

**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 – CURRENT TARIFFS**

**ORIGINAL TARIFFS**

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

**PA P.U.C. NOS. 5 & 1S**

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

**Issued: January 26, 2018**

**Effective: March 27, 2018**

**UGI ELECTRIC EXHIBIT F – CURRENT TARIFF**  
**ELECTRIC SERVICE TARIFF - PA P.U.C. NO. 5**

UGI UTILITIES, INC.  
ELECTRIC DIVISION  
ELECTRIC SERVICE TARIFF

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: November 30, 2017

Effective: December 1, 2017

BY: Paul J. Szykman  
Chief Regulatory Officer  
2525 North 12<sup>th</sup> Street, Suite 360  
Post Office Box 12677  
Reading, Pennsylvania 19612-2677

Issued in accordance with the  
Order entered December 4, 2008  
at Docket No. P-2008-2066579.

---

# NOTICE

THIS TARIFF MAKES INCREASES TO EXISTING RATES (PAGE 2)

UGI UTILITIES, INC.  
ELECTRIC DIVISION

Supplement No. 181  
Electric – Pa. PUC No. 5  
One Hundred and Seventy-Eighth Revised Page No. 2  
Canceling One Hundred and Seventy-Seventh Revised Page No. 2

**LIST OF CHANGES MADE BY THIS TARIFF**

**RULE 31 – CUSTOMER ASSISTANCE PROGRAM (CAP) CHARGE RIDER – PAGE 43H:**

- The CAP Charge is increased.

UGI UTILITIES, INC.  
ELECTRIC DIVISION

Supplement No. 167  
Electric – Pa. PUC No. 5  
Second Revised Page No. 3  
Canceling First Revised Page No. 3

**LIST OF CHANGES MADE BY THIS TARIFF**

(THIS PAGE INTENTIONALLY LEFT BLANK)

Issued: October 13, 2016

Effective: December 12, 2016

**TABLE OF CONTENTS**

Page	Number
Tariff Title and Description of Territory (Front Cover) .....	1
List of Changes Made by this Tariff .....	2-3
Table of Contents .....	4-5
<b>Rules and Regulations:</b>	
1. General .....	6
2. Application and Contract for Service .....	7-7A
3. Guarantee of Payment .....	8-8A
4. Customer's Installation .....	9
5. Service and Supply System Extensions .....	10-12
6. Meter Installation .....	13
7. Meter Errors and Tests .....	14
8. Maintenance of Service by Company .....	15
9. Customer's Use of Service .....	16-17
10. Defects in Customer's Installation .....	18
11. Right-of-Way and Access to Premises .....	19
12. Tampering with Company's Property .....	20
13. Payment Terms .....	21-21A
14. Termination or Disconnection by Company .....	22
15. Discontinuance of Service by Customer .....	23
16. Administration of Rates .....	24
17. State Tax Surcharge .....	25
18. Net Metering .....	26, 26A–26B
19. Underground Electric Service in New Residential Developments .....	27-29
20. Emergency Load Control .....	30
21. Emergency Energy Conservation .....	31
22. Effective Insulation Requirements .....	32
23. Supplemental Use of Renewable Energy Sources .....	33
24. Power Factor Charge .....	34
25. Customer Co-Generation .....	35-39
26. Pole Removal and Relocation Charges .....	40
27. Customer Change of Electric Generation Supplier .....	41–42
28. Schedule of Miscellaneous Fees and Charges .....	43
29. Generation Supply Service On and After June 1, 2017.....	43A–43C
29A. Pages Intentionally Left Blank.....	43D–43E
30. Education Charge Rider.....	43F–43G
31. Customer Assistance Program (CAP) Charge Rider .....	43H
32. This Page Intentionally Left Blank.....	43I
33. Customer Change of Electric Generation Supplier On or After January 1, 2010 .....	43J-43K
34. Pages Intentionally Left Blank .....	43L-43O
35. Page Intentionally Left Blank .....	43P
36. Pages Intentionally Left Blank .....	43Q-43V
37. Energy Efficiency and Conservation Rider .....	43W-43X
37.A Phase II Energy Efficiency and Conservation Rider.....	43Y-43Z
Rate Schedule R - Residence Service .....	44
Rate Schedule RRS – Residential Renewable Service .....	44A–44B
Rate Schedule RWT - Residential Service Water/Space Heating .....	45-46
Rate Schedule RTU - Residential Time-of-Use Service .....	47–49
Rate Schedule RRTU – Residential Renewable Time-of-Use Service .....	49A–49C
Rate Schedule OL - Outdoor Lighting Service.....	50–51A

(C)

(C) Indicates Change

**TABLE OF CONTENTS (Continued)**

	Page Number	Rate	
Rate Schedule SOL - Sodium Outdoor Lighting Service .....	52-53		
Rate Schedule MHOL - Metal Halide Outdoor Lighting Service .....	53A-53C		
Rate Schedule LED-OL – Light-Emitting Diode Outdoor Lighting Service .....	53D-53E		(C)
Rate Schedule CWH - Controlled Off-Peak Service for Water Heating .....	54-55		
Rate Schedule GS-1 - General Service .....	56-58		
Rate Schedule GS-4 - General Service (5kw minimum) .....	59	62	
Rate Schedule GS-5 - General Service .....	63-64		
Rate Schedule TE - Non-Residential Service Total Electric (R) .....	65-66		
Rate Schedule GLP - General Lighting and Power Service (R) .....	67-71		
Rate Schedule LP - Large Power Service .....	72-75		
Rate Schedule HTP - High Tension Power Service .....	76-78		
Rate Schedule SL - Street Lighting Service .....	79-81A		
Rate Schedule SSL - Sodium Street Lighting Service .....	82-83		
Rate Schedule MHSL - Metal Halide Street Lighting Service .....	83A-83C		(C)
Rate Schedule LED-SL – Light-Emitting Diode Street Lighting Service.....	83D-83E		(C)
Rate Schedule LED-CO – Customer-Owned Light-Emitting Diode Street Lighting Service.....	83F-83H		(C)
Rate Schedule FCP - Flood Control Power Service .....	84		
Rate Schedule BLR - Borderline Resale Service .....	85		
Rate Schedule IH - Institutional Heating Service (R).....	86 - 87		

(C) Indicates Change  
(R) Indicates Restricted Rate

## RULES AND REGULATIONS

### 1. GENERAL

- 1-a Filing and Posting. A copy of this Tariff which contains the Rates, Rules and Regulations governing the supply of electric service is on file with the Pennsylvania Public Utility Commission and is posted and open to inspection at the offices of the corporation hereinafter called Company.
- 1-b Revisions. This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Public Utility Law of Pennsylvania and such changes when effective shall have the same force as the original Tariff.
- 1-c Statement of Agents. No representative has authority to modify any rule or provision of this Tariff, or to bind the Company by any promise or statement contrary thereto.
- 1-d Rules and Regulations. The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically modified by a rate. The Tariff provisions apply to everyone receiving electric service from the Company, and the lawful receipt of electric service shall constitute the receiver a "Customer" of the Company. (C)
- 1-e No Prejudice of Rights. 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-f 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.

(C) Indicates Change

Issued: February 3, 2012

Effective: April 3, 2012



**RULES AND REGULATIONS (continued)**

**2. APPLICATION AND CONTRACT FOR SERVICE**

- 2-a Contract for Service. Every applicant for the supply of service may be required to sign a contract specifying the intended use of service, the applicable rate schedule and other service conditions. The term “Applicant” shall mean any person, corporation or other entity that (i) desires from the Company electric service or any other service provided for in this Tariff at a specific location, (ii) complies completely with all Company requirements for obtaining electric service or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet lawfully receiving from the Company any service provided for in this Tariff at such location. 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. For residential utility service, the term “Residential Applicant” shall mean any Applicant who is (i) a natural person at least 18 years of age not currently receiving service who applies for residential service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which the residential service is requested. The term “Residential Applicant” shall not include (1) a Residential Customer who seeks to transfer service within the Company’s service territory; or (2) a Residential Customer who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company’s service territory. The term “Occupant” shall mean a natural person who resides in the premises to which gas service is provided. The term “Residential Customer” shall mean a Customer who is either (i) 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 the service, or (ii) any adult Occupant whose name appears on the mortgage, deed or lease of the property for which residential service is requested or provided. A Residential Customer shall remain a Customer after discontinuance or termination of service until the final bill for service is past due. A Residential Customer includes a person who, within 30 days after Termination or Discontinuance of Service, seeks to have service reconnected at the same location or transferred to another location within the Company’s service territory. (C)
- 2-b Right to Reject Application. The Company may reject any application for service not available under a standard rate, or which involves excessive service cost, or which might affect the supply of service to other Customers, or for other good and sufficient reasons. The Company will not reject a Customer’s application for service because of unpaid electric generation supplier charges unless those charges are the result of service provided by the supplier of last resort.
- 2-c One Point of Delivery. The rates in this Tariff, unless otherwise stated, are based upon the supply of service to one entire premises through a single delivery point. The use of service at two or more separate properties will not be combined for billing purposes.
- 2-d Short-Term Contracts. Service may be supplied under rate applicable for character of service required for periods less than the standard contract period, subject to guaranteed revenue. In the case of seasonal Customers taking service under Rule 5-e, Company may require such Customers to pay 12 months’ guarantee in advance, said advance to apply on bills rendered during such seasonal or short term contracts.
- 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, contract period shall be the same as the period provided by the right-of-way permit.

**RULES AND REGULATIONS (continued)**

**2. APPLICATION AND CONTRACT FOR SERVICE**

- 2-g Prior Debts. (C)
- (i) 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%.
- (ii) Non-Residential Customers. Service will not be furnished to former Customers until any indebtedness to the Company for previous service has been satisfied.
- (iii) Service will not be withheld for indebtedness resulting from previous service provided by an electric generation supplier unless that service is provided by the supplier of last resort.
- (iv) 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.
- 2-h 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), by-passing unmetered service that flows through a device connected between a service line and customer-owned facilities and unauthorized service restoral. (C)
- 2-i User Without Contract. A natural person who takes or accepts gas service without the knowledge or approval of the Company, other than the Unauthorized Use of Service as defined in Section 2-h. (C)

### 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. 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 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 (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. (C)

(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. (C)

(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. (C)

3-c 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-b 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.

**RULES AND REGULATIONS (continued)**

**3. GUARANTEE OF PAYMENT**

3-d 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. (C)

(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. (C)

(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. (C)

3-e 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 discontinuance of service. (C)

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. 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. (C)

3-g 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-c.

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

#### **3. GUARANTEE OF PAYMENT**

(C)

3-h Payment of Undisputed Bills. The payment of any undisputed bill shall be considered as a payment of the bill, with or without discount or penalty, within thirty (30) days following the period for which the bill was rendered or payment within thirty (30) days following presentation of the bill or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within ten (10) days thereafter.

3-i Return Check Charge. The Company may impose a service charge of five dollars (\$5) for each check received from a Customer in payment of bills for service that is dishonored and returned by the bank on 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.

(C)

#### **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 Gaseous 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 26. 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. This paragraph does not apply to the extension of supply lines within residential developments covered in Rule 19.

**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.

(C) Indicates Change

**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 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 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-j Taxes on Contributions. For any contributions or other like amounts received from the applicant 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 specific applicant.

(C) Indicates Change



**RULES AND REGULATIONS (continued)**

**6. METER INSTALLATION**

- 6-a Meters Supplied by Company. The Company will furnish, install, maintain and own any meter, transformer or transformers, required for measurement of the service supplied.
- 6-b Meter Location. The Customer shall provide, without charge a suitable place for the meter or meters, transformer or transformers, or other equipment of the Company. Such place shall be of convenient access to the Company's meter readers or inspectors. Meters must be located as directed by the Company.
- 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 of service, whatever may have been the reason for such termination.
- 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. The term "Automatic Meter Reading" or "AMR" shall mean 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 Remote Meter Reading Devices (defined herein). All meter readings by an AMR shall be deemed actual readings. The term "Remote Meter Reading Devices" shall mean 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, and does not include AMR and devices that permit direct interrogation of the meter. (C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**7. METER ERRORS AND TESTS**

7-a Adjustment of Error. The Customer shall accept as standard of measurement the meter or meters installed by the Company. 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 order to maintain them at a high standard of accuracy but reserves the right to make the charge provided for in the Rules and Regulations of the Pennsylvania Public Utility Commission for any additional tests or inspections made at the request of a Customer, provided such test finds the meter to be correct within the limitations specified in the Rules and Regulations of the Commission. Subject to the foregoing, Customer may request Company to secure an in-person meter reading to confirm the accuracy of an AMR device when a Customer disconnects service or requests new service.

(C)

**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.

**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 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.

**RULES AND REGULATIONS (continued)**

9. CUSTOMER'S USE OF SERVICE

- 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 his installation.

**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 obliged 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. The Company's undertaking extends only to the supply service at the point of delivery.
- 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.

**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 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. (C)
- 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. (C)
- 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. (C)

(C) Indicates Change

## RULES AND REGULATIONS (continued)

### 13. PAYMENT TERMS

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.

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 Company Late Payment Charge. After the due date, a late payment charge is applicable in accordance with provisions of the Rate Schedule under which service is supplied. For Residential Customer payments made through the mail, the Company shall not impose a late payment charge unless payment is received more than 5 days after the due date.

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.

