

Electric Pa. P.U.C. No. 40
Cancels Contents of and
Supersedes Electric Pa. P.U.C. No. 39

WEST PENN POWER COMPANY

READING, PENNSYLVANIA

Electric Service Tariff

Effective in

**The Territory as Defined on
Page Nos. 8 - 10 of this Tariff**

Issued: August 4, 2014

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**By: Charles E. Jones, Jr., President
Reading, Pennsylvania**

NOTICE

LIST OF MODIFICATIONS

General

This new Tariff establishes new Rules and Regulations, Rate Schedules, and Riders for West Penn Power Company.

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GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY**ADAMS COUNTY**

Borough of Carroll Valley

Townships

Franklin Hamiltonban Liberty

ALLEGHENY COUNTY

Boroughs

Bethel Park	Elizabeth	Monroeville	Springdale
Brackenridge	Jefferson	Oakdale	Tarentum
Bridgeville	Lincoln	Pleasant Hills	West Elizabeth
Cheswick	McDonald	Plum	White Oak

Townships

East Deer	Frazer	North Fayette	South Versailles
Elizabeth	Harmar	Scott	Springdale
Fawn	Harrison	South Fayette	Upper St. Clair
Findlay	Indiana	South Park	West Deer
Forward			

ARMSTRONG COUNTY

City of Parker

Boroughs

Apollo	Elderton	Kittanning	Rural Valley
Applewold	Ford City	Leechburg	South Bethlehem
Atwood	Ford Cliff	Manorville	West Kittanning
Dayton	Freeport	North Apollo	Worthington

Townships

Bethel	Gilpin	North Buffalo	South Bend
Boggs	Hovey	Parks	South Buffalo
Bradys Bend	Kiskiminetas	Perry	Sugarcreek
Burrell	Kittanning	Pine	Valley
Cadogan	Madison	Plumcreek	Washington
Cowanshannock	Mahoning	Rayburn	Wayne
East Franklin	Manor	Redbank	West Franklin

GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)**BEDFORD COUNTY**

Borough of Hyndman

Townships

Cumberland Valley	Londonderry	Monroe	Southampton
East Providence	Mann		

BLAIR COUNTY

Townships

Rush	Snyder
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BUTLER COUNTY

City of Butler

Boroughs

Bruin	Eau Claire	Petrolia	Slippery Rock
Cherry Valley	Fairview	Portersville	West Liberty
Chicora	Harrisville	Prospect	West Sunbury
East Butler	Karns City	Saxonburg	

Townships

Allegheny	Clinton	Lancaster	Penn
Brady	Concord	Marion	Slippery Rock
Buffalo	Connoquenessing	Mercer	Summit
Butler	Donegal	Middlesex	Venango
Center	Fairview	Muddy creek	Washington
Cherry	Franklin	Oakland	Winfield
Clay	Jefferson	Parker	Worth
Clearfield			

CAMERON COUNTY

Boroughs

Driftwood	Emporium
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Townships

Gibson	Lumber	Portage	Shippen
Grove			

GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)

CENTRE COUNTY

Boroughs

Bellefonte	Howard	Milesburg	State College
Centre Hall	Millheim	Port Matilda	Unionville

Townships

Benner	Haines	Marion	Spring
Boggs	Halfmoon	Miles	Taylor
College	Harris	Patton	Union
Curtin	Howard	Penn	Walker
Ferguson	Huston	Potter	Worth
Gregg	Liberty		

CLARION COUNTY

Boroughs

Clarion	Hawthorne	Rimersburg	Strattanville
East Brady	New Bethlehem	Sligo	

Townships

Brady	Madison	Perry	Redbank
Clarion	Millcreek	Piney	Toby
Limestone	Monroe	Porter	

CLINTON COUNTY

Borough of Beech Creek

Townships

Beech Creek	Gallager	Porter	West Keating
Chapman	Grugan	East Keating	Lamar
Leidy			

GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)

ELK COUNTY

Boroughs

Johnsonburg	Ridgway	St. Marys
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Townships

Benezette	Fox	Horton	Jones
Benzinger	Highland	Jay	Ridgway

FAYETTE COUNTY

Cities

Connellsville	Uniontown
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Boroughs

Belle Vernon	Everson	Masontown	Point Marion
Brownsville	Fairchance	Newell	Smithfield
Dawson	Fayette City	Ohiopyle	South Connellsville
Dunbar	Markleysburg	Perryopolis	Vanderbilt

Townships

Brownsville	German	Nicholson	Springfield
Bullskin	Henry Clay	North Union	Springhill
Connellsville	Jefferson	Perry	Stewart
Dunbar	Lower Tyrone	Redstone	Upper Tyrone
Franklin	Luzerne	Saltlick	Washington
Georges	Menallen	South Union	Wharton

FRANKLIN COUNTY

Boroughs

Chambersburg	Mercersburg	Mont Alto	Waynesboro
Greencastle			

Townships

Antrim	Hamilton	Peters	Warren
Greene	Letterkenny	Quincy	Washington
Guilford	Montgomery	St. Thomas	

GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)**FULTON COUNTY**

Boroughs

McConnellsburg	Valley High
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Townships

Ayr	Brush Creek	Taylor	Union
Belfast	Dublin	Thompson	Wells
Bethel	Licking Creek	Todd	

GREENE COUNTY

Boroughs

Carmichaels	Greensboro	Rices Landing	Waynesburg
Clarksville	Jefferson		

Townships

Aleppo	Freeport	Jefferson	Richhill
Center	Gilmore	Monongahela	Springhill
Cumberland	Gray	Morgan	Washington
Dunkard	Greene	Morris	Wayne
Franklin	Jackson	Perry	Whitely

HUNTINGDON COUNTY

Township of Franklin

INDIANA COUNTY

Borough of Saltsburg

Townships

Armstrong	Conemaugh
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JEFFERSON COUNTY

Townships

Clover	Ringgold
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GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)**LYCOMING COUNTY**

Townships

Brown Cogan House	Cummings	McHenry	Pine
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McKEAN COUNTY

Boroughs

Kane	Mt. Jewett
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Townships

Hamlin	Norwich	Sergeant	Wetmore
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POTTER COUNTY

