROPOSED TARIFF**

**UGI Electric Proposed Tariff No. 2S**

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**ELECTRIC GENERATION SUPPLIER  
COORDINATION TARIFF**

Issued: January 26, 2018

Effective for service rendered on  
and after March 27, 2018

Issued by:  
Paul J. Szykman  
Chief Regulatory Officer  
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**NOTICE**

THIS TARIFF MAKES CHANGES (C) TO EXISTING RULES (PAGE 2)

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**LIST OF CHANGES MADE BY THIS TARIFF**



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## TABLE OF CONTENTS

	<u>Page(s)</u>
List of Changes Made By This Tariff .....	2
Table of Contents .....	3
Definition of Terms and Explanation of Abbreviations .....	4 - 7
Rules and Regulations:	
1. The Tariff.....	8
2. Scope and Purpose of Tariff.....	9
3. Commencement of EDC/EGS Coordination .....	10 - 11
4. Coordination Obligations .....	12 - 14
5. Direct Access Procedures .....	15 - 18
6. Load Forecasting .....	19 - 21
7. Load and Capacity Scheduling.....	22
8. Monthly System Supply/Usage Reconciliation and Balancing .....	23
9. Utilization of Scheduling Coordinators.....	24
10. Meter Installation.....	25
11. Meter Reading and Metering Data.....	26
12. Payment and Billing .....	27 - 30
13. Confidentiality of Information .....	31
14. Withdrawal by EGS from Retail Service .....	32
15. EGS's Discontinuance of Customers.....	33
16. Liability .....	34
17. Breach of Coordination Obligations .....	35
18. Termination of Individual Coordination Agreement .....	36
19. Miscellaneous .....	37 - 38
Riders:	
1. Individual Coordination Agreement Rider .....	39 - 42
2. Scheduling Coordinator Designation Form .....	43 - 46

## DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

**Active Load Management** - the process for arranging to have firm load become interruptible in accordance with criteria established by the PJM OI.

**Appropriate Similar Day** - hourly forecasted load comparable based on week day, month, season, and weather.

**Bad Credit** - an EGS has bad credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices when they became due on two or more occasions within the last twelve billing cycles.

**Charge** - any fee or charge that is billable by the Company to an EGS under this Tariff, including any Coordination Services Charge.

**Competition Act** - the Electricity Generation Customer Choice and Competition Act, 66 Pa. C.S. §2801, et seq.

**Competitive Energy Supply** - unbundled energy and/or capacity provided by an Electric Generation Supplier.

**Coordination Activities** - all activities related to the provision of Coordination Services.

**Coordination Obligations** - all obligations identified in Rule 4 of the Tariff, relating to the provision of Coordination Services.

**Coordination Services** - those services that permit the type of interface and coordination between EGSs and the Company in connection with the delivery of Competitive Energy Supply to serve Customers located within the Company's service territory, including: load forecasting, certain scheduling-related functions and reconciliation

**Coordination Services Charges** - all Charges stated in this Tariff that are billed by the Company for Coordination Services performed hereunder.

**Coordinated Supplier** - an Electric Generation Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM OI.

## DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)

**Creditworthy** - a creditworthy EGS pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this Tariff or the Commission. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit.

**Customer** - any person, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in accordance with the Competition Act.

**Deliver** - to "Deliver" a document or other item under this Tariff shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

**Direct Access** - "Direct Access" shall have the meaning set forth in the Competition Act.

**EDC Tariff** - the Company's Electric Service Tariff, denominated Electric Pa. P.U.C. No. 5.

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

**Electric Generation Supplier or "EGS"** - a supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail customers within the Commonwealth of Pennsylvania in accordance with the Competition Act.

**EGS Representative** - any officer, director, employee, consultant, contractor, or other agent or representative of an EGS in connection with the EGS's activity solely as an EGS. To the extent an EGS is a division or group of a company, the term EGS Representative does not include any person in that company who is not part of the EGS division.

**EDEWG** - the Commission's Electronic Data Exchange Working Group.

**FERC** - the Federal Energy Regulatory Commission.

**Hourly or Sub-Hourly Metering Equipment** - metering equipment that supplies half-hourly readings of kW and power factor via remote communications, and not metering equipment from which half-hourly or hourly demand readings may be obtained through on-site querying of the metering equipment.

**Interest Index** - an annual interest rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year.

## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

**Kilowatt or kW** - unit of measurement of useful power equivalent to 1000 watts.

**Load Serving Entity or "LSE"** - an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users located within the PJM Control Area.

**Locational Marginal Price or "LMP"** - the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM Open Access Transmission Tariff.

**Megawatt or MW** - one thousand kilowatts.

**Meter Read Date** - the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company.

**Month** - a month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the customer's premises.

**Network Integration Transmission Service Reservation** - a reservation under the PJM Tariff of Network Integration Transmission Service, which allows a transmission customer to integrate and economically dispatch generation resources located at one or more points in the PJM Control Area to serve its Network load therein.

**Commission** - The Pennsylvania Public Utility Commission.

**The Company** - UGI Utilities, Inc. - Electric Division

**PJM** - the Pennsylvania-New Jersey-Maryland Interconnection.

**PJM Control Area** - that certain Control Area encompassing systems in Pennsylvania, New Jersey, Maryland, Delaware and the District of Columbia and which is recognized by the North American Electric Reliability Council as the "PJM Control Area."

