

Duquesne Light CompanyOriginal Page No. 52

contact with the EGS in connection with the Company's provision of Coordination Services to the EGS with respect to Load Forecasting, Supply Scheduling and Reconciliation. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically designated to said Scheduling Coordinator in this Form.

- 5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges related to Load Forecasting, Supply Schedules and Reconciliation that are 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:

Issued _____, 1998
Effective _____, 1998

Duquesne Light Company

Original Page No. 53

To the EGS:

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____
Internet email: _____

To the Scheduling Coordinator:

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____
Internet email: _____

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

Duquesne Light Company

Original Page No. 54

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

Signature: _____
Name: _____
Title: _____
Date: _____

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: _____

Duquesne Light CompanyOriginal Page No. 55**TABLE 1****Real Power Distribution Losses**

Rate Schedule	Percentage of Loss
AL - Architectural Lighting Service	6.7%
GL - General Service Large	4.3%
GLH - General Service Large Heating	4.1%
GMH - General Service Medium Heating	8%
GS/GM - General Service Small and Medium	8.6%
HVPS - High Voltage Power Service	0
L - Large Power Service	2.6%
RA - Residential Service Add On Heat Pump	9.5%
RH - Residential Service Heating	9.5%
RS - Residential Service	9.5%
SE - Street Lighting Energy	9.5%
SH - Street Lighting Highway	9.5%
SM - Street Light Municipal	9.5%
MTS - Municipal Traffic Signals	9.5%
PAL - Private Area Lighting	9.5%

Issued _____, 1998

Effective _____, 1998

PROPOSED SUPPLIER TARIFF
September November __, 1998

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

COMPANY OFFICE LOCATION

411 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Issued: November 5, 1998

Effective: _____, 1998

ISSUED BY: DAVID D. MARSHALL
Chief Executive Officer
411 SEVENTH AVENUE
PITTSBURGH, PA. 15219

TABLE OF CONTENTS

	<u>Page</u>
How to Use Loose-Leaf Tariff	4 <u>3</u>
Definition of Terms and Explanation of Abbreviations	5 <u>4</u>
RULES AND REGULATIONS:	
1. The Tariff	10 <u>8</u>
2. Scope and Purpose of Tariff	11 <u>9</u>
3. Commencement of EDC/EGS Coordination	12 <u>10</u>
4. Coordination Obligations	14 <u>12</u>
5. Direct Access Procedures	18 <u>15</u>
6. Load Forecasting	27 <u>24</u>
7. Supply Scheduling	31 <u>28</u>
8. Reconciliation	33 <u>29</u>
9. Utilization of Scheduling Coordinators	35 <u>31</u>
10. Metering Data	36 <u>32</u>
11. Confidentiality of Information	36 <u>33</u>
12. Payment and Billing	37 <u>33</u>
13. Withdrawal by EGS from Retail Service	41 <u>36</u>
14. EGS's Discontinuance of Service to Particular Customers	42 <u>37</u>
15. Liability	42 <u>38</u>
16. Breach of Coordination Obligations	43 <u>39</u>
17. Termination of Individual Coordination Agreement	45 <u>40</u>
18. Alternative Dispute Resolution	46 <u>41</u>
19. Miscellaneous	48 <u>42</u>
CHARGES:	
Supplier Administration Charge-51	
Technical Support And Assistance Charge	45 <u>52</u>
Load Data Supply Charge-53	
Supplemental Billing Information Charge-54	
Load Forecasting Services Charge-55	
Supplier Switching Charge-56	

Issued _____, 1998

Effective _____, 1998

Duquesne Light Company

Original Page No. 3

RIDERS:

Individual Coordination Agreement Rider	57	<u>46</u>	
Scheduling Coordinator Designation Form	62	<u>51</u>	
Real Power Distribution Losses Table	67	<u>55</u>	

HOW TO USE LOOSE-LEAF TARIFF

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2", "Original Page No. 3," etc.

2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.

3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No....," the second time as "Second Revised Page No....," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.

4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." If a second added page should be required, it would be issued as "Original Page No. 2B." Subsequent reprints will be consecutively designated as "First Revised...," "Second Revised...," etc.

Issued _____, 1998
 Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 4

5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes effective, the page superseded should be removed from the Tariff.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Ancillary Services - those services that are necessary to support the Competitive Energy Supply from resources to loads while maintaining reliable operation of the Control Area in accordance with the OATT.

Bad Credit - an EGS has bad credit if it has a history of delinquent obligations (~~as evidenced by two payments overdue by sixty days~~) or 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.

Company - Duquesne Light Company.

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

Competitive Energy Supply - unbundled energy provided by an Electric Generation Supplier.

Control Area - as defined by North American Electric Reliability Council (NERC), an electrical system bounded by interconnection (tie-line) metering and telemetry. It controls its generation directly to maintain its interchange schedule with other control areas and contributes to frequency regulation of the interconnection.

Control Area Operator or CAO – Duquesne Light Company or the Independent

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 5

System Operator (ISO) that operates the Control Area to which Duquesne Light Company belongs.

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

Coordination Obligations - all obligations identified in this 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 services, those transmission and Ancillary services offered under the OATT tariff, and transmission losses and distribution losses.

~~Coordination Sales Tariff - the Company's Coordination Sales Tariff on file with the FERC and which sets forth the rates, terms and conditions for the sale of energy in the Duquesne Control Area.~~

Coordination Services Charges - all Charges stated in the Charges section of this Tariff, the OATT or the Coordination Sales 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 coordinating its energy supply with the CAO.

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 PaPUC. 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 history.

Customer(s) - any person, municipality, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 6

accordance with the Competition Act.

Customer Choice Internet Site - a Company Internet site with a Uniform Resource Locator (URL) of <http://www.customer-choice.com>.

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.

Delivery - the actual delivery of energy with respect to an energy schedule.

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

EDC Tariff - the Company's currently PaPUC approved Electric Service Tariff.

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. For purposes herein, an EGS may act as a Scheduling Coordinator.

Electronic Data Exchange Working Group or "EDEWG" - the PaPUC authorized working group established under the Proposed Standards for Electronic Data Transfer and Exchange Between EDCs and EGSs, Docket No. M-00960890F.0015.

Electronic Data Interchange or "EDI" - the computer application to computer application exchange of business information in a standard format, as more fully described in PaPUC Docket No. M-00960890F.0015.

Electronic Exchange - approved methods of data exchange (either through a VAN mailbox or a method to be defined by the EDEWG and approved by the PaPUC).

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 7

FERC - the Federal Energy Regulatory Commission.

Interval Metering Data- data from electrical metering equipment that supplies hourly or sub-hourly readings of customer consumption.

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

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

Month - a month, as defined under 52 PA Code § 56.2.

NERC TIS - the NERC Transaction Information System (TIS), which is defined and is available at the Internet site, <http://www.nerc.com/oc/tisform.html>. The TIS includes the tag and e-mail protocols.

Open Access Transmission Tariff or "OATT" - the Company's 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 Duquesne Control Area.

PaPUC or Commission - the Pennsylvania Public Utility Commission.

Pilot Customer(s) - a customer participating in the Company's Customer Choice pilot program.

Scheduling Coordinator - Entity that acts on behalf of one or more EGSs for the purpose of coordinating energy supply with the CAO.

Tariff - this Electric Generation Supplier Coordination Tariff.

Value Added Network or "VAN" - a method of data transfer that allows information to

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 8

be sent and received electronically using an electronic mailbox. This method meets minimum criteria in the following areas:

- Security and/or encryption of transactions and customer information
- Proof of transmission and receipt
- Positive identity of sender and recipient (non-repudiation)
- Reliability
- Data and file integrity
- Network performance and availability; and
- Recoverability and archiving of data.

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

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 Electric Generation Suppliers, 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 obligations imposed on EGSs in the Rules and Regulations 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

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 10

contrary thereto.

2. SCOPE AND PURPOSE OF TARIFF

2.1 Scope And Purpose Of Tariff. This Tariff sets forth the basic requirements for interactions and coordination between the Company as the Electric Distribution Company and EGSs necessary for ensuring the delivery of Competitive Energy Supply from EGSs to their Customers commencing on January 1, 1999.

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 that 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 PaPUC. Further, to the extent that anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, then such FERC rule, regulation, order or determination of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all necessary orders, approvals, and determinations from the FERC necessary to implement this Tariff.

2.3.1 Credit Requirements. The Company does not intend to impose duplicate credit requirements as arising under this Tariff and the OATT.

2.4 PaPUC Jurisdictional Matters. This Tariff operates and is subject to PaPUC Orders, rules and regulations.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 11

3. COMMENCEMENT OF EDC/EGS COORDINATION

3.1 Registration for Coordination Services. An EGS seeking to obtain Coordination Services hereunder must Deliver to the Company a completed registration, consisting of the following:

- (a) an Individual Coordination Agreement, as contained in a Rider hereto, fully executed in triplicate by a duly authorized representative of the EGS;
- (b) a copy of the EGS's Operating License or PaPUC Order licensing the EGS to operate;
- (c) the EGS's Pennsylvania sales tax identification number; and
- (d) a representation letter signed by an EGS officer asserting that its computer systems are year 2000 compliant, or shall be year 2000 compliant on or before December 31, 1999.