Boroughs

Austin	Coudersport	Oswayo
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Townships

Allegany	Homer	Portage	Sweden
Clara	Keating	Roulette	Sylvania
Eulalia	Oswayo	Stewardson	Wharton
Hebron	Pleasant Valley	Summit	

SOMERSET COUNTY

Borough of Wellersburg

Townships

Fairhope	Southampton
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GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)

WASHINGTON COUNTY

Cities

Monongahela

Washington

Boroughs

Allenport

Coal Center

Finleyville

North Charleroi

Beallsville

Cokeburg

Green Hills

Roscoe

Bentleyville

Deemston

Houston

Speers

Burgettstown

Donora

Long Branch

Stockdale

California

Dunlevy

Marianna

Twilight

Canonsburg

East Washington

McDonald

West Alexander

Centerville

Ellsworth

Midway

West Brownsville

Charleroi

Elco

New Eagle

West Middletown

Claysville

Townships

Amwell

Donegal

Morris

Smith

Blaine

East Bethlehem

Mt. Pleasant

Somerset

Buffalo

East Finley

North Bethlehem

South Franklin

Canton

Fallowfield

North Franklin

South Strabane

Carroll

Hanover

North Strabane

Union

Cecil

Hopewell

Nottingham

West Bethlehem

Chartiers

Independence

Peters

West Finley

Cross Creek

Jefferson

Robinson

West Pike Run

GENERAL RULES AND REGULATIONS

DESCRIPTION OF TERRITORY (continued)**WESTMORELAND COUNTY**

Cities

Arnold	Jeannette	Monessen	New Kensington
Greensburg	Lower Burrell		

Boroughs

Adamsburg	Hyde Park	New Alexandria	South Greensburg
Arona	Irwin	New Stanton	Southwest Greensburg
Avonmore	Latrobe	North Belle Vernon	Sutersville
Delmont	Laurel Mountain Village	North Irwin	Vandergrift
Derry	Ligonier	Oklahoma	West Leechburg
Donegal	Madison	Penn	West Newton
East Vandergrift	Manor	Scottdale	Youngstown
Export	Mt. Pleasant	Smithton	Youngwood
Hunker	Murrysville		

Townships

Allegheny	Fairfield	North Huntingdon	South Huntingdon
Bell	Hempfield	Penn	St. Clair
Cook	Ligonier	Rostraver	Unity
Derry	Loyalhanna	Salem	Upper Burrell
Donegal	Mt. Pleasant	Sewickley	Washington
East Huntingdon			

The Company's Rate Schedules and Rules and Regulations also apply in territory adjacent to the above named localities.

GENERAL RULES AND REGULATIONS

GENERAL APPLICATION

This Tariff may be revised, amended, supplemented or otherwise changed from time to time by the Company in accordance with prevailing Commission regulations.

This Tariff sets forth the conditions under which various retail services shall be supplied by the Company. Unless stated specifically otherwise, this Tariff shall apply throughout the Company's entire service area.

This Tariff applies to the Company's provision of Delivery Service and various retail services that may be provided by the Company. Regardless of the type of service provided to Customers, all electric energy shall be alternating current, sixty (60) hertz frequency, at such standard nominal voltages and phases as may be available or specified by the Company from time to time. Electric service shall be delivered by the Company from overhead supply lines, except (i) in certain restricted areas where the Company elects to provide an underground network system of distribution and/or (ii) where other underground facilities are installed pursuant to specific provisions of this Tariff.

The rate schedules, rules and regulations governing electric service as herein contained, are subject to termination, change or modification by posting, filing, and publishing any subsequent rate schedule or supplement in accordance with the Public Utility Law or under order or by permission of the Pennsylvania Public Utility Commission. No agent, representative or employee of the Company has any right to modify or alter any provision of the Company's schedule of rates, rules and regulations.

DEFINITIONS

The following is a list of some of the most commonly used terms in this Tariff. All capitalized terms referenced in this Tariff shall be defined as set forth below or as otherwise defined in any particular Rule, Rate Schedule or other Provision hereof. In the event of a conflict between any of the definitions set forth below or those contained in a more specific provision of this Tariff, the definition contained in the more specific provision shall prevail.

Act 129 -- Act 129 of 2008, amending Title 66 of the Pennsylvania Consolidated Statutes.

Advanced Metering -- A Customer's billing meter as defined in 52 Pa. Code Chapter 57, Subchapter O. Advanced Meter Deployment.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Alternative Energy Portfolio Standards (“AEPS”) -- Standards requiring that a certain amount of electric energy sold from alternative energy sources be included as part of the sources of electric utilities within the Commonwealth of Pennsylvania in accordance with the Alternative Energy Portfolio Standards Act, 73 P.S. §1648.1 – 1648.8 (“AEPS Act”) as may be amended from time to time.

Applicant -- Any person, corporation or other entity that (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, and (iv) is not yet actually receiving from the Company any service provided for in this Tariff. For Residential Service, an Applicant is a natural person not currently receiving service who applies for Residential Service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested unless specifically stated otherwise in this Tariff, an Applicant shall become a Customer for purposes of this Tariff only after it actually starts receiving the applicable service(s) from the Company under this Tariff.

Basic Electric Supply -- For purposes of the Company’s Purchase of EGS Receivables Program, energy (including renewable energy) and renewable energy or alternative energy credits (RECs/AECs) procured by an EGS, provided that the RECs/AECs are bundled with the associated delivered energy. For residential Customers, Basic Electric Supply does not include early contract cancellation fees, late fees, or security deposits imposed by an EGS.

Black Start Service -- The ability of a Generating Facility to go from a shutdown condition to an operating condition and start delivering power without assistance from the power system (i.e., the Company’s electrical system).

Cash Advance -- A refundable contribution in cash from an Applicant for those costs associated with a Line Extension, increased for applicable taxes, which is held by the Company in a non-interest bearing account.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Combined Billing -- The aggregation of the billing determinants of two or more meters of the same Customer at the same location for billing purposes.