**PJM InSchedule System** - software program administered by the PJM OI through which energy load schedules may be submitted., or any successor system.

**PJM OI** - the PJM Office of Interconnection, the system operator for the PJM Control Area.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

**PJM Tariff** - the PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

**PLR Service** - Provider of Last Resort Service.

**Scheduling Coordinator** - an entity that performs one or more of an EGS's Coordination Obligations, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection, L.L.C. or (2) is the agent, for scheduling purposes, of one or more Electric Generation Suppliers that are members of the PJM Interconnection, L.L.C.

**Tariff** - this Electric Generation Supplier Coordination Tariff.

## RULES AND REGULATIONS

### 1. THE TARIFF

- 1.1 Filing and Posting.** A copy of this Tariff, which comprises the Charges, Rules, and Regulations and Riders under which the Company will provide coordination Services to EGSs, is on file with the Commission and is posted and open to inspection at the offices of the Company.
- 1.2 Revisions.** This Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.
- 1.3 Application.** The Tariff provisions apply to all EGSs providing Competitive Energy Supply to Customers located in the Company's service territory including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an Individual Coordination Agreement as required herein. In addition, the Charges herein shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.4 Rules and Regulations.** The Rules and Regulations, filed as part of this Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities, unless specifically modified by a Charge or Rider provision. The obligation imposed by EGSs in the Rules and Regulations shall apply as well to everyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.5 Use of Riders.** The terms governing the supply of Coordination Services under this Tariff or a Charge therein may be modified or amended only by the application of those standard Riders, filed as part of this Tariff.
- 1.6 Statement by Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

## **RULES AND REGULATIONS (continued)**

### **2. SCOPE AND PURPOSE OF TARIFF**

- 2.1 Scope And Purpose Of Tariff.** This Tariff establishes rules for EGSs seeking to deliver competitive energy supply to Customers using the Company's electric distribution facilities.
- 2.2 Applicability of Terms to Scheduling Coordinators.** As used in this Tariff, the term EGS shall apply equally to a Scheduling Coordinator for an EGS's responsibilities and rights properly assigned to the Scheduling Coordinator by the EGS.
- 2.3 FERC Jurisdictional Matters.** The inclusion of FERC jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Commission. Further, to the extent anything stated herein conflicts or is inconsistent with any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, then such FERC rule, regulation, order or determination or provision of the Federal Power Act shall control. To the extent required under any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, the Company shall secure, from time to time, all orders, approvals and determinations from the FERC necessary to implement this Tariff.

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## RULES AND REGULATIONS (continued)

### 3. COMMENCEMENT OF EDC/EGS COORDINATION

- 3.1 Registration.** An EGS seeking to deliver competitive energy supply through the Company's electric distribution facilities must provide the Company with the following registration information in addition to signing a confidentiality agreement associated with the customer information available to an EGS through the Company's Internet Web page:
- (a) written evidence that the EGS or, to the extent applicable, its Scheduling Coordinator, is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection, L.L.C., or their successors, if any;
  - (b) the EGS's Pennsylvania sales tax identification number;
  - (c) an individual Coordination Agreement, as contained in a Rider hereto, fully executed by an authorized representative of the EGS and Scheduling Coordination Designation form, if applicable; and
  - (d) the name, mailing address, telephone number, fax number, and e-mail address of the EGS's contact person,
  - (e) evidence that the EGS is a Pennsylvania Commission licensed supplier; and,
  - (f) an Electronic Data Interchange (EDI) Trading Partner Agreement, fully executed by an authorized representative of the EGS; and,
  - (g) a Choice Supplier Profile form and a current W-9; and,
  - (h) a completed Trading Partner Worksheet; and,
  - (i) payment of applicable registration fee.
- 3.2 Incomplete Registrations.** In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service, as determined under 52 Pa. Code § 1.56, of the registration. An incomplete registration is not ripe for processing by the Company until it is completed by the EGS and provided to the Company.
- 3.3 Credit Check.** A registration for Coordination Services shall constitute authorization to the Company to conduct a background credit check on the EGS.
- 3.4 Processing of Registrations.** The Company shall complete the processing of each registration within ten (10) business days after the date of service of the registration, as determined under 52 Pa. Code § 1.56. The Company shall approve all completed registrations unless grounds for rejecting the registration, as defined below, exist.



## **RULES AND REGULATIONS (continued)**

### **3. COMMENCEMENT OF EDC/EGS COORDINATION**

**3.5 Rejection of Registrations.** The Company may reject any registration for any of the following reasons:

- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of services from the Company under this Tariff;
- (b) the EGS has failed to submit a corrected registration within thirty (30) calendar days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of written notice of the registration's deficiency; or
- (c) the EGS has not obtained a license from the Commission to provide electric generation services, or such license is suspended or revoked;
- (d) the EGS has failed to comply with credit requirements specified in Rule 12 of the Tariff.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 12.4.

**3.6 Offer of Conditional Acceptance of Registration.** Where grounds for rejection of a registration exist due to an EGS's outstanding and undisputed debts to the Company arising from its previous receipt of services under this Tariff, the Company may accept a registration conditionally if the EGS pays such debts before it receives service. If the EGS rejects the Company's offer of conditional acceptance under this Rule, then its registration will be deemed rejected.

**3.7 Rejection of Registration.** Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within ten (10) business days, explaining why the registration was rejected.

**3.8 Identification Numbers.** Upon its approval of a registration, the Company shall assign and provide to the EGS a Supplier ID and Password that will allow the EGS to gain access to pertinent customer information available on the Company's Internet Web Site.