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. The Company will not process an incomplete registration until the EGS corrects the deficiencies and the EGS delivers the registration to the Company.

3.3 Credit Check. A registration for Coordination Services shall constitute authorization to the Company to conduct a background credit check on the EGS.

3.4 Processing of Registrations. The Company shall complete the processing of each registration for Coordination Services 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.

3.5 Grounds for Rejecting Registration. The Company may reject any registration for Coordination Services on any of the following grounds:

- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company under

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 12

- this Tariff;
- (b) the EGS has failed to comply with credit requirements specified in Rule 12 of the Tariff; and
 - (c) the EDC has provided written notice to the EGS that a registration is deficient, pursuant to 52 Pa. Code § 1.56, and the EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of the registration.

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

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

3.7 Rejection of Registration. Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within the time periods set forth in Section 3.4, and shall state the basis for its rejection.

3.8 Approval of Registration. Upon its approval of a registration for Coordination Services, or pursuant to an order of the Commission approving a registration, the Company shall execute the Individual Coordination Agreement tendered by the registrant and shall file a copy with the PaPUC, shall provide one to the EGS by Delivering such within the period set forth in Section 3.4 and shall maintain a copy for its own records.

3.9 Identification Numbers. Upon its approval of a registration for Coordination Services, the Company will use the Dun & Bradstreet number assigned to each EGS to be used in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

numbers that may be required by the Control Area Operator in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

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

4. COORDINATION OBLIGATIONS

4.1 Provision of Coordination Services. The Company shall make available all Coordination Services, as provided herein, necessary for the delivery of an EGS's Competitive Energy Supply 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 will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff, ~~the Coordination Sales Tariff~~, the OATT and the Competition Act.

4.4 State Licensing. An EGS must have and maintain in good standing a license from the PaPUC 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 own Customers.

4.6 Control Area Services and Obligations. An EGS is responsible for procuring, taking and paying for those services provided by the Control Area Operator that are necessary for the delivery of Competitive Energy Supply to its Customers. The necessary services include, but are not limited to the following:

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 14

4.6.1 Transmission Services. An EGS shall ensure all necessary arrangements are made for procuring, taking and paying for transmission services pursuant to the OATT.

4.6.2 Ancillary Services. An EGS shall ensure all necessary arrangements are made for procuring ancillary services pursuant to the OATT.

4.6.3 Transmission Losses. An EGS shall ensure all necessary arrangements are made for the purchase or delivery of real power Transmission Losses into the Control Area pursuant to the OATT.

4.6.4 Distribution Losses. An EGS shall ensure all necessary arrangements are made for the purchase or delivery of real power Distribution Losses into the Control Area set forth in Table 1 at Page No. 67.

4.7 Customer Arrangements. By selecting an EGS, the Customer designates the EGS to act on its behalf. If a Customer chooses to separately arrange for any or all of the Control Area Services and Obligations listed in Rule 4.6, the Customer may have the option to do so. However, the EGS will remain ultimately responsible for those obligations as the EGS for such Customer.

4.8 Reliability Requirements. An EGS shall satisfy those reliability requirements issued by the PaPUC, 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 Control Area Operator to determine the magnitude and location of the EGS's actual or forecasted load, as required by the Control Area Operator, for the purpose of providing transmission service under the OATT.

4.10 Supply of Data. An EGS and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the EGS or Company in connection with the provision of Coordination Services, in a thorough and timely manner.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 15

4.11 Communication Requirements. An EGS shall implement a VAN and a single Internet file transfer protocol, as determined by the EDEWG and PaPUC Docket No. M-00960890.F0015. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the EDEWG.

4.11.1 Customer Choice Internet Access. An EGS shall have appropriate software for access to the Customer Choice Internet Site and file uploads and downloads.

4.11.2 Electronic Mail. An EGS shall have electronic mail (e-mail) capable of transferring scheduling data according to the NERC TIS protocol.

4.12 Payment Obligation. The Company's provision of Coordination Services to an EGS is contingent upon the EGS's payment of all charges provided for in this Tariff and the OATT.

4.13 Record Retention. An EGS and the Company shall comply with all applicable laws and PaPUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PaPUC's regulations.

4.14 Data Exchange.

(a) Subject to Rule 4.14(b), below, the Company shall make available to an EGS, on a daily basis, Customer, billing and financial transaction information regarding that EGS's Customers in electronic files available via Electronic Exchange. These files will be consistent with standards developed by the EDEWG.

(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, as listed in Rule 4.14(a). At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's name, address, Duquesne Light Company account number and rate class.

(c) The Company will maintain on the Customer Choice Internet Site copies of the standard file formats it will provide to EGSs containing the data listed in

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 16

this Rule of this Tariff. The Company will not change the file formats without first providing at least seven days notice of any such change via Electronic Exchange and posting on the Customer Choice Internet Site. The Company will make a good faith effort to provide a greater period of notice when warranted.

(d) Nothing in this Rule 4.14 shall prohibit the Company from making available to EGSs other electronic data, in formats chosen by the Company consistent with the recommendations of the EDEWG. The Company will not change the file formats of the electronic data made available under this Rule 4.14(d) without first providing at least seven days notice of such change via Electronic Exchange and posting on the Customer Choice Internet Site. The Company will make a good faith effort to provide a greater period of notice when warranted.

(e) All EGS systems that send, receive or process data within the scope of this Tariff shall be year 2000 compliant on or before December 31, 1999.

(f) In the event an EGS sends the Company the same erroneous data more than once, the Company hereby provides notice that the Company shall assess processing costs against that EGS.

4.15 Code of Conduct. The Interim Code of Conduct contained in the Company's EDC Tariff is incorporated herein by reference.

4.16 Standards of Conduct and Disclosure for Licensed EGSs. The Standards of Conduct and Disclosure for Licensees, pursuant to PaPUC regulations including, but not limited to, Docket No. L-970129, are incorporated herein by reference.

5. DIRECT ACCESS PROCEDURES

~~5.1 Customer Enrollment~~

~~The 5.0 Generally.~~ The procedures for the selection of Customers eligible to obtain Initial EGS Selection, Switching Among EGSs and other Direct Access Procedures for obtaining Competitive Energy Supply shall occur in accordance with the Direct Access Procedures set forth in this Tariff, the EDC Tariff the Enrollment Procedures Applicable to EDCs and EGSs During the Phase-In Implementation of Direct Access, Docket Nos No. M-00960890F.0014 and, Standards for Electronic

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 17

Data Transfer and Exchange Between EDCs and EGSs, Docket No. M-00960890F.0015, and Standards for Changing a Customer's Electric Supplier, Docket No. L-00970121, as set forth in this Tariff.

5.1 Customer Enrollment.

5.1.1 Customer Method: The Company will process Company-supplied enrollment cards that are sent to the Company's designated Post Office box, or are received by facsimile transmission. If Customers wish to enroll telephonically, they may do so, and the Company will take special measures to determine whether the customer wishes to restrict the release of confidential information. If a Customer wishes to use written forms other than Enrollment Cards, they shall contain the information required for Enrollment Cards (Customer name, Customer address, Duquesne Light account number, authorization to release telephone number and authorization to release historical usage information).

Enrollment cards shall include two check-off boxes, by which Customers may restrict the release of their (i) telephone number and (ii) 12 months of historical load data (defined as historical kWh usage and either typical load curve for applicable rate class, or for Customers with hourly metering, specific load data). The Enrollment cards provided to Customers shall advise them of the potential benefits of having confidential information shared with licensed EGSs, and that such refusal may mean that the Customer will not be able to be contacted directly by an alternative generation supplier.

Additionally, the Enrollment cards shall advise Customers that the basic enrollment information will be released to EGSs upon the EDC's determination of the Customer's eligibility to participate.

5.1.2 EGS Method: EGSs may enroll Customers during the enrollment period by mailing or faxing an enrollment card or other written form containing the required enrollment information. Additionally EGSs are encouraged to permit Customers to enroll by telephone or by e-mail, but must send Customer enrollments to the Company via properly formatted electronic files (Customer name, Customer address, Duquesne Light Account Number, and authorization to release telephone number and authorization to release historical usage information) via Electronic Exchange. An

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 18

EGS must include within its electronic file an indication as to which of the Customers it enrolls have consented to disclosure of Customer-specific information as set forth below in Rule 5.1.5. EGSs shall forward the electronic files on a daily basis to the Company. The Company will acknowledge receipt of the enrollment file via electronic confirmation. The Company shall provide confirmation within one business day of all electronic files received. Such confirmation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such confirmation shall also include information an EGS can use to identify rejected records.

Enrollment cards shall include two check-off boxes, by which a Customer may restrict the release of their telephone number and 12 months of historical load data (defined as historical kWh usage and either typical load curve for applicable rate class, or for Customers with hourly metering, specific load data). The Enrollment cards provided to Customers shall advise them of the potential benefits of having confidential information shared with licensed EGSs, and that such refusal may mean that the Customer will not be able to be contacted directly by an alternative generation supplier.

Additionally, the Enrollment cards shall advise Customers that the basic enrollment information will be released to EGSs upon the EDC's determination of the Customer's eligibility to participate.