Commercial Customer Class -- Rate Schedules 20, 30, 51, 52, 53, 54, 55, 56, 57, 58, 71, and 72. The Commercial Customer Class does not include the Rate Schedule 20 special provision for Volunteer Fire Company, Non-Profit Ambulance Service, Non-Profit Rescue Squad and Non-Profit Senior Citizen Center.

Commission -- The Pennsylvania Public Utility Commission or any lawful successor thereto.

Community Association -- A formal organization (including unit owners' associations) of persons, whether incorporated or unincorporated, having rights in a residential development; such organizations having been formed to provide services (including, but not limited to, street lighting services) to the residential development where such services are not provided by a municipality.

Company -- West Penn Power Company.

Competitive Energy Supply -- The unbundled energy, capacity, market based transmission and ancillary services provided by an Electric Generation Supplier pursuant to the Customer Choice and Competition Act.

Connected Load -- The sum of the horsepower, kilowatts or kilovolt ampere ratings of all the devices located on a Customer's premises that are connected to the Company's electric system, or which can be connected simultaneously by the insertion of fuses or by the closing of a switch. The manufacturer's nameplate rating may be used to determine the input rating of a particular device. In the absence of such manufacturer's rating, or whenever a Company test indicates improper rating of a device, the rating shall be determined on the basis of the kilovolt-amperes required for its operation.

Consolidated Billing -- The issuance of a bill to the Customer by the Company that includes Delivery Service Charges and the charges imposed upon the Customer by an Electric Generation Supplier with whom the Customer has contracted for Competitive Energy Supply.

Contract Demand -- The capacity required for operation of an Applicant's/Customer's equipment, as stated in any application or contract for service.

Contractor Costs -- The amounts paid by the Company for work performed by a contractor retained by the Company.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Contributions in Aid of Construction (“CIAC”) -- A non-refundable contribution in cash from an Applicant for those costs associated with a Line Extension and/or tree trimming, brush clearance and related activities or those costs associated with Temporary Service or the relocation of Company facilities, increased for applicable taxes.

Customer(s) -- Any person, partnership, association, corporation, or other entity (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for any premises, building, structure, etc. or (iii) is primarily responsible for payment of bills. For Residential Service, a Customer is a natural person in whose name a Residential Service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed, or lease of the property for which the Residential Service is being received. A Customer includes anyone taking Delivery Service under this Tariff.

Customer Choice and Competition Act -- The Pennsylvania legislation known as the “Electricity Generation Customer Choice and Competition Act,” 66 Pa. C. S. §§ 2801-2813 as implemented by the Default Service Regulations 52 Pa. C. S. §§52.181-52.189, and by Act 129 and as may be amended from time to time.

Default Service -- Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer --A Delivery Service Customer not receiving service from an EGS.

Delivery Service -- Provision of distribution of electric energy and other services provided by the Company.

Delivery Service Charge -- A charge that includes the Monthly Minimum Charge, Distribution Charge, and all charges and surcharges imposed under other applicable tariff provisions.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Delivery Service Customer -- A Customer who takes Delivery Service.

Demand -- The rate of use of electric energy during a specified time interval, expressed in kilowatts and reactive kilovolt-amperes.

Developer -- The person or entity responsible for constructing and providing improvements in a Development, including, but not limited to, streets, sidewalks and utility-ready lots.

Development -- A planned project which is developed by a Developer for electric service set out in a recorded plot plan of five (5) or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or one (1) or more five-unit apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines.

Direct Labor Costs -- The pay and expenses of Company employees directly attributable to work performed, excluding construction overheads or payroll taxes, workmen's compensation expenses or similar expenses.

Direct Material Costs -- The purchase price of materials used, excluding related stores (i.e. warehousing) expenses. In computing Direct Material Costs, proper allowance shall be made for unused materials recovered from temporary structures, and for discounts allowed and realized in the purchase of materials.

Discontinuance of Service -- The removal of a customer's meter and/or service wires or the de-energizing of a meter.

Distribution Charge -- A charge designed to recover the costs the Company incurs in using its distribution system or local wires to deliver electricity to a Customer.

Distribution Line -- An electric supply line and related equipment of up to 100,000 voltage from which energy is delivered to one (1) or more Service Lines.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Electric Generation Supplier (EGS) -- EGS shall have the meaning as set forth in the Customer Choice and Competition Act.

Energy Charge -- A charge based upon kilowatt-hours of use.

Energy Efficiency and Conservation Charge -- A reconcilable, non-by-passable charge applied to each Billing Unit during a billing month to Delivery Service Customers, pursuant to the terms of the Rider F - Phase II Energy Efficiency and Conservation Rider.

FERC -- The Federal Energy Regulatory Commission.

Generating Facility -- Any equipment and/or facility that is electrically interconnected to the Company and is (i) capable of generating electrical energy for delivery into the PJM control area and (ii) is located on a single site within the Company's service territory. A single site with multiple generating units, each owned by a single entity, shall constitute one Generating Facility. The Company shall have the sole and exclusive right to determine if any particular equipment qualifies as a Generating Facility if the operating characteristics and/or circumstances relating to such equipment are different than described in this definition.

Hertz -- A unit of frequency, equal to one cycle per second.

Horsepower (HP) -- Unit of mechanical power representing rate of consumption of power and equivalent to 746 watts. As used herein, horsepower is computed as the equivalent of 750 watts.

Hourly Pricing Service Charges -- For Customers served under Rate Schedules 35, 40, 44, 46 and Tariff No. 38, as well as 20 and 30 that elect this rate, the charges representing the Company's costs for providing energy, capacity, including the cost of complying with non-solar AEPS, transmission, and ancillary services for Default Service Customers.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Individualize Contract -- Shall have the meaning ascribed to it in Rule 14.

Industrial Customer Class -- Rate Schedules 35, 40, 41, 44, 46, 86 and Tariff No. 38.

Kilovar (KVAR) -- 1,000 volt-amperes reactive.

Kilovolt-ampere (KVA) -- 1,000 volt-amperes.

Kilowatt (KW or kW) -- 1,000 watts.

Kilowatt-hour (KWH or kWh) -- 1,000 watts for one (1) hour.

Line Extension -- The extension of the Company's distribution system from the nearest suitable and available Distribution Line to the Service Line which will provide service to the Customer.

