

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)

(Applicable to all General Service Rates)

D. MAINTENANCE POWER - (Continued)

Plus for any General Service Large (300 to 4,999 kilowatts) or Small/Medium (less than 300 kilowatts) customer commencing service under Rider No. 16 after January 16, 1996, the following charges to recover the cost of existing or newly required transformation equipment that is over and above that equipment necessary for the Company to supply the customer with its contracted Supplemental Power will apply:

General Service Large (300 to 4,999 kW)	\$0.2781/kW
General Service Small/Medium (less than 300 kW)	\$0.4171/kW

(The monthly per kW charge for transformation equipment for Large Power Service/HVPS [5,000 kilowatts and over] customers will be determined by the Company on a case-by-case basis.)

However, any Large Power Service/HVPS, General Service Large or General Service Small/Medium customer electing to pay the total costs of such transformation at the onset of its contract may do so pursuant to Section E and will not subsequently be billed the aforementioned monthly per kW charges.

These charges for maintenance service will be paid only in months of actual usage.

The customer shall specify to the Company the amount of maintenance power required.

Beginning with the date upon which the non-utility generating facility's generating equipment is first operated in any manner whatsoever, and during the immediately ensuing three (3) months of operation of the non-utility generating facility's generating equipment, maintenance power will be supplied by the Company, if available in the sole judgment of the Company, to the non-utility generating facility at the non-utility generating facility's request, in order to permit the non-utility generating facility to "shake down" the generating equipment.

After the three-month "shake down" period, the non-utility generating facility will provide the following notice to the Company for the need for maintenance power:

- (1) For a non-utility generating facility requesting less than 15 mW of maintenance power, the non-utility generating facility will provide 30 calendar days notice to the Company of the need for maintenance power. The Company will respond within seven (7) calendar days of notification by the non-utility generating facility whether or not maintenance power can be made available at the time requested or at some other time.
- (2) For a non-utility generating facility requesting between 15 mW and 30 mW of maintenance power, the non-utility generating facility will provide 60 calendar days notice to The Company of the need for maintenance power. The Company will respond within 14 calendar days of the notification by the non-utility generating facility whether or not maintenance power can be made available at the time requested or at some other time.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES - (Continued)

(Applicable to all General Service Rates)

D. MAINTENANCE POWER - (Continued)

- (3) For a non-utility generating facility requesting more than 30 mW of maintenance power, the non-utility generating facility will provide 90 calendar days notice to the Company of the need for maintenance power. The Company will respond within 21 calendar days of the notification by the non-utility generating facility whether or not maintenance power can be made available at the time requested or at some other time.

The Company will make available the maintenance power upon mutual agreement within 30 days before or after the customer's requested scheduled maintenance outage date.

Maintenance power will be available to a non-utility generating facility not more than five (5) separate periods in a calendar year, cumulatively totaling 60 days in a calendar year.

Maintenance power may be available between the hours of 10:00 p.m. and 8:00 a.m. weekdays and all day Saturdays, Sundays and generally observed holidays upon six (6) hours notice to the Company by the non-utility generating facility. These limited "off-peak" uses of maintenance power will be restricted to not more than 15 separate periods in a calendar year and will not be included in the five (5) separate periods or 30 days in a calendar year. The availability of maintenance power between the hours of 10:00 p.m. and 8:00 a.m. weekdays and all day Saturdays, Sundays and generally observed Holidays would be determined solely by the Company and the Company will respond within two (2) hours of the request for maintenance power by the non-utility generating facility.

E. INTERCONNECTION

Each non-utility generating facility will be required to install at its expense or pay in advance to have the Company install interconnection equipment and facilities which are over and above that equipment and facilities required to provide electric service to the non-utility generating facility according to the Company's General Service Rates. (The costs of transformation equipment recovered under Sections B, C and D on a per kW monthly basis from Large Power Service/HVPS, General Service Large and General Service Small/Medium customers are not included herein.) Any such equipment to be installed by the non-utility generating facility must be reviewed and approved in writing by the Company prior to installation. Nothing in this rider shall exempt a new customer from the application of Rules No. 7 and 9 regarding Supply Line Extensions and Relocation of Facilities.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 17 - EMERGENCY ENERGY CONSERVATION

(Applicable to Rates GL, GLH, L, and HVPS only)

PURPOSE

This rider is applicable in conjunction with Tariff Rule 39.2, relating to Emergency Energy Conservation. It provides for deviation from and modifications to the charges and practices otherwise applicable to certain customers as a result of compliance with or noncompliance with energy conservation curtailment levels requested or ordered under emergency energy conservation conditions resulting from actual or potential shortage of fuel for electric generation.

APPLICABILITY

Applicable progressively in the following order of priority as required by the need for curtailment to meet conditions resulting from actual or potential shortage of fuel for electric generation:

1. To individual electric customer accounts served under Rates L and HVPS with recorded demand of 5,000 kW or higher in a recent 12-month period prior to the request of or order for emergency energy conservation.
2. To individual electric customer accounts served under Rates GL and GLH with recorded demand of 300 kW or higher in a recent 12-month period prior to the request of or order for emergency energy conservation.

Customers designated as exempt in the procedures for emergency energy conservation filed in accord with Tariff Rule 39.2 or by the Pennsylvania Public Utility Commission will be exempt from the provisions of this rider.

DEFINITIONS

1. **Base Period Energy Use** - The base energy use for a weekly period shall be determined by the Company for each applicable electric customer account based upon a consideration of the customer's actual past or current electric consumption and the customer's existing operation.
2. **Mandatory Curtailment Energy Use Level Target** - The Mandatory Curtailment Energy Use Level Target for each applicable customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule 39.2 or other percentage as a result of the order of appropriate governmental authority.
3. **Current Energy Use** - Current period use will be monitored on a weekly basis commencing on the date the emergency is declared.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 17 - EMERGENCY ENERGY CONSERVATION - (Continued)

(Applicable to Rates GL, GLH, L, and HVPS only)

DEFINITIONS - (Continued)

4. **Compliance** - When the energy consumption in any weekly period during the period of the mandatory emergency energy conservation condition is equal to or less than the mandatory curtailment energy use level target, the customer will be deemed to have complied.