(C)

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**14. TERMINATION OR DISCONNECTION BY COMPANY**

- 14-a Termination of Service. Termination of service shall mean the disconnection or cessation of service, whether temporary or permanent, without the consent of Customer. 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) (C) 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 (C) 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 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, (C) 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 Discontinuance of Service. Discontinuance of service shall mean the disconnection or cessation of service with the consent of Customer. (C)
- 15-b Notice to Discontinue. Any Customer who is about to vacate any premises supplied with electricity or for any reason wishes to have 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 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 service without additional notice to the affected premise. If a Customer (other than a landlord ratepayer) requests discontinuance of 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 gas consumed until transfer of the account or the meter shut off. (C)
- 15-c Final Bill. The final bill for service is due and payable immediately after notice to discontinue and final reading of the meter. (C)

(C) Indicates Change

Issued: February 3, 2012

Effective: April 3, 2012

**RULES AND REGULATIONS (continued)**

16. ADMINISTRATION OF RATES

- 16-a Load Inspections. Where the supply of 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.
- 16-e Residential Multiple Dwellings. A maximum of three (3) dwelling units may be supplied through a single meter and when so supplied, each unit shall be classified as a single residence and the rates under the applicable residential rate schedule shall apply to each. For billing purposes, the customer charge and energy blocks listed in the Rate Tables shall be multiplied by the number of dwelling units.

**RULES AND REGULATIONS (continued)**

**17. STATE TAX SURCHARGE APPLICABLE TO ALL RATES**

In addition to the net charges provided in this Tariff, a surcharge of 1.36% will apply to all service rendered on and after October 20, 2017. (I)  
(C)

The above surcharge will be recomputed using the same elements prescribed by the Commission.

- (a) When any of the tax rates used in calculation of the surcharge are changed;
- (b) Whenever the utility makes effective increased or decreased rates;
- (c) And on March 31, 1971, and each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such recomputation; and that if the recomputed surcharge is less than the one in effect, the utility will, and if the recomputed surcharge is more than the one in effect the utility may submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date which shall be 10 days after filing.

(I) Indicates Increase  
(C) Indicates Change

**RULES AND REGULATIONS (continued)**

18. NET METERING

(C)

- 18-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, RWT, RTU, GS-1, GS-4, GS-5, TE, GLP, IH, 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 generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate R, RWT or RTU) or not larger than 3,000 kilowatts at other customer service locations (Rate GS-1, GS-4, GS-5, TE, GLP, IH, and LP), except for Customers whose systems are above 3 megawatt and up to 5 megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers ("IEEE") and the Commission.
  - (4) 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.
  - (5) 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.
- 18-b Metering Provisions. A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule R, RWT, RTU, GS-1, GS-4, GS-5, TE, GLP, IH, 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. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

18. NET METERING

(C)

- (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 their disposition.
  - (4) Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. 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.
- 18-c Billing Provisions. The following billing provisions apply to customer-generators in conjunction with service under applicable Rate Schedule R, RWT, RTU, GS-1, GS-4, GS-5, TE, GLP, IH, 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. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
  - (2) If the Company supplies more kilowatt-hours of electricity than the customer-generator facility 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.

(C) Indicates Change



**RULES AND REGULATIONS (continued)**

18. NET METERING

- (3) 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 a 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.
- 18-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.
- 18-e Minimum Charge. The Minimum Charges under Rate Schedule R, RWT, RTU, GS-1, GS-4, GS-5, TE, GLP, IH, and LP apply for installations under the net metering rules.
- 18-f Bills rendered by the Company under this rule shall be subject to charges and fees applicable to Rate Schedules R, RWT, RTU, GS-1, GS-4, GS-5, TE, GLP, IH, and LP.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

19. UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

19-a. For the purpose of this Rule only, the following terms shall have the meanings indicated for them.

- (1) "Applicant for Electric Service" - The developer of: a recorded plot plan consisting of five or more lots; or one or more five-unit apartment houses.
- (2) "Developer" - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.
- (3) "Development" - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year round occupancy, if electric service to such lots necessitates extending the utility's existing distribution lines.
- (4) "Distribution Line" - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.
- (5) "Service Line" - An electric supply line of transformed voltage from which service is delivered to the residence.
- (6) "Subdivider" - The party responsible for dividing a tract of land into building lots which are not to be sold as utility-ready lots.
- (7) "Subdivision" - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the utility's existing distribution lines.

19-b. All distribution and service lines installed pursuant to an application for electric service within a development shall be installed underground; shall conform to the utility's construction standards, Pa. P.U.C. Electric Regulations, Section 402, Rule 16 - Wire Crossings, the specifications set forth in the National Electric Safety Code (NESC) and shall be owned and maintained by the utility. Pad-mounted transformers may be installed as a utility construction standard. Excavating and backfilling shall be performed by the developer of the project or by such other agent as the developer may authorize. Installation of service-related utility facilities shall be performed by the utility or by such other agent as the utility may authorize. Any street-lighting lines installed then or thereafter within the same development shall also be installed underground, upon terms and conditions prescribed elsewhere in each utility's tariff. The utility shall not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

**RULES AND REGULATIONS (continued)**

**19. UNDERGROUND ELECTRIC SERVICE  
IN NEW RESIDENTIAL DEVELOPMENTS**

Nothing in this section shall prohibit a utility from performing its own excavating and backfilling for greater system design flexibility. However, no charges other than those specified in Paragraph C(4) of this Regulation shall be permitted.

19-c. The applicant for electric service to a development shall conform with the following:

- (1) At its own cost, provide the utility with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the utility for occupancy by distribution, service, and street-lighting lines and related facilities.
- (2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps, and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the utility, and rough grade it to within six inches of final grade, so that the utility'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 utility's underground construction standards and specifications set forth by the utility in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the utility. If the utility'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 utility's construction standards and specifications permits the utility to refuse utility service until such standards and specifications are met.
- (3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the utility's line and facility installation with the general project construction schedule, including coordination with any other utility sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the utility to avoid unnecessary costs and delay.
- (4) Pay to the utility any necessary and additional costs incurred by the utility as a result of the following:
  - A. Installation of underground facilities that deviate from the utility's underground construction standards and specifications if such deviation is requested by the applicant for electric service and is acceptable to the utility.
  - B. A change in the plot plan by the applicant for electric service after the utility has completed engineering for the project and/or has commenced installation of its facilities.
  - C. Physical characteristics such as oversized lots or lots with extreme set-back where under the utility's line extension policy contained in its tariff a charge is mandated for overhead service.

(C) Indicates Changes

Issued: July 31, 1998

Effective: January 1, 1999

**RULES AND REGULATIONS (continued)**

**19. UNDERGROUND ELECTRIC SERVICE  
IN NEW RESIDENTIAL DEVELOPMENTS**

- 19-d. No charges other than those described in Paragraph C(4) of this Regulation shall be borne by the applicant for electric service or by any other utility sharing the same trench, even if the electric utility elects to perform its own excavating and backfilling.

(C) Indicates Change

Issued: July 31, 1998

Effective: January 1, 1999

**RULES AND REGULATIONS (continued)**

**20. EMERGENCY LOAD CONTROL**

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

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

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

**RULES AND REGULATIONS (continued)**

**21. EMERGENCY ENERGY CONSERVATION**

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

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

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

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

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

**RULES AND REGULATIONS (continued)**

**22. EFFECTIVE INSULATION REQUIREMENTS**

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

Proof of compliance with, or exemption from, the insulation standards in the Building Energy Conservation Act (Act No. 222) must be received by the Company prior to furnishing any electric service to a new or renovated residential building located in a municipality which has not elected to administer Act No. 222.

Proof of compliance shall be made by furnishing the Company with a compliance certification copy of the "notice of intent to construct and comply" form returned to the builder or owner by the Pennsylvania Department of Community & Economic Development.

The terms used in this Rule are defined in Act No. 222 and applicable Pennsylvania Regulations.

The Company upon request will provide information and required forms for compliance with Act No. 222.

(C) Indicates Change

Issued: November 1, 2000

Effective: January 1, 2001

**RULES AND REGULATIONS (continued)**

**23. SUPPLEMENTAL USE OF RENEWABLE 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)**

**24. POWER FACTOR CHARGE**

**APPLICABILITY**

A power factor charge will be applied to all Customers served under rates GLP, 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:

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

**TAX ADJUSTMENT SURCHARGE**

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

**RULES AND REGULATIONS (continued)**

**25. CUSTOMER CO-GENERATION**

- 25-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 18: (C)
- (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.
  - (3) The Customer compensates the Company for the cost of interconnection above that which would be required for normal service.
- 25-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.

**RULES AND REGULATIONS (continued)**

**25. CUSTOMER CO-GENERATION**

- (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.
- (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.

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

### **25. CUSTOMER CO-GENERATION**

#### **25-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.

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.

**RULES AND REGULATIONS (continued)**

**25. CUSTOMER CO-GENERATION**

25-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.

- 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.

**RULES AND REGULATIONS (continued)**

**25. CUSTOMER CO-GENERATION**

- 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.
- 25-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.
- 25-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)**

**26. POLE REMOVAL AND RELOCATION CHARGES**

- 26-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 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.
- 26-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.
- 26-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.
- 26-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.

**RULES AND REGULATIONS (continued)**

**27. CUSTOMER CHANGE OF ELECTRIC GENERATION SUPPLIER  
PRIOR TO JANUARY 1, 2010**

(C)

- 27-a The Company shall not initiate or change a Customer's electric generation supplier without Customer compliance with this Rule. All such requests for a change of electric generation supplier shall be made only by the Customer or a person authorized to act on the Customer's behalf.
- 27-b Persons Authorized to Act on Behalf of the Customer: A Customer may identify persons authorized to change their electric generation supplier by providing the Company with a document identifying by name those persons with such authority.
- 27-c Customer Request for Change of Electric Generation Supplier:
- (1) Customer Notification: When the Customer or a person authorized to act on the Customer's behalf contacts the Company to request a change of electric generation supplier the Company will ask the Customer to contact their electric generation supplier of choice directly to make arrangements for their generation service. The Company will not process the Customer's change of supplier request until the Company is notified of such an agreement by the electric generation supplier.
  - (2) Supplier Notification: The Company will accept a change of supplier notification from the electric generation supplier chosen by the Customer.
- 27-d Confirmation of Change Request: Upon receipt of the required information from the Customer's electric generation supplier of choice the Company will process the Customer's request and send a confirmation of the change of electric generation supplier to the Customer. This confirmation will notify the Customer that there is a ten (10) day waiting period in which the order may be canceled before the change of electric generation supplier is made. This notice will include the date service with the new supplier will begin provided the Customer does not contact the Company to cancel the change.
- 27-e Effective Date of the Change in Supplier: The Customer's requested change of electric generation supplier will become effective on the Customer's scheduled meter reading date following the ten (10) day waiting period.
- 27-f Customer Charge for Switching Suppliers prior to January 1, 2010: A Customer shall pay the Company a fee of \$5.00 every time the Company processes a Customer's authorized request to establish electric supply services with an electric generation supplier or discontinues electric supply from an electric generation supplier. Each customer will receive up to two (2) free switches at no cost. The third switch and all subsequent switches will cost the customer five dollars (\$5.00) each. (C)
- 27-g Customer Obligation to Pay Bills: A Customer applying to the Company for a transfer of electric generation suppliers continues to be responsible for payment for all energy and services provided to them by the Company during and after the transfer of supplier under applicable Company Tariff Rules and Rate Schedule(s).

(C) Indicates Change



**RULES AND REGULATIONS (continued)**

**27. CUSTOMER CHANGE OF ELECTRIC GENERATION SUPPLIER  
PRIOR TO JANUARY 1, 2010**

(C)

27-h Unauthorized Change of Supplier:

(1) When a customer contacts the Company alleging that their electric generation supplier has been changed without their consent the Company shall:

- A. Consider the Customer contact a dispute.
- B. Investigate and respond to the Customer's dispute in accordance with Chapter 56 guidelines.

(2) When the Customer files their dispute within the first three (3) billing periods of the change in electric generation supplier and the dispute investigation establishes that the change occurred without the Customer's consent the Customer shall not be responsible for any electric generation supplier bills rendered during this period. If the Customer has made payments during this period, the party (Company or electric generation supplier) responsible for initiating the change of supplier shall issue a complete refund, of the dollars paid, to the Customer within 30 days of the close of the dispute.

(3) A Customer who has had their electric generation supplier changed without having consented to the change shall be switched to their prior supplier at no cost. The charges associated with the switch back shall be the responsibility of the party (Company or electric generation supplier) that initiated the change without the Customer's consent.

27-i Return of Non-Residential Customers to Provider of Last Resort Service:

A non-residential customer returning to Provider of Last Resort Service (POLR Service), including a non-residential customer with self-generation facilities that elects to sell the electric output of such self-generation facilities into the generation market instead of using the output of such self-generation facilities to meet its own electric generation requirements, as determined by the Company in its sole discretion reasonably exercised, will be assessed a Generation Rate Adjustment (GRA) surcharge for the period of time it takes POLR generation service from the Company if the customer elects to switch to another electric generation supplier within 12 months of returning to POLR service.

The GRA surcharge will be applicable to each KWH of POLR Service received by the customer during the period it takes POLR Service, in addition to all applicable POLR Service generation charges. The GRA surcharge, which in no case shall be less than zero, shall equal the difference between the Hourly Generation Market Price (HGMP) and the applicable POLR Service generation charges with HGMP defined as the sum of:

- (1) The published closing NYMEX Monthly Energy Price for the month in which the POLR Service is rendered, expressed on a per KWH basis;
- (2) The monthly published PJM Interconnection, LLC (PJM) capacity price, calculated on a per KWH basis; and,
- (3) The PJM ancillary charges applicable to the month the POLR Service is rendered, expressed on a per KWH basis

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**28. SCHEDULE OF MISCELLANEOUS FEES AND CHARGES**

1.	Interest Rate Paid on Residential Customer Deposits:	Deposits from residential customers shall be at the rate of the average of the 1-year Treasury Bills for September, October, and November of the previous year. (Rule 3-c)
2.	Interest Rate Paid on Commercial Customer Deposits:	6% per annum (Rule 3-c)
3.	Charge for Checks Returned:	\$5.00 (Rule 3-f)
4.	Residential Late Payment Period:	20 days from date of Postmark (Rule 13-b)
5.	Residential Late Payment Interest Rate:	1.25%, 15% annually (Page 46)
6.	General Service Late Payment:	15 days from date of Postmark (Rule 13-b)
7.	General Service Late Payment Interest Rate:	3% (Page 58)
8.	Disconnect Charge:	None (Rule 14)
9.	Reconnect Charge:	\$28 Normal, \$108 Other (Rule 14-e)
10.	Customer Charge for Switching Suppliers:	\$5.00 (Rule 27-f)

(C) Indicates Change

Issued: July 31, 1998

Effective: January 1, 1999

**RULES AND REGULATIONS (continued)**

29. GENERATION SUPPLY SERVICE ON AND AFTER JUNE 1, 2017 (C)

29-a Pursuant to applicable Pennsylvania Public Utility Commission rules and regulations, the 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. (C)

29-b 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, RWT, RTU, CWH, 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, TE, GLP, LP and IH where the customer's annual peak load is less than 100 kW. (C)

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

29-c 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. (C)

29-d 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. (C)

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

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.