Monthly Minimum Charge -- A charge designed to recover the costs the Company incurs in billing a Customer's account and providing other services.

Net Station Power -- The quantity of electrical energy and/or capacity actually provided by the Company to the Generating Facility for Station Power during an applicable period after crediting the amount, if any, of electric energy during the applicable period (i) produced by the Generating Facility and delivered into the PJM control area or (ii) as permitted under "Station Power Energy Netting" as described in the applicable Rate Schedule.

Network Integration Transmission Service -- Network Integration Transmission Service as set forth in the PJM Open Access Transmission Tariff and any direct Transmission Owner charged expense.

Network Service Peak Load (kW NSPL) -- A Customer's one (1) coincident peak kW Network Service Peak Load in effect from time to time, as calculated by the Company in accordance with PJM rules and requirements.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Non-Profit Ambulance Service -- Any nonprofit chartered corporation, association, or organization located in the Commonwealth of Pennsylvania which (i) is regularly engaged in the service of providing emergency medical care and transportation of patients, (ii) possesses all necessary legal authority in Pennsylvania to perform emergency medical care and transportation of patients and (iii) provides such services from a building or other structure located in the Company's service territory that constitutes a separately metered location for electric delivery purposes. The electric service used by the Non-Profit Ambulance Service shall be primarily to support its service. The Customer/Applicant shall provide all documentary and other evidence of its compliance with this provision if requested by the Company in its sole discretion.

Non-Profit Rescue Squad -- Any nonprofit chartered corporation, association, or organization located in the Commonwealth of Pennsylvania which (i) is regularly engaged in providing rescue services, (ii) possesses all necessary legal authority in Pennsylvania to perform rescue services and (iii) provides such services from a building or other structure located in the Company's service territory that constitutes a separately metered location for electric delivery purposes. The electric service used by the Non-Profit Rescue Squad shall be primarily to support its service. The Customer/Applicant shall provide all documentary and other evidence of its compliance with this provision if requested by the Company in its sole discretion.

Non-Profit Senior Citizen Center -- A separately metered service location comprised of a building or other structure used by senior citizens as a meeting or gathering facility for individuals or groups, and where services to senior citizens are provided. The Customer of record at this service location shall be an organization recognized by the Internal Revenue Service as non-profit and by the Department of Aging as an operator of a senior citizen center.

Non-Speculative Line Extension -- A Line Extension for a Permanent Residential Customer under which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of use by future Customers, and has deemed the cost for the Line Extension to be reasonable for the Company to incur.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Non-Summer -- The calendar months of October through May.

On-Peak Hours -- Hours to be considered as on-peak for billing purposes for energy and demand charges are 9:00 AM to 5:00 P.M or 10:00 AM to 6:00 P.M prevailing time, at the option of the Customer, Mondays to Fridays inclusive except New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Permanent Residential Customer -- A Customer occupying a dwelling or mobile home on a permanent foundation which is the Customer's primary residence occupied year-round for normal living purposes and including: (i) electrical wiring conforming with the National Electrical Code and the Company's service installation policies; (ii) a permanently installed heating system; and (iii) permanently installed plumbing and sewage systems.

PJM -- PJM Interconnection, L.L.C. or any successor organization/entity thereto.

Point of Delivery -- The location at which the Company service connection terminates and the Customer's wiring and installation begins.

Power Factor -- The ratio of the watts to the volt-amperes.

Price to Compare Default Service Charge -- The cents per kWh rates representing the Company's costs for providing energy, capacity, including the cost of complying with non-solar AEPS, market based transmission and ancillary services for Customers who take Default Service.

Primary Voltage -- Voltage greater than 600 volts.

Private Right-of-Way -- The right-of-way or easement for electric facilities on, over, under, across and/or through real or other property owned by an individual or entity which is not a governmental, municipal or other public body to provide service.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Public Right-of-Way -- The right-of-way or easement for electric facilities, subject to reasonable permitting, on, over, under, across and/or through real or other property owned by a governmental, municipal or other public body to provide service.

Purchase of EGS Receivables (“POR”) Program -- The Company will purchase the account receivables associated with EGS sales of Competitive Energy Supply. The Company will purchase only those receivables that are associated with Basic Electric Supply services and not receivables associated with charges for other products or services.

Rate Schedule -- The specific set of terms and conditions (including prices) applicable to Customers and identified as such under this Tariff.

Real Time Hourly LMP -- Shall have the meaning specified in the PJM Open Access Transmission Tariff.

Residential Customer -- Customers using single phase service for residential lighting, appliance operation and general household purposes, or for the combined residential and incidental non-residential purposes.

Residential Customer Class -- Rate Schedule 10. The Residential Customer Class includes the Rate Schedule 20 special provision for Volunteer Fire Company, Non-Profit Ambulance Service, Non-Profit Rescue Squad and Non-Profit Senior Citizen Center.

Residential Service -- Electric service under the Company’s Residential Rate Schedules that is available to: (i) an individual dwelling unit, generally a house, mobile home or an individually metered apartment, where there is no more than 2,000 watts connected load associated with any commercial enterprise served as part of said dwelling unit, house, mobile home or individually metered apartment; (ii) a residential farm where the metered service includes service to an occupied dwelling unit; (iii) a camp or cottage served in the name of an individual and intended for part-time occupancy as a dwelling by a family or an individual; or (iv) multiple dwellings, where specified in any applicable Residential Rate Schedule. Residential Service does not include electric service to: (i) any facility not including an occupied dwelling unit, such as a separately metered garage, barn, water pump, etc.; and/or (ii) any facility served in the name of, or for the use of, a corporation, partnership, association, society, clubs, etc., not being used as a single dwelling unit.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Secondary Voltage -- Voltage of 600 volts or less.

Service Line -- An electric supply line from the Distribution Line to the Customer's metering point from which electric service is delivered to the Customer.

Smart Meter Technologies Charge Rider -- A reconcilable, non-by-passable charge applied as a monthly Customer charge during each billing month to Delivery Service metered Customers, excluding Rate Schedules 51, 52, 53, 54, 55, 56, 57, 58, 71 and 72 pursuant to the terms of Rider G - Smart Meter Technologies Charge Rider.