5.1.3 Provision of Customer Lists. Concurrent with the Company notifying Customers of their eligibility to select an EGS, the Company shall provide to all EGSs a complete list of eligible enrolled Customer information in electronic format. Said list shall include Pilot Customers. 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 all of the information outlined in Rule 5.1.4(a), below for Customers that consent to the release of Customer information, and only the information identified in Rule 5.1.4(b), below, for Customers that do not so consent. If, less than 66% of the non-coincident peak load for residential, commercial and industrial rate classes has been enrolled, the Company shall provide all licensed EGSs with a list of enrolled Customers in such rate classes to date. The Company will continue to enroll Customers and the list of enrolled Customers will be updated weekly until the loads of the enrolled Customers comprise at least 66% of the non-coincident peak load of each

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 19

residential, commercial and industrial rate class or full Direct Access begins. If greater than 66% are enrolled, the Company will inform the EGSs and the customers when the eligible customers are selected.

5.1.4 Data Exchange.

(a) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1.3, above, shall contain information about Customers that have consented to the release of Customer information in a format to be consistent with that determined by the EDEWG.

(b) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1.3, above, shall contain the following information about Customers that have not consented to the release of Customer information in a format to be consistent with that determined by the EDEWG:

- (i) Duquesne Light Company Account Number
- (ii) Rate Class
- (iii) Customer's name
- (iv) Customer's service address

5.1.5 Manner of Customer Consent. An EGS that enrolls a Customer in accordance with Rules 5.1.1 or 5.1.2 of this Tariff must ask the Customer whether the Customer consents to the disclosure to all EGSs by the Company ~~and/or the EGS~~ of private customer information as defined by 52 Pa. Code Section 54.8. The EGS must retain a record indicating whether the Customer consented to such disclosure. If the record is not itself a hard copy document, but rather an electronic or computer record, the EGS must be able to print or otherwise reproduce the record in hard copy.

5.2 Initial EGS Selection for 1998.

This Rule 5.2 delineates the process of Customer selection of an EGS for the first time during the initial enrollment period ~~and only until November 1, 1998~~. The process for a Customer's selection of an EGS for the first time thereafter is governed by Rule 5.3.

Issued _____, 1998

Effective _____, 1998

Duquesne Light Company

Original Page No. 20

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

5.2.1

(a) 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 minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's name, address, Duquesne Light Company account number and rate class.

(b) 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 to contact that EGS and provide the telephone number of the EGS to the Customer, if required.

(c) The EGS will obtain appropriate ~~written~~ authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of EGS. The ~~written~~ authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.2.1(a). It is the EGS's responsibility to maintain records of the Customer's ~~written~~ authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission. ~~Customer consent for switching to an EGS shall be verified through EGS maintenance of written authorization from the Customer to switch to the EGS.~~

(d) The EGS shall provide an electronic file to the Company via Electronic Exchange. The required electronic file shall include, at a minimum, EGS ID, Duquesne Light Company Account Number, Action (ADD), Rate Code, Billing Option, Price Plan (if single bill option is selected), Transaction Date and Transaction Time. Upon receipt of the electronic file from the EGS, the Company will automatically confirm receipt of the file via Electronic Exchange. Within one business day 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 reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such validation shall also include information an EGS can use to identify rejected records. If a Customer selects more than one EGS, the EGS that submitted the EGS selection record with the latest valid EGS contract date to the Company

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 22

before the end of the EGS selection period will be eligible to become the EGS of record on the Customer's regularly scheduled Meter Read Date in January, 1999.

(e) The Company will send one business day thereafter a confirmation letter to all Customers who have made an initial EGS selection, ~~after the initial EGS selection period concludes~~. 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, Duquesne Light Company Account Number, selected EGS, selected Billing Option (i.e., single bill or two bills), Service Effective Date and Initial Billing 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 EGS of record for delivery in January, 1999. If the Customer elects to rescind its EGS selection, the Company will electronically notify the rejected EGS via Electronic Exchange. In the event the Customer rescinds its EGS selection after the 10-day waiting period, the Customer will be advised the rescission period has expired and the switch must be requested via the normal EGS selection process, ~~required to remain with the selected EGS for a minimum of one billing cycle.~~

(f) ~~After conclusion of the initial EGS selection period, the Company will send each EGS an electronic file, via Electronic Exchange, containing information for the Customers of record for that particular EGS, in accordance with Rule 4.14(a).~~

5.2.2 If an enrolled Customer contacts the Company by mail to inform the Company that it wishes to obtain Competitive Energy Supply from a particular EGS, the Company will ~~electronically submit the request to that EGS~~ inform the Customer of the need to contact the EGS to select the EGS as supplier. The EGS will verify its desire to serve the Customer and follow the process outlined in Rule 5.2.1, before the end of the initial EGS selection period.

5.3 Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last Resort), and Initial Selection of an EGS Beginning in January, 1999

As of January 1999, initial EGS selection switching by Customers shall occur in accordance with the Direct Access Procedures contained in this Tariff and the EDC

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 23

Tariff.

5.3.1 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, as listed in Rule 4.14(a). At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's name, address, Duquesne Light Company account number, and rate class.

5.3.2

(a) If a Customer contacts, or is contacted by, a new EGS to request a change of EGS, and in turn, the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate ~~written~~ authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The ~~written~~ authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.3.1. It is the EGS's responsibility to maintain records of the Customer's ~~written~~ authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission. ~~The EGS selected by the Customer shall be responsible for the Supplier Switching Charge necessary for processing the request.~~

(b) The Customer's new EGS shall also submit the Customer's information using a file format designated by the Company ~~via Electronic Exchange~~ that complies with the Commission's electronic requirements. The required electronic files shall include, at a minimum, EGS ID, Duquesne Light Company Number, Action (ADD), Rate Code, Billing Option, Price Plan (if single bill option is selected), Transaction Date and Transaction Time. Upon receipt of the electronic file from the EGS, the Company will automatically confirm receipt of the file via Electronic Exchange. Within one business day 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 reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such validation shall also include information an EGS can use to identify rejected records.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 24

(c) The Company will send the Customer a confirmation letter within one business day notifying the Customer of the right to rescind within 10 business days. If the Customer does not contact the Company within 10 days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the 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 ~~45~~ 16 (sixteen) 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 send the new EGS an electronic file, via Electronic Exchange, containing information for the new Customers of record for that particular EGS, in accordance with Rule 4.14(a).

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 via Electronic Exchange. In the event the Customer rescinds ~~their~~ 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.~~ advised the rescission period has expired and a switch must be requested via the normal EGS selection process.

(d) Once the preceding process is complete, the Company will notify the Customer's prior EGS, via Electronic Exchange, of the discontinuance of service to the Customer from that prior EGS.

5.3.3 If a Customer contacts the Company to request a change of EGS, the Company will direct the Customer to contact that EGS and provide the telephone number of the EGS to the Customer, if requested.

5.3.4 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 or if the Customer has agreed to release the information during the enrollment process.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 25

5.3.5 If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default Provider-of-Last-Resort (PLR) Service under the EDC Tariff, 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 10 days of the date on the confirmation letter, then the Company will process 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 ~~45~~ 16 (sixteen) days prior notice from the Customer; and (2) the 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. Once the preceding process is complete, the Company will notify the Customer's prior EGS, via Electronic Exchange, of the discontinuance of service to the Customer from that prior EGS. The preceding process will not apply when an EGS discontinues a Customer's service, no other EGS has agreed to provide such service and that Customer is subsequently provided by Default PLR Service.

5.3.6

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via Electronic Exchange, of the Customer's discontinuance of service for the account at the Customer's prior location. Final bill(s) will be issued to the date of discontinuance of service. The Company will also notify, via Electronic Exchange, the Customer's selected EGS for its new location, which may or may not be the current EGS, of the basic information described in Rule 4.14(a). If the selected EGS is not the same EGS that served the Customer at the old location, the Company will provide the EGS that served the Customer at the old location with the Customer's new mailing address or forwarding address. This process shall be updated as necessary pursuant to the EDEWG Commission's standards for switching.

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via Electronic Exchange, of the Customer's discontinuance of service for the account at the Customer's location. If

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 26

available, the Company will provide the EGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

5.3.7 If the Company elects to change the account number for a Customer receiving generation service from an EGS, the Company will notify the EGS of the change in account number at the same Customer location, via Electronic Exchange.

5.4 Provisions relating to an EGS's Customers.

5.4.1 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, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.4.2 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.

5.4.3 Customer Obligations. Customers of an EGS remain bound by the rules and requirements of the applicable EDC Tariff under which they receive service from the Company with respect to service received from the Company.

6. LOAD FORECASTING

6.1 Customer Load Forecasting. The EGS is responsible for providing to the CAO a load forecast for each hour of each day which defines the power to be scheduled from energy source(s) to the Customer's point of consumption. By selecting an EGS, the Customer designates the EGS to act on its behalf. The EGS may elect to have the EDC provide this forecast, ~~for a fee,~~ in accordance with the following load forecasting procedures.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 27

6.2 Forecasting Methodology. Most EDC Customers utilize monthly (or daily) metering equipment. However, any EDC Customer may choose to have the EDC install equipment or otherwise provide for (at the Customer's expense at PaPUC approved rates) interval (hourly or sub-hourly) metering. The forecasting methodology for Customers utilizing hourly metering data is slightly different than the methodology for Customers utilizing monthly (or daily) metering equipment.