In the event of continued non-compliance, the Company, upon notice to the Commission, may discontinue service.

A customer may arrange with the utility for mutually acceptable methods for achieving the mandatory curtailment energy use level target, as long as the customer, in total, meets the curtailment target.

BILLING

During the period of emergency energy conservation condition, billing will be based on meter readings especially made to identify the demand established and energy used during the current energy use period. Customers in compliance with conservation orders will be excused from minimum bills and historical or Contract Demand or ratchet provisions and will be billed instead on the basis of current consumption and demand whenever the normal calculation method would produce a greater bill.

These customers will be individually notified of this special billing provision prior to the implementation of the emergency energy conservation procedure.

STANDARD CONTRACT RIDERS - (Continued)

**RIDER NO. 18 - RATE FOR PURCHASE OF ELECTRIC ENERGY FROM
CUSTOMER-OWNED RENEWABLE RESOURCES GENERATING FACILITIES**

The Company will purchase electric energy from customer-owned generating facilities that: (1) are "qualifying small power production facilities" as defined in Subpart B - Qualifying Cogeneration and Small Power Production Facilities, of Part 292 of Subchapter K of Chapter 1, Title 18, Code of Federal Regulations ("facility"); (2) are located in the Company's service area; (3) use as the energy source renewable resources such as small scale hydro facilities of 30 megawatts or less, biomass, waste, solar or wind; and (4) meet one of the following three criteria:

- (a) are subject to a contract dated prior to August 25, 1987, and are supplying electric energy, or have commenced construction of facilities to supply electric energy within sixty (60) day of August 25, 1987.
- (b) are supplying electric energy to the Company under the terms of this rider on or before August 25, 1987, but are not subject to an executed contract.
- (c) have been negotiating with the Company for a contract and it is determined that the project has been the subject of serious negotiations prior to August 25, 1987.

The electric energy will be purchased, as available, from such facilities at the rate of six (6) cents per kilowatt-hour, or at a rate based on the Company's avoided costs when such costs exceed six (6) cents per kilowatt-hour. For facilities that do not qualify under the provisions of this rider, electric energy will be purchased at a rate based on the Company's avoided costs as calculated in accordance with the applicable PA. P.U.C. regulations. Payment will be made monthly for the electric energy received from the facility in the preceding month.

Each facility will be required to install at its expense, or to have the Company install at the customer's expense, interconnection equipment and facilities including metering, protection and controls. All such interconnection equipment and facilities must be reviewed and approved in writing by the Company prior to installation.

The owner of each facility will be solely responsible for the operation, maintenance and repair of such facility.

The Company shall not be liable for damage to the facility which may result from its interconnection with the Company's facilities.

This rider shall be effective only so long as the cost of such energy purchased by the Company may be recovered by the Company through its Energy Cost Rate or its equivalent in the future.

Purchase of electric energy under this rider shall be subject to all applicable Rules and Regulations of the Company's Electric Service Tariff, such Rules and Regulations to be read and interpreted, generally, with the word "purchase" substituted for the word "supply" or the word "service" where appropriate to reflect the application of the Rules and Regulations to the purchase rather than the sale of electric energy.

The Company reserves the right to require a written contract covering the purchase of electric energy for each facility.

STANDARD CONTRACT RIDERS - (CONTINUED)

RIDER NO. 19 - OFF-PEAK WATER HEATING SERVICE

(Applicable to Rates RS, RH, RA and GS/GM)

AVAILABILITY

Available to customers on the applicable rates utilizing electric storage water heaters equipped with timing devices that control water heating to defined off-peak hours as the sole source of water heating.

MONTHLY RATE

ENERGY CHARGE

All Kilowatt-hours of water heating usage at 2.98 cents per Kilowatt-Hour

The energy charge per kilowatt-hour of water heating usage shall be revised annually each December 1st, beginning on December 1, 2001, according to an index reflecting the average annual increase or decrease in residential gas prices billed by the three major Pittsburgh area gas companies for the previous year. However, in no case will the monthly energy charge billed under this rider fall below 2.98 cents per kilowatt-hour or go above 6.00 cents per kilowatt-hour by action of the annual adjustment.

DETERMINATION OF MONTHLY WATER HEATING USAGE

For customers who have installed a storage water heating system that limits water heating to the defined off-peak hours specified and stores hot water for use during on-peak periods, the monthly water heating usage will be determined based upon the heating unit capacities as follows and subject to the limitation listed below:

<u>Unit Capacity</u>	<u>Monthly Water Heating Allowance</u>
30 to 39 gallons	Next 150 kWh of usage after the first 200 kWh
40 to 59 gallons	Next 200 kWh of usage after the first 200 kWh
60 to 99 gallons	Next 300 kWh of usage after the first 200 kWh
100 to 119 gallons	Next 400 kWh of usage after the first 200 kWh
120 gallons or greater	Next 500 kWh of usage after the first 200 kWh

LIMITATION ON WATER HEATING USAGE

In no instance will this rider apply to the first 200 kWh of a customer's monthly usage. This base usage of 200 kWh will always be billed at the applicable rate.

STANDARD CONTRACT RIDERS (Continued)

RIDER NO. 19 - OFF-PEAK WATER HEATING SERVICE- (Continued)

(Applicable to Rates RS, RH, RA and GS/GM)

ON-PEAK AND OFF-PEAK HOURS

The following hours will be designated as on-peak hours:

Monday through Friday
10:00 A.M. TO 9:00 P.M.

The remaining hours including the generally observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be designated as off-peak hours. The Company may, upon written notice to customers taking service under this rider and upon filing same with the Pennsylvania Public Utility Commission, make such changes in the on-peak hours as it may from time to time deem necessary.