**3.9 Commencement of Coordination Services.** Coordination services shall commence within fifteen (15) days after the Company's acceptance of an EGS's registration for Coordination Services provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions required under Rule 3.6 have been satisfied by the EGS.

## **RULES AND REGULATIONS (continued)**

### **4. COORDINATION OBLIGATIONS**

- 4.1 Provision of Coordination Services.** The Company shall provide all coordination services, as provided herein, necessary for the delivery of an EGS's energy and/or capacity to serve retail access load located within the Company's service territory.
- 4.2 Timeliness and Due Diligence.** EGSs shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate Direct Access.
- 4.3 Duty of Cooperation.** The Company and each EGS shall cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff and the Competition Act.
- 4.4 State Licensing.** An EGS must have and maintain in good standing a license from the Commission as an authorized EGS.
- 4.5 Energy Procurement.** An EGS must make all necessary arrangements for obtaining Competitive Energy Supply in a quantity sufficient to serve its Customers.
- 4.6 PJM Services and Obligations.** An EGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, an EGS must satisfy all obligations which are imposed on LSEs in the PJM Control Area.
- 4.7 Energy Scheduling.** An EGS must make all necessary arrangements for scheduling the delivery of energy through the PJM OI.
- 4.8 Reliability Requirements.** An EGS shall satisfy those reliability requirements issued by the Commission, or any other governing reliability council with authority over the EGS, that apply to EGSs.
- 4.9 Determination of Load and Location.** The Company and EGS shall coordinate with the PJM OI to determine the magnitude and location of the EGS's actual or projected load, as required by the PJM OI, for the purpose of calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.
- 4.10 Supply of Data.** An EGS and the Company shall supply to the other all readily available data, materials or other information specified in this Tariff, or otherwise reasonably required by the EGS or Company in connection with the provision of services, in a thorough and timely manner.

## **RULES AND REGULATIONS (continued)**

### **4. COORDINATION OBLIGATIONS**

- 4.11 Communication Requirements.** An EGS must be equipped with the communication capabilities that will allow it to meet the electronic data exchange standards established by the Commission's Electronic Data Exchange Working Group in their report entitled "Electronic Data Exchange Standards for Electric Deregulation in the Commonwealth of Pennsylvania" and any subsequent Commission approved revisions to this report or other Commission orders.
- 4.12 Record Retention.** An EGS and the Company shall comply with all applicable laws and Pa. PUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the Pa. PUC's regulations.
- 4.13 Payment Obligation.** The Company's provision of service to an EGS is contingent upon the EGS's payment of all charges provided for in this Tariff.
- 4.14 Data Exchange.**
- (a) The Company shall make available to an EGS the information regarding that EGS's Customers via EDI transactions. These transactions will conform to specific standards set forth in the Revised Plan. The Revised Plan was developed by the Electronic Data Exchange Working Group ("EDEWG") that is formally recognized and authorized to maintain such Plan by the Commission.
  - (b) An EGS must notify its Customers that by signing up for competitive energy supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer.
  - (c) Nothing in this Rule shall prohibit the Company from making available to EGSs other electronic data, in formats chosen by the Company. The Company will not change the file formats of the electronic data made available under this Rule without first providing via Internet electronic mail and posting on its web site at least seven (7) days' notice of such change. The Company will make a good faith effort to provide a greater period of notice when warranted.
  - (d) If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply, the Company will only provide such information if the EGS provides to the Company a copy of written documentation indicating that the Customer has authorized the release of Customer information to the EGS.

## **RULES AND REGULATIONS (continued)**

### 4. COORDINATION OBLIGATIONS

**4.15 Codes of Conduct.** Prior to the Commission's adoption of a generic Code of Conduct the Code of Conduct contained in the Company's Settlement Appendix B are incorporated herein by reference.

**4.16 Standards of Conduct and Disclosure for Licensed EGSs.** The Commission's Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

## RULES AND REGULATIONS (continued)

### 5. DIRECT ACCESS PROCEDURES

**5.1 Customer Enrollment.** The selection of Customers eligible to obtain Competitive Energy Supply shall occur in accordance with the Commission's applicable Orders and Regulations.

- (a) Provision of Customer Lists - The Company shall provide to all properly registered EGSs a complete list of all Customer information in electronic format via the Company's website. Said list shall be provided electronically, without charge, to registered EGSs on a monthly basis. Said list shall include, at a minimum, the information outlined in Rule 5.1(b).
- (b) Data Exchange
  - (1) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1(a) shall contain, at a minimum, the following information about Customers that have consented to the release of Customer information:
    - (i) Account number
    - (ii) Customer Name
    - (iii) Service Address
    - (iv) Mailing Address
    - (v) Telephone Number (if authorized by Customer)
    - (vi) Meter Reading Cycle
    - (vii) Rate Code
    - (viii) Strata - Profile Group (if applicable)
    - (ix) Registered Peak Demand (if available and authorized by Customer)
    - (x) 12 Month's Historic Usage Data and the number of months represented by this total (if authorized by Customer)
    - (xi) Eligibility Date
  - (2) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1(a) above, shall contain the following information about Customers that have restricted the release of load data.
    - (i) Name, address, and Company Account Number
    - (ii) Rate Class
  - (3) Customers who restrict the release of all of their account information shall not be included in the above described Customer list.