6.2.1 Forecasts for Monthly (or Daily) Metered (and Unmetered - such as streetlights) Customers. The EDC will provide, ~~for a fee,~~ hourly load forecasts for the aggregate of Customers who have chosen an EGS. This forecast will establish the hourly supply obligation schedule of the EGS for serving such Customers. The EDC has developed and will maintain, based on load survey data, historical load profiles corresponding to the EDC's current rate classes identified in the EDC Tariff. The EDC will use these rate class load profiles, adjusted for differences between the historical load profile day and the forecast day (for example, first Saturday of June matched to first Saturday of June, or Memorial Day matched to Memorial Day), and further adjusted for temperature. The adjusted profiles will be applied to the summation by rate class of the EGS's Customer's historical consumption to arrive at the aggregate hourly load forecasts.

If an EGS wishes to provide hourly load forecasts for the aggregate of its monthly or daily metered Customers, the EGS and the EDC will agree upon the appropriate methodology and data exchange protocol.

6.2.2 Forecasts for Customers Utilizing Hourly (or Sub-Hourly) Metering Data. The EDC will provide, ~~for a fee,~~ hourly load forecasts for each EGS Customer that has elected to utilize hourly metering data. The EDC will use each Customer's same day hourly loads from the previous week and adjust those hourly loads by the temperature factor for that EGS Customer's rate class to determine that Customer's hourly load forecast. The summation of these forecasts will establish the hourly supply obligation schedule of the EGS for serving these customers.

If an EGS wishes to provide hourly load forecasts for each customer that has elected to utilize hourly metering data, the EGS and the EDC will agree upon the

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 28

appropriate methodology and data exchange protocol.

6.2.3 Historical Load Profile Data. The EDC will make available to EGSs the historical load profiles (including historical temperature data) and any related data which the EDC uses to calculate the hourly forecasts. This information will be available for download from the Customer Choice Internet Site.

6.2.3.1 Updates to Historical Load Profile Data. The EDC shall review from time to time its historical load profile data by rate class and any related data and shall update the data as appropriate.

6.3 Adjustment For Losses. The forecast/supply obligation will be adjusted to cover Transmission Losses (see Rule 4.6.3) and Distribution Losses (see Rule 4.6.4) depending upon whether the EGS elects to supply or purchase real power losses (Transmission Losses pursuant to the OATT and Distribution Losses pursuant to Table at Page No. 67). The EGS that elects to purchase losses from the EDC shall enter into the necessary arrangements pursuant to the OATT and Coordination Sales Tariff. The EDC shall charge 110% of the Company's hourly lambda capped at the Coordination Sales Tariff rates. The EGS may change its option to supply or purchase both real power Transmission and Distribution Losses on a calendar month basis, with a minimum of 10 days notice prior to the first day of the month for which the change will be effective.

6.4 Forecasting Process.

6.4.1 Daily Forecasts. Each day the EDC shall prepare two forecasts:

- (1) A final hourly forecast for the next day, and
- (2) A preliminary hourly forecast for the same day of the next week (for example, Monday for Monday; Tuesday for Tuesday).

6.4.2 Procedure for Forecasting. The following procedure will be followed each day to determine the final forecast for the next day and the preliminary forecast for the same day of the next week.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Step 1: Determining Hourly Load Forecast By EGS By Rate Class**(A) For Monthly (or Daily) Metered (and Unmetered) Customers:**

For each rate class, sum each EGS's Customers' loads for that rate class, apply the appropriate rate class load profile for the day, and adjust the hourly loads by the temperature factor for the rate class.

Load forecasts will be adjusted for losses as appropriate.

For each EGS, combine all of the rate class hourly load forecasts into a total hourly load forecast.

If an EGS wishes to provide hourly load forecasts by rate class for its Customers, the EGS and the EDC will agree upon the appropriate methodology and data exchange protocol.

(B) For Customers that Elect to Utilize Hourly Metering Data:

Use each EGS's Customer's same day hourly loads from the previous week, and adjust those hourly loads by the temperature factor for that Customer's rate class to determine that Customer's hourly load forecast.

Load forecasts will be adjusted for losses as appropriate.

For each EGS, combine each Customer's hourly load forecasts into a total hourly load forecast.

If an EGS wishes to develop Customer-specific hourly load forecasts, the forecasts must be submitted prior to 8:00 A.M. on the day prior to the day for which the forecast applies. The forecasts must be submitted by e-mail to the EDC according to the NERC TIS protocol (Available at <http://www.nerc.com/oc/tisform.html>). Each Customer-specific hourly forecast submitted in accordance with the foregoing will supersede any hourly load

Duquesne Light CompanyOriginal Page No. 30

forecast for that Customer developed by the EDC.

If the EDC fails to receive a Customer-specific forecast prior to 8:00 A.M. on the day before the day for which the forecast applies, the EDC's final forecast for that Customer will be used.

Step 2: EDC E-mails Total Schedule to EGS

Separately, for each of the EGS's (1) final hourly forecast for the next day; and (2) preliminary hourly forecast for the same day next week; the EDC will sum the combined rate class hourly load forecasts and the combined Customer-specific hourly load forecasts into a total EGS hourly load forecast, including any hourly forecasts for any Coordinated Suppliers that have designated that EGS as their Scheduling Coordinator. The EDC will then e-mail the total EGS hourly load forecast to the EGS and CAO promptly after 8:00 A.M. Eastern Prevailing Time each day using the NERC TIS protocol.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

7. SUPPLY SCHEDULING

7.1 Total Supply Schedules. The forecast establishing the hourly supply obligation schedule may be provided by the EGS, EDC, or combination thereof. The total supply schedule for an EGS ~~shall~~ is expected to be equal to the aggregate hourly forecast for all of the monthly metered (and unmetered) Customers and Customers of that EGS utilizing hourly meter data and forecasts for any Coordinated Suppliers that have designated that EGS as their Scheduling Coordinator. The total supply schedule will include real power Transmission and Distribution Losses ~~if the EGS has elected to supply, rather than purchase losses.~~

7.2 Rounding to Whole Megawatts. So long as the CAO or its successor requires the scheduling and delivery of power only in whole Megawatts (MW), the EDC ~~will round~~ the aggregate forecast value for each hour ~~to~~ will be expressed as a whole MW value for supply scheduling purposes.

7.3 Daily Load Scheduling Process.

7.3.1 E-Mailing Schedules. The EDC will e-mail, using the NERC TIS protocol, the ~~supply schedules forecast~~ to each respective EGS and to the CAO promptly after 8:00 A.M. Eastern Prevailing Time ~~each day on the day before the day for which the forecast applies.~~ By 10:00 A.M. that same day, the EGS will e-mail to the CAO using the NERC TIS protocol, a completed NERC tag for energy to meet ~~that the~~ the EGS's supply schedule.

7.3.2 Binding Nature of Schedule. The Schedule e-mailed ~~by to~~ the EDC to the EGS and CAO shall serve as the official schedule, and said official schedule shall be binding on that EGS, unless changed in accordance with 7.3.3.

7.3.3 Schedule Changes. ~~If for any reason the EGS finds it necessary to change~~ Once a supply schedule ~~after 10:00 AM Eastern Prevailing Time of the day prior to the day for which the forecast applies, the EGS must notify the CAO by telephone, that a revised has been submitted in accordance with 7.3.1, the EGS supply schedule for the entire day (covering 24 hours) will be sent via e-mail may be~~

Issued _____, 1998

Effective _____, 1998

Duquesne Light Company

Original Page No. 32

changed in accordance with good utility operating practice, NERC and ECAR Scheduling Guides, specific procedures adopted by the CAO and in accordance with the following guidelines.

- (1) Schedule change requests should be made by telephone to the CAO using with at least 2 hours notice.
- (2) After CAO agreement to the change, the supply schedule change will be sent to the CAO by e-mail utilizing the NERC TIS protocol.

~~After receipt of the revised schedule via e-mail, and confirmation that the source control area has received the same~~ (3) All changes to previously submitted schedules will be accomplished as follows:

- (a) The EGS will e-mail to the CAO a revised schedule change, the CAO will make reasonable efforts to review, and in its sole discretion, accept the changes: to set to zero the hourly schedules for all hours including and following the first hour for which the prevailing schedule is to be changed.
- (b) A new supply schedule (or schedules if more than one day is involved) will be e-mailed to the CAO to completely replace the schedules for the hours which have been set to zero in accordance with (a) above.
- (4) The CAO will notify the EDC of the schedule change, and the revised schedule will establish the new prevailing hourly supply obligation for serving the EGS's customers. No schedule changes Customers.
- (5) During emergency operations such as ECAR Automatic Reserve Sharing (ARS) episodes, PJM Max Generation Emergencies, etc., the 2 hour notice requirement will be accepted by the CAO after 6:00 PM Eastern Prevailing Time of the day prior to the day for which the forecast applies: waived.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

8. RECONCILIATION

8.1 General Description. Reconciliation determines Supply Energy Imbalance, Consumption Energy Imbalance and total energy imbalance.

Supply Energy Imbalance is the difference between the hourly load forecast/supply obligation for energy to be delivered to the Control Area and the actual energy delivered each hour to the Control Area.

Consumption Energy Imbalance is the difference between that same hourly load forecast/supply obligation and the actual hourly energy consumed by Customers Utilizing Hourly Metering Data, and developed (using rate class load profiles) hourly energy consumption for Monthly (or Daily) Metered (and Unmetered) Customers.