SPECIAL TERMS AND CONDITIONS

To be eligible for this rider, the customer must agree to the following terms and conditions:

1. The electric storage water heaters must be approved by the Company as capable of meeting the usage control requirements of this rider.
2. The Company reserves the right to inspect at all reasonable times the energy storage and usage control devices that qualify the customer for this rider and to ascertain by any reasonable means that the time differentiated load characteristics of such devices meet Company specifications.
3. If the Company finds that in its sole judgment the conditions of this rider are being violated, it may discontinue billing the customer under the provisions of this rider and all usage will be billed at the applicable rate.

PROVISIONS UNDER DIRECT ACCESS

For customers purchasing their electric generation from an EGS, the customer will be billed for the distribution and competitive transition charges of the applicable rate based on energy consumption net of the water heating allowance.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 20 - SMALL BUSINESS DEVELOPMENT RIDER

(Applicable to Rate GS/GM)

PURPOSE

Stimulating development of small industrial facilities in the Company's economically distressed service area may produce benefits in terms of job creation, increased regional income, and improved living standards. The purpose of this rider is to encourage load management, increase regional industrial production, and grow employment through an incentive for small industrial customers.

AVAILABILITY

This rider will be available for a term not exceeding five (5) years to qualifying new industrial customers having estimated annual load requirements not exceeding 105 kW. Qualifying terms and conditions are listed below.

Customers must contract under this rider on or before December 31, 1998 to qualify for the economic incentives defined below.

ECONOMIC INCENTIVE

A qualifying customer will earn a credit equal to the Billing Demand minus the Monthly Base Period Billing Demand multiplied by the discounted Incremental Unit Demand Charges of Rate GS/GM. The minimum *Monthly Base Period Billing Demand for new or existing customers will be five (5) kW. The percentage discount is 50% for the first 36 months, 30% for the next 12 months and 15% for the last 12 months the customer is on this rider.*

NOTE

Except for the provisions specifically set forth in this rider, all provisions, prices, and regulations of the standard general service rate under which the customer receives service shall apply.

The preceding credits will be applied before application of Rider No. 10 - State Tax Adjustment. All applicable "Standard Contract Riders" will remain in effect. The Minimum Charge Provision of Rate GS/GM shall not be reduced by this rider.

The above credits will be applied to the Distribution, CTC and Generation Charges of the bill as described under the section "Provisions Under Direct Access."

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 20 - SMALL BUSINESS DEVELOPMENT RIDER - (Continued)

(Applicable to Rate GS/GM)

DEFINITIONS

1. **New Service Location** - A location having one or more delivery points for electric service which will be billed separately by the Company under a single billing address:
 - (a) To which the Company has not previously supplied electric service

or

 - (b) To which the Company has previously supplied electric service provided that the service previously supplied had not been used for substantially the same industrial manufacturing or processing as the present operation or that its industrial use had been discontinued at least twelve (12) months prior to application for service under this rider.
2. **Existing Service Location** - An existing location of a customer having one or more delivery points for electric service billed separately by the Company under a single billing address.
3. **Base Period for Existing Customers** - The twelve consecutive monthly billing periods applicable to the existing customer ending one month prior to the application of this rider.
4. **Monthly Base Period Billing Demand:**
 - (a) **Existing Customer** - The Billing Demand used in billing the Existing Service Location for the month in the Base Period corresponding to the billing month to which the rate reduction under this rider is applied.
 - (b) **New Customer** - The Monthly Base Period Billing Demand will be five (5) kW for every month billed under this rider.
5. **Employment Reports** - The "Employer's Report for Unemployment Compensation" and "Employer's Quarterly Report of Wages Paid to Each Employee" as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania and the "Employer's Quarterly Employment and Wage Analysis" as filed by the customer with the Office of Employment Security, Department of Labor and Industry, Commonwealth of Pennsylvania for employers who have more than one place of business in the Commonwealth.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 20 - SMALL BUSINESS DEVELOPMENT RIDER - (Continued)

(Applicable to Rate GS/GM)

TERMS AND CONDITIONS

1. The customer may be a new or an existing customer.
2. The customer must be engaged in manufacturing or processing operations as defined in the Division D. Manufacturing Standard Industrial Classification (SIC) categories as described in the 1987 Edition of Standard Industrial Classification Manual, supplements thereto, or later editions.
3. A *Pennsylvania Sales Tax Blanket Exemption Certificate* must be filed by the customer with the Company as soon as it is filed with the Commonwealth showing the address of the service location to which the rider is to be applicable and certifying that more than fifty percent (50%) (on an annual basis) of the electricity purchased thereunder is exempt from sales tax because it is used in manufacturing or processing operations. The rider shall not be effective until the Certificate or other suitable evidence acceptable to the Company is filed with the Company assuring that the above usage criteria is being achieved.
4. Current "Employment Reports," as defined, must be filed with the Company no later than thirty days after the end of the reporting quarter as defined at 43 P.S. 753d.
5. In the event a customer's new or incremental load consistently exceeds 100 kW, the customer will be given the option, upon request, of remaining on this rider with the discount applied to a maximum of 100 kW of new or incremental load or the customer may execute a new Rider 8 five (5) year contract with base load normally set equal to the customer's load at the time of the transfer to Rider 8. The Company reserves the right to establish an appropriate base load in the event the customer's load prior to transfer to Rider 8 is not a true representation of its base load.
6. The customer must sign a five (5) year "Economic Development Rider No. 20 Amendment to Electric Service Contract" with the Company for the term of the rider. Failure to comply with the terms and conditions of the contract may result in the cancellation of this rider.
7. The Company reserves the right to refuse this rider to customers who do not meet the conditions specified above.
8. If an existing customer in the service area moves their operation to a new location, the Base Period of the prior service shall move with the customer, and the new location would be treated as an Existing Service Location. A service location, to which the Company had previously supplied service within the prior twelve (12) months for substantially the same industrial manufacturing or processing as the present or proposed operation, would be treated as an Existing Service Location. However, the Base Period would be then defined as the last twelve (12) monthly billing periods during which there was industrial operation at the site.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 20 - SMALL BUSINESS DEVELOPMENT RIDER - (Continued)