## **RULES AND REGULATIONS (continued)**

### **5. DIRECT ACCESS PROCEDURES**

(c) Record of Customer Consent - An EGS that enrolls a Customer in accordance with Rule 5.1(a) of this Tariff must ask the Customer whether the Customer consents to the disclosure, to all EGSs by the Company, of confidential Customer specific information (i.e. telephone number and usage data). The EGS must retain a record indicating that the Customer was made aware of this disclosure. If the record is in an electronic form the EGS must be able to print or otherwise reproduce the record.

### **5.2 Switching Among EGSs or an Initial Selection of an EGS**

- (a) If a Customer contacts a new EGS to request a change of EGSs and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.1(c). It is the EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.
- (b) The Customer's new EGS shall submit the Customer's information to the Company electronically. This file's form and content shall comply with the data exchange standards established by the EDEWG and approved by the Commission. The Company shall confirm receipt of the file upon receiving it from the EGS. Within one (1) business days of receipt of the electronic file the Company will validate the records contained in the file and will provide an electronic validation including the number of records received and the reasons for any rejections. Such validation shall be prepared in accordance with the data exchange standards established by the EDEWG and approved by the Commission, and shall include appropriate control totals such as the number of records received and the reason(s) for any rejections. Such validation shall also include information an EGS can use to identify rejected records.
- (c) The Company will send the Customer a confirmation letter before the end of the next business day after the Company's receipt of valid notification of a Customer switch from the new EGS notifying the Customer of the switch. The selection will be effective 3 business days after the enrollment request is processed.

## **RULES AND REGULATIONS (continued)**

### **5. DIRECT ACCESS PROCEDURES**

- (d) Once the preceding process is complete, the Company will notify the Customer's prior EGS electronically of the discontinuance of service by the Customer and the date of discontinuance of service. Such electronic notification shall be provided in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

#### **5.3 Customer Switching Back to the Company from an EGS**

If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default PLR Service, the request will be effective 3 business days after the customer's request is processed and the Company as the Provider-of-Last Resort will become the supplier of record for delivery. The Company will send the Customer a confirmation letter before the end of the next business day confirming the customer's choice to return to Default PLR Service. Once the preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

#### **5.4 Customer Relocations**

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location. If relocating within the Company's service territory, the Company will seamlessly move the current EGS to the new location if all qualifications are met in accordance with PUC Order M-2014-2401126.

(b) If a Customer contacts the Company to discontinue electric service and indicates that they will be relocating outside of the Company's service territory the Company will notify the Customer's current EGS of the discontinuance in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

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**RULES AND REGULATIONS (continued)**

**5. DIRECT ACCESS PROCEDURES**

**5.5 Provisions Relating to an EGS's Customers**

- (a) Arrangements with EGS Customers - EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, Commission requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
- (b) Transfer of Cost Obligations Between EGSs and Customers - Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS.

**5.6 Standard Offer Customer Referral Program (“SO Program”)**

- (a) Under the Company's SO Program, participating EGSs agree to offer residential or small commercial customers a 7% discount off of the then current PTC for a twelve (12) month period.
- (b) The Company shall transfer customers who express an interest in the SO Program to each participating EGS in a fair and impartial manner. Each participating EGS is responsible for enrolling customers who wish to participate in the SO Program. Participating EGSs shall reimburse the Company for the costs to operate the program of \$10,000 per month. This charge shall be divided equally based on the number of participating EGSs each month.



## RULES AND REGULATIONS (continued)

### 6. LOAD FORECASTING

**6.1 Customer Load Forecasting.** The Company, in conjunction with an EGS, shall perform a Customer load forecasting process for each EGS's load requirements which shall estimate an EGS's anticipated aggregate hourly Customer load. The aggregate hourly load forecast shall define the hourly energy requirements for an EGS. Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

**6.2 Forecasting Methodology.**

- (a) Customer Forecasts - For each EGS, the Company shall provide hourly load forecasts, for their monthly metered Customers as well as their Customers with Hourly or Sub-Hourly Metering Equipment.

The Company shall develop and maintain, based on load survey data, load forecasting categories corresponding to various Company Customer Groups. The average load curves for these Customer Groups shall be the basis for preparing the aggregate hourly load forecasts for the EGS's monthly metered Customers.

- (b) Typical Load Curve Data - The Company will make available to EGSs the average hourly load survey data for each monthly metered survey group. This information will be available on an on-going basis for an EGS to download from the Company's web-site.
- (c) Update to Typical Load Curve Data - The Company shall review annually its methodology, algorithms and load forecasting results and shall perform additional load studies to update the load curve data as required.
- (d) Daily Forecasting Process
- (1) Business Days and Scheduling Window - A daily forecast shall be performed for each business day. A business day is a weekday excepting Company holidays. The daily forecasting process shall be performed for each business day for a scheduling window consisting of all following days through the next business day.

For example, the forecasting process shall be performed for Monday through Thursday (except holidays) for a scheduling window that covers the following day (midnight to midnight). If the following day is a holiday, then the scheduling window shall include the holiday and be extended to

## **RULES AND REGULATIONS (continued)**

### **6. LOAD FORECASTING**

include the first business day following the holiday. Similarly, the forecasting process shall be performed on Friday for a scheduling window consisting of the following Saturday, Sunday, and Monday. If the Monday is a holiday, then the scheduling window shall include the holiday and extend through the first business day following the holiday.