Because the actual hourly energy delivered to the Control Area and the hourly consumption are reconciled with the identical load forecast/supply obligation for that hour, Supply Energy Imbalance and Consumption Energy Imbalance together equal the total energy imbalance, an Ancillary Service of the OATT.

8.2 Meter Data Collection. Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an EGS's Customers for a particular reconciliation period.

8.2.1 Monthly (or Daily) Metered (and Unmetered - such as streetlights) Customers. The EDC collects daily Customer reads for the majority of its customer base. The rate class profile is used to convert the actual daily consumption to equivalent hourly consumption.

If a Customer does not have daily reads available, the EDC collects monthly meter data, in subsets corresponding to customer billing cycles, which close on different days of the month. The EDC converts Customers' actual monthly consumption to equivalent hourly consumption using the rate class load profiles.

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 34

8.2.2 Customers Utilizing Hourly (or Sub-Hourly) Metering Data. Data from Customers Utilizing Hourly (or Sub-Hourly) Metering Data is collected by the EDC on a daily or monthly basis.

8.3 Hourly Consumption. Hourly consumption for the Customers of each EGS is determined by summing the consumption as described in 8.2.1 and 8.2.2.

8.4 Consumption and Losses. Transmission and Distribution Losses are calculated based upon Customer consumption. ~~For EGSs that have elected to supply Transmission and Distribution Losses, the~~ These losses are added to the hourly energy consumed by customers and ~~included in the Consumption Energy Imbalance Calculation.~~ ~~For EGSs that have elected to purchase Transmission and Distribution Losses, the losses are not~~ are included in the Consumption Energy Imbalance Calculation.

8.5 EGS Supply Energy Imbalance. Supply Energy Imbalance for each EGS is calculated by subtracting the EGS's hourly load forecast/supply obligation schedule from the EGS's actual hourly energy delivered to the Control Area.

8.6 EGS Consumption Energy Imbalance. Consumption Energy Imbalance for each EGS is calculated by subtracting that EGS's aggregate of hourly consumption adjusted for losses, as appropriate from that EGS's hourly load forecast/supply obligation schedule. The data, algorithms and methodology used to calculate Consumption Energy Imbalance for each EGS will be made available upon request.

8.7 Billing. Total energy imbalance for each EGS is calculated by adding Supply Energy Imbalance to Consumption Energy Imbalance. Total energy imbalance will be billed monthly to the EGS at the OATT rate. ~~Transmission and Distribution Losses are billed for those EGSs who have elected to purchase Transmission & Distribution Losses.~~

9. UTILIZATION OF SCHEDULING COORDINATORS

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 35

9.1 Participation Through a Scheduling Coordinator. If an EGS chooses not to interact directly with the CAO for scheduling purposes or cannot schedule directly with the CAO because its schedules do not meet the "whole megawatt" requirements set by the CAO for scheduling, an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or entity that will act as a Scheduling Coordinator. Once this business arrangement is in place, the Scheduling Coordinator will act on behalf of the EGS with regard to all load forecasting, supply scheduling, and reconciliation activities and responsibilities of the EGS required under this Tariff.

9.2 Designation of a Scheduling Coordinator. To designate a Scheduling Coordinator, an EGS must provide the EDC with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, fully executed by both the EGS (who will become the Coordinated Supplier) and the Scheduling Coordinator.

9.3 Primary Obligations of A Coordinated Supplier. Notwithstanding their designations of Scheduling Coordinators, each Coordinated Supplier remains primarily responsible for fully satisfying the requirements of this Tariff. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.

9.4 Load Forecasting, Supply Scheduling, and Reconciliation through a Scheduling Coordinator. Coordinated Suppliers cannot submit to the CAO or EDC individual load forecasts, supply schedules, or proposed changes to supply schedules on behalf of itself or individual EGSs. Rather, the Scheduling Coordinator will provide only one consolidated load forecast, supply schedule and be reconciled on behalf of itself and all its designated Coordinated Suppliers.

9.5 Change in or Termination of Scheduling Coordinator. To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the CAO and EDC in writing and said notice shall specify the effective month of the change or termination. The effective date of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the CAO and EDC 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

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 36

month. In the event an EGS ceases using a Scheduling Coordination, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.

10. METERING DATA

10.1 Meter Data Provided by the Company to an EGS. Regardless of whether the Company or an EGS performs Customer billing for an EGS's energy charges, the Company will make available to an EGS, via Electronic Exchange, daily files containing meter readings, usage, registered demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and EGS for billing purposes, for each of an EGS's Customers as it becomes available by billing cycle. The information will be provided consistent with standards developed by the EDEWG.

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 37

11. CONFIDENTIALITY OF INFORMATION

11.1 Generally. All Company information made available to an EGS in connection with the provision of Coordination Services, including but not limited to load curve data, and information regarding the Company, computer and communication systems shall not be disclosed to third parties without appropriate authorization and/or consent.

11.2 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.

12. PAYMENT AND BILLING

12.1 Customer Billing by the Company. All EGS charges to Customers, if billed by the Company, shall be billed in accordance with the EDC Tariff and the following provisions:

12.1.1 Company Billing for EGS. The Company will bill price 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 service. Nothing in this Rule shall require the Company to manually bill Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the EGS, the EGS may request the Company to do all or some of the billing for the EGS's Customers based on the Customers' preferences. In addition, the Company will include on its bill EGS late fees and payment arrangements as required by the PaPUC. However in no case shall the Company require the EGS to provide separate Customer lists or perform unique scheduling and reconciliation services for Customers billed directly by the Company.

12.1.2 Billing Files. Where the EGS has requested the Company to act as the EGS's billing agent the Company shall electronically transmit files of billing detail daily to the EGS. Such files shall include the Company account number, rate codes, usage information, demand and energy charges, sales tax, and other EGS charges. Billing files transmitted shall have control totals to assure all data was received by the EGS. Control totals include the number of records on the file and significant totals (e.g. total kWh billed, total amount billed, total tax). All billing files will be in a format

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 38

consistent with standards developed by the EDEWG.

12.1.3 Budget Billing. The Company will develop dual tracking systems to administer budget billing and apply payments for EGS charges and Company charges.

12.1.4 EGS Tax Responsibility The Company is not responsible for paying or remitting on behalf of an EGS taxes including, but not limited to, Pennsylvania Gross Receipts Tax, Pennsylvania Public Utility Realty Tax, Pennsylvania Capital Stock Tax and Pennsylvania Corporate Net Income Tax.

12.1.4.1 Sales Tax Exemption. With respect to Customers receiving one bill from the Company, the EGS for whom the Company is billing must provide to the Company the applicable sales tax exemption percentage for each Customer. The Company will 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. The Company will use a zero exemption percentage if no percentage is provided by an EGS.

12.1.5 Company Reimbursement to EGS for Customer Payments. Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS ~~every two weeks~~ within 14 days of receipt of payment for all energy charges, late fees, sales taxes, and any other taxes and charges collected on behalf of the EGS; ~~within twenty-five days of receipt of payment~~ from the Customer consistent with Section 2807 (c) (3) of the Competition Act.

12.1.6 EGS Billing Data. The EGS shall provide all necessary data in its possession for the timely computation of bills. A failure of the EGS to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertain. In such instances, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

Issued _____, 1998
Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 39

12.2.1 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.

12.2.2 Billing Corrections and Estimated Billings. Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period for six (6) months from the date of such original monthly billing and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event the EGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.

12.2.3 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 or cashier's 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. All payments shall be in United States dollars.

12.2.4 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 1.5% per month on the unpaid balance.

12.2.5 EGS Default. In the event the EGS fails to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the EGS to cure such failure, the EGS shall be deemed to be delinquent. In the event of a billing dispute between the Company and the EGS, the Company will 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. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth below in Rule 18.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 40

12.2.5.1 EGS Offset. In the event an EGS is deemed to be delinquent under 12.2.5, the Company, may at its sole discretion, reduce the reimbursement to the EGS for amounts collected by the Company by the amount owed to the Company.

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

12.4 Guarantee of Payments. Before the Company will render service or continue to render service, the Company shall require an applicant for Coordination Service or an EGS currently receiving such service that has Bad Credit to provide a deposit in the form of a letter of credit, or other guarantee, satisfactory to the Company. The Company will 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. An EGS shall have the right to submit to the Commission for resolution any reasonable dispute regarding such ~~letter of credit~~ deposit sought by the Company if the EGS believes such a requirement is inappropriately based or assessed. ~~The Company reserves the right to implement further procedures for guarantee of payments and credit review procedures.~~

12.4.1 Amount of Deposits. The ~~letter of credit~~ deposit shall be equal to (i) \$250,000, or (ii) two months of ~~the EGS's customers'~~ Customers' forecasted MWH load multiplied by \$25.00, whichever is less. The Company, in its sole discretion, may reduce the amount of this deposit if circumstances warrant.

12.5 Credit Information. In addition to information required otherwise hereunder, an EGS shall be required to provide to the Company such credit information as the Company requires. The Company will report to a national credit bureau the EGS's credit history with the Company.