(Applicable to Rate GS/GM)

TERMS AND CONDITIONS - (Continued)

9. If the existing customer did not receive service during the entire Base Period, the Monthly Base Period Billing Demand shall be determined by the Company.
10. The Company reserves the right to adjust the Monthly Base Period Usage for unusual circumstances such as labor work stoppages. If the existing customer did not receive service during the entire Base Period, the Monthly Base Period Usage shall be determined by the Company.
11. The application of the rider will be discontinued if bills are not paid when due as specified in Tariff Rule No. 21, before the addition of a Late Payment Charge.
12. The rider will be reserved for a customer who applies to the Company for the rider in writing up to twelve months prior to the time service is required.
13. Discontinuance of or detrimental changes to the rider will not apply to an existing rider participant or a prospective participant as described in Condition (13).

PROVISIONS UNDER DIRECT ACCESS

For contracts that do not contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract effective January 1, 1999, in a manner that retains the customer discount and reflects the amount of transmission, distribution, CTC and generation charges in the customer contract. The customer may continue to purchase electricity from the Company in accordance with the terms and conditions of the contract; terminate the contract and obtain electricity from an EGS on the otherwise applicable tariff rates according to their eligibility under direct access; or, retain the Company's services under the unbundled rates of the contract and purchase electrical energy from an EGS. The customer's discount from the otherwise applicable tariff rates will be applied first to the distribution components of the unbundled rates. If the discount is greater than the sum of the distribution components, the balance of the discount will be allocated equally between the CTC components and the generation components of the unbundled rates. The discount will be applied to the demand and energy components of the unbundled rate elements. Contract expiration shall not affect the applicability of any statutory rate cap.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 - UNIVERSAL SERVICE CHARGE

(Applicable to all Rates)

A Universal Service Charge, calculated independently for each rate schedule in this Tariff using distribution allocation factors, shall be applied to all kWh delivered under the Tariff. This Universal Service Charge shall be determined to the nearest one-thousandth of 1 mill per kilowatt-hour in accordance with the formula set forth below and shall be applied to all kilowatt-hours delivered during the billing month:

$$USC = \{ ((U * D) / S) - B - e \} * \{ 1 / (1 - T) \}$$

The Universal Service Charge so computed, effective during the billing months of April through March, shall be applied to customers' bills as a non-bypassable surcharge effective for service rendered on and after the following April 1 of each year.

Where **USC** = Universal Service Charge in mills per kWh to be applied to each kilowatt-hour delivered under this Tariff.

U = The estimated net universal service program costs related to the Company's Customer Assistance Program (CAP), Customer Assistance and Referral Evaluation Services (CARES), Smart Comfort Program, hardship fund administration, Consumer Credit Counseling Services (CCCS), low-income collection costs and low income write-offs for the computation year. (The costs to be included in the initial USC effective July 1, 2001 will include costs deferred from January 1, 1999 through May 31, 2001.)

D = Distribution Allocation Factor for each rate schedule as stated below:

Rate RS	0.429000
Rate RH	0.035000
Rate RA	0.004000
Rate GS/GM	0.238000
Rate GMH	0.027000
Rate GLH	0.019000
Rate GL	0.127000
Rate L	0.058000
Rate HVPS	0.027000
Rate AL	0.000001
Rate SE	0.011000
Rate MTS	0.001000
Rate SM	0.024000
Rate SH	0.000190
Rate PAL	0.024000

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 - UNIVERSAL SERVICE CHARGE - (Continued)

S = The Company's projected kWh to be delivered for each rate schedule for the computation year.

B = Base universal service charges, in mills per kilowatt hour, as stated below for each rate schedule:

Rate RS	1.80
Rate RH	1.40
Rate RA	1.40
Rate GS/GM	1.10
Rate GMH	1.00
Rate GLH	0.50
Rate GL	0.50
Rate L	0.50
Rate HVPS	0.30
Rate AL	1.30
Rate SE	4.70
Rate MTS	1.00
Rate SM	0.30
Rate SH	2.80
Rate PAL	0.30

e = The experienced net overcollection or undercollection of the universal service program costs as computed for each rate schedule as of the end of the reconciliation period.

T = The Pennsylvania gross receipts tax in effect during the billing month, expressed in decimal form.

The filing, reconciliation and audit of the universal service charge shall be conducted pursuant to procedures formulated by the Commission. This tariff will be revised to reflect the Commission's directive when appropriate.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 22 - RENEWABLE ENERGY SERVICE

(Applicable to Rates RS, RH, RA, GS/GM and GMH)

AVAILABILITY

Available to customers purchasing single-phase electric service served under the applicable rates who have installed a device or devices that are, in sole judgment, a bona fide technology for use in generating electricity from qualifying renewable energy installations not exceeding 10 kW, and that will be operated in parallel with the Company's system. Qualifying renewable energy installations include solar panels, wind, hydro, biomass, methane field, and fuel cell generation. The customer's equipment must conform to the installation requirements contained in the Company's published "Requirements For Parallel Operation Of Non-Utility Generation." The Company will modify its distribution and transmission facilities as necessary to interconnect with the customer at a single point. A customer will be charged for all modifications, additions or retirements made to provide the interconnection, in accordance with the "Requirements For Parallel Operation Of Non-Utility Generation." The costs for making the renewable energy resource operational shall be the responsibility of the customer.

METERING

A customer may select one of the following metering options in conjunction with the applicable rate.

- (a) A non-ratcheted, bi-directional meter, may be used to record net energy sales to the customer.
- (b) Two meters may be installed. One will measure the energy delivered by the Company that the customer uses, and the other will measure the energy delivered to the Company from the customer that is generated by the customer's qualified renewable energy installation.
- (c) The Company shall consider other qualified meter installations requested by the customer.