- (2) Process Description for Forecasting - The Company will calculate each EGS's load forecast for each monthly metered Customer Group and strata by multiplying the weather-adjusted load curve for the appropriate day type by the number of an EGS's Customers (including Customers of any Coordinated Suppliers that have a designated EGS as their Scheduling Coordinator) in that Customer Group and strata. Added to this total, for each EGS, will be the forecast for each of that EGSs hourly or sub-hourly metered customers. The resulting hourly totals will be adjusted upward by 6.5% to cover line losses. This forecast will be the basis for the Company's daily posting to the PJM InSchedule as described in Rule 7.4.

### **6.3 Split Load Service**

- (a) Partial Service by the Company Prohibited - Except as provided in Section 6.3 (b) Customer purchasing Competitive Energy Supply from an EGS may not simultaneously purchase energy or capacity from the Company.
- (b) Purchase of Energy and Capacity from More than One EGS
  - (1) General Rule - Customers may choose to be supplied with Competitive Energy Supply from more than one EGS ("Split Load Service"). Customers or their EGSs will be responsible to the Company for any additional costs the Company incurs that result from a Customer obtaining Split Load Service. When one or more of the EGSs serving the Customer fails to fulfill its obligation to provide Competitive Energy Supply, the Customer shall receive generation and transmission service for such load from the Company. However, in order for the Customer to continue to receive service from the Customer's other supplying EGSs, the Customer must arrange for a replacement for the non-supplying EGSs by the end of the second full billing cycle after the Customer receives notice of the failure to supply. If, by that time, the Customer has not replaced the non-supplying EGSs, the Customer must either discontinue receiving service from the Company or receive service from the Company for all of its load.

## **RULES AND REGULATIONS (continued)**

### **6. LOAD FORECASTING**

- (2) Nature of Split Load Service - Split Load Service will be available starting with the first full billing cycle in the year 2000. Only Customers served under Company Rate Schedules LP and HTP shall be eligible for Split Load Service. A Customer who receives Split Load Service must have a lead EGS that will act as a Scheduling Coordinator, as defined herein, for the other EGSs serving the Customer.

## **RULES AND REGULATIONS (continued)**

### **7. LOAD AND CAPACITY SCHEDULING**

- 7.1 Net Load Schedules.** Subject to the provisions of Section 7.2, the net load schedule for an EGS shall be equal to the aggregate forecast value for all of the monthly metered and hourly metered Customers of that EGS and any Coordinated Suppliers that have designated the EGS as their Scheduling Coordinator adjusted by 6.5% to cover line losses.
- 7.2 Rounding to Whole Megawatts.** So long as the PJM OI or its successor requires the scheduling and delivery of power in increments ("Increment") greater than those measured by those used to measure Customer usage, the Company shall round the aggregate forecast value for each hour to the nearest whole Increment a whole MW value for load scheduling purposes.
- 7.3 Installed Capacity Schedules.** The Company shall upload any information required by PJM to calculate the installed capacity obligation of each EGS according to PJM requirements.
- 7.4 Daily Load Scheduling Process.**
- (a) Uploading Schedules - The Company shall upload the load schedule for the scheduling window to PJM by 9 AM Eastern Prevailing Time on each business day using the PJM InSchedule System according to PJM requirements. The schedule uploaded by the Company shall serve as the default schedule, and said default schedule shall be binding on that EGS as if it had confirmed it as is.

## RULES AND REGULATIONS (continued)

### 8. MONTHLY SYSTEM SUPPLY/USAGE RECONCILIATION AND BALANCING

- 8.1 General Description.** Reconciliation service accounts for mismatches between an EGS's load schedule (with PJM approved load schedule changes) for serving its Customers and the energy that was actually used by those Customers. This service differs from Energy Imbalance Service - a related service performed exclusively by the PJM OI under the PJM Tariff - in that the latter accounts for differences between an EGS's scheduled energy obligation and the quantity of energy actually delivered by the EGS. The calculation of reconciliation quantities shall occur after the monthly reading of a Customer's meter. The energy is reconciled on a two (2) month lag.
- 8.2 Billing.** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities, and to bill and/or credit EGSs or Scheduling Coordinators at an hourly price through the PJM grid accounting system.
- 8.3 Company's Role.** The Company shall assist PJM in accounting for reconciliation quantities by (1) collecting or calculating all hourly customer usage data for those Customers being served by an EGS; (2) determining hourly aggregate reconciliation quantities for each EGS or Scheduling Coordinator; and (3) submitting the reconciliation quantities to PJM OI.
- 8.4 Monthly Reconciliation.** The reconciliation calculations shall be completed and filed with PJM by the 60th day after a calendar month.

The reconciliation calculation will be performed as follows:

- Step 1: On the completion of the meter reads for the month, a monthly metered Customer's actual usage for the month shall be used to adjust the Customer's corresponding load profile curve to reflect the Customer's monthly kWh metered usage. Each hour's consumption shall then be increased by a loss factor of 6.5%, to determine the Customer's gross usage by hour for the calendar month. Each hourly metered Customer's data shall also be multiplied by a 6.5% loss factor to determine gross hourly usage.
- Step 2: The Company will gross usage up at the EGS level.
- Step 3: The hourly reconciliation quantity shall then be determined by subtracting the EGS's total hourly load from the scheduled hourly load from the PJM InSchedule.
- Step 4: The results shall then be submitted to PJM for billing.