Speculative Line Extension -- A Line Extension in which the Company has taken into account various factors including, but not limited to, Customer location, rate classification, projected Company revenues, permanency of use, primary residence and prospect of limited use by future Customers, and has deemed the cost of the Line Extension to be unreasonable for the Company to incur.

Station Power -- The electrical energy used for operating the electric equipment on the site of a Generating Facility located in the PJM control area or for the heating, lighting, air-conditioning and office equipment needs of buildings on the site of such a Generating Facility that are used in the operation, maintenance, or repair of the facility. Station Power does not include any energy (i) used to power synchronous condensers, (ii) used for pumping at a pumped storage facility, (iii) used in association with restoration or Black Start Service or (iv) that is normally supplied to any buildings, structures, facilities, etc. on the site of such a Generating Facility that are metered separately and served directly from the Company's distribution system. Energy provided for the uses described in subparagraphs (i) - (iii) above constitute wholesale transactions, and energy provided for the uses described in subparagraph (iv) above are retail transactions which will continue to be billed under the applicable Rate Schedule.

Subdivider -- The person or entity responsible for dividing a tract of land into building lots, to form a Subdivision, that are not to be sold as utility-ready lots.

GENERAL RULES AND REGULATIONS

Definition of Terms (continued)

Subdivision -- A tract of land divided by a Subdivider into five (5) or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-round occupancy, if electric service to such lots necessitates extending the Company's existing Distribution Lines.

Summary Billing -- The summation of the charges for a Customer's multiple accounts and provision thereof to the Customer in a single bill.

Summer -- The calendar months of June through September.

Temporary Electric Service -- A Service Line, meter and/or other work supplied by the Company to the Customer for electric service over a defined period, usually less than one (1) year.

Tariff -- This document, including, but not limited to, the Rules, Regulations and Rate Schedules and Riders contained herein, as filed with and approved by the Commission.

Transmission Voltage -- Voltage equal to or greater than 100,000 volts.

Universal Service -- Policies, protections and services that help residential low-income Customers maintain electric service. The term includes Customer assistance programs, termination of service protections and policies and services that help low-income Customers to reduce or manage energy consumption in a cost-effective manner.

Universal Service Charge -- The charge developed and calculated in accordance with Rider C – Universal Service Cost Rider.

Volunteer Fire Company -- A service location consisting of a building, sirens, a garage for housing vehicular firefighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The use of electric service at this service location shall be to support the activities of the Volunteer Fire Company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations. The Customer of record at this service location must be predominately a Volunteer Fire Company recognized by the local municipality or PEMA as a provider of firefighting services.

GENERAL RULES AND REGULATIONS

HOW TO OBTAIN SERVICE/CHANGES TO SERVICE**1. Applications/Contracts**

All Applicants desiring any type of service from the Company under this Tariff shall contact the Company and specifically request the type and nature of service.

If more than one Rate Schedule is available for any service, the Company will assist the Customer initially in selecting the Schedule which, on the basis of the Customer's advice to the Company regarding the anticipated service conditions, is most advantageous. If, as a result of a permanent change in the Customer's service conditions, another Rate Schedule becomes more advantageous to the Customer, the Company will, after written notice by the Customer of such change, recommend such other Rate Schedule.

A Non-Residential Applicant for any service under this Tariff may be required to sign an application and/or a contract for electric service. However, the Company may, in its sole discretion, accept an oral application from a Non-Residential Applicant.

The Company shall accept an oral application from a Residential Applicant, except that the Company may require a written application from a Residential Applicant if the Company believes that positive identification is necessary.

The Customer shall inform the Company in advance of any proposed additions to (or decreases in) the Customer's connected electrical load. The Company may, in its sole discretion, require a written application and or contract for changes in load or services.

The minimum term of contracts for any type of electric service under this Tariff shall be as stated in the applicable Rate Schedule(s) or any other provisions of this Tariff. Unless otherwise specified in any particular Rate Schedule or any other provisions of this Tariff, the term of any contract for any type of electric service under this Tariff that requires a contract term of not less than one (1) year shall commence on the date specified by the Company and terminate on the Customer's closest scheduled meter read date on or after twelve (12) months from the commencement date of such contract.

The Company may require, as a condition of the furnishing of service to an Applicant, the payment of any outstanding account (limited to the portion that was for regulated service provided by the Company) in the Applicant's name which accrued within the past four years or for any outstanding account for which the Applicant is determined to be legally responsible and for which the Applicant was properly billed.

GENERAL RULES AND REGULATIONS

The Company may require an Applicant/Customer to make the payment of any outstanding balance or portion of an outstanding balance if the Applicant/Customer resided at the property for which service is requested during the time the outstanding balance accrued and for the time the Applicant/Customer resided at the property not to exceed four years. The Company may establish that an Applicant/Customer previously resided at a property through the use of mortgage, deed, lease information, a consumer credit reporting service, a Financial Summary that provides the names and income of adult occupants of a household, and a web-based tool such as "Accurint" to research Applicant/Customer information.

2. Deposits

Where an Applicant's/Customer's credit is not established or the credit of a Customer with the Company has, in the Company's judgment become impaired, or where the Company deems it necessary, a deposit or other guarantee satisfactory to the Company may be required to be supplied by the Applicant/Customer as security for the payment of future and final bills before the Company shall commence or continue to render any type of electric service to the Applicant/Customer. Deposits required by the Company for Tariff charges shall include unpaid EGS charges that are subject to the Company's POR.

The Company may request deposits from Customers taking service for a period of less than thirty (30) days, in an amount equal to the estimated bill for the cost of total services provided by the Company for such temporary period. Deposits may be required by the Company from all other Customers, in an amount that is equal to one-sixth (1/6) of the Applicant's/Customer's estimated annual bill at the time the Company determines a deposit is required. If the total of the Applicant's/Customer's bill in any two consecutive months exceeds the amount of the deposit, the Company may require that the deposit be proportionately increased.