(C) Indicates Change

Issued: May 1, 2017

Effective: June 1, 2017

UGI UTILITIES, INC.  
ELECTRIC DIVISION

**RULES AND REGULATIONS (continued)**

29. GENERATION SUPPLY SERVICE ON AND AFTER JUNE 1, 2017 (cont.)

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.

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 12 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.

Slnt = 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.

29-e The following GSR-1 rate applies:

6.643 ¢/kWh

(I)

29-f 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 UGI real-time Locational Marginal Price (LMP) during each hour of the billing month.

(I) Indicates Increase

Issued: November 1, 2017

Effective: December 1, 2017

UGI UTILITIES, INC.  
ELECTRIC DIVISION

**RULES AND REGULATIONS (continued)**

29. GENERATION SUPPLY SERVICE ON AND AFTER JUNE 1, 2017 (cont.) (C)

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.

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. (C)

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

- 29-g 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 Rule 17. PTC is not applicable to GSR-2.
- 29-h Annual Reconciliation Statement: On June 30 of each year, UGI will file with the Commission, its Annual Reconciliation Statement for the GSR-1 rate for the preceding 12 months ending May 31.

(C) Indicates Change

UGI UTILITIES, INC.  
ELECTRIC DIVISION

Supplement No. 130 to  
Electric – Pa. PUC No. 5  
Third Revised Page No. 43D  
Canceling Second Revised Page No. 43D

**RULES AND REGULATIONS (continued)**

29A.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

29A.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

30. EDUCATION CHARGE RIDER

30-a General. Company shall recover the following categories of costs associated with its Consumer Education Plan for 2008-2012 approved by the PUC at Docket No. M-2008-2032267 (Order entered August 8, 2008) through an education charge rider (“Education Charge”) applicable to Rate Schedules R, RRS, RWT, RTU, RRTU, CWH, GS-1, GS-5 and GLP:

- (1) Informational and Instruction Expense (FERC Account 909);
- (2) Miscellaneous Customer Service and Information Expense (FERC Account 910);
- (3) Administrative and General Salaries (FERC Account 920);
- (4) Office Supplies and Expense (FERC Account 921);
- (5) Outside Services Expenses (FERC Account 923);
- (6) General Advertising Expenses (FERC Account 930.1);
- (7) Prior period over/under recoveries; and
- (8) Interest at the legal rate from the date of incurrence through the date of recovery.

The Education Charge shall apply to all customers receiving service under the applicable rate schedules whether they are receiving generation service from the Company or not, and shall be subject to the Tax Adjustment Surcharge.

30-b The Education Charge shall be updated and reconciled annually effective April 1 of each year, unless revised on an interim basis subject to the approval of the PUC.

30-c Calculation. The Education Charge shall be calculated separately for residential customers (Rate Schedules R, RRS, RWT, RTU, RRTU, CWH) and for small business customers (Rate Schedules CWH, GS-1, GS-5 and GLP) using those education costs targeted to those customer classes. Education costs incurred for the benefit of both residential and small business will be allocated based on the proportion to the number of customers in each class.

The Education Charge (EC) shall be calculated in accordance with the formula below:

$$EC = [(TC + OUC)/S] / (1-GRT)$$

Where:

EC= Education Charge in cents per kilowatt-hour (rounded to the third decimal)

TC= Total Costs per class, residential or small business, which are direct, indirect and administrative costs incurred by the Company for customer education programs, as well as state mandated consumer education programs, plus interest.

(C) Indicates Change



**RULES AND REGULATIONS (continued)**

30. EDUCATION CHARGE RIDER

OUC= The Over or Under Collection of total customer education costs per class that result from the difference between the Company's projected kilowatt-hour sales and actual kilowatt-hour sales, plus interest.

S= The Company's projected kilowatt-hour sales per class, residential or small business.

GRT= The Pennsylvania Gross Receipts rate as reflected in the Company's base rates.

**Residential Education Charge**

0.000¢/kWh (D)

**Small Business Education Charge**

0.000¢/kWh (D)

(D) Indicates Decrease

**RULES AND REGULATIONS (continued)**

**31. CUSTOMER ASSISTANCE PROGRAM (CAP) CHARGE RIDER**

31-a General. The Company shall recover incremental costs related to the Company's Customer Assistance Program (CAP) through a CAP charge rider ("CAP Charge"). In addition to the charges provided in this Tariff, an amount shall be added to the otherwise applicable charge for each kilowatt-hour distributed during a billing month for all residential Customers served under Rate Schedules R, RRS, RWT, RTU, RRTU, and CWH, or successor rate schedules, as provided below:

**CAP Charge**

0.354 ¢ / kWh

**(I)**

The CAP Charge shall apply to all residential customers whether they are receiving generation service from the Company or not, and shall be subject to the Tax Adjustment Surcharge.

The CAP Charge shall not apply to residential Customers enrolled in the Company's CAP.

31-b Calculation. The CAP Charge shall be determined as follows:

1. For up to 400 CAP participants, calculate the CAP shortfall (the difference between the total residential sales service rate and the CAP rate based upon the current discounts at normalized annual volumes of the then-current CAP participants) in excess of \$201 per CAP participant (but in no event shall this amount be less than zero); and
2. For existing CAP participants in excess of 400, calculate the total CAP shortfall; and
3. Calculate the total CAP participant application costs; and
4. To the extent there are more than 400 CAP participants, calculate one-half of the CAP shortfall for the projected customer additions to CAP during the period that the CAP Rider Charge will be in effect at the average discount of current CAP participants at weather-normalized annual volumes, and
5. Divide the sum of the amounts calculated pursuant to paragraphs 1 through 5 by the total annual projected kWh sales volumes of all residential non-CAP customers. Divide this amount by one minus the Pennsylvania gross receipts rate as reflected in the Company's base rates to determine the volumetric rate for the CAP Charge.

31-c The CAP Charge shall be adjusted quarterly. Each quarter, the Company shall recalculate the CAP Charge rate, pursuant to the calculation described above, to reflect the Company's current data for the components used in the CAP rate calculation. The Company shall file the updated rate with the Commission to be effective one (1) day after the filing.

31-d Annual Reconciliation. On or before November 1, the Company shall file with the Commission data showing the reconciliation of the actual revenues received under the Rider and the actual recoverable costs incurred for the preceding 12 months ending September 30. The resulting over/(under)collection (plus interest calculated at 6% annually) will be reflected in the CAP quarterly rate adjustment to be effective December 1.

**(I) Indicates Increase**

**RULES AND REGULATIONS (continued)**

32.

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C)

(C) Indicates Change

Issued: September 30, 2009

Effective: October 1, 2009

**RULES AND REGULATIONS (continued)**

**33. CUSTOMER CHANGE OF ELECTRIC GENERATION SUPPLIER  
AFTER JANUARY 1, 2010**

(C)

- 33-a An Electric Generation Supplier (EGS) is a supplier of electric generation that has been licensed by the Commission 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 *et seq.* and has met all requirements specified in the Company's Electric Generation Supplier Coordination Tariff.
- 33-b The Company shall not initiate or change a Customer's electric generation supplier without Customer compliance with this Rule. All such requests for a change of electric generation supplier shall be made only by the Customer or a person authorized to act on the Customer's behalf.
- 33-c Persons Authorized to Act on Behalf of the Customer: A Customer may identify persons authorized to change their electric generation supplier by providing the Company with a document identifying by name those persons with such authority.
- 33-d Customer Request for Change of Electric Generation Supplier:
- (1) Customer Notification: When the Customer or a person authorized to act on the Customer's behalf contacts the Company to request a change of electric generation supplier the Company will ask the Customer to contact their electric generation supplier of choice directly to make arrangements for their generation service. The Company will not process the Customer's change of supplier request until the Company is notified of such an agreement by the electric generation supplier.
  - (2) Supplier Notification: The Company will accept a change of supplier notification from the electric generation supplier chosen by the Customer.
- 33-e Confirmation of Change Request: Upon receipt of the required information from the Customer's electric generation supplier of choice the Company will process the Customer's request and send a confirmation of the change of electric generation supplier to the Customer. This confirmation will notify the Customer that there is a ten (10) day waiting period in which the order may be canceled before the change of electric generation supplier is made. This notice will include the date service with the new supplier will begin provided the Customer does not contact the Company to cancel the change.
- 33-f Effective Date of the Change in Supplier: The Customer's requested change of electric generation supplier will become effective on the Customer's scheduled meter reading date following the ten (10) day waiting period.
- 33-g Electronic Data Interchange ("EDI") is the electronic exchange of information. EDI Rules are the data exchange standards approved by the Commission, as such standards may be changed from time to time.
- 33-h An EGS selected by a customer shall be responsible for providing required EDI enrollment information to Company consistent with Electronic Data Interchange Rules at least sixteen (16) days before the customers' meter read date.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

**33. CUSTOMER CHANGE OF ELECTRIC GENERATION SUPPLIER  
ON OR AFTER JANUARY 1, 2010**

(C)

**33-i Return of Customers to Default Generation Supply Service:**

All customers returning to Default Generation Supply Service from an EGS, will be treated in the same manner as a new customer electing Default Generation Supply Service.

**33-j New Applicants for Electric Service – An applicant for residential electric distribution service will be permitted to take generation service from an EGS as of the date the Customer first receives distribution service from the Company. If the residential customer does not elect to take generation service from an EGS, the customer will receive Default Generation Supply Service from the Company at the applicable GSR that is then in effect for their rate schedule.**

An applicant for residential electric distribution service that is currently receiving Default Generation Supply Service from the Company at another service location shall continue to receive Default Generation Supply Service from the Company at the applicant's service location.

An applicant for C&I electric distribution service that is currently not receiving Default Generation Supply Service from the Company at another service location will be permitted to take generation service from an EGS as of the date the customer first receives distribution service from the Company. If the C&I customer does not elect to take generation service from an EGS, the customer will receive Default Generation Supply Service from the Company at the applicable GSR that is then in effect for their rate schedule and annual peak load.

**33-k Customer Obligation to Pay Bills: A Customer applying to the Company for a transfer of electric generation suppliers continues to be responsible for payment for all energy and services provided to them by the Company during and after the transfer of supplier under applicable Company Tariff Rules and Rate Schedule(s).**

**33-l Unauthorized Change of Supplier:**

(1) When a customer contacts the Company alleging that their electric generation supplier has been changed without their consent the Company shall:

- A. Consider the Customer contact a dispute.
- B. Investigate and respond to the Customer's dispute in accordance with Chapter 56 guidelines.

(2) When the Customer files their dispute within the first three (3) billing periods of the change in electric generation supplier and the dispute investigation establishes that the change occurred without the Customer's consent the Customer shall not be responsible for any electric generation supplier bills rendered during this period. If the Customer has made payments during this period, the party (Company or electric generation supplier) responsible for initiating the change of supplier shall issue a complete refund, of the dollars paid, to the Customer within 30 days of the close of the dispute.

(3) A Customer who has had their electric generation supplier changed without having consented to the change shall be switched to their prior supplier at no cost. The charges associated with the switch back shall be the responsibility of the party (Company or electric generation supplier) that initiated the change without the Customer's consent.

(C) Indicates Change

**RULES AND REGULATIONS (continued)**

34.

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

34.

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

34.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)



**RULES AND REGULATIONS (continued)**

34.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

**RULES AND REGULATIONS (continued)**

35.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014

**RULES AND REGULATIONS (continued)**

36.

(C)

(THIS PAGE INTENTIONALLY LEFT BLANK.)

(C) Indicates Change

Issued: May 1, 2014

Effective: June 1, 2014



**RULES AND REGULATIONS (continued)**

**37. ENERGY EFFICIENCY AND CONSERVATION RIDER**

37-a General. The Company shall recover costs related to the Company’s Energy Efficiency and Conservation Plan (“EECP”) for 2012-2015 through an Energy Efficiency and Conservation Rider (“EEC Rider”). In addition, the Company shall recover costs related to the development and implementation of a Customer Account Number Access Mechanism through the 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	EEC Rider Rate (¢/kWh)	
Class 1 – Residential	R, RWT, RTU, GS-5 and the residential portion of Rate Schedules CWH, OL, SOL, MHOL, or successor rate schedules	0.000	(I)
Class 2 – Non Residential	All Non-Residential Rate Schedules except for Rate Schedules LP and IH	0.000	(D)
Class 3 – Non Residential	LP and IH	0.000	(I)

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 Tax Adjustment Surcharge.

37-b 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. The costs of each EECP program shall be directly assigned to the applicable customer class. Costs which can not be directly assigned to a particular residential or non-residential customer class shall be allocated based on sales. Additional costs to be recovered include the costs incurred to develop and implement the Commission approved Customer Account Number Access Mechanism. 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 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.

(I) Indicates Increase  
(D) Indicates Decrease  
Issued: April 1, 2016

**RULES AND REGULATIONS (continued)**

37. ENERGY EFFICIENCY AND CONSERVATION RIDER

(C)

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.

(C)

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.