## **RULES AND REGULATIONS (continued)**

### **9. UTILIZATION OF SCHEDULING COORDINATORS**

- 9.1 Participation Through a Scheduling Coordinator.** If an EGS chooses not to interact directly with PJM for scheduling purposes, an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or other person that shall act as a Scheduling Coordinator. A Coordinated Supplier may enter into this business arrangement with a Scheduling Coordinator(s) for an individual service such as load scheduling, or for a variety of services encompassing installed capacity, import capability, load scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.
- 9.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, an EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, executed fully by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.
- 9.3 Change in or Termination of Scheduling Coordinator.** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing, and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.
- 9.4 Load Scheduling through a Scheduling Coordinator.** Coordinated Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Suppliers.
- 9.5 Primary Obligations of a Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every EGS remains primarily responsible for fully satisfying the requirements of this Tariff.

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**RULES AND REGULATIONS (continued)**

10. METER INSTALLATION

**10.1 Meters Supplied by Company.** The Company shall furnish, install, maintain and own the meter, transformer or transformers, required for measurement of the service supplied.

**10.2 Capacity of Company's Meters.** The meters, transformers, service connections and equipment supplied by the Company for each Customer have a definite load capacity and no additions to the equipment or load connected thereto will be allowed except by the consent of the Company.

**10.3 Right to Remove Company's Equipment.** All meters, transformers or other equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

## **RULES AND REGULATIONS (continued)**

### **11. METER READING AND METERING DATA**

**11.1 Meter Reading Schedule.** The Company's annual meter reading schedule shall be posted to its web site. The Company currently provides that each electric meter in the Company's service territory shall be read by a Company meter reader on a revolving 21-day work cycle.

**11.2 Estimated Meter Readings.** Nothing in Rule 11.1 prohibits the Company from estimating a Customer's monthly electric consumption. Such estimates are calculated using historic customer usage data along with applicable weather information when appropriate.

**11.3 EGS Requested Meter Readings.** An EGS may request that the Company obtain an actual meter reading when the Company has estimated a Customer's monthly electric consumption. An EGS may also request the Company re-read a Customer's meter to verify a previously provided meter reading. Requests to obtain an actual meter reading or to re-read a Customer's meter will be scheduled, as time permits, by the Company. The EGS will be assessed a charge of \$28 per meter reading attempt if the reading(s) is obtained during normal working hours. Normal working hours are defined as 8 AM through 5:00 PM Monday through Friday, excluding Company holidays. If the EGS requests the Company to obtain this meter reading outside of normal working hours, the EGS shall be assessed a charge of \$108 per meter reading attempt.

**11.4 Customer Usage Information/Load Data.** The Company shall fulfill, with Customer consent only, a request for Customer usage information or load data that is readily available on its customer information system once per year at no charge. The information provided will be limited to the most recent 12-month period. The Company will, however, provide additional available Customer load data, with the Customer's consent, at a charge of \$3.58 per customer per month of data provided.



## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

**12.1 Customer Billing by the Company.** All EGS charges to Customers, billed by the Company, shall be billed in accordance with applicable Commission Orders including, the Commission's Final Rulemaking Order at Docket No. L-00970126 (Customer Information Disclosure for Electricity Providers), and the following provisions:

- (a) Company Billing for the EGS - The Company shall offer billing service to those EGSs who provide the Company with their rate plans. EGSs opting not to provide their rate information to the Company shall bill their Customers directly for the services they provide.

The Company shall bill rate plans offered by the EGS which are based on fixed and variable charges similar to those the Company employs for billing distribution service and default provider of last resort services. The Company shall have the sole discretion over whether or not it can bill an EGS rate plan.

- (b) Billing Files - In those cases where the Company is billing for an EGS, it shall electronically transmit to the EGS the Customer's meter reading and billing information, once the account has been billed. This transmittal will be formatted and contain data in accordance with the data exchange standards established by the EDEWG, and approved by the Commission. If the Company is not billing for an EGS it shall electronically transmit to the EGS the meter indexes and related information of its Customers on a schedule consistent with the Company's normal Customer meter reading and billing process schedule.
- (c) Sales Tax Exemption - The EGS for whom the Company is billing must provide the applicable sales tax exemption percentage to the Company via EDI. The Company shall use the sales tax exemption percentage provided by the EGS for billing the EGS's charges. The EGS is responsible for holding appropriate exemption certificates and is liable for the collection and remittance of sales tax on the EGS's charges.

## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

#### **12.2 Application of Customer Payments Received by the Company when the Company is Billing for EGS Services.**

- (a) Customer had an Unpaid Balance with the Company Prior to Taking Competitive Energy Supply - The Company shall apply payments made by such Customers in the following manner: (1) outstanding amount or the installment amount for a payment agreement on the outstanding amount; (2) competitive transition charge; (3) distribution charges; (4) EGS charges (generation and transmission); and, (5) non-basic service charges.

If a Customer's account develops a further unpaid balance after they begin taking Competitive Energy Supply, the Company shall first apply partial payments to the unpaid balance the Customer had with the Company prior to taking Competitive Energy Supply, before they are applied to the new unpaid balance. Any such payments shall be applied to the prior unpaid balance in accordance with the terms of any applicable payment agreement.

- (b) Customer had No Unpaid Balance Prior to Taking Competitive Energy Supply but Develops an Arrearage After They Started Taking Such Service - The Company shall apply payments made by these Customers in the following manner : (1) balance due for prior competitive transition charge as well as distribution charges; (2) current period competitive transition charges; (3) current period distribution charges; (4) balance due for prior EGS charges (generation and transmission); (5) current period EGS charges (generation and transmission); and, (6) non-basic service charges.