Deposits for Residential Customers shall be returned to them in accordance with the provisions of the Responsible Utility Customer Protection Act (66 Pa. C.S. §§ 1401-1418) and the provisions of the Commission's Regulations at 52 Pa. Code Chapter 56, as amended from time to time. Deposits from all other Customers may be held by the Company, in its sole and exclusive judgment, until the Customer discontinues service or the Company determines that the Customer has established a satisfactory payment record. Upon discontinuance of all Company service and payment in full of all charges and financial guarantees, the Company shall refund the deposit or deduct any unpaid amounts from the deposit and refund the difference, if any, to the Customer. The deposit shall no longer accrue interest upon the discontinuance of service.

The interest rate on deposits will be calculated pursuant to 66 Pa. C.S. § 1404 as amended from time to time.

GENERAL RULES AND REGULATIONS

3. Right-of-Way

An Applicant (and/or any existing Customer seeking additional service) requesting service from the Company, at the Applicant's/Customer's own expense, shall provide and grant to the Company a right-of-way, easement and/or permits satisfactory and acceptable to the Company, which by the Applicant/Customer has been cleared of trees and any other vegetation, as may be necessary for the erection and maintenance of the poles, wires and appurtenances, together with such tree and vegetation trimming and removal privileges as required per the Company's vegetation management policies to provide and maintain service.

Such right-of-way, easement and/or permits shall be granted to the Company without charge and shall permit the Company to permanently erect and maintain facilities over, under, through, across and/or along the property owned or controlled by the Applicant/Customer in order to provide electric service to the Applicant/Customer, provided, however, that no new right-of-way, easement and/or permits shall be required if a valid and continuing right-of-way, easement and/or permits with equivalent rights and privileges has already been granted to the Company by such Applicant/Customer or any predecessor in interest.

The Company shall not be obligated to provide any electric service to an Applicant/Customer until the Company has received and/or obtained satisfactory and acceptable to the Company rights-of-way, easements and/or permits from, but not limited to, the Applicant/Customer, applicable Government agencies, railroad owners or other property owners. Any right-of-way, easement or permit fees, either initial or recurring, or other charges in connection with rights-of-way, easements or permits for providing service to an Applicant/Customer, shall be paid for by the Applicant/Customer.

4. Extension of Company Facilities: System Upgrades

The standard service provided by the Company for delivery of electric energy to a Customer under this Tariff, regardless of delivery voltage, shall be from overhead Distribution Lines, except as noted in any Rate Schedule or other applicable provision of this Tariff. Subject to the requirements of this Tariff, the Company shall extend its Distribution and Transmission Lines to Applicants. Any request for electric service that requires the extension, removal, relocation or change of the Company's existing Distribution Lines shall be provided as set forth in this Rule. Applicants requesting a Line Extension shall, at the Company's discretion, execute the Company's Line Extension contract. Any Customer served by a Line Extension completed before the effective date of this Rule 4 shall be subject to the terms and conditions of its existing Line Extension contract and the Company's then-applicable Line Extension tariff, rules and regulations.

GENERAL RULES AND REGULATIONS

a. Line Extensions**(1) Non-Speculative Single Phase Line Extension****Company Obligations**

As used in this Rule 4, a span of conductor is approximately equal to 180 feet. The Company shall construct, own and maintain all Line Extensions. The Company shall provide an Applicant, at no charge, up to three (3) spans of conductor, three (3) poles and related material on Public Right-of-Way for each Line Extension, including the Service Line. The Company shall provide an Applicant, at no charge, one (1) span of conductor and related material on Private Right-of-Way for each Line Extension, including the Service Line, to serve a Permanent Residential Customer. The number of spans provided to an Applicant/Customer at no charge shall be referred to in this Rule 4 as the span allowance. The Company's engineering layout shall be the sole basis used for determining the design of the Line Extension and/or Service Line. Any additional Line Extension and/or Service Line costs in excess of those costs assumed by the Company under this Tariff shall be borne by the Applicant/Customer.

The Company shall not commence construction of a Line Extension and/or Service Line until completion of all of the following:

- (a) The Company's receipt and acceptance of an application for electric service.
- (b) Execution by the Company and the Applicant/Customer of appropriate agreements for electric service and/or Line Extensions, and the payment by the Applicant/Customer of any and all associated costs or charges.
- (c) The Applicant/Customer requesting the Line Extension and/or Service Line has furnished to the Company rights-of-way, easements and/or permits on, over, across, under and/or through the Applicant's/Customer's property that are necessary for the construction, maintenance and operation of the Line Extension and/or Service Line in accordance with Rule 3 of this Tariff and which are in form and substance satisfactory and acceptable to the Company.

The Company shall be under no obligation to construct the Line Extension and/or Service Line in the event it is unable to acquire all necessary rights-of-way, easements and/or permits and other consents from any parties other than the Applicant/Customer, in such form and substance satisfactory and acceptable to the Company.

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

Applicant Obligations

Where the Non-Speculative Line Extension and/or Service Line exceeds the span allowance, the Applicant/Customer shall make a CIAC or Cash Advance to the Company equivalent to the Company's estimated Direct Labor Costs and Direct Material Costs and/or Contractor Costs for construction of that portion of the Line Extension and/or Service Line which is in excess of the span allowance. All Line Extension and/or Service Line costs in excess of the span allowance shall be charged to the Applicant/Customer.

In the event that an Applicant/Customer makes a Cash Advance to the Company for construction costs in excess of the span allowance, refund(s) shall be made to the initial Line Extension Applicant/Customer for each new Permanent Residential Customer added to the initial Line Extension. The refund(s) shall be calculated by the average cost per foot of the Line Extension in excess of the span allowance. Refunds shall be made only for Customer additions made within five (5) years from completion of the initial Line Extension and the sum of any refund(s) shall never exceed the initial Line Extension Applicant's / Customer's Cash Advance. Any balance from the Cash Advance remaining after five (5) years shall be retained by the Company. In lieu of paying a Cash Advance to the Company, the Applicant/Customer may elect to pay a CIAC to the Company.