BILLING

If, in any billing month, the amount of energy delivered by the Company that the customer uses is greater than the amount of energy the customer delivered to the Company, then the Company will bill the customer for the difference on the applicable rate. If, in any billing month, the amount of energy delivered by the Company that the customer uses is less than the amount of energy the customer delivered to the Company, only the Customer Distribution Charge of the applicable rate will be due by the customer. A customer may sell any excess energy to an EGS other than the Company.

METERING CHARGE

- Option (a) No charge
- Option (b) \$6.38 for customers on Rates RS, RA and RH
\$9.07 for customers on Rates GS/GM and GMH.
- Option (c) Meter cost shall be based upon the net incremental cost to the Company to purchase install and make operational the new metering equipment.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 23 – GENERATION RATE ADJUSTMENT

(Applicable to Rates GS/GM, GMH, GL, GLH, L, HVPS, AL, SE, SM, SH, MTS, PAL)

The Generation Rate Adjustment (GRA) Amount (if any) will be calculated for each non-residential account that returns to POLR service after January 1, 2001 and chooses to stay on POLR service for less than twelve consecutive billing cycles. The GRA Amount will be calculated over the entire GRA period, (but in no event shall be negative), as follows:

$$\text{GRA} = \{[(L_{\text{on-peak}} * M_{\text{on-peak}}) + (L_{\text{off-peak}} * M_{\text{off-peak}})] - \text{NBGR}\} \times (1/1-T)$$

- Where:
- L** = The load measured in kWh associated with an account in a particular rate schedule using the same methodology used to determine the hourly load obligations of an account served by an EGS pursuant to Duquesne's Supplier Coordination Tariff. For purposes of calculating the GRA Amount, the hourly load obligation associated with each account will be aggregated into daily on-peak and off-peak kWh blocks. The on-peak and off-peak kWh will be the sum of the customer's consumption during the hours corresponding to the applicable daily on-peak and off-peak prices in "North ECAR" reported in the publication Megawatt Daily. (Megawatt Daily currently defines on-peak as the hours from 0600 to 2200 and off-peak as the hours from 2200 to 0600.) The on- and off-peak load shall include the transmission and distribution loss adjustment applicable to the account's rate schedule as specified in Duquesne's Supplier Coordination Tariff.
 - M** = The daily weighted average market price index for "North ECAR" for on-peak and off-peak energy as reported by Megawatt Daily in the table "Ranges and Indexes of Trades for Standard 16-Hour Daily Products". The prices in the table are reported in \$/MWH and will be converted to \$/kWh. On any given day, the same on-peak price shall be applied to all on-peak kWh load and the same off-peak price shall be applied to all off-peak kWh load. If on a given day a range of prices is provided with no weighted average index, then DLC shall use the average of the low and high prices. If on a given day no prices are provided for North ECAR, Duquesne shall use (1) for Monday through Friday -- the posted price of the preceding business day (2) for Saturday and Sunday -- the posted price of the preceding Saturday or Sunday and (3) for NERC holidays -- the posted price of the preceding Saturday.
 - NBGR** = The dollar amount of Net Billed Generation Revenues (net of GRT and ancillary services) to be paid to Orion as defined in the applicable POLR Agreement for serving a GRA Customer at POLR rates during the GRA Period.
 - T** = The Pennsylvania gross receipts tax rate in effect at the time the GRA Amount is calculated.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 23 - GENERATION RATE ADJUSTMENT - (Continued)

(C)

(Applicable to Rates GS/GM, GMH, GL, GLH, L, HVPS, AL, SE, SM, SH, MTS, PAL)

The GRA Period is the time period over which the GRA applies, as follows:

- (a) For an account that returns to POLR service and selects an EGS within the first year, any GRA would apply from the date of return to POLR service until the time the customer next receives service from the EGS.
- (b) For a returning account that does not exercise its switching option and remains on POLR service for more than twelve consecutive billing cycles and then selects an EGS during a subsequent year, the GRA Period would apply only for the partial year commencing with the account's anniversary return date and continuing until the time the customer next receives service from an EGS.

ORIGINAL
ELECTRIC - PA. P.U.C. No. 3S

Superseding

ELECTRIC - PA. P.U.C. No. 1S
and Supplements thereto

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DOCKETED

DUQUESNE LIGHT COMPANY JAN 17 2001

411 Seventh Avenue
Pittsburgh, PA 15219

John R. Marshall
President

**DOCUMENT
FOLDER**

Issued: December 22, 2000

Effective: January 1, 2001

R-974104

Issued in accordance with the December 20, 2000 Commission
Order at ~~R-00974101~~ directing modification of tariff language.

NOTICE

THIS TARIFF CHANGES EXISTING RULES

LIST OF MODIFICATIONS MADE BY THIS TARIFF

This Tariff incorporates provisions of the Joint Petition for Settlement dated November 29, 2000, as approved by the Commission in its November 30, 2000 Order at R-00974104 and further modifications as directed in the December 20, 2000 Order at this docket, relative to residual losses, information requirements and customer switching rules.

The changes are noted at:

Definitions	Original Page No. 6
Rule No. 5	Original Page No. 15
Rule No. 8	Original Page No. 25
Rule No. 14	Original Pages No. 34 and 35

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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 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 (CAO) - Duquesne Light Company or the Independent 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 an EGS 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 Services Charges - All charges stated in the charges section of this tariff, or the OATT, 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 Pennsylvania Public Utility Commission. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit history.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)

Customer(s) - Any person, municipality, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in 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 Pennsylvania Public Utility Commission approved Electric Service Tariff.

Electric Distribution Company (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 (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 (EDEWG) - The Pennsylvania Public Utility Commission 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 (EDI) - The computer application to computer application exchange of business information in a standard format, as more fully described in Pennsylvania Public Utility Commission 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 Pennsylvania Public Utility Commission).

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.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)

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 (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.

Pennsylvania Public Utility Commission or Commission - The Pennsylvania Public Utility Commission.