13. WITHDRAWAL BY EGS FROM RETAIL SERVICE

13.1 Notice of Withdrawal to the Company. An EGS shall provide electronic

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 41

notice to the Company of withdrawal by the EGS from retail service in accordance with the PaPUC's rulings in Docket No. 00960890F.0013, and any subsequent applicable PaPUC rulings.

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

13.3 Costs for 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 third parties resulting from EGS non-performance.

14. EGS'S DISCONTINUANCE OF SERVICE TO PARTICULAR CUSTOMERS

14.1 Notice of Discontinuance to the Company. An EGS shall provide electronic notice to the Company of all intended discontinuances of service to Customers in accordance with applicable PaPUC rules.

14.2 Notice to Customers. An EGS shall provide a minimum of 30 days advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PaPUC's rulings in Docket Nos. L-00970126 and M-00960890 and any subsequent applicable PaPUC rulings. The application of this Rule 14.2 will, however, be limited to the classes of Customers to which the referenced PaPUC rulings will apply. With respect to all other classes of Customers, it will be the EGS's responsibility to provide notice to a Customer of its intention to discontinue service in accordance with the EGS's contractual obligations with the Customer.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 42

14.3 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 EDC Tariff.

15. LIABILITY

15.1 General Limitation on Liability. The Company shall have no duty or liability with respect to electric energy 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.

15.2 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.

15.3 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.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 43

16. BREACH OF COORDINATION OBLIGATIONS

16.1 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.

16.2 Events of Breach. A material breach of Coordination Obligations hereunder, as described in Rule 16.1, shall include, but is not limited to, the following:

- (a) a material breach of any Rule or Regulation of the Tariff;
- (b) an EGS's failure to maintain its license or certification as an electric generation supplier or electricity supplier from the PaPUC;
- (c) an EGS's failure to make payment of any undisputed Coordination Services Charges in the time prescribed;
- (d) 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 as to reorganize the EGS; or
- (e) 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.

16.3 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

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 44

breach within said period and thereafter diligently pursues such action to completion.

16.4 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.

17. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT

17.1 Termination. An Individual Coordination Agreement will 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.

17.2 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 23.5 of the EDC Tariff: If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Default PLR Service (as defined in the EDC Tariff) pending its selection of another EGS.

17.3 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.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 45

18. ALTERNATIVE DISPUTE RESOLUTION

18.1 Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff and/or the conduct of Coordination Activities hereunder. The EGS's point of contact for all information, operations, questions, and problems regarding Coordination Activities shall be the Company's Supplier Service Center at (412)393-6169 or the Customer Choice Internet Site.

18.2 Internal Dispute Resolution Procedures. Any dispute between the Company and an EGS under this Tariff or Individual Coordination Agreement shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with Section 8 of the Interim Code of Conduct in the EDC Tariff or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

18.3 External Arbitration Procedures. If the amount in dispute is \$500,000 or less, the arbitration initiated under the Tariff or any Individual Coordination Agreement shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds \$500,000, each party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 46

18.4 Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Individual Coordination Agreement and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S.A. § 7341. The final decision of the arbitrator must also be filed with FERC and PaPUC, if it affects their respective jurisdictional rates, terms and conditions of service or facilities.

18.5 Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

- (a) the cost of the arbitrator chosen by the party to sit on the three member panel and a proportionate share of the cost of the third arbitrator chosen; or
- (b) a proportionate share of the cost of the single arbitrator jointly chosen by the parties.

18.6 Rights Under The Federal Power Act. Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the Federal Power Act.

18.7 Rights Under The Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any party to file a complaint with the PaPUC under relevant provisions of the Pennsylvania Public Utility Code.

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 email), notice shall be deemed

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 47

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.

19.4 Assignment.

19.4.1 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.

19.4.2 Any assignment occurring in accordance with Rule 19.4.1 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.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 48

If at any time during the term of the Tariff or any Individual Coordination Agreement, FERC, the PaPUC 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.

Issued _____, 1998

Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 49**TECHNICAL SUPPORT AND ASSISTANCE CHARGE****APPLICABILITY**

Technical support and assistance is defined as support and assistance that may be provided by the Company to a licensed EGS in connection with questions and research requests from the EGS in support of its energy supply business.

The Company will provide basic instruction on the Customer Choice Internet Site and VAN; assistance in normal business interactions, such as daily forecasting and scheduling; and, standard processing of EGS data files. In addition, the Company will post a FAQ (Frequently Asked Questions) page on the Customer Choice Internet Site, and update it on a regular basis.

The Company is under no obligation to provide any further support or assistance. However, should additional assistance be required, such as manual verification of customer data, explanation of Duquesne Light Company filings or regulatory orders, or explanation of Customer Choice Internet Site/Network communications, the Company will make its best efforts to provide the requested support, for a fee as described below. The fee may include time spent by Company employees or consultants conducting research in connection with an EGS inquiry.

CHARGES

First 10 hours per month per EGS: No charge.

Additional hours beyond first 10 hours per month per EGS: \$41 per hour or fraction thereof.

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 50

RIDERS

INDIVIDUAL COORDINATION AGREEMENT RIDER

- 1.0 This Individual Coordination Agreement ("Agreement"), dated as of _____ is entered into, by and between Duquesne Light Company (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").
- 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 Control Area Operator; and
- (ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 51

(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.

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 52

- 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.
- 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 Duquesne Light Company:

Duquesne Light Company
 2839 New Beaver Avenue, N2-SO
 Pittsburgh, PA 15233
 Attn: Robert A. Irvin
 Title: General Manager, System Operations Unit

Telephone: (412)393-6205
 Facsimile: (412)393-8647
 Internet E-Mail: irvin@soc-dlco.lm.com

To the EGS:

Issued _____, 1998
 Effective _____, 1998

Duquesne Light Company

Original Page No. 53

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____
Internet E-Mail: _____

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.

Issued _____, 1998
Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 54

IN WITNESS WHEREOF, and intending to be legally bound thereby, Duquesne Light Company and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

DUQUESNE LIGHT COMPANY

By: _____
Name Title Date

By: _____
Name Title Date

Issued _____, 1998

Effective _____, 1998

Duquesne Light Company

Original Page No. 55

SCHEDULING COORDINATOR DESIGNATION FORM

1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to Duquesne Light Company (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. The Scheduling Coordinator shall be responsible for Load Forecasting, Supply Scheduling and Reconciliation as set forth in Rules 6, 7 and 8, respectively.

4.0. The Company may utilize the Scheduling Coordinator as the sole point of

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light CompanyOriginal Page No. 56

contact with the EGS in connection with the Company's provision of Coordination Services to the EGS with respect to Load Forecasting, Supply Scheduling and Reconciliation. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically designated to said Scheduling Coordinator in this Form.

- 5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges related to Load Forecasting, Supply Schedules and Reconciliation that are 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:

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 57

To the EGS:

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____
Internet email: _____

To the Scheduling Coordinator:

Attn: _____
Title: _____
Telephone: _____
Facsimile: _____
Internet email: _____

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

Issued _____, 1998
Effective _____, 1998

Duquesne Light Company

Original Page No. 58

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

Signature: _____
Name: _____
Title: _____
Date: _____

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: _____

Issued _____, 1998
Effective _____, 1998

Duquesne Light CompanyOriginal Page No. 59

TABLE 1
Real Power Distribution Losses

Rate Schedule	Percentage of Loss
AL - Architectural Lighting Service	6.7%
GL - General Service Large	4.3%
GLH - General Service Large Heating	4.1%
GMH - General Service Medium Heating	8%
GS/GM - General Service Small and Medium	8.6%
HVPS - High Voltage Power Service	0
L - Large Power Service	2.6%
RA - Residential Service Add On Heat Pump	9.5%
RH - Residential Service Heating	9.5%
RS - Residential Service	9.5%
SE - Street Lighting Energy	9.5%
SH - Street Lighting Highway	9.5%
SM - Street Light Municipal	9.5%
MTS - Municipal Traffic Signals	9.5%
PAL - Private Area Lighting	9.5%

Issued _____, 1998

Effective _____, 1998

199121.02-39S2A/192780.01-39S2A

Draft November 4, 1998 - 3:08 PM

Duquesne Light Company

Original Page No. 60

----- COMPARISON OF HEADERS -----

-HEADER 1-

Tariff Electric Pa.P.U.C. No. __

Duquesne Light Company Original Page No. 2

-HEADER 2-

Tariff Electric Pa.P.U.C. No. __

Duquesne Light Company

Original Page No. 2

----- COMPARISON OF FOOTERS -----

-FOOTER 1-

~~192780.01-D.C. Server 2A Draft October 26, 1998 - 2:53 PM~~ Footer Discontinued

-FOOTER 2-

Issued _____, 1998 Effective _____, 1998

-FOOTER 3-

Issued _____, 1998

Effective _____, 1998

Issued _____, 1998

Effective _____, 1998

APPENDIX D



Roseytown Road
RR 12, Box 1000
Greensburg, PA 15601

November 3, 1998

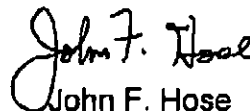
Victor Contract, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, DC 20005-2111

Dear Mr. Contract:

Allegheny Energy does not object to Duquesne Light Company's *Electric Generation Supplier Coordination Tariff* as revised during the October 28 and November 2, 1998 supplier settlement conferences. Consequently, we do not plan to submit comments concerning this Tariff to the Pennsylvania Public Utility Commission, providing that they are no substantive changes from the consensus document developed during the aforementioned settlement conferences.