If the Applicant/Customer requests, and Company approves, Line Extensions and/or Service Lines may be installed underground. Where a Customer requests underground service from overhead distribution facilities, the Company shall install such service upon receipt of a contribution, in the form of a CIAC, from the Customer equal to the amount the underground service costs exceed the overhead service costs. These costs will not be part of any Cash Advance or refund to a Cash Advance. The Company shall own, operate and maintain such underground facilities. In such case, the Applicant/Customer shall provide all necessary conduit, conduit installation, trenching, excavation, backfilling and grading in accordance with Company specifications, and shall bear all costs thereof.

GENERAL RULES AND REGULATIONS**Rule 4 – Extension of Company Facilities: System Upgrades (continued)**

The Applicant/Customer shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities, as said specifications shall be modified by the Company from time to time.

The Applicant/Customer shall pay the cost of all tree trimming, brush clearance and related activity associated with the establishment of the right-of-way, easement or permit for the Line Extension and/or Service Line.

If Applicant/Customer requests any deviation from the Company's specifications, the Company may, in its sole and exclusive discretion, approve such request. Any Company-approved deviations from its construction practices shall be at the Applicant's/Customer's sole expense.

(2) Underground Electric Service in New Residential Developments**Company Obligations**

All Distribution Lines and Service Lines installed within a new residential Development shall be installed underground; shall conform to the Company's construction standards, the specifications set forth in the National Electric Safety Code (NESC), and shall be owned and maintained by the Company. The Company or its agent shall install the necessary service-related facilities that may include the installation of padmount transformers. The Company shall, at the request of the Developer, install underground street lighting lines at the time of the original request for service to the Development or thereafter within the same Development. All street lighting shall be provided in accordance with this Tariff.

The Company shall require for Developments which qualify under this Rule 4a(2) (Underground Electric Service in New Residential Developments) and Rule 4a(3), (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines) a CIAC or Cash Advance from the Applicant covering the Company's total estimated direct and indirect costs associated with the Line Extension to the tract of land being developed or within 100 feet of the boundary of Development. After the connection of Customers, external to the Development, to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with Rule 4a(3) (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines).

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

The Company shall have the right to perform its own excavating and backfilling. If the Company elects to perform its own excavating and backfilling, there shall be no other charges to the Developer or to any other utility sharing the same trench.

Developer Obligations

A Developer shall pay the cost of providing the Company with a copy of the recorded development plot plan identifying property boundaries and with rights-of-way, easements and/or permits satisfactory and acceptable to the Company for occupancy by distribution, service and street lighting lines and related facilities.

The Developer or its agent shall provide all conduit, conduit installation, excavating, rough grading and backfilling required by the Company and shall meet the Company's specifications as they may be in effect from time to time. The Company upon request shall provide copies of the specifications to the Developer.

A Developer shall pay the Company for any necessary and additional costs incurred by the Company as a result of the following:

- (a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if such deviation is requested by the Developer and is acceptable to the Company.

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

- (b) A change in the plot plan by the Developer for electric service after the Company has completed engineering for the project and/or has commenced installation of its facilities.
- (c) Physical characteristics such as, but not limited to, oversized lots or lots with extreme setback.

A Subdivision is not required to have underground service. However, should the lot owner or owners in a subdivision desire underground service, such service shall be provided by the Company if such lot owner or owners, at their option, either comply with Rule 4a(1) (Non-Speculative Single Phase Line Extensions) and 4a(3) (Speculative Single Phase and All Three Phase Line Extensions and Service Lines).

If as a result of a Line Extension or any other request that results in an expansion of the Company's facilities, an increase in the Company's facilities, construction of a system upgrade or any other change to or the modification of the Company's electric system, the Applicant/Customer shall pay all costs for such work as specified in this Rule 4.

(3) Speculative Single Phase and All Three-Phase Line Extensions and Service Lines

When the Company is requested to increase capacity, expand facilities or construct Speculative Single Phase Line Extensions and/or Service Lines or Three-Phase Line Extensions and/or Service Lines, the Company shall determine from the circumstances of each case the nature and level of financing and/or guarantee of revenue required of the Applicant/Customer prior to construction or installation of Company facilities. The Company shall employ a five (5) year revenue guarantee in order to offset the initial construction costs. The five (5) year revenue guarantee includes five (5) years of forecasted distribution revenues less certain incremental delivery costs including, but not limited to, distribution operation and maintenance expenses, depreciation expenses, gross receipts taxes, state and federal income taxes, and a reasonable return component. The Company shall require the Applicant/Customer to make (i) a CIAC equivalent to the Company's total estimated costs associated with the construction of facilities necessary to render service in excess of the amount not covered by the revenue guarantee or (ii) a Cash Advance for the total construction costs to render service. The Company shall refund all or a portion of a Cash Advance previously provided by the Applicant in the event that the Company's revenue analysis for any newly connected Non-Residential Customer indicates that there are revenues in excess of the costs to provide service to that newly connected Non-Residential Customer, within five (5) years from the completion of the initial Line Extension.

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

Where an application for an overhead Line Extension for a tract of land being developed or proposed to be developed, in whole or in part, for residential, commercial or industrial purposes, not covered by Rule 4a(2), (Underground Electric Service in New Residential Developments) is received from an entity that is not expected to be a Customer, the Company, prior to construction, shall require payment of a CIAC or a Cash Advance from the Applicant covering the Company's total estimated costs associated with the construction of said overhead extension (i) to the tract of land being developed and (ii) within the boundary of the tract of land necessary to serve prospective Customers in the tract.

After the connection of a Non-Residential Customer to the Line Extension, a refund of the Cash Advance shall be made to the Applicant in accordance with this Rule 4a(3) (Speculative Single Phase and All Three-Phase Line Extensions and Service Lines).

Applications for Speculative or Three-Phase Line Extensions and/or Service Lines shall be subject to the provisions of this Tariff.

In addition to the Line Extension costs described above, Customers shall also provide, install and pay for conduit, conduit installation, cable, metering conduit associated with their underground installation, including the Service Line, and such other costs specified in the Company's prevailing handbook.