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

Residual Losses – Residual Losses = Control Area Energy Requirement – ((summation of EGS consumption adjusted for Transmission and Distribution Losses)+ (POLR consumption adjusted for Transmission and Distribution Losses)).

(C)

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

Tariff - This Electric Generation Supplier Coordination Tariff.

Value Added Network (VAN) - A method of data transfer that allows information to 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.

(C) – Indicates Change

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 contrary thereto.

RULES AND REGULATIONS - (Continued)

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 Pennsylvania Public Utility Commission. 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 PA PUC JURISDICTIONAL MATTERS This tariff operates and is subject to Pennsylvania Public Utility Commission Orders, rules and regulations.

RULES AND REGULATIONS - (Continued)

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 Pennsylvania Public Utility Commission 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 this tariff;
- B. The EGS has failed to comply with credit requirements specified in Rule 12 of the tariff;
- 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 Pennsylvania Public Utility Commission to reject the registration of an EGS with bad credit. The Company need not provide Coordination Services to the EGS pending the Pennsylvania Public Utility Commission's review of said petition unless the EGS has provided security to the Company as provided for in Rule 12.4.

RULES AND REGULATIONS - (Continued)

3. COMMENCEMENT OF EDC/EGS COORDINATION - (Continued)

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 Pennsylvania Public Utility Commission, 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 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.

RULES AND REGULATIONS - (Continued)

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 OATT and the Competition Act.

4.4 STATE LICENSING An EGS must have and maintain in good standing a license from the Pennsylvania Public Utility Commission as an authorized EGS.

4.5 ENERGY PROCUREMENT An EGS must make all necessary arrangements for obtaining Competitive Energy Supply in a quantity sufficient to serve its 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:

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. 48.

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 Pennsylvania Public Utility Commission, or any other governing reliability council with authority over the EGS, that apply to EGSs.

4.9 DETERMINATION OF LOAD AND LOCATION The Company and EGS shall coordinate with the 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.

RULES AND REGULATIONS - (Continued)

4. COORDINATION OBLIGATIONS - (Continued)

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.

4.11 COMMUNICATION REQUIREMENTS An EGS shall implement a VAN and a single Internet file transfer protocol, as determined by the EDEWG and Pennsylvania Public Utility Commission 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 Pennsylvania Public Utility Commission rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the Pennsylvania Public Utility Commission'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 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.

RULES AND REGULATIONS - (Continued)

4. COORDINATION OBLIGATIONS - (Continued)

4.14 DATA EXCHANGE - (Continued)

- 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 Code of Conduct approved by the Commission is incorporated herein by reference.

4.16 STANDARDS OF CONDUCT AND DISCLOSURE FOR A LICENSED EGS The Standards of Conduct and Disclosure for Licensees, pursuant to Pennsylvania Public Utility Commission regulations including, but not limited to, Docket No. L-970129, are incorporated herein by reference.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES

5.0 GENERALLY The procedures for the selection of customers 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 the Enrollment Procedures Applicable to EDCs and EGSs during the phase-In implementation of direct access, Docket No. M-00960890F.0014, Standards for Electronic 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 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.

5.1.2 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 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.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

5.1 CUSTOMER ENROLLMENT - (Continued)

5.1.2 EGS METHOD - (Continued)

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 ELIGIBLE CUSTOMER LIST In addition to the EDEWG Standard Eligibility List, Duquesne agrees to provide to EGSs, for all customers who have authorized the release of their information, the most recent available twelve individual months of historical monthly electric usage and billed demand, per customer account, and the customer's service anniversary date. This information, which will be provided on Duquesne's web site in a downloadable format compatible for use with spreadsheet and database applications, will be updated quarterly and will continue to be available through December 31, 2004.

(C)

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, and
 - (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 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.

(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

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. The process for a customer's selection of an EGS for the first time thereafter is governed by Rule 5.3.

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 authorization from the customer, or from the person authorized to act on the customer's behalf, indicating the customer's choice of EGS. The authorization shall include the customer's acknowledgment that the customer has received the notice required by Rule 5.2.1(A). It is the EGS's responsibility to maintain records of the customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.
- 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 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. 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.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

5.2 INITIAL EGS SELECTION FOR 1998 - (Continued)

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 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 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 authorization from the customer or person authorized to act on the customer's behalf indicating the customer's choice of EGS. The authorization shall include the customer's acknowledgment that the customer has received the notice required by Rule 5.3.1. It is the EGS's responsibility to maintain records of the customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.
- B.** The customer's new EGS shall also submit the customer's information using a file format designated by the Company that complies with the Commission's electronic requirements. The required electronic files 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.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

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 - (Continued)

5.3.2 - (Continued)

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 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 its EGS selection after the 10-day waiting period, the customer will be 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. The customer also may request confidential treatment of customer-specific information, and the Company shall not release the customer-specific information to the EGS without receiving authorization from the customer to release the customer-specific information to the EGS.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

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 - (Continued)

5.3.5 Subject to Rules 14.4 and 14.5, 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 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 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 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.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

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, Pennsylvania Public Utility Commission 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.

RULES AND REGULATIONS - (Continued)

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 in accordance with the following load forecasting procedures.

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 Pennsylvania Public Utility Commission 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 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 customers' 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 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 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.

RULES AND REGULATIONS - (Continued)

6. LOAD FORECASTING - (Continued)

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). (Transmission losses pursuant to the OATT and distribution losses pursuant to table at Page No. 48).

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.

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.

RULES AND REGULATIONS - (Continued)

6. LOAD FORECASTING - (Continued)

6.4.2 PROCEDURE FOR FORECASTING - (Continued)

Step 1 Determining Hourly Load Forecast By EGS By Rate Class - (Continued)

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

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 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.

RULES AND REGULATIONS - (Continued)

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 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.

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 aggregate forecast value for each hour 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 forecast to each respective EGS and to the CAO promptly after 8:00 A.M. Eastern Prevailing Time 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 the EGS's supply schedule.