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## RULES AND REGULATIONS (continued)

### 12. PAYMENT AND BILLING

**12.3 EGS Payment of Obligations to the Company.** An EGS shall pay all Coordination Services Charges or any other Charges it incurs hereunder in accordance with the following provisions:

- (a) Billing Procedure - Each month, the Company shall submit an invoice to the EGS for all Coordination Services Charges provided under this Tariff. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.
- (b) Manner of Payment - The EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that an EGS that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation.
- (c) Late Fee for Unpaid Balances - If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance.
- (d) Billing Dispute - In the event of a billing dispute between the Company and the EGS, the Company shall continue to provide service pursuant to the Individual Coordination Agreement and the Tariff as long as the EGS continues to make all payments not in dispute.

**12.4 Billing for Supplier Obligations to Other Parties.** The Company shall assume no responsibility for billing between an EGS and PJM, an EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

**12.5 Guarantee of Payments.** Before the Company will render service or continue to render service, the Company may require an applicant for Coordination Service or an EGS currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company shall hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. In addition, the Company may require an EGS to post a deposit at any time if the Company determines that the EGS is no longer creditworthy or has Bad Credit.

## **RULES AND REGULATIONS (continued)**

### 12. PAYMENT AND BILLING

**12.6 Amount of Deposits.** The deposit shall be equal to the value of Coordination Services Charges the Company projects the EGS will incur during the next two billing periods based on that EGS's forecasted load obligation.

**12.7 Return of Deposits.** Deposits secured from an EGS shall either be applied with interest to the EGS's account or returned to the EGS with interest when the EGS becomes creditworthy. In cases of discontinuance or termination of service, deposits shall be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

**12.8 Interest on Deposits.** Simple interest on cash deposits shall be calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

## **RULES AND REGULATIONS (continued)**

### **13. CONFIDENTIALITY OF INFORMATION**

**13.1 Generally.** All confidential or proprietary information made available by the Company to an EGS in connection with the provision of Coordination Services, including but not limited to load curve data, and information regarding the business processes of the Company and the computer and communication systems owned or leased by the Company, shall be used only for purposes of receiving Coordination Services and/or providing Competitive Energy Supply to Customers in the Company's service territory.

**13.2 Customer Information.** The EGS shall keep all Customer-specific information supplied by the Company confidential unless the EGS has the Customer's written authorization to do otherwise.

## **RULES AND REGULATIONS (continued)**

### **14. WITHDRAWAL BY EGS FROM RETAIL SERVICE**

**14.1 Notice of Withdrawal to the Company.** An EGS shall provide notice to the Company, in a form specified by the Company, of withdrawal by the EGS from retail service in a manner consistent with the Commission's Rulings at Docket No. 00960890F.0013, and any subsequent applicable Commission rulings.

**14.2 Notice to Customers.** An EGS shall provide notice to its Customers of withdrawal by the EGS from retail service in accordance with the Commission's Rulings at Docket No. 00960890F.0013, and any subsequent applicable Commission rulings.

**14.3 Costs of Noncompliance.** An EGS that withdraws from retail service and fails to provide at least ninety (90) days written notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- (a) mailings by the Company to the EGS's Customers to inform them of the withdrawal and their options;
- (b) non-standard/manual bill calculation and production performed by the Company;
- (c) EGS data transfer responsibilities that must be performed by the Company; and,
- (d) charges or penalties imposed on the Company by PJM or other third parties resulting from EGS non-performance.

## **RULES AND REGULATIONS (continued)**

### **15. EGS's DISCONTINUANCE OF CUSTOMERS**

**15.1 Notice of Discontinuance to the Company.** An EGS shall provide electronic notice to the Company of all intended discontinuances of service to Customers in a manner consistent with the data exchange standards established by the EDEWG and approved by the Commission.

**15.2 Notice to Customers.** An EGS shall provide a minimum of thirty (30) days advance notice to any customer it intends to stop serving in a manner consistent with the Commission's Rulings at Docket No. 00960890F.0013, and any subsequent applicable Commission rulings. It will be the EGS's responsibility to provide notice to the Customer of its intention to discontinue service in accordance with the EGS's contractual obligation with the Customer.

**15.3 Effective Date of Discontinuance.** Any discontinuance will be effective on a meter read date and in accordance with the EGS switching rules in this Tariff and the Company's EDC Tariff.

## **RULES AND REGULATIONS (continued)**

### 16. LIABILITY

**16.1 General Limitation on Liability.** The Company shall have no duty or liability with respect to electric energy or capacity before it is delivered by an EGS to a point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

**16.2 Limitation On Liability For Service Interruptions And Variations.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

**16.3 Additional Limitations On Liability In Connection With Direct Access.** Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to an EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between an EGS and a Customer of the EGS.

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

**16.4 Company's Indemnification of EGS.** Subject to Rule 16.2, in the event the Company is not able to render continuous, regular, and uninterrupted supply of service due to interruption or service limitations not caused by the EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.



## **RULES AND REGULATIONS (continued)**

### **17. BREACH OF COORDINATION OBLIGATIONS**

**17.1 Breach of Obligations.** The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Individual Coordination Agreement and this Tariff upon its failure to observe any material term or condition of this Tariff, including any rule and regulation, charge or rider thereof.