Allegheny Energy appreciates the opportunity to participate in the settlement conferences as well as Duquesne Light Company's good faith effort to reach consensus on the issues identified in the Commission's Second Order on Compliance Filing dated October 16, 1998.

Sincerely yours,



John F. Hose
Contracts and Regulatory Affairs
Administrator

LAW OFFICES
WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP

212 LOCUST STREET
SUITE 300
HARRISBURG, PA 17101-0213

(717) 237-7160
FACSIMILE: (717) 237-7161

KEVIN J. MOODY
DIRECT DIAL: (717) 237-7187
E-MAIL: KMOODY@WOLFBLOCK.COM

November 4, 1998

VIA FAX and FIRST CLASS MAIL

Victor A. Contract, Esquire
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111

RE: Duquesne Light Company Supplier Tariff
Docket No. R-00974104

Dear Mr. Contract:

Enron does not oppose the November 5, 1998 Supplier Tariff at this time. However, Enron reserves the right to file comments and requests for changes or modifications to the tariff with any appropriate regulatory body, including the Pennsylvania Public Utility Commission and FERC.

Very truly yours,



Kevin J. Moody
For WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP

KJM/mas

cc: James D. Steffes

DSH:14103.1



S T R A T E G I C E N E R G Y L T D .

2 Gateway Center, Pittsburgh, Pennsylvania 15222-1458
412-394-5600 Fax 412-394-6576 jmolinda@sel.com www.sel.com

JOHN E. MOLINDA
DIRECTOR—ELECTRICITY MARKET
AND STRATEGY DEVELOPMENT
412-394-6556

VIA FASCIMILE

November 4, 1998

Victor Contract
Skadden, Arps, Slate, Meagher & From, LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111

Re: Comments of Strategic Energy Ltd. on Consensus Document Developed During
Duquesne's Supplier Tariff Settlement Conferences.

Dear Victor,

Strategic Energy Ltd. ("SEL") concurs with the consensus document developed during the October 28 and November 2 supplier tariff settlement conferences with the following exceptions.

Auditability of Duquesne's calculation of System Lambda

Included in SEL's September 18, 1998 comments to the Duquesne's Supplier Tariff is a request that the Commission allow EGS's to audit Duquesne's calculation of System Lambda or monitor Duquesne's calculations itself through Commission audits of Duquesne's calculations. This right is incorporated in the West Penn settlement's Supplier Tariff, and is available in PJM as well.

Because of the potential magnitude of, and uncertainty associated with, imbalance charges, it is critical that EGS's have the ability to monitor these costs as close to real-time as possible and take whatever action is necessary to mitigate their impact on retail prices to end-users. If Duquesne is concerned about releasing commercially sensitive information, that was handled in the West Penn case by masking the identity of parties to transactions when providing data to EGSs. Specifically, the language states "The Company will make available the algorithms and data to an EGS to verify the AP Hourly Marginal Price without identifying

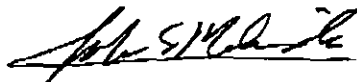
parties to the transactions." We recommend similar language be added to Duquesne's Supplier Tariff, substituting "Duquense's Lambda" or other appropriate language for "AP Hourly Marginal Price".

Posting of near real time hourly system lambda

As described above, imbalance charges are one of the most significant and uncontrollable cost elements of an EGS's total generation cost. Further exacerbating the problem is the fact that an EGS does not learn of its onerous and potentially increasing cost exposure until approximately 45 days from the hour in which the costs are being incurred. SEL's ability to respond to and mitigate these costs would be greatly enhanced by the availability of information on actual system lambda as close to real time as possible. It should also be in the interest of Duquesne that SEL have the means to fine tune its schedules and minimize imbalances. The PJM control area provides this information immediately following each operating hour. West Penn has also agreed to provide this information the following day if possible, and as early as possible if not the following day. SEL requests that Duquesne provide similar information as early as practicable.

We request that you include these comments by SEL in your filing of the consensus document with the PA PUC.

Sincerely,



John E. Molinda, PE

\\c:\ndp\ndp\causal\jca\corresp\pa puc\duquesne comm\chrisw\convec11.doc

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility)	
Commission,)	
v.)	Docket No. R-00974104
Duquesne Light Company)	
Application to approve)	
restructuring plan pursuant)	
to 66 Pa. C.S. § 2806(d))	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document shall be served, by Federal Express for delivery on November 5, 1998, upon the participants on the attached service list in accordance with Section 1.54 of the Commission's regulations.

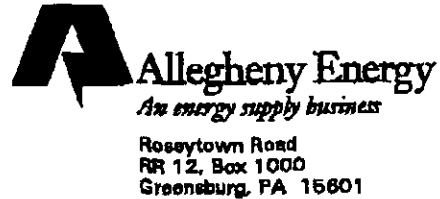
Dated this 4th day of November, 1998.



Victor A. Contract
Skadden, Arps, Slate,
Meagher & Flom LLP
1440 New York Ave., N.W.
Washington, D.C. 20005
(202) 371-7714

Counsel to Duquesne Light Company

APPENDIX D



Rossetown Road
RR 12, Box 1000
Greensburg, PA 15601

November 3, 1998

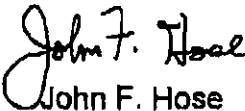
Victor Contract, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, DC 20005-2111

Dear Mr. Contract:

Allegheny Energy does not object to Duquesne Light Company's *Electric Generation Supplier Coordination Tariff* as revised during the October 28 and November 2, 1998 supplier settlement conferences. Consequently, we do not plan to submit comments concerning this Tariff to the Pennsylvania Public Utility Commission, providing that they are no substantive changes from the consensus document developed during the aforementioned settlement conferences.

Allegheny Energy appreciates the opportunity to participate in the settlement conferences as well as Duquesne Light Company's good faith effort to reach consensus on the issues identified in the Commission's Second Order on Compliance Filing dated October 16, 1998.

Sincerely yours,



John F. Hose
Contracts and Regulatory Affairs
Administrator

LAW OFFICES

WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP212 LOCUST STREET
SUITE 300
HARRISBURG, PA 17101-0213(717) 237-7160
FACSIMILE: (717) 237-7161KEVIN J. MOODY
DIRECT DIAL: (717) 237-7187
E-MAIL: KMOODY@WOLFBLOCK.COM

November 4, 1998

VIA FAX and FIRST-CLASS MAILVictor A. Contract, Esquire
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111RE: Duquesne Light Company Supplier Tariff
Docket No. R-00974104

Dear Mr. Contract:

Enron does not oppose the November 5, 1998 Supplier Tariff at this time. However, Enron reserves the right to file comments and requests for changes or modifications to the tariff with any appropriate regulatory body, including the Pennsylvania Public Utility Commission and FERC.

Very truly yours,

Kevin J. Moody
For WOLF, BLOCK, SCHORR and SOLIS-COHEN LLP

KJM/mas

cc: James D. Steffes

DSH:14103.1

PHILADELPHIA, PA • NEW YORK, NY • BLUE BELL, PA • CAMDEN, NJ • NORRISTOWN, PA • WILMINGTON, DE

** TOTAL PAGE.02 **



STRATEGIC ENERGY LTD.

2 Gateway Center, Pittsburgh, Pennsylvania 15222-1458
412-394-5600 Fax 412-394-6576 jmolinda@sel.com www.sel.com

JOHN E. MOLLINA
DIRECTOR—ELECTRICITY MARKET
AND STRATEGY DEVELOPMENT
412-394-6996

VIA FACSIMILE

November 4, 1998

Victor Contract
Skadden, Arps, Slate, Meagher & From, LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111

Re: Comments of Strategic Energy Ltd. on Consensus Document Developed During
Duquesne's Supplier Tariff Settlement Conferences.

Dear Victor,

Strategic Energy Ltd. ("SEL") concurs with the consensus document developed during the October 28 and November 2 supplier tariff settlement conferences with the following exceptions.

Auditability of Duquesne's calculation of System Lambda

Included in SEL's September 18, 1998 comments to the Duquesne's Supplier Tariff is a request that the Commission allow EGS's to audit Duquesne's calculation of System Lambda or monitor Duquesne's calculations itself through Commission audits of Duquesne's calculations. This right is incorporated in the West Penn settlement's Supplier Tariff, and is available in PJM as well.

Because of the potential magnitude of, and uncertainty associated with, imbalance charges, it is critical that EGS's have the ability to monitor these costs as close to real-time as possible and take whatever action is necessary to mitigate their impact on retail prices to end-users. If Duquesne is concerned about releasing commercially sensitive information, that was handled in the West Penn case by masking the identity of parties to transactions when providing data to EGSs. Specifically, the language states "The Company will make available the algorithms and data to an EGS to verify the AP Hourly Marginal Price without identifying

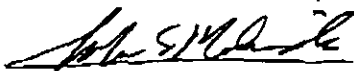
parties to the transactions." We recommend similar language be added to Duquesne's Supplier Tariff, substituting "Duquesne's Lambda" or other appropriate language for "AP Hourly Marginal Price".