**RULES AND REGULATIONS (continued)**

**37A. PHASE II ENERGY EFFICIENCY AND CONSERVATION RIDER**

37A-a General. The Company shall recover costs related to the Company’s Phase II Energy Efficiency and Conservation Plan (“Phase II EECR”) for 2015-2018 through a Phase II Energy Efficiency and Conservation Rider (“Phase II EEC Rider”). The rates under the Phase II EEC Rider shall be computed separately for each of the three customer classes listed below. The Phase II EEC Rider Rate for each class shall be as follows:

Customer Class	Rate Schedules	Phase II EEC Rider Rate (¢/kWh)	
Class 1 – Residential	R, RWT, RTU, GS-5 and the residential portion of Rate Schedules CWH, OL, SOL, MHOL, or successor rate schedules	0.236	(D)
Class 2 – Non Residential	All Non-Residential Rate Schedules except for Rate Schedules LP and IH	0.248	(D)
Class 3 – Non Residential	LP and IH	0.115	(D)

The Phase II 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.

37A-b Calculation. The Phase II EEC Rider shall be determined as follows:

- Costs to be recovered shall include Company incurred costs to implement its Commission approved Phase II EECR during each plan year, including all costs incurred to develop and administer the Company’s Phase II EECR, from June 1, 2015 until May 31, 2018. The costs of each Phase II EECR 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 Phase II EEC Rider rate shall be calculated in accordance with the formula below and shall be rounded to the third decimal:

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

Cr = Projected Annual Residential Phase II EECR Costs.

Sr = Projected Annual Residential Class Sales.

Er = Net over or under collection of the Residential Phase II EEC Rider resulting from the difference between the Phase II EEC Rider revenues received and the Phase II EECR 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.

(D) Indicates Decrease

**RULES AND REGULATIONS (continued)**

37A. Phase II ENERGY EFFICIENCY AND CONSERVATION RIDER

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

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

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

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

$E_n$  = Net over or under collection of the Non-Residential Phase II EEC Rider resulting from the difference between the Phase II EEC Rider revenues received and the Phase II 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 Phase II EEC Rider rates shall be calculated and reconciled separately.

4. The Residential and Non-Residential rates under the Phase II EEC Rider shall become effective on September 1. The Residential and Non-Residential rates under the Phase II EEC Rider shall be updated and reconciled annually thereafter and filed with the Commission effective on thirty (30) day's notice. The Company reserves the right to make an interim filing to adjust the rates under the Phase II EEC Rider to be effective on sixty (60) days' notice.
5. On June 30 of each year, the Company will file with the Commission, its annual Reconciliation Statement for the reconciliation period ending May 31. 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.

**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**

Net rates per kilowatt-hour of energy used each month:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Customer Charge	\$5.50		
First 500 KWH	0.370	3.165	See Generation Supply Rate below.
Next 500 KWH	0.370	2.684	See Generation Supply Rate below.
Over 1,000 KWH	0.370	1.971	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

The CAP Charge as set forth in the Rules and Regulations shall apply to customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$1,200 per year for qualifying low income residential heating customers and no more than \$700 per year for qualifying low income residential non-heating customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**RATE RRS  
RENEWABLE RESIDENTIAL SERVICE**

**AVAILABILITY**

An optional service in lieu of Rate R, for Customers seeking to purchase renewable energy from the Company as their POLR rate, 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. Rate RRS is available for the duration of the 2008 and 2009 Price Application Periods. (C)

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single phase; 120 volts, 2 wire; 120-208 volts, 3 wire; or 120-240 volts, 3 wire. The Company shall acquire Alternative Energy Credits ("AECs"), as that term is defined in Pennsylvania's Alternative Energy Portfolio Standards Act ("AEPS"), to satisfy the renewable energy component of service under this rate schedule. Customer will select one of the following energy sources.

Option 1: Tier I Energy for 100% of Customer's kilowatt-hour of energy used each month.

Option 2: Tier I Energy for 50% of Customer's kilowatt-hour of energy used each month. Non renewable energy will be secured for the remainder of Customer's kilowatt-hour of energy used each month.

Option 3: An equal mix of Tier I Energy and Tier II Energy for 100% of Customer's kilowatt-hour of energy used each month.

Option 4: An equal mix of Tier I Energy and Tier II Energy for 50% of Customer's kilowatt-hour of energy used each month. Non renewable energy will be secured for the remainder of Customer's kilowatt-hour of energy used each month.

The terms "Tier I and Tier II" Alternative Energy have the meaning set forth in the AEPS.

**TERM OF SERVICE**

12 Months effective with Customer's 2008 and/or 2009 Price Application Periods. Customer must elect one of the Energy Options during the Company's "Open Shopping Period" that begins November 1 and runs until 16 days prior to the Customer's January meter read date, as set forth in Section 29. (C)

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month for 2008 Price Application Period:

			Option 1	Option 2	Option 3	Option 4	
		Transmission (¢/KWH)	Distribution (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)
Customer Charge	\$5.50						
First 500 KWH		0.37	3.165	11.550	11.150	11.338	11.044
Next 500 KWH		0.37	2.684	10.811	10.411	10.599	10.305
Over 1,000 KWH		0.37	1.971	8.578	8.178	8.366	8.072

(I) Indicates Increase  
(D) Indicates Decrease  
(C) Indicates Change

**RATE RRS - (Continued)**  
**RENEWABLE RESIDENTIAL SERVICE**

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month for 2009 Price Application Period:

				Option 1	Option 2	Option 3	Option 4
		Transmission (¢/KWH)	Distribution (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)	POLR Generation (¢/KWH)
Customer Charge	\$5.50						
First 500 KWH		0.37	3.165	11.604	11.204	11.392	11.098
Next 500 KWH		0.37	2.684	10.861	10.461	10.649	10.355
Over 1,000 KWH		0.37	1.971	9.261	8.861	9.049	8.755

**POLR GENERATION PRICE**

The POLR Generation prices are applicable to all customers taking standard UGI Generation Service from the Company and electing service under one of the Energy Options in this rate schedule..

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER**

The Education Charge included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

**(C)**

The CAP Charge as set forth in the Rules and Regulations shall apply to customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$1,200 per year for qualifying low income residential heating customers and no more than \$700 per year for qualifying low income residential non-heating customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

- (I) Indicates Increase
- (D) Indicates Decrease
- (C) Indicates Change

**RATE RWT  
RESIDENTIAL SERVICE - WATER/SPACE HEATING**

This Rate Schedule is available only to those service locations connected prior to January 1, 1980.

**AVAILABILITY**

Available to Residential Customers, using the Company's standard service for lighting, appliance operation, general household purposes and as the sole primary method of water heating. Available only when supplied single phase through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. (This rate replaces rates RW and RT.)

**CHARACTER OF SERVICE**

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

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Customer Charge	\$5.50		
First 500 KWH	0.370	3.165	See Generation Supply Rate below.
Next 500 KWH	0.370	2.255	See Generation Supply Rate below.
Over 1,000 KWH	0.370	1.971	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company. (C)

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.



**RATE RWT - (Continued)**  
**RESIDENTIAL SERVICE - WATER/SPACE HEATING**

**WATER HEATING REQUIREMENTS**

Water heaters shall be automatic of a type approved by the Company. The water heater shall be the exclusive source of hot water at all times. The Company will install automatic devices to control the operation of electric water heaters when deemed necessary by Company.

**EQUAL MONTHLY PAYMENT PLAN**

The Equal Monthly Payment Plan is available to Customers in accordance with Rule 13-e.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

The CAP Charge as set forth in the Rules and Regulations shall apply to customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$1,200 per year for qualifying low income residential heating customers and no more than \$700 per year for qualifying low income residential non-heating customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

**RATE RTU  
RESIDENTIAL TIME-OF-USE SERVICE**

**AVAILABILITY**

Optional rate schedule for Customers using the Company's standard service for lighting, appliance operation, and general household purposes. Available only when supplied through a single meter directly by the Company to a single family dwelling unit. The Company reserves the right to refuse service under this Rate where insufficient capacity exists.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single phase, 120-240 volts, 3 wire.

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month:

		Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Customer Charge	\$12.25			
Energy Use On-Peak		0.333	2.299	See Generation Supply Rate below.
Energy Use Off-Peak		0.333	1.280	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

**PEAK AND OFF-PEAK ENERGY PERIODS**

Peak hours shall be a period of sixteen (16) consecutive hours within the seventeen (17) hour period of 7:00 a.m. to 12:00 midnight as designated by the Company. Off-peak hours shall be a period of eight (8) consecutive hours, not designated as peak hours, within the nine (9) hour period of 11:00 p.m. to 8:00 a.m.

**MINIMUM CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.

(C) Indicates Change

**RATE RTU - (Continued)**  
**RESIDENTIAL TIME-OF-USE SERVICE**

**BILLING CREDITS FOR COMPANY CONTROL OF CUSTOMER EQUIPMENT**

When the Customer permits the Company to interrupt service to domestic water heating and/or space heating equipment for time periods set forth below, the following monthly credits shall apply:

Electric Storage Water Heating: \$7.35 per month for those customers supplied with energy from the Company prior to January 1, 2010. This credit shall be \$1.97 per month for those customers supplied with energy from the Company on and after January 1, 2010. This credit shall be \$1.65 for customers taking service from an alternate electric supplier. (C)  
(I)

Electric Storage Space Heating: \$3.51 per month per approved kilowatt of heat loss for those customers supplied with energy from the Company prior to January 1, 2010. This credit shall be \$0.94 per month per approved kilowatt of heat loss for those customers supplied with energy from the Company on and after January 1, 2010. This credit shall be \$0.79 for customers taking service from an alternate electric supplier. (C)  
(I)

These credits shall not be applied to the Minimum Charge.

The Customer shall install and maintain approved equipment control device(s) to act upon a control signal provided by the Company. The Company may interrupt equipment to which credits are applied for a maximum of eight (8) hours in any twenty-four (24) hour period.

During the winter months (November through April) service may be interrupted for two (2) different periods. Neither interruption period shall be greater than four (4) consecutive hours separated by a minimum of four (4) consecutive hours. During the summer months (June through September) service may be interrupted for a period not in excess of six (6) consecutive hours.

**ELECTRIC STORAGE WATER HEATING REQUIREMENTS FOR BILLING CREDITS**

This water heating provision applies to electric water heaters of 80 gallons or more capacity which are the exclusive source of hot water at all times and are equipped with thermostatically controlled noninductive heating elements so connected that not more than 5,500 watts can operate at one time.

This water heating provision will also apply to electric water heaters of 40 gallons or more capacity which are the exclusive source of hot water at all times provided such water heaters have been supplied continuously under other rate schedules and for so long as the electric water heater is continued in regular use at the same service location.

**ELECTRIC STORAGE SPACE HEATING REQUIREMENTS FOR BILLING CREDITS**

Storage space heating equipment and installation shall be approved by the Company.

Installation of non-storage electric supplemental heating equipment will not be permitted in areas qualifying for billing credits.

Approved space heating equipment shall be limited to electric thermal storage heating systems and electric heat pumps.

(I) Indicates Increase  
(C) Indicates Change

**RATE RTU - (Continued)**  
**RESIDENTIAL TIME-OF-USE SERVICE**

Service to electric heat pumps will be interrupted when the outside air temperature falls below 20 degrees F. Supplemental heating equipment must be provided using an independent fossil fuel furnace or a controlled electric thermal storage device.

**EQUAL MONTHLY PAYMENT PLAN**

The Equal Monthly Payment Plan is available to Customers in accordance with Rule 13-e.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

The CAP Charge as set forth in the Rules and Regulations shall apply to customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$1,200 per year for qualifying low income residential heating customers and no more than \$700 per year for qualifying low income residential non-heating customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**RATE RRTU  
RENEWABLE RESIDENTIAL TIME-OF-USE SERVICE**

**AVAILABILITY**

An optional service in lieu of Rate RTU for Customers seeking to purchase renewable energy from the Company as their POLR rate, available to Customers using the Company's standard service for lighting, appliance operation, and general household purposes. Available only when supplied through a single meter directly by the Company to a single family dwelling unit. The Company reserves the right to refuse service under this Rate where insufficient capacity exists. Rate RRTU is available for the duration of the 2008 and 2009 Price Application Periods. (C)

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single phase, 120-240 volts, 3 wire. The Company shall acquire Alternative Energy Credits ("AECs"), as that term is defined in Pennsylvania's Alternative Energy Portfolio Standards Act ("AEPS"), to satisfy the renewable energy component of service under this rate schedule. Customer will select one of the following energy sources.

- Option 1: Tier I Energy for 100% of Customer's kilowatt-hour of energy used each month.
- Option 2: Tier I Energy for 50% of Customer's kilowatt-hour of energy used each month. Non renewable energy will be secured for the remainder of Customer's kilowatt-hour of energy used each month.
- Option 3: An equal mix of Tier I Energy and Tier II Energy for 100% of Customer's kilowatt-hour of energy used each month.
- Option 4: An equal mix of Tier I Energy and Tier II Energy for 50% of Customer's kilowatt-hour of energy used each month. Non renewable energy will be secured for the remainder of Customer's kilowatt-hour of energy used each month.

The terms "Tier I and Tier II" Alternative Energy have the meaning set forth in the AEPS.

**TERM OF SERVICE**

12 Months effective with Customer's 2008 and/or 2009 Price Application Periods. Customer must elect one of the Energy Options during the Company's "Open Shopping Period" that begins November 1 and runs until 16 days prior to the Customer's January meter read date, as set forth in Section 29.