**17.2 Events of Breach.** A material breach of Coordination Obligations hereunder, as described in Rule 17.1, shall include, but is not limited to, the following:

- (a) a breach of any rule or regulation of the Tariff;
- (b) an EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the Commission;
- (c) the involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property, or a petition to declare bankruptcy so as to reorganize the EGS; or,
- (d) an EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

**17.3 Cure and Default.** If either the Company or an EGS materially breaches any of its Coordination Obligations (hereinafter the "Breaching Party"), the other party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

**17.4 Rights Upon Default.** Notwithstanding anything stated herein, upon the occurrence of any Default, the party not in Default shall be entitled to (i) commence an action to require the party in Default to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (ii) exercise such other rights and remedies as it may have in equity or at law.

## **RULES AND REGULATIONS (continued)**

### **18. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT**

**18.1 Termination.** An Individual Coordination Agreement shall or may be terminated as follows:

- (a) Withdrawal of the EGS from Retail Service - In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's service territory, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active Customers.
- (b) The Company's Termination Rights Upon Default by EGS - In the event of a Default by the EGS, the Company may terminate the Individual Coordination Agreement between the EGS and the Company by providing written notice to the EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.

**18.2 Effect of Termination.** Termination of Individual Coordination Agreements will have the same effect on an EGS's Customers as the EGS's discontinuance of supply to such Customers described in Rule 14 of the Company's Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive service from a provider of last resort pending its selection of another EGS.

**18.3 Survival of Obligations.** Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or an EGS of any obligation accrued or accruing prior to such termination.

## **RULES AND REGULATIONS (continued)**

### 19. MISCELLANEOUS

**19.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Individual Coordination Agreement. If given by electronic transmission (including fax or E-mail), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and an EGS may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

**19.2 No Prejudice of Rights.** The failure by either the Company or the EGS to enforce any of the terms of this Tariff or any Individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.

**19.3 Gratuities to Employees.** The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

#### **19.4 Assignment.**

- (a) An Individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (a) any necessary regulatory approval and (b) the consent of the other party, which consent shall not be unreasonably withheld.
- (b) Any assignment occurring in accordance with Rule 19.4(a) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Individual Coordination Agreement.

**19.5 Governing Law.** To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Individual Coordination Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff or any Individual Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

## **RULES AND REGULATIONS (continued)**

### 19. MISCELLANEOUS

If at any time during the term of the Tariff or any Individual Coordination Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Agreement are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

## RIDERS

### INDIVIDUAL COORDINATION AGREEMENT RIDER

- 1.0 This Individual Coordination Agreement ("Agreement"), dated as of \_\_\_\_\_ is entered into, by and between UGI Utilities, Inc. - Electric Division (the "Company") and \_\_\_\_\_ ("EGS").
- 2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff ("EGS Coordination Tariff"), including but not limited to load forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and
  - (ii) The EGS is licensed by the Commission to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other Commission requirements applicable to EGSs.

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

- (b) The Company and the EGS, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
- (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
  - (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

6.0 Coordination Services between the Company and the EGS will commence on \_\_\_\_\_  
\_\_\_\_\_.

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

UGI Utilities, Inc. - Electric Division  
2525 N. 12<sup>th</sup> Street, Suite 360  
P. O. Box 12677  
Reading, PA 19612-2677

Attention: Manager, Tariff & Supplier Administration

E-Mail: EDI-ELECTRIC@UGI.COM

To the EGS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

8.0 The EGS Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Coordination Tariff.

IN WITNESS WHEREOF, and intending to be legally bound thereby, UGI Utilities, Inc. - Electric Division and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

**UGI Utilities, Inc. - Electric Division:**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
EGS NAME:

By: \_\_\_\_\_  
Name Title Date



**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

1.0 This Scheduling Coordinator Designation Form, dated \_\_\_\_\_, is being submitted to UGI Utilities, Inc. - Electric Division (the "Company") by the following Electric Generation Supplier ("EGS"):

2.0 By submitting this form, the EGS hereby notifies the Company that it has appointed the following entity to act as its Scheduling Coordinator in accordance with Rule 9 of the Company's Electric Generation Supplier Coordination Tariff (the "EGS Coordination Tariff"):

3.0. The EGS further notifies the Company that it is designating the person identified in the preceding paragraph as its Scheduling Coordinator for the specific purpose(s) (please check and/or fill in):

- Load Scheduling
- Installed Capacity Obligations
- Import Capability
- Reconciliation Rights and Responsibilities
- Other: \_\_\_\_\_

4.0. The Company may utilize the Scheduling Coordinator as the sole point of contact with the EGS in connection with the Company's provision of Coordination Services to the EGS. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically delegated to said Scheduling Coordinator in this Form.

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

- 5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges attributable to the EGS and that the Scheduling Coordinator will pay the Company such charges on behalf of the EGS in accordance with the terms and conditions in the EGS Coordination Tariff.
  
- 6.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Coordination Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
  
- 7.0 All inquiries, communications or notices relating to the EGS's use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the EGS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

To the Scheduling Coordinator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

8.0 The EGS Coordination Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the EGS Coordination Tariff.

9.0 The EGS has executed this designation form below by its duly authorized representative as follows:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

10.0 The EGS has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

**Acknowledgment and Consent**

Intending to be legally bound thereby, the duly authorized representative of above-designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the EGS, including the terms and conditions of the EGS Coordination Tariff which is incorporated therein by reference.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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