7.3.2 BINDING NATURE OF SCHEDULE The schedule e-mailed to the EDC 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 Once a supply schedule has been submitted in accordance with 7.3.1, the EGS supply schedule may be 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.

- A. Schedule change requests should be made by telephone to the CAO with at least two hours notice.
- B. After CAO agreement to the change, the supply schedule change will be sent to the CAO by e-mail utilizing the NERC TIS protocol.
- C. All changes to previously submitted schedules will be accomplished as follows:
 - (1) The EGS will e-mail to the CAO a revised schedule 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.
 - (2) 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 (1) above.
- D. 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.
- E. During emergency operations such as ECAR Automatic Reserve Sharing (ARS) episodes, PJM Max Generation Emergencies, etc., the two hour notice requirement will be waived.

RULES AND REGULATIONS - (Continued)

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 (and adjusted for losses) by customers utilizing hourly metering data, and developed (using rate class load profiles) hourly energy consumption for monthly or daily metered and unmetered customers. (C)

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.

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, DISTRIBUTION AND RESIDUAL LOSSES) (C)

Transmission and distribution losses are calculated based upon customer consumption consistent with Rule 8.4.1. These losses, plus residual losses, are added to the hourly energy consumed by customers and are included in the Consumption Energy Imbalance calculation.

8.4.1 CONSUMPTION CALCULATION The Company will calculate POLR load in the same manner in which EGS load is calculated. After meters are read load profiles will be applied to all customers, including those on POLR service. When interval meter reading data for a specific customer is available for use, the Company shall use this information in determining load obligation. (C)

8.4.2 RESIDUAL LOSSES To determine the proper allocation of losses, average losses by class will be applied to both EGS and POLR loads, and residual losses (and unaccounted for energy) will be allocated pro rata among all suppliers, including the POLR supplier.

(C) - Indicates Change

RULES AND REGULATIONS - (Continued)

8. RECONCILIATION - (Continued)

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.

RULES AND REGULATIONS - (Continued)

9. UTILIZATION OF SCHEDULING COORDINATORS

9.1 PARTICIPATION THROUGH A SCHEDULING COORDINATOR If an EGS chooses not to interact directly with 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 month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this tariff.

9.6 MULTIPLE SCHEDULING COORDINATORS At such time as the EDEWG incorporated a data exchange methodology for the designation of a Scheduling Coordinator for each customer, the Company will, within a reasonable time, permit multiple Scheduling Coordinators for an EGS. The EGS will be required to submit a Scheduling Coordinator Designation Form for each Scheduling Coordinator.

RULES AND REGULATIONS - (Continued)

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.

RULES AND REGULATIONS - (Continued)

11. CONFIDENTIALITY OF INFORMATION

11 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.

11.1 CUSTOMER INFORMATION The EGS shall keep all customer-specific information supplied by the Company confidential unless the EGS has the customer's authorization to do otherwise.

RULES AND REGULATIONS - (Continued)

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 Pennsylvania Public Utility Commission. 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 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 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 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.

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING - (Continued)

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:

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.

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.

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING - (Continued)

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 deposit sought by the Company if the EGS believes such a requirement is inappropriately based or assessed.

12.4.1 AMOUNT OF DEPOSITS The deposit shall be equal to (i) \$250,000, or (ii) two months of the EGS's 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.

RULES AND REGULATIONS - (Continued)

13. WITHDRAWAL BY EGS FROM RETAIL SERVICE

13.1 NOTICE OF WITHDRAWAL TO THE COMPANY An EGS shall provide electronic notice to the *Company of withdrawal by the EGS from retail service in accordance with the Pennsylvania Public Utility Commission's rulings in Docket No. 00960890F.0013, and any subsequent applicable Pennsylvania Public Utility Commission 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 Pennsylvania Public Utility Commission's rulings in Docket No. 00960890F.0013 and any subsequent applicable Pennsylvania Public Utility Commission 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.*

RULES AND REGULATIONS - (Continued)

14. DISCONTINUANCE OF EGS 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 Pennsylvania Public Utility Commission rules.

14.2 NOTICE TO CUSTOMERS An EGS shall provide a minimum of 90 days advance notice to any customer it intends to stop serving of such intended discontinuance in a manner consistent with the Pennsylvania Public Utility Commission's rulings in Docket Nos. L-00970126 and M-00960890 and any subsequent applicable Pennsylvania Public Utility Commission rulings. The application of this Rule 14.2 will, however, be limited to the classes of customers to which the referenced Pennsylvania Public Utility Commission 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. (C)

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.

14.4 RESIDENTIAL CUSTOMERS RETURNING TO POLR SERVICE An EGS shall give a residential customer and Duquesne at least 90 days notice prior to the meter read date on which the EGS has a reasonable expectation that it will no longer be serving the customer, whether due to termination of a contract or pursuant to the terms of its contract. EGSs shall not utilize the flexibility afforded by these rules to propose price changes that are designed to economically force customers to return to POLR service during the Summer period. If an EGS has a reasonable expectation that it will no longer be serving a customer as of a meter read date which is less than 90 days from January 1, 2001, the EGS shall issue the notice required by the previous sentence within five business days of January 1, 2001, and such customers shall have a minimum of 60 days in which to make the choices outlined in Section 45.2 of Duquesne's retail tariff, as appropriate. For Duquesne's purposes, this 90-day notice to Duquesne is for informational and planning purposes only. Appropriate EDI transactions and procedures must be followed before any change in suppliers is implemented. In addition, if a residential customer terminates an agreement with an EGS, by contacting the EGS prior to the agreement's scheduled termination, or if the EGS terminates the customer for failure to pay, the EGS shall notify Duquesne via EDI transaction within one business day, in accordance with the standard switching requirements set forth at 52 Pa. Code §57.173. The notices required in this section apply only to termination of service, not to proposed changes in contract terms pursuant to 52 Pa. Code §54.5(g). (C)

Beginning on January 1, 2001, if, in any rolling three-month period, more than 50,000 customers return from EGS to POLR service, Duquesne will provide notice to all EGSs serving customers in Duquesne's service territory that residential customers returning from EGS to POLR service after the date of the notice will be required to remain on POLR service for twelve consecutive monthly billing cycles. (The calculation of 50,000 customers in a given three-month rolling period will include: (i) the number of residential customers receiving Options Notices from Duquesne under the terms of Rule 45.2 of Duquesne's retail tariff during the period, plus (ii) other residential customers who return from EGS to POLR service per EDI notices during the period, minus (iii) residential customers who leave POLR service during the period, minus (iv) residential customers who receive an Options Notice under Rule 45.2 as noted above but then switch to an EGS per EDI notices during the period.)