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month for 2008 Price Application Period:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Option 1 POLR Generation (¢/KWH)	Option 2 POLR Generation (¢/KWH)	Option 3 POLR Generation (¢/KWH)	Option 4 POLR Generation (¢/KWH)
Customer Charge	\$12.25					
Energy Use On-Peak	0.333	2.299	13.167	12.767	12.955	12.661
Energy Use Off-Peak	0.333	1.280	8.376	7.976	8.164	7.870

- (I) Indicates Increase
- (D) Indicates Decrease
- (C) Indicates Change

**RATE RRTU – (continued)**  
**RENEWABLE RESIDENTIAL TIME-OF-USE SERVICE**

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month for 2009 Price Application Period:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Option 1 POLR Generation (¢/KWH)	Option 2 POLR Generation (¢/KWH)	Option 3 POLR Generation (¢/KWH)	Option 4 POLR Generation (¢/KWH)
Customer Charge	\$12.25					
Energy Use On-Peak	0.333	2.299	13.353	12.953	13.141	12.847
Energy Use Off-Peak	0.333	1.280	8.490	8.090	8.278	7.984

**POLR GENERATION PRICE**

The POLR Generation prices are applicable to all customers taking standard UGI Generation Service from the Company and electing service under one of the Energy Options in this rate schedule.

**PEAK AND OFF-PEAK ENERGY PERIODS**

Peak hours shall be a period of sixteen (16) consecutive hours within the seventeen (17) hour period of 7:00 a.m. to 12:00 midnight as designated by the Company. Off-peak hours shall be a period of eight (8) consecutive hours, not designated as peak hours, within the nine (9) hour period of 11:00 p.m. to 8:00 a.m.

**MINIMUM CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.

**BILLING CREDITS FOR COMPANY CONTROL OF CUSTOMER EQUIPMENT**

When the Customer permits the Company to interrupt service to domestic water heating and/or space heating equipment for time periods set forth below, the following monthly credits shall apply:

Electric Storage Water Heating: \$6.88 per month for the 2008 Price Application Period and \$7.35 per month for the 2009 Price Application Period for those customers taking generation service from the Company. This credit shall be \$1.65 for customers taking service from an alternate electric supplier.

Electric Storage Space Heating: \$3.28 per month for the 2008 Price Application Period and \$3.51 per month for the 2009 Price Application Period per approved kilowatt of heat loss for those customers taking generation service from the Company. This credit shall be \$0.79 for customers taking service from an alternate electric supplier.

These credits shall not be applied to the Minimum Charge.

- (I) Indicates Increase
- (D) Indicates Decrease
- (C) Indicates Change

**RATE RRTU – (continued)**  
**RENEWABLE RESIDENTIAL TIME-OF-USE SERVICE**

The Customer shall install and maintain approved equipment control device(s) to act upon a control signal provided by the Company. The Company may interrupt equipment to which credits are applied for a maximum of eight (8) hours in any twenty-four (24) hour period.

During the winter months (November through April) service may be interrupted for two (2) different periods. Neither interruption period shall be greater than four (4) consecutive hours separated by a minimum of four (4) consecutive hours. During the summer months (June through September) service may be interrupted for a period not in excess of six (6) consecutive hours.

**ELECTRIC STORAGE WATER HEATING REQUIREMENTS FOR BILLING CREDITS**

This water heating provision applies to electric water heaters of 80 gallons or more capacity which are the exclusive source of hot water at all times and are equipped with thermostatically controlled noninductive heating elements so connected that not more than 5,500 watts can operate one time.

This water heating provision will also apply to electric water heaters of 40 gallons or more capacity which are the exclusive source of hot water at all times provided such water heaters have been supplied continuously under other rate schedules and for so long as the electric water heater is continued in regular use at the same service location.

**ELECTRIC STORAGE SPACE HEATING REQUIREMENTS FOR BILLING CREDITS**

Storage space heating equipment and installation shall be approved by the Company.

Installation of non-storage electric supplemental heating equipment will not be permitted in areas qualifying for billing credits.

Approved space heating equipment shall be limited to electric thermal storage heating systems and electric heat pumps.

Service to electric heat pumps will be interrupted when the outside air temperature falls below 20 degrees F. Supplemental heating equipment must be provided using an independent fossil fuel furnace or a controlled electric thermal storage device.

**EQUAL MONTHLY PAYMENT PLAN**

The Equal Monthly Payment Plan is available to Customers in accordance with Rule 13-e.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE**

The Education Charge included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

**(C)**

The CAP Charge as set forth in the Rules and Regulations shall apply to customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$1,200 per year for qualifying low income residential heating customers and no more than \$700 per year for qualifying low income residential non-heating customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**RATE OL  
OUTDOOR LIGHTING SERVICE**

This rate schedule is available only at those service locations connected prior to July 1, 2007.

**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** (Applicable prior to January 1, 2010)

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

Floodlighting Luminaire		
11,000 Lumen Mercury Vapor Lamps		\$15.59
20,000 Lumen Mercury Vapor Lamps		\$20.86
60,000 Lumen Mercury Vapor Lamps		\$40.53
Street Lighting Luminaire		
7,000 Lumen Mercury Vapor Lamps		\$10.42
11,000 Lumen Mercury Vapor Lamps		\$15.59
20,000 Lumen Mercury Vapor Lamps		\$20.86
60,000 Lumen Mercury Vapor Lamps		\$40.53

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

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

**RATE TABLE** (Applicable on or after January 1, 2010)

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

(C) Indicates Change



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

**RATE TABLE** (Applicable on or after January 1, 2010) (continued)

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.

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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. 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.

**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.

(C) Indicates Change

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

**APPROVAL**

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

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate. (C)

**PAYMENT TERMS**

**RESIDENTIAL CUSTOMERS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

**NON-RESIDENTIAL CUSTOMERS**

The Rates set forth above state net prices. Standard bills will show the net amount and a gross amount 3% greater than the net amount. If payment is made on or before the last day for payment as specified on the bill, prompt payment discount equal to the difference between the gross and net amounts will be allowed.

**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** (Applicable prior to January 1, 2010)

Nominal Initial Lumens	Wattage	Street Lighting Luminaire	Flood Lighting Luminaire
9,500	100	\$12.21	\$--
16,000	150	14.11	14.11
25,000	250	17.79	17.79
50,000	400	24.98	24.98

Low mounted, decorative fixture and pole for underground service, provided that no trenching and backfilling is required

\$ 7.46 per month in addition to charge in Rate Table above

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

**NET MONTHLY RATE** (Applicable on or after January 1, 2010)

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	\$7.94	3.165	\$7.64	4.035
25,000 Lumen	\$8.33	3.165	\$7.87	4.035
50,000 Lumen	\$10.40	3.165	\$9.70	4.035

(C) Indicates Change

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

**NET MONTHLY RATE** (Applicable on or after January 1, 2010) (continued)

Street Lighting Luminaire – High Pressure Sodium

	Residential		Commercial	
	Customer Charge (Per Lamp)	Distribution (¢/KWH)	Customer Charge (Per Lamp)	Distribution (¢/KWH)
9,500 Lumen	\$7.86	3.165	\$7.65	4.035
16,000 Lumen	\$7.94	3.165	\$7.64	4.035
25,000 Lumen	\$8.33	3.165	\$7.87	4.035
50,000 Lumen	\$10.40	3.165	\$9.70	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.

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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.
- (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.

(C) Indicates Change

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

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate. (C)

**PAYMENT TERMS RESIDENTIAL CUSTOMERS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

**NON-RESIDENTIAL CUSTOMERS**

The Rates set forth above state net prices. Standard bills will show the net amount and a gross amount 3% greater than the net amount. If payment is made on or before the last day for payment as specified on the bill, prompt payment discount equal to the difference between the gross and net amounts will be allowed.

(C) Indicates Change

**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** (Applicable prior to January 1, 2010)

Nominal Initial Lumens	Wattage	Street Lighting	Flood Lighting
		Luminaire	Luminaire
9,000	100	\$12.42 (1)	--.--
12,900	150	\$12.42 (1)	--.--
13,000	175	\$12.42 (1)	--.--
20,500	250	\$17.52	\$17.52
36,000	400	\$22.43	\$22.43
110,000	1000	--.--	\$47.85

(1) 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

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

**NET MONTHLY RATE** (Applicable on or after January 1, 2010)

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

(C) Indicates Change

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

**NET MONTHLY RATE** (Applicable on or after January 1, 2010) (continued)

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.

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

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.
- (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.

(C) Indicates Change

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

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.



**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.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the estimated kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate. (C)

**PAYMENT TERMS**

For Residential Customers, a late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum. For non-residential Customers, bills are net if paid on or before the last day for payment as specified on bill. Bills of non-residential Customers who defer payment beyond the specified date will be increased three percent (3%).

(C) Indicates Change

**RATE CWH  
CONTROLLED OFF-PEAK SERVICE FOR WATER HEATING**

**AVAILABILITY**

This Rate is available for the exclusive operation of heat storage water heating equipment located at premises where other service is supplied under Company's non-residential rates, subject to the provisions hereinafter set forth. Any residential Customer served prior to March 1, 1961 under former Rate WH shall have the option of continuing service under Rate CWH.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single or three phase, 120-208 volts, 3 or 4 wire; 120-240 volts, 3 wire; or 240 volts, 2 or 3 wire.

**CONTRACT TERM AND BILLING**

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

**RATE TABLE**

	Distribution (¢/KWH)	Residential Generation (¢/KWH)	Non-Residential Generation (¢/KWH)
Minimum Monthly Charge	\$2.86	See Generation Supply Rate below.	See Generation Supply Rate below.
For all Energy used	3.281	See Generation Supply Rate below.	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**CUSTOMER ASSISTANCE PROGRAM (CAP)**

The CAP Charge as set forth in the Rules and Regulations shall apply to residential customers receiving service under this Rate.

In accordance with the Company's Customer Assistance Program (CAP), the above energy charges shall be reduced by no more than \$700 per year for qualifying low income residential customers who take service under this Rate. CAP is available to a maximum of 2,500 customers.

**PAYMENT TERMS RESIDENTIAL CUSTOMERS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**RATE CWH - (Continued)**  
**CONTROLLED OFF-PEAK SERVICE**  
**FOR WATER HEATING**

**NON-RESIDENTIAL CUSTOMERS**

The Rates set forth above state net prices. Standard bills will show the net amount and a gross amount 3% greater than the net amount. If payment is made on or before the last day for payment as specified on the bill, prompt payment discount equal to the difference between the gross and net amounts will be allowed.

**SPECIAL PROVISIONS**

- (1) Service under this Rate shall be limited to the hours specified from time to time by the Company, and shall be controlled by a clock of type approved, set, and sealed by the Company.
- (2) Water Heaters shall be a type approved by the Company.
- (3) In view of the low Rate at which this service is rendered, no additional investment or facilities shall be required of the Company for any installation other than the service and meter necessary to deliver and measure the energy used.
- (4) All wiring from meter to water heater shall be in conduit or approved cable, continuous with no splices or outlet boxes from meter to water heater.

**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, and any Customer transferring from Rate GL or GLP with an annual consumption of less than 12,000 KWH in the past year, regardless of demand.

**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**

Rates per kilowatt-hour of energy used each month:

		Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Customer Charge	\$ 6.75			
For All KWH Use		0.311	4.035	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge is the Customer Charge in the above Table.

**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.

(C) Indicates Change

**RATE GS-1 (Continued)**  
**GENERAL SERVICE**

**SPACE HEATING**

This provision is in the process of elimination and is available only to service locations served hereunder prior to January 1, 1980 or Customers transferring from Rate Schedules TE and IH. When the sole primary method of space heating is supplied by equipment and installation approved by the Company, the Customer's billing demand shall be adjusted each month during the heating season by eliminating therefrom the demand and the energy usage utilized by space heating equipment determined in accordance with the following schedule:

	SPACE HEATING		AIR CONDITIONING	
	Demand Reduction (KW) % of Installed Heating KW	Energy Usage (KWH) per KW of Installed Heating Capacity	Demand Reduction (KW) per Ton of Installed Air Conditioning	Energy Usage (KWH) per Ton of Installed Air Conditioning
January	60	160	---	---
February	60	145	---	---
March	60	120	---	---
April	40	70	---	---
May	30	25	1.0	45
June	25	5	1.2	270
July	---	---	1.4	340
August	---	---	1.4	340
September	30	15	1.2	270
October	40	50	1.0	135
November	40	100	---	---
December	45	150	---	---

The above energy eliminated from a Customer's bill shall be billed at 3.185¢ per kWh plus the applicable GSR in Section 29 in this Tariff for customers supplied with energy from the Company. This energy shall be billed at 2.874¢ per kWh for customers taking generation services from an alternate electric supplier.

(C)

(C) Indicates Change

**RATE GS-1 (Continued)**  
**GENERAL SERVICE**

**ANNUAL GUARANTEE**

For customers taking generation service from the Company the Annual Guarantee for all service is \$234.50 when service has been supplied for a full twelve-month period ending with June bills. If the customer has taken generation service from an alternate electric supplier for this period the Annual Guarantee shall be \$120.00. If the net amount billed for service during such period aggregate less than the annual guarantee amount associated with the service being taken the difference shall become part of the bill for June.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased three (3) percent.

(C) Indicates Change

**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. This rate replaces GS-2 and GS-3 effective February 10, 1981.

**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**

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
First 20 kw of billing demand	\$0.19	\$3.59	See Generation Supply Rate below.
Over 20 kw of billing demand	\$0.19	\$1.30	See Generation Supply Rate below.
First 200 hours use of demand	0.162	3.033	See Generation Supply Rate below.
Next 300 hours use of demand	0.162	2.303	See Generation Supply Rate below.
All over 500 hours use of demand	0.162	2.031	See Generation Supply Rate below.

(C)

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

**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.

(C) Indicates Change



**RATE GS-4 - (Continued)**  
**GENERAL SERVICE**  
(5 kw minimum)

**SPACE HEATING**

This provision is in the process of elimination and is available only to service locations served hereunder prior to January 1, 1980 or Customers transferring from Rate Schedules TE and IH.