Posting of near real time hourly system lambda

As described above, imbalance charges are one of the most significant and uncontrollable cost elements of an EGS's total generation cost. Further exacerbating the problem is the fact that an EGS does not learn of its onerous and potentially increasing cost exposure until approximately 45 days from the hour in which the costs are being incurred. SEL's ability to respond to and mitigate these costs would be greatly enhanced by the availability of information on actual system lambda as close to real time as possible. It should also be in the interest of Duquesne that SEL have the means to fine tune its schedules and minimize imbalances. The PJM control area provides this information immediately following each operating hour. West Penn has also agreed to provide this information the following day if possible, and as early as possible if not the following day. SEL requests that Duquesne provide similar information as early as practicable.

We request that you include these comments by SEL in your filing of the consensus document with the PA PUC.

Sincerely,



John E. Molinda, PE

Ver:Adm/rdp/cbase/9/98/corresp/pu pac/bqesem comm/rdw/ncr contact/Lab/c

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility)	
Commission,)	
v.)	Docket No. R-00974104
Duquesne Light Company)	
Application to approve)	
restructuring plan pursuant)	
to 66 Pa. C.S. § 2806(d))	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document shall be served, by Federal Express for delivery on November 5, 1998, upon the participants on the attached service list in accordance with Section 1.54 of the Commission's regulations.

Dated this 4th day of November, 1998.



Victor A. Contract
Skadden, Arps, Slate,
Meagher & Flom LLP
1440 New York Ave., N.W.
Washington, D.C. 20005
(202) 371-7714

Counsel to Duquesne Light Company

Kenneth Zielonis
(Pa. Retailers Assn.)
Stevens & Lee
208 North Third St., Ste. 310
P. O. Box 12090
Harrisburg, PA 17108-2090

Brian A. Rider
President
Pennsylvania Retailers' Assn.
224 Pine Street
Harrisburg, PA 17101-1325

James P. Dougherty
David M. Kleppinger
Robert A. Weishaar
Pamela C. Polacek
McNees, Wallace & Nurick
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108

Kandace F. Melillo
Wayne T. Scott
PA Public Utility Commission
Office of Trial Staff
901 N. 7th Street, Rear
Third Floor, Pitnick Bldg.
Harrisburg, PA 17105-3265

Jacqueline R. Morrow
Rodney R. Akers
Assistant City Solicitor
City of Pittsburgh
313 City County Building
414 Grant Street
Pittsburgh, PA 15219

Stephen J. Baron
J. Kennedy & Associates, Inc.
Suite 475
35 Glenlake Parkway
Atlanta, GA 30328

Angela T. Jones
Office of Small Business Advocate
Suite 1102
300 North 2nd Street
Harrisburg, PA 17101

Howard M. Louik
Allegheny County Law Dept.
300 Fort Pitt Commons
445 Fort Pitt Blvd.
Pittsburgh, PA 15219

Marisa A. Sifontes
Irwin A. Popowsky
Steven K. Steinmetz
Office of Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Lauren S. McAndrews
Allegheny Teledyne Incorporated
1000 Six PPG Place
Pittsburgh, PA 15222

Kenneth L. Wiseman
Robert M. Lamkin
Andrews & Kurth, LLP
1701 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Mark F. Sundback
Robert M. Lamkin
Andrews & Kurth, LLP
1701 Pennsylvania Ave., N.W.
Washington, D.C. 20006

Matthew Kahal
Exeter Associates, Inc.
Suite 350
12510 Prosperity Drive
Silver Spring, MD 20904

David F. Boehm
Michael I. Kurtz
Boehm, Kurtz & Lowry
2110 CBLD Center
36 East Seventh Street
Cincinnati, OH 45202

Terrance J. Fitzpatrick
David M. DeSalle
Ryan, Russell, Ogden & Seltzer, LLP
Suite 101
800 North Third Street
Harrisburg, PA 17102-2025

Robert B. Weisenmiller
MRW & Associates, Inc.
Suite 1440
1999 Harrison Street
Oakland, CA 94612-3517

Michael Reid, Director
Materials Management Services
Administrative Resources, Inc.
500 Commonwealth Drive
Warrendale, PA 15086-7513

Robert J. Stefanko
341 South Bellefield Avenue
Pittsburgh, PA 15213

Margaret Peters
The Peoples Natural Gas Co.
625 Liberty Avenue
Pittsburgh, PA 15222-3197

John Stember
Low Income Advocate Parties
1705 Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219

Stephen L. Feld
[for Pa. Power Co.]
FirstEnergy Corp.
76 South Main Street
Akron, OH 44308

Donald R. Ayersman, Jr.
1125 Denver Avenue
Morgantown, WV 26505

Mark J. McGuire
Ronald N. Carroll
Jenner & Block
Suite 1200
601 13th Street, N.W.
Washington, D.C. 20005

Tim Merrill
Foster Plaza 10
680 Andersen Drive, Suite 200
Pittsburgh, PA 15220-27--

Kevin J. McKeon
Malatesta, Hawke & McKeon, LLP
100 N. Tenth Street
P. O. Box 1778
Harrisburg, PA 17101

Thomas P. Gadsden
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

David Hughes
4037 Ludwick Street
Pittsburgh, PA 15217

Thomas J. Augspurger
Midcon Corporation
Office of General Counsel
701 East 22nd Street
Lombard, IL 60148

William T. Hawke
Janet L. Miller
Todd S. Stewart
Malatesta, Hawke & McKeon, LLP
100 N. Tenth Street
P. O. Box 1778
Harrisburg, PA 17101

Joseph A. Dworetzky
Luke E. Dembosky
John P. Lavelle, Jr.
Hangley, Aronchick, Segal & Pudlin
One Logan Square, 12th Floor
Philadelphia, PA 19103

Roger E. Clark
The Environmentalists
905 Denston Drive
Andler, PA 19002-3901

Attorney of Record
Environmental Energy Project
3700 Vartan Way
Harrisburg, PA 17110

Scott J. Rubin
3 Lost Creek Drive
Selinsgrove, PA 17870-9357

Patricia Armstrong
Thomas, Thomas, Armstrong & Niesen
212 Locust Street, Suite 500
P. O. Box 9500
Harrisburg, PA 17106-9500

Paul E. Russell
Pennsylvania Power & Light Co.
2 North 9th Street
Allentown, PA 18101

David M. Boonin
New Energy Ventures East, LLC
1845 Walnut Street
Ste. 2525
Philadelphia, PA 19103

John O'Brien
Wheeled Electric Power Co.
Suite 207
50 Charles Lindburgh Blvd.
Uniondale, NY 11553

Daniel Clearfield
Gerald Gornish
Alan Kohler
Robert J. Longwell
Wolf, Block, Schorr &
Solis-Cohen, LLP
212 Locust St., Suite 300
Harrisburg, PA 17101

James D. Steffes
Enron Power Marketing, Inc.
1400 Smith Street
P. O. Box 4428
Houston, TX 77002

Brian Kalcic
Excel Consulting
Suite 720-T
225 S. Meramec Avenue
St. Louis, MO 63105

Albert M. Benincasa
Director, Regulatory Affairs
Skipping Stone
46 9th Avenue
Sea Cliff, NY 11579

Douglas F. John
Gordon J. Smith
John & Hengerer
1200 17th Street, N.W.
Suite 600
Washington, D.C. 20036

Larry R. Crayne
Richard S. Herskovitz
Duquesne Light Company
411 Seventh Avenue, 15th Floor
Pittsburgh, PA 15219

Vickiren S. Aeschleman
Director, Regulatory Policy
QST Energy, Inc.
300 Hamilton Blvd., Suite 300
Peoria, IL 61602

Mary Ann Ralls
Duane, Morris & Heckscher LLP
1667 K Street, N.W., Suite 700
Washington, D.C. 20006

Mary McFall Hopper
PECO Energy Company
2301 Market Street
P. O. Box 8699
Philadelphia, PA 19101

Craig R. Kuennen, Ph.D.
904 Melaleuca Avenue, #N
Carlsbad, CA 92009

John Wilson
Executive Director
Community Action Association
of Pennsylvania
222 Pine Street
Harrisburg, PA 17101

Samuel W. Braver
Bruce A. Americus
Buchanan Ingersoll, P.C.
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219-1410

Donald A. Kaplan
Lisa M. Helpert
Preston, Gates, Ellis & Rouvelas
Meeds LLP
1735 New York Ave., N.W., Ste. 500
Washington, D.C. 20006-4759

Gary A. Jeffries
CNG Energy Services Corporation
One Park Ridge Center
P. O. Box 15746
Pittsburgh, PA 15244-0746

Keith M. Sappenfield, II
Director of Marketing Support
NorAm Energy Management, Inc.
P. O. Box 2628
Houston, TX 77252-2628

John R. Orr
Duke Energy Trading & Marketing LLC
One Westchester Center
10777 Westheimer, Suite 650
Houston, TX 77042

David Cruthirds
Electric Clearinghouse, Inc.
100 Louisiana, Suite 5800
Houston, TX 77002-5050

Lawrence E. Moncrief
1364 Silverton Avenue
Pittsburgh, PA 15206

Douglas C. Smith
La Capra Associates
333 Washington Street
Boston, MA 02108

Dr. Roger Odisio
170 Drake Road
Bethel Park, PA 15102

Charles DeGeorge
Energy Power Marketing Corp.
Parkwood Two Building, Suite 500
10055 Grogan's Mill Road
The Woodlands, TX 77380

END