(C) - Indicates Change

RULES AND REGULATIONS - (Continued)

14. DISCONTINUANCE OF EGS SERVICE TO PARTICULAR CUSTOMERS – (Continued)

14.4 RESIDENTIAL CUSTOMERS RETURNING TO POLR SERVICE – (Continued)

If an EGS fails to give the notice required herein, Duquesne may file a complaint with the Commission, alleging such failure and requesting that the Commission enter an order directing the EGS to pay Duquesne an amount equal to the Generation Rate Adjustment (calculated pursuant to Rider No. 23 of Duquesne's retail tariff), unless the customer switches to another EGS or stays on POLR service for one year. In determining whether to impose this payment, the Commission may consider all mitigating factors, including whether the EGS's failure to provide the required notice was inadvertent. Duquesne may seek enforcement of the Commission's decision through the bond requirements imposed pursuant to 66 Pa.C.S. §2809. Not less than 30 days prior to filing a complaint under this paragraph, Duquesne shall provide the affected EGS with notice of its intent to file a complaint and shall use good faith efforts to attempt to resolve the dispute.

(C)

14.5 NON-RESIDENTIAL CUSTOMERS RETURNING FROM POLR SERVICE If a non-residential customer that has been receiving POLR service switches to an EGS and fails to pay the Generation Rate Adjustment imposed under the terms of Duquesne's retail tariff within 60 days of the bill date or otherwise fails to dispute the calculation pursuant to Duquesne's retail tariff, the customer shall be returned to POLR service and remain there until the GRA is paid.

(C)

14.6 INFORMATION REGARDING ESTIMATES OF LOAD RETURNING TO POLR SERVICE

14.6.1 INFORMATION ON RESIDENTIAL LOAD Duquesne may periodically request EGSs to furnish general updates of the information provided by the 90-day notices described at Section 14.4, including total load represented by such notices, total load which has renewed with the EGS and estimated returning load. EGSs will cooperate by exercising reasonable efforts, using available resources, in responding to these inquiries. Duquesne shall provide that information only on an aggregate basis to the POLR supplier.

(C)

14.6.2 INFORMATION ON NON-RESIDENTIAL LOAD Duquesne may periodically request EGSs to furnish general information regarding estimates of non-residential load that is expected to return to POLR service. EGSs will cooperate by exercising reasonable efforts, using available resources, to respond to these inquiries. Duquesne shall provide that information only on an aggregate basis to the POLR Supplier.

(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

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.

15.4 TAX INDEMNIFICATION If Duquesne Light Company becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, Pa. C.S. §§ 2806(g) and 2809(f), for Pennsylvania state taxes not paid by an EGS, the non-compliant EGS shall indemnify Duquesne for the amount of additional state tax liability imposed upon Duquesne by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Report Code of 1971 or Chapter 28 as noted above.

RULES AND REGULATIONS - (Continued)

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 Pennsylvania Public Utility Commission;
- 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 of its obligations under this tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

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.

RULES AND REGULATIONS - (Continued)

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.

RULES AND REGULATIONS - (Continued)

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 the Code of Conduct approved by the Pennsylvania Public Utility Commission 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.

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 Pennsylvania Public Utility Commission, 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.

RULES AND REGULATIONS - (Continued)

18. ALTERNATIVE DISPUTE RESOLUTION - (Continued)

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 Pennsylvania Public Utility Commission under relevant provisions of the Pennsylvania Public Utility Code.

RULES AND REGULATIONS - (Continued)

19. MISCELLANEOUS

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

19.2 NO PREJUDICE OF RIGHTS The failure by either the Company or the EGS to enforce any of the terms of this tariff or any Individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.

19.3 GRATUITIES TO EMPLOYEES The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company.

19.4 ASSIGNMENT

19.4.1 An Individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (1) any necessary regulatory approval and (2) 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 (1) present and future local, state and federal laws, and (2) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

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

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.

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 Pennsylvania Public Utility Commission to provide Competitive Energy Supply to customers in Pennsylvania and has and will continue to satisfy all other Pennsylvania Public Utility Commission requirements applicable to EGSs.
- (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.

RIDERS - (Continued)

INDIVIDUAL COORDINATION AGREEMENT RIDER - (Continued)

- 4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.
- 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-S0
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:

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.

RIDERS- (Continued)

INDIVIDUAL COORDINATION AGREEMENT RIDER - (Continued)

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

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 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.

SCHEDULING COORDINATOR DESIGNATION FORM - (Continued)

6.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Coordination Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.

7.0 All inquiries, communications or notices relating to the EGS's use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the EGS:

Attn: _____

Title: _____

Telephone: _____

Facsimile: _____

Internet 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

SCHEDULING COORDINATOR DESIGNATION FORM - (Continued)

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: _____

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%

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PENNSYLVANIA PUBLIC UTILITY)
COMMISSION)**

v.)

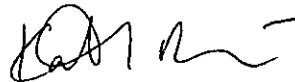
Docket No. R-00974104

**DUQUESNE LIGHT COMPANY)
Petition for Approval of Plan for)
Post-Transition Period POLR Service)**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Compliance Filing of Duquesne Light Company will be served, by first class mail, upon the participants on the attached service list in accordance with Section 1.54 of the Commission's regulations.

Dated this 21st day of December, 2000.



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