When the sole primary method of space heating is supplied by equipment and installation approved by the Company, the Customer's billing demand shall be adjusted each month during the heating season by eliminating there from the demand and energy usage utilized by space heating equipment determined in accordance with the following schedule:

	SPACE HEATING		AIR CONDITIONING	
	Demand Reduction (KW) % of Installed Heating KW	Energy Usage (KWH) per KW of Installed Heating Capacity	Demand Reduction (KW) per Ton of Installed Air Conditioning	Energy Usage (KWH) per Ton of Installed Air Conditioning
January	60	160	---	---
February	60	145	---	---
March	60	120	---	---
April	40	70	---	---
May	30	25	1.0	45
June	25	5	1.2	270
July	---	---	1.4	340
August	---	---	1.4	340
September	30	15	1.2	270
October	40	50	1.0	135
November	40	100	---	---
December	45	150	---	---

The above energy eliminated from a Customer's bill shall be billed at 2.979¢ per kWh plus the applicable GSR in Section 29 in this Tariff for energy supplied to customers from the Company. For customers taking generation service from an alternate electric supplier the energy eliminated shall be billed at 2.817¢ per kWh. The remaining energy shall be billed in accordance with the Rate Table; however, the Minimum Monthly Charge based on demand shall apply.

(C)

(C) Indicates Change

**RATE GS-4 - (Continued)**  
**GENERAL SERVICE**  
(5 kw minimum)

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased three (3) per cent.

**POWER FACTOR**

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

**OFF-PEAK SERVICE**

When it is mutually advantageous to both the Company and the Customer, the Customer's billing demand shall be adjusted for service supplied during off-peak hours for demands in excess of those supplied during on-peak hours. Customers applying for this Off-Peak Rider must meet the following requirements:

- (1) Customer must make a written request to Company for the application of this Rider, and Company shall in its sole judgement, determine whether or not sufficient reason exists for its application.
- (2) Company reserves the right to curtail or discontinue at any time, and without liability to Customer, Customer's use of the excess capacity.
- (3) The Customer's off-peak demand may exceed Customer's on-peak demand to the extent which Company shall determine that its facilities permit supplying such excess demand without disturbing service to its other Customers.
- (4) The Company is not required to provide additional delivery facilities for the delivery of power and energy exempted from the demand charge by this Rider.

**DEFINITION OF PEAK HOURS**

On-peak hours are defined as those hours between 7:00 A.M. and 11:00 P.M. Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays and Sundays. Off-peak hours are defined as the hours other than those specified as on-peak hours. The Company reserves the right to change, from time to time, the hours specified above in accordance with the operating conditions of the Company's system.

(C) Indicates Change

**RATE GS-4 - (Continued)**  
**GENERAL SERVICE**  
(5 kw minimum)

**DETERMINATION OF BILLING DEMAND FOR OFF-PEAK SERVICE**

Customer's billing demand shall be taken as the highest of the following:

- (1) Customer's on-peak demand.
- (2) Customer's minimum demand.
- (3) Thirty (30) per cent of Customer's off-peak demand established during the off-peak hours specified above.

That portion of any demand established during off-peak hours, which is above the off-peak demand allowed by the Company, shall be added to the highest demand established during on-peak hours for the purpose of determining billing demand.

**METER CHARGE**

A Meter Charge of \$9.94 per month will be added to the Customer's monthly bill for each separately metered service supplied to the Customer under this Rider. All other charges shall be calculated according to the applicable Rate Table.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rider.

**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 fire fighting 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 fire fighting 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.

(C) Indicates Change

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

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Customer Charge	\$5.50		
First 500 KWH	0.370	3.165	See Generation Supply Rate below.
Next 500 KWH	0.370	2.684	See Generation Supply Rate below.
Over 1,000 KWH	0.370	1.971	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be the Customer Charge in the above Table.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

Issued: August 31, 2016

Effective: September 1, 2016

**RATE TE**  
**NON-RESIDENTIAL SERVICE - TOTAL ELECTRIC**

This Rate Schedule is available only to Customers being served hereunder prior to January 1, 1965, and also to prospective Customers to whom a definite rate commitment has been made as of that date for so long as service is continuous thereafter.

**AVAILABILITY**

This Rate is available to Customers when the electrical service supplied under this Rate is the sole source of Customer's energy requirements, including space heating for personal comfort. The electric space heating equipment must be, in Company's judgment, a significant and integral portion of the Customer's total energy requirements, and the heating equipment and its installation must be approved by the Company.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, 3 phase, at such primary voltage as may be determined by the Company, with one transformation to a lower voltage.

**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 in accordance with Rules and Regulations set forth in this Tariff.

**RATE TABLE**

Net Rates per kilowatt-hour of energy used each month:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
First 20,000 KWH	0.451	1.561	See Generation Supply Rate below.
Next 30,000 KWH	0.451	1.461	See Generation Supply Rate below.
Over 50,000 KWH	0.451	1.292	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

(C) Indicates Change

**RATE TE - (Continued)**  
**NON-RESIDENTIAL SERVICE - TOTAL ELECTRIC**

**MINIMUM MONTHLY CHARGE**

The Minimum Monthly Charge shall be \$692.81 plus \$7.39 for each kilowatt of maximum monthly demand in excess of 35 kilowatts for energy supplied to customers from the Company prior to January 1, 2010. The Minimum Monthly Charge shall be \$97.91 plus \$1.05 for each kilowatt of maximum monthly demand in excess of 35 kilowatts for energy supplied to customers from the Company on and after January 1, 2010. For customers taking generation service from an alternate electric supplier the minimum monthly charge shall be \$75.55 plus \$0.81 for each kilowatt of maximum monthly demand in excess of 35 kilowatts.

**DETERMINATION OF BILLING DEMAND**

The Company shall set either indicating or recording meters, the choice being its option, to determine the demand. The demand shall be the highest fifteen (15) minute demand in kilowatts during the month.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased three (3) per cent.

(C) Indicates Change

**RATE GLP  
GENERAL LIGHTING AND POWER SERVICE**

This Rate Schedule is in the process of elimination and is available only to Customers served hereunder prior to July 29, 1970.

**AVAILABILITY**

Available to Customers located on Company's distribution lines desiring electric service for general lighting and/or power service.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, single phase, 120 or 240 volts, 2 wire; 120-240 volts, 3 wire; and 3 phase, 120-240 volts, 4 wire; 120-208 volts, 4 wire; 277-480 volts, 4 wire; 240 or 480 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**

For energy used each month as registered by meter.

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
First 40 hours of billing demand	0.454	8.018	See Generation Supply Rate below.
Over 40 hours of billing demand	0.454	2.855	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**DETERMINATION OF DEMAND**

The demand shall be determined at the option of the Company by one of the following methods:

- (a) Determined by estimate or test at the time of maximum use.
- (b) Measured by meters which will at the option of the Company either indicate or record the demand. The demand shall be the highest fifteen (15) minute demand in kilowatts during the month. Where power installations include hoists, elevators, welding machines, electric furnaces or other load having high intermittent peak load requirements, the Company reserves the right to use for billing purposes the single maximum demand established during a five (5) minute interval.

(C) Indicates Change



**RATE GLP - (Continued)**  
**GENERAL LIGHTING AND POWER SERVICE**

**MINIMUM DEMAND AND MONTHLY CHARGE**

The minimum demand used for billing purposes shall not be less than one (1) kilowatt for power service and five (5) kilowatts for lighting service. The Minimum Monthly Charge shall be:

- (a) Power Service .....\$11.24 per kilowatt of demand, but in no event less than \$11.24 for customers taking energy supply service from the Company prior to January 1, 2010. (C)  
The charge shall be \$2.35 per kilowatt of demand, but in no event less than \$2.35 for (D)  
customers taking energy supply service from the Company on and after January 1, 2010.  
The charge per kilowatt shall be \$2.22 for customers taking generation service from an alternate electric supplier but in no event less than \$2.22.
- (b) Lighting Service .....\$11.24 per kilowatt of demand, but in no event less than \$56.20 per month for customers taking energy supply service from the Company prior to January 1, (C) 2010. The charge shall be \$2.35 per kilowatt of demand, but in no event less than (D) \$11.75 per month for customers taking energy supply service from the Company on and after January 1, 2010. The charge per kilowatt shall be \$2.22 for customers taking generation service from an alternate electric supplier but in no event less than \$11.10 per month.

**DISCOUNTS**

Discounts applied in the order stated herein will be allowed on bills hereunder.

- (a) Quantity Discounts as follows except on minimum charges:
  - First Three Hundred Seventy-Six Dollars and Thirty Cents (\$376.30) of bill..Net
  - All Over Three Hundred Seventy-Six Dollars and Thirty Cents (\$376.30) of bill..25%
- (b) Primary Discount of five (5) percent will be allowed where service is metered on the primary or high tension side of and transforming apparatus and where the meter demand is 100 kw or more.

**POWER FACTOR**

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

(D) Indicates Decrease  
(C) Indicates Change

**RATE GLP - (Continued)**  
**GENERAL LIGHTING AND POWER SERVICE**

**BREAKDOWN AND STANDBY SERVICE**

Breakdown and standby service will be supplied only under this rate and for contract demands of not less than ten (10) kilowatts at a minimum monthly charge of Eleven Dollars and Twenty-Four Cents (\$11.24) per kilowatt of contract or measured demand, whichever is greater, prior to January 1, 2010. This charge (C) will be Two Dollars and Thirty-Five Cents (\$2.35) per kilowatt of contract or measured demand, (D) whichever is greater, on and after January 1, 2010. At the Company's option, the demand may be measured as herein before set forth, provided that if the measured demand exceeds the contract demand by more than thirty-three and one-third (33-1/3) per cent, a new contract demand shall be established and shall be seventy-five (75) per cent of the measured demand.

Service used hereunder in conjunction with Customer's other source of supply, must be taken through an approved double throw switch, and Customer must not at any time operate his other source of supply in parallel with the Company's service.

**CHURCHES**

Bills rendered for service supplied to a building or buildings the primary use of which is public worship, will be modified by the following:

- (1) Minimum Payment. The minimum monthly payment shall be \$11.24 for customers supplied with electric generation service from the Company prior to January 1, 2010 and will be \$2.35 on and after January 1, 2010. For customers taking generation service from an alternate electric supplier the minimum monthly payment shall be \$2.22. (D)
- (2) Maximum Use of Capacity. The maximum use of capacity shall be taken as fifteen (15) kilowatts.
- (3) Upon payment of a bill within thirty (30) days from the mailing date, the prompt payment discount, if any, will be allowed.

This provision is not available where service is supplied to one building under more than one rate.

**PUBLIC AND PRIVATE SCHOOLS**

Bills rendered for service supplied to private, public and parochial schools and colleges will be modified by the following:

- (1) The Minimum Monthly Charge shall be \$11.24 for customers supplied with electric generation service from the Company prior to January 1, 2010 and will be \$2.35 on and after January 1, 2010. For customers taking generation service from alternate electric suppliers the minimum monthly payment shall be \$2.22. (D)
- (2) Where Customers install and operate electrical cooking equipment for demonstration and educational purposes, the billing demand, except in the months of July and August, shall be reduced by 25% of the nameplate rating of the equipment used for this purpose. No billing will be reduced below ten (10) kilowatts or the established minimum demand.
- (3) Upon payment of a bill within thirty (30) days from the mailing date the prompt payment discount, if any, will be allowed.

This provision is not available where service is supplied to one building under more than one rate.

(D) Indicates Decrease  
(C) Indicates Change

**RATE GLP - (Continued)**  
**GENERAL LIGHTING AND POWER SERVICE**

**SPACE HEATING**

This provision is in the process of elimination and is available only to service locations served hereunder prior to January 1, 1980 or Customers transferring from Rate Schedules TE and IH.

When the sole primary method of space heating is supplied by equipment and installation approved by the Company, the Customer's billing demand shall be adjusted each month during the heating season by eliminating there from the demand and the energy usage utilized by space heating equipment determined in accordance with the following schedule:

	SPACE HEATING		AIR CONDITIONING	
	Demand Reduction (KW) % of Installed Heating KW	Energy Usage (KWH) per KW of Installed Heating Capacity	Demand Reduction (KW) per Ton of Installed Air Conditioning	Energy Usage (KWH) per Ton of Installed Air Conditioning
January	60	160	---	---
February	60	145	---	---
March	60	120	---	---
April	40	70	---	---
May	30	25	1.0	45
June	25	5	1.2	270
July	---	---	1.4	340
August	---	---	1.4	340
September	30	15	1.2	270
October	40	50	1.0	135
November	40	100	---	---
December	45	150	---	---

The above energy eliminated from a Customer's bill shall be billed at 2.401¢ per kWh plus the applicable GSR in Section 29 in this Tariff for customers supplied with energy from the Company. This energy shall be billed at 1.947¢ per kWh for customers taking generation service from an alternate electric supplier. That portion of the bill computed at 2.401¢ or 1.947¢ per kWh will be deducted before applying quantity discounts.

(C)

(C) Indicates change

**RATE GLP - (Continued)**  
**GENERAL LIGHTING AND POWER SERVICE**

**ANNUAL GUARANTEE**

For customers taking generation service from the Company the Annual Guarantee for all service is \$278.87 when service has been supplied for a full twelve-month period ending with June bills. If the customer is taking generation service from an alternate electric supplier, the Annual Guarantee is \$86.38 when service has been supplied for a full twelve-month period ending with June bills. If the net amounts billed for service during such period aggregate less than the Annual Guarantee associated with the service being taken the difference shall become part of the bill for June.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate except for charges made under the Energy Cost Rate.

**EDUCATION CHARGE RIDER AND ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Education Charge Rider and the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills at the foregoing rates and discounts are due and payable on or before the last day for payments as specified on bill. Bills to Customers who defer payments beyond the specified date will be increased two (2) percent.

**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.

(C)

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
Demand Charge:			
First 100 kw of billing demand	\$11.00 *	\$135.80 *	See Generation Supply Rate below.*
Next 400 kw of billing demand	\$0.11	\$0.94	See Generation Supply Rate below.
Over 500 kw of billing demand	\$0.11	\$0.69	See Generation Supply Rate below.
First 100 hours use of billing demand	0.167	1.696	See Generation Supply Rate below.
Next 200 hours use of billing demand but not more than 200,000 KWH	0.167	1.518	See Generation Supply Rate below.
Next 200 hours use of billing demand but not more than 200,000 KWH	0.167	1.383	See Generation Supply Rate below.
Excess	0.167	1.295	See Generation Supply Rate below.

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

(C) Indicates Change

Issued: April 29, 2011

Effective: April 30, 2011

**RATE LP - (Continued)  
LARGE POWER SERVICE**

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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.

**EQUIPMENT CREDIT**

Where all substation and transforming equipment is owned and maintained by the Customer, the Company will allow a credit of (10) percent of the demand charge.

**ANNUAL GUARANTEE**

The annual guaranteed revenue shall be equal to twelve (12) times the monthly contract demand charge but in no event less than \$5,508.00 for customers taking generation service from the Company. This amount shall not be less than \$1,471.56 when the customer is taking generation service from an alternate electric supplier.

(C) Indicates Change

**RATE LP - (Continued)**  
**LARGE POWER SERVICE**

**OFF-PEAK POWER**

When it is mutually advantageous to both the Company and Customer, the Customer's billing demand under this Rate shall be adjusted for service supplied during off-peak hours for demands in excess of those supplied during on-peak hours. Customers applying for this Off-Peak Provision must meet the following requirements:

- (1) Customer must make a written request to Company for the application of this Provision, and Company shall, in its sole judgment, determine whether or not sufficient reason exists for its application.
- (2) Company reserves the right to curtail or discontinue at any time, and without liability to Customer, Customer's use of the excess capacity.
- (3) If service under this Provision is made available to more than one Customer, the available capacity of Company's facilities shall be prorated on the basis of billing demands if sufficient capacity is not available to supply the total amount requested.
- (4) The Customer's off-peak demand may exceed Customer's on-peak demand to the extent which Company shall determine that its facilities permit supplying such excess demand without disturbing service to its other Customers.
- (5) The capacity supplied by the Company must be the exclusive source of service for the connected load so supplied under this Provision.
- (6) The Company is not required to provide additional delivery facilities for the delivery of power and energy exempted from the demand charge by this Provision.

**DEFINITION OF PEAK HOURS**

On-peak hours are defined as those hours between 8:00 A.M. and 9:00 P.M. Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays. Off-peak hours are defined as the hours other than those specified as on-peak hours.

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to change, from time to time, the hours specified above in accordance with the operating conditions of the Company's system.

**RATE LP - (Continued)**  
**LARGE POWER SERVICE**

**DETERMINATION OF BILLING DEMAND FOR OFF-PEAK SERVICE**

Customer's billing demand shall be taken as the highest of the following:

- (1) Customer's on-peak demand.
- (2) Customer's minimum demand.
- (3) Sixty-six and two-thirds (66-2/3) per cent of Customer's off-peak demand established during the off-peak hours specified above.
- (4) Twenty-five (25) per cent of Customer's off-peak demand established when Customer limits excess demands to operation between 11:00 P.M. and 7:00 A.M.

That portion of any demand established during off-peak hours, which is above the off-peak demand allowed by the Company, shall be added to the highest demand established during on-peak hours for the purpose of determining billing demand.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased two (2) percent.

(C) Indicates Change



**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 TABLE**

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

	Transmission (¢/kwh)	Distribution (¢/kwh)	Generation (¢/kwh)
Demand Charge:			
First 2,000 kw of billing demand	\$220.00 *	\$1,625.35 *	See Generation Supply Rate below.*
Over 2,000 kw of billing demand	\$0.11	\$0.64	See Generation Supply Rate below.
First 100 hours use of billing demand	0.197	1.656	See Generation Supply Rate below.
Next 100 hours use of billing demand but not more than 200,000 kwh	0.197	1.398	See Generation Supply Rate below.
Excess	0.197	1.228	See Generation Supply Rate below.

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

**DETERMINATION OF DEMAND**

The demand shall be determined by recording meters during each fifteen (15) minute period of the month. The billing demand shall be calculated as the average of the four (4) highest demands recorded during different days of 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 sixty (60) percent of the maximum billing demand of the previous eleven (11) months or two thousand (2,000) kilowatts, whichever is greater.

(C) Indicates Change

(C)

**RATE HTP - (Continued)**  
**HIGH TENSION POWER SERVICE**

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company. (C)

**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.

**ANNUAL GUARANTEE**

The annual guaranteed revenue shall be equal to twelve (12) times the monthly contract demand charge but in no event less than Sixty-Four Thousand Nine Hundred Thirty-Two Dollars (\$64,932.00). This amount shall not be less than \$18,288.00 when the customer is taking generation service from an alternate electric supplier.

**OFF-PEAK POWER**

When it is mutually advantageous to both the Company and Customer, the Customer's billing demand under this Rate shall be adjusted for service supplied during off-peak hours for demands in excess of those supplied during on-peak hours. Customers applying for this Off-Peak Provision must meet the following requirements:

- (1) Customer must make a written request to Company for the application of this Provision, and Company shall, in its sole judgment, determine whether or not sufficient reason exists for its application.
- (2) Company reserves the right to curtail or discontinue at any time, and without liability to Customer, Customer's use of the excess capacity.
- (3) If service under this Provision is made available to more than one Customer, the available capacity of the Company's facilities shall be prorated on the basis of billing demands if sufficient capacity is not available to supply the total amount requested.
- (4) The Customer's off-peak demand may exceed Customer's on-peak demand to the extent which Company shall determine that its facilities permit supplying such excess demand without disturbing service to its other Customers.
- (5) The capacity supplied by the Company must be the exclusive source of service for the connected load so supplied under this Provision.
- (6) The Company is not required to provide additional delivery facilities for the delivery of power and energy exempted from the demand charge by this Provision.

**RATE HTP - (Continued)**  
**HIGH TENSION POWER SERVICE**

**DEFINITION OF PEAK HOURS**

On-peak hours are defined as those hours between 8:00 A.M. and 9:00 P.M. Eastern Standard Time or Daylight Saving Time, whichever is in common use, daily except Saturdays, Sundays and holidays.

Off-peak hours are defined as the hours other than those specified as on-peak hours. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Company reserves the right to change from time to time, the hours specified above in accordance with the operating conditions of the Company's system.

**DETERMINATION OF BILLING DEMAND FOR OFF-PEAK SERVICE**

Customer's billing demand shall be taken as the highest of the following:

- (1) Customer's on-peak demand.
- (2) Customer's minimum demand.
- (3) Sixty-Six and two-thirds (66-2/3) percent of Customer's off-peak demand established during the off-peak hours specified above.
- (4) Twenty-five (25) percent of Customer's off-peak demand established when Customer limits excess demands to operate between 11:00 P.M. and 7:00 A.M.

That portion of any demand established during off-peak hours, which is above the off-peak demand allowed by the Company, shall be added to the highest demand established during on-peak hours for the purpose of determining billing demand.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased two (2) percent.

(C) Indicates Change

**RATE SL  
STREET LIGHTING SERVICE**

This rate schedule is available only to those service locations connected prior to July 1, 2007.

**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** (Applicable prior to January 1, 2010)

(C)

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

<b>Lamp Rating</b>	<b>Municipal or Public Authority</b>
Mercury Vapor	
3,750 Lumens (Note 1)	\$ 7.71
7,000 Lumens	10.19
11,000 Lumens	15.11
20,000 Lumens	21.00
60,000 Lumens	40.24
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.

(C) Indicates Change

**RATE SL - (Continued)  
STREET LIGHTING SERVICE**

**RATE TABLE** (Applicable on or after January 1, 2010)

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	\$3.86	4.035
7,000 Lumen	\$4.03	4.035
11,000 Lumen	\$6.33	4.035
20,000 Lumen	\$7.60	4.035
60,000 Lumen	\$6.39	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.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

**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, 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.

**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.

(C) Indicates Change

**RATE SL - (Continued)**  
**STREET LIGHTING SERVICE**

(C)

**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. The Company reserves the right to make an additional charge of 8¢ per month for each additional distance of twenty-five (25) feet spacing required and if additional poles are required for spacing exceeding 400 feet, a charge of 84¢ per pole per month; provided that these charges shall not apply to installations made prior to August 1, 1946; provided further that pole charges shown in the Rate Table apply to any pole installed after January 1, 1981.

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

(C) Indicates Change

**RATE SL - (Continued)**  
**STREET LIGHTING SERVICE**

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate. (C)

**PAYMENT TERMS**

Bills for service taken will be rendered monthly, and if paid within thirty (30) days after date of bill the following discounts will be allowed:

Contracts, 5 years or more.....5% discount on first \$323.48 of monthly bill  
plus 2% discount on balance

Contracts, less than 5 years.....1% discount on total monthly bill

No discount will be allowed where contract for service is not in effect or where payments are deferred beyond the thirty (30) day period herein specified.

(C) Indicates Change

Issued: August 31, 2016

Effective: September 1, 2016

**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** (Applicable prior to January 1, 2010)

(C)

Nominal Initial Lumens	Wattage	Municipal or Public Authority
9,500	100	\$11.97
16,000	150	13.94
25,000	250	18.37
50,000	400	24.25

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.

(C) Indicates Change



**RATE SSL - (Continued)  
SODIUM STREET LIGHTING**

**NET MONTHLY RATE** (Applicable on or after January 1, 2010)

	Municipal or Public Authority	
	Customer Charge (Per Lamp)	Distribution (¢/KWH)
9,500 Lumen	\$7.41	4.035
16,000 Lumen	\$7.47	4.035
25,000 Lumen	\$8.45	4.035
50,000 Lumen	\$8.97	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.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

**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.

**CUSTOMER FINANCING**

When the Company permits the Customer to finance all or a portion of Company's cost of street lighting equipment, of a type being offered by Company, the Company will recognize this financing by crediting Customer's street lighting account over 10 years with an amount equal to Customer's contribution plus interest.

(C) Indicates Change

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

The rates set forth above state net prices. Standard bills will show the net amount and a gross amount 3% greater than the net amount. If payment is made on or before the last day for payment as specified on the bill, prompt payment discount equal to the difference between the gross and net amounts will be allowed.

(C) Indicates Change

**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** (Applicable prior to January 1, 2010)

(C)

Nominal Initial Lumens	Wattage	Municipal or Public Authority
9,000	100	\$11.27 (1)
12,900	150	\$11.27 (1)
13,000	175	\$11.27 (1)
20,500	250	\$16.16
36,000	400	\$20.06

(1) 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.

(C) Indicates Change

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

**NET MONTHLY RATE** (Applicable on or after January 1, 2010)

	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 ..... 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

**GENERATION SUPPLY RATE**

(C)

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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.
- (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.

(C) Indicates Change

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

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**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.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all Customers served under this rate schedule and taking Default Service from the Company.

**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.

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

- (c) 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.
- (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.
- (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.

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the estimated kilowatt-hours of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

A late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum.

(C) Indicates Change

**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.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**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.

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

- (c) 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.
- (d) 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.
- (e) 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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the estimated kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate. (C)

**PAYMENT TERMS**

For municipalities and public authority Customers, a late payment charge of 1.25% per month of the unpaid balance of all charges due on a bill will be made for failure to make payment in full by the due date. These charges are to be calculated on the overdue portions of the bill only. Such interest rate, when annualized, shall not exceed 15% simple interest per annum. For non-residential Customers, bills are net if paid on or before the last day for payment as specified on bill. Bills of non-residential Customers who defer payment beyond the specified date will be increased three percent (3%).

(C) Indicates Change

**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**

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
First 100 KWH or less per month for each electrically driven pump installed	\$0.16	\$2.50	See Generation Supply Rate below.
All additional KWH	0.117	1.780	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

The above Rates are net and apply only when bills are paid within fifteen (15) days from the date thereof. When not so paid, the gross rate (being the net rate plus 5% on the first \$524.00 of monthly bill and 2% on the remainder thereof) applies.

**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.

(C) Indicates Change

**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.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are due upon presentation and shall be paid within fifteen (15) days from the date of bill for service supplied during the preceding month.

**POWER FACTOR**

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

(C) Indicates Change

**RATE IH  
INSTITUTIONAL HEATING SERVICE**

This Rate Schedule is available only to Customers being served hereunder prior to January 1, 1965, and also to prospective Customers to whom a definite rate commitment has been made as of that date for so long as service is continuous thereafter.

**AVAILABILITY**

This Rate is available to municipal, religious, charitable and educational institutions not conducted for profit, taking service metered at each delivery point for lighting, power and the sole primary method of space heating and water heating. All equipment and their installations served under this Rate must be approved by the Company.

**CHARACTER OF SERVICE**

Alternating current, 60 cycles, 3 phase, at such primary voltages as may be determined by the Company, with one transformation to a lower voltage.

**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 in accordance with Rules and Regulations set forth in this Tariff.

**RATE TABLE**

Net rates per kilowatt-hour of energy used each month:

	Transmission (¢/KWH)	Distribution (¢/KWH)	Generation (¢/KWH)
First 40,000 KWH	0.532	1.908	See Generation Supply Rate below.
All Over 40,000 KWH	0.532	1.630	See Generation Supply Rate below.

**GENERATION SUPPLY RATE**

The GSR rate stated in Section 29 in this Tariff is applicable to all customers served under this rate schedule and taking Default Service from the Company.

(C)

**ANNUAL GUARANTEE**

For customers taking generation service from the Company the annual guaranteed revenue shall be a sum equal to \$40.60 per year for each KW of maximum billing demand, but in no event less than \$1,015.00 when service has been supplied for a full twelve-month period ending with June bills. The annual guaranteed revenue shall be a sum equal to \$9.78 per year for each KW of maximum billing demand, but in no event less than \$244.50 for customers taking generation service from an alternate electric supplier for the full preceding twelve month period. If the net amounts billed for service during such period aggregate less than the annual guaranteed revenue, the difference shall become a part of the bill for June.

(C) Indicates Change

**RATE IH – (Continued)**  
**INSTITUTIONAL HEATING SERVICE**

**DETERMINATION OF BILLING DEMAND**

The Company shall set either indicating or recording meters, the choice being its option, to determine the demand. The demand shall be the highest 15 minute demand in kilowatts during the month.

**TAX ADJUSTMENT SURCHARGE**

The Tax Adjustment Surcharge included in this Tariff is applied to charges under this Rate.

**ENERGY EFFICIENCY AND CONSERVATION RIDER**

The rates as set forth under the Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

The rates as set forth under the Phase II Energy Efficiency and Conservation Rider included in this Tariff shall apply to the kilowatt-hour of energy used each month under this Rate.

(C)

**PAYMENT TERMS**

Bills are net if paid on or before the last day for payment as specified on bill. Bills of Customers who defer payment beyond the specified date will be increased three (3) percent.

(C) Indicates Change

**UGI ELECTRIC EXHIBIT F – CURRENT TARIFF**

**ELECTRIC GENERATION SUPPLIER  
COORDINATION TARIFF - PA P.U.C. NO. 1S**

UGI Utilities, Inc. - Electric Division

ELECTRIC GENERATION SUPPLIER  
COORDINATION TARIFF

Issued: June 25, 2014

Effective: August 24, 2014

Issued by: Paul J. Szykman  
Vice President – Rates  
2525 North 12<sup>th</sup> Street, Suite 360  
Post Office Box 12677  
Reading, Pennsylvania 19612-2677

Issued per the Order  
entered September 12, 2013  
at Docket No. P-2013-2357013.

---

# NOTICE

THIS TARIFF MAKES CHANGES TO EXISTING RULES (PAGE 2)

---



**LIST OF CHANGES MADE BY THIS TARIFF**

**Rule 5 – DIRECT ACCESS PROCEDURES - Page 20**

- Added Rule 5.7 Standard Offer Customer Referral Program (“SO Program”)

## TABLE OF CONTENTS

	<u>Page(s)</u>
List of Changes Made 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 - 20
6. Load Forecasting.....	21 - 23
7. Load and Capacity Scheduling .....	24
8. Monthly System Supply/Usage Reconciliation and Balancing .....	25 - 26
9. Utilization of Scheduling Coordinators .....	27
10. Meter Installation.....	28
11. Meter Reading and Metering Data.....	29
12. Payment and Billing.....	30 - 33
13. Confidentiality of Information .....	34
14. Withdrawal by EGS from Retail Service .....	35
15. EGS's Discontinuance of Customers .....	36
16. Liability .....	37
17. Breach of Coordination Obligations .....	38
18. Termination of Individual Coordination Agreement .....	39
19. Miscellaneous .....	40 - 41
Riders:	
1. Individual Coordination Agreement Rider .....	42 - 45
2. Scheduling Coordinator Designation Form .....	46 - 49

## 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 eScheduler 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.



## **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,
  - (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 Commission licensed supplier; and,
  - (f) an Electronic Data Interchange (EDI) Trading Partner Agreement, fully executed by an authorized representative of the EGS.
- 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 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.
- 3.4 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,

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

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

- (c) the EGS has not obtained a license from the Commission to provide electric generation services, or such license is suspended or revoked.

- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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 3.5 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.
- 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 following information regarding the EGS's customers in an electronic file available on the Company's web site:
- (1) UGI Account Number
  - (2) Billing Route
  - (3) Customer Name
  - (4) Service Address
  - (5) Service City
  - (6) Service State, Zip
  - (7) Mailing Address
  - (8) Mailing City
  - (9) Mailing State, Zip
  - (10) Contact Name (applicable to industrial and large commercial Customers only)
  - (11) Contact Address (applicable to industrial and large commercial Customers only)
  - (12) Contact City, State, Zip (applicable to industrial and large commercial Customers only)
  - (13) Unlisted Phone Number Code
  - (14) Telephone Number
  - (15) Rate Class
  - (16) Rate Class Load Profile and Class Strata (if any)
  - (17) Registered Peak Demand

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

### **4. COORDINATION OBLIGATIONS**

- (18) Load Factor
- (19) Annual kWh
- (20) Meter Use Code
- (21) Delivery Date
- (22) Load Bus
- (23) Whether Customer is on Budget Billing
- (24) Whether the Customer is on a special payment agreement

- (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. At a minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's UGI account number, data about meter readings, rate class and electric usage, and the Customer's address(es) and telephone number.
- (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 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.

**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 Direct Access procedures set for in this Tariff and in the EDC Tariff.

- (a) Enrollment - The Company will process Company-supplied enrollment cards or EGS enrollment cards that conform with the Company's defined standards and are sent to the Company's designated Post Office box. If EGSs wish to use non-conforming cards, they may do so, but they must process them and then send enrollment information to the Company via properly formatted electronic files. The Company will acknowledge receipt of enrollment files received from EGSs via electronic confirmation. All EGS enrollment cards must enable a Customer to decide whether to consent to the disclosure of confidential Customer-specific information by the Company to all EGSs. The cards the Company will use will contain a check-off box, which a Customer would check to affirmatively indicate the Customer's consent to disclosure of confidential Customer-specific information.
- (b) Provision of Customer Lists - Concurrent with the Company notifying Customers of their eligibility to select an EGS, the Company shall provide to all properly registered EGSs a complete list of eligible enrolled Customer information in electronic format. Said list shall be provided electronically and be made available on the same date Customers are notified that they have been enrolled. Said list shall include, at a minimum, the information outlined in Rule 5.1(d).
- (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.

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

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

#### **(d) Data Exchange**

- (1) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1(b) 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(b) shall contain at a minimum the following information about Customers that have not consented to the release of Customer information.
  - (i) Name, address, and Company Account Number
  - (ii) Rate Class

#### **5.2 Initial EGS Selection during 1998**

- (a) If an enrolled Customer or person authorized to act on the enrolled Customer's behalf contacts the Company via telephone to select an EGS, the Company will direct the Customer or authorized representation to contact that EGS and provide the telephone number of the EGS, if required.

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

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

- (b) The EGS will obtain appropriate authorization from the Customer, or from the 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.
- (c) The EGS shall provide an electronic file to the Company listing those Customers to whom they will be providing generation service. The format of this file and its contents shall comply with the data exchange standards established by the EDEWG and approved by the Commission. Upon receipt of the electronic file from the EGS, the Company will confirm its receipt. Within three 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.
- (d) The Company shall send a confirmation letter to all Customers who have made an initial EGS selection. Included in this letter shall be notification of a 10-day waiting period in which the Customer may cancel its selection of an EGS. The confirmation letter shall include the Customer's Name, Address, Account Number, selected EGS, selected Billing Option (1-bill, 2-bills), and Service Effective Date. The waiting period shall begin on the day the letter is mailed to the Customer. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the EGS selection, the EGS will become the Customer's EGS of record for delivery effective with the Customer's January 1999 meter reading. If the Customer elects to rescind its EGS selection, the Company will notify the rejected EGS electronically in accordance with the data exchange standards established by the EDEWG and approved by the Commission. In the event the Customer rescinds its EGS selection after the 10-day waiting period, the Customer will be required to remain with the selected EGS for a minimum of one billing cycle.



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

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

#### **5.3 Switching Among EGSs or an Initial Selection of an EGS Beginning in January 1999**

- (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 shall send the Customer a confirmation letter, within one (1) business day, notifying the Customer of the right to rescind. The confirmation letter shall include the Customer's Name, Address, Account Number, selected EGS, selected Billing Option (1-bill, 2-bills), and Service Effective Date. The waiting period shall begin on the day the letter is mailed to the Customer. If the Customer does not contact the Company within 10 days of the date on the confirmation letter, the selection will be effective as of the Customer's next scheduled Meter Read Date and the EGS will become the EGS of record for delivery provided that: (1) the Company has received at least 16 days prior notice from the EGS and all Customer information provided to the Company is accurate and complete; (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to dispute the EGS selection. In such circumstances, the Company will make available to the new EGS an electronic file, containing information for the new customers of record for that particular EGS, in accordance with Rule 4.14(a).

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

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

If, during the 10-day waiting period, the Customer elects to rescind its new EGS selection, the Company will notify the rejected EGS of the rescission electronically in accordance with the data exchange standards established by the EDEWG and approved by the Commission. In the event the Customer rescinds their EGS selection after the 10-day waiting period, the Customer will be required to remain with the selected EGS for a minimum of one billing cycle.

- (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.

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

- (a) 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 Company will process the request as follows: The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within ten (10) days of the date of the confirmation letter, then the Company will complete the request. The request will be effective as of the next scheduled Meter Read Date and the Company as the Provider-of-Last Resort will become the supplier of record for delivery provided that: (1) the Company has received at least sixteen (16) days prior notice from the Customer; and (2) the ten (10) day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default PLR Service. The Company will notify the Customer's prior EGS of the discontinuance of service to the Customer from that prior EGS. Nothing contained herein will result in discontinuance of service to the Customer in the event of a default by an EGS.

#### **5.5 Customer Relocations**

- (a) If a Customer contacts the Company to discontinue electric service at their current location and they are taking generation service from an EGS, the Company will determine if they shall continue to take generation service from their current EGS at their new location. If the Customer wishes to retain service from the EGS, the Company shall notify the EGS of the Customer's new location electronically in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

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

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

If the Customer advises the Company they will be using a different EGS at their new location, the Company shall advise the Customer that their chosen EGS will need to contact the Company in accordance with Section 5.3 of this Tariff. The Company will then notify the Customer's current EGS in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

- (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.
- (c) If the Company elects to change the account number for a Customer receiving generation service from an EGS, the Company shall notify the EGS of the change in account number.

### **5.6 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.

### **5.7 Standard Offer Customer Referral Program (“SO Program”)**

(C)

- (a) Under UGI'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 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 UGI 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.

(C) ..... Indicates Change

## **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 weather normalized 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 weather normalized 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 - The daily forecasting process shall be performed on each business day. A business day is a weekday excepting Company holidays. The daily forecasting process shall be performed on each business day for a scheduling window consisting of all following days through the next business day.

For example, the daily forecasting process shall be performed 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 daily 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 eScheduler 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 replace 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 eScheduler 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.
  - (b) Load Schedule Changes - An EGS may initiate changes to the load schedule using the PJM eScheduler System. It is the responsibility of an EGS to make any necessary changes and notify the Company via telephone that changes have been made and a general description of the operational reasons for the changes. The Company will make reasonable efforts to review and, if the reason for the changes are determined by the Company to be operationally valid, confirm the load schedule changes using the PJM eScheduler System within one hour of the time that an EGS notifies the Company of the change. In the absence of confirmation by the Company, the prior load schedule value shall remain in effect. In light of deadlines imposed by the PJM OI for the submission of load schedule changes, an EGS should initiate any necessary changes and notify the Company well before the cut-off time to increase the likelihood that the changes will be accepted.

## **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.
- 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 results will also be posted on the Company's web-site the same day the results are provided to PJM.

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 EGSs aggregated hourly load for the calendar month shall then be determined by adding the EGS's Customer's gross hourly loads.



**RULES AND REGULATIONS (continued)**

8. MONTHLY SYSTEM SUPPLY/USAGE RECONCILIATION AND BALANCING

- 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 eScheduler.
- Step 4: The results shall then be submitted to PJM for billing, and posted on UGI's web-site.

## **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.

## **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.
- 10.4 EGS Request for Advanced Meter.** The Company shall offer and support a (C) selection of qualified advanced meters and meter related devices compatible with its existing infrastructure. A list of the Company's approved advanced meters and meter related devices, as well as the incremental cost associated with each, appears in the Commission's Advanced Meter Catalog. The Company shall install such meters and/or devices upon the request of an EGS or a Customer within a reasonable amount of time and at the expense of the EGS or the Customer. The EGS or the Customer must pay in advance the incremental costs associated with the requested advanced meter and/or meter related device. The Company shall own and maintain all such advanced metering equipment. An EGS or the Customer 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.

(C) ..... Indicates Change

## **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 5:30 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) Customer Choice of Billing Option - The Customer shall have the choice of receiving a Company generated consolidated bill for the service(s) provided by their EGS and the Company, or receiving separate bills from the EGS and the Company.
- (b) 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.

- (c) 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.
- (d) Sales Tax Exemption - The EGS for whom the Company is billing must provide the applicable sales tax exemption percentage to the Company, otherwise the EGS's charges shall be 100% taxable. 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.
- (c) Budget Billing - If the EGS is providing the Customer service under a budget billing or equal monthly payment arrangement and the Customer had no unpaid balance with the Company prior to taking Competitive Energy Supply, the Company shall remit to the EGS a pro rata portion of any partial payment made by the Customer based on that part of the budget bill applicable to generation service.

However, if the Customer has an unpaid balance as described in Section 12.2(a) of this Tariff, then any partial payment shall first be applied in full to the prior unpaid balance, or in accordance with the terms of any applicable payment agreement. Any remaining funds shall be prorated between the Company and EGS as previously described.

## **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, telex, telecopy or Internet 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.

To: UGI Utilities, Inc - Electric Division

UGI Utilities, Inc. - Electric Division  
400 Stewart Rd.  
P. O. Box 3200  
Wilkes-Barre, PA 18773-3200  
Attn: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet E-Mail: \_\_\_\_\_

To the EGS:

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

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

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet E-Mail: \_\_\_\_\_

**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:

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

Attn: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

Internet E-mail: \_\_\_\_\_

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

To the Scheduling Coordinator:

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

Attn: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

Internet E-mail: \_\_\_\_\_

- 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: \_\_\_\_\_