The Applicant/Customer shall pay all costs as required for compliance with Rule 3.

b. Temporary Service

Temporary installations for Residential and Non-Residential Customers, requiring special service, meter or other work are made at the expense of the customer and shall provide electric service for a defined period, usually less than one (1) year ("Temporary Service"). Temporary Service, such as for construction purposes or exhibits of short duration, etc. shall be installed and removed at the Applicant's/Customer's expense. The Company shall provide the Temporary Service upon application from an Applicant/Customer. The Company shall provide the Temporary Service, provided that the Applicant/Customer reimburses the Company for all costs of installing and removing the service installation, including both material and labor, less the salvage recovered from all materials and equipment removed after

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

termination of service. In all such cases, the Applicant/Customer shall make an advance payment to the Company sufficient to cover the estimated charges for installation and removal of the Temporary Service.

For Temporary Service for residential single-unit house construction where both the temporary Service Line and meter can be transferred to the completed building, the Temporary Service shall be provided by the Company upon the Applicant's/Customer's payment of the Company's estimated costs to provide this service.

c. Relocation of, or Modification to, Company Facilities; Service Interruptions

If as a result of a Line Extension or any other request that results in an expansion of the Company's facilities, an increase in the Company's facilities, construction of a system upgrade or any other change to or the modification of the Company's electric system, the Applicant/Customer shall pay all costs for such work as specified in this Rule 4.

Company Obligations

The Company shall remove, relocate or change the Company's facilities or temporarily interrupt service to a Customer's premises, upon the Customer's request, where such removal, relocation, change or interruption is acceptable to the Company.

The Company shall provide the Residential Customer with an estimate of the costs of removing, relocating, changing or interrupting the Customer's service, and the Residential Customer shall pay that amount to the Company prior to performing the work.

The Company shall bill the Residential Customer based upon the Contractor Costs and/or Direct Labor and Direct Material Costs associated with the removal, relocation or change of distribution facilities or interruption, less an amount equal to any maintenance expenses avoided as a result of such work.

The Company may, in its sole discretion, request a Non-Residential Customer or other person or entity to pay to the Company in advance the estimated cost to perform such work. The Company shall bill Non-Residential Customers or other person or entity the total cost of the work, including the total direct and indirect costs.

GENERAL RULES AND REGULATIONS

Rule 4 – Extension of Company Facilities: System Upgrades (continued)

After completion of the work, the Company shall bill or refund to the Non-Residential Customer or other person or entity, the difference between the estimated cost and the total direct and indirect cost of such work.

Customer Obligations

A Customer desiring the removal, relocation or change of Company facilities or interruption shall submit a request to the Company.

The Company may accept or reject said request in its sole and exclusive discretion. If the Company accepts said request, the Customer shall pay in advance the Company's total estimated cost for any Customer requested temporary interruption in the Customer's service due to construction, maintenance or other activities.

All Customers or other parties that request the removal, relocation or change of Company facilities shall furnish, without expense to the Company, satisfactory and acceptable to the Company rights-of-way, easements and/or permits for the construction, maintenance and operation of the relocated facilities.

Non-Residential Property Owner

A non-residential property owner shall not be relieved or excused from paying all costs associated with the relocation or modification of the Company's facilities or temporarily interrupt electric service to a Non-Residential Customer's property under this Rule 4(c) if such relocation or modification of Company facilities or temporary service interruption is the result of any order, rule, regulation or other direction to said property owner from any governmental or public authority.

GENERAL RULES AND REGULATIONS

5. Taxes on Applicant/Customer Advances

Any Applicant/Customer advance or other like amount received from an Applicant/Customer under this Tariff, under any contract executed under this Tariff or any other prior tariff shall constitute taxable income to the Company as defined by the Internal Revenue Service and shall be increased to include a payment by the Applicant/Customer equal to the applicable taxes. Such payment for taxes associated with such Applicant/Customer advance shall provide for the effect of current tax obligations offset by the present value of future tax deductions associated with the facility(ies) to be provided by the Company. The discount rate to be used for present value calculations shall be the Company's Allowance for Funds Used During Construction ("AFUDC") rate adjusted to a net of tax basis. Payments for taxes associated with Applicant/Customer advances shall not be discounted since any refunds of Applicant/Customer advances shall include a pro rata refund of amounts previously collected for applicable taxes.

6. Proof of Inspection

The Company will not connect or furnish electric service to or for a residential building or the completed construction, addition, alteration or repair of such a building or electric service upgrade unless the Applicant provides written proof to the Company that the building or structure has passed the inspections specified by and required under the Uniform Construction Code, 35 P.S. §§ 7210.101, *et seq.* ("*Construction Code*") and the Permit and Inspection Process for Residential Buildings established in the regulations implementing the *Construction Code* at 34 Pa. Code. §§ 403.61-.66.

For purposes of this Rule 6, the following definitions shall apply:

Addition -- An extension or increase in the floor area or height of a building or structure, as defined by the *Construction Code*, 35 P.S. § 7210.103.

Alteration -- Any construction or renovation to an existing structure other than repair or addition, as defined by the *Construction Code*, 35 P.S. § 7210.103.

Repair -- The reconstruction or renewal of any part of an existing building for purpose of its maintenance, as defined by the *Construction Code*, 35 P.S. § 7210.103.

Residential building -- Detached one-family and two-family dwellings and multiple single-family dwellings which are not more than three (3) stories in height with a separate means of egress which includes accessory structures, as defined by the *Construction Code*, 35 P.S. § 7210.103.

GENERAL RULES AND REGULATIONS

CHARACTERISTICS OF SERVICE**7. Wiring, Apparatus and Inspection****Company Obligations**

The Company , owns, maintains, furnishes and installs the meters, unless otherwise allowed by the Commission. In addition, the Company shall install and maintain the transformers and Service Lines it deems necessary to provide for secondary service, unless specified otherwise in an applicable, valid and binding agreement. All equipment/facilities supplied by the Company shall remain its exclusive property and may be removed, in the Company's sole discretion, after termination of service for whatever cause.

The Company shall extend only one service lateral to a Customer's premises and install one (1) meter except where, in the Company's sole judgment, special conditions warrant the installation of additional facilities. Any type of service supplied by the Company to the same Customer at other points of delivery shall be metered and billed separately.

The Company shall repair and maintain any facilities/property it has installed on a Customer's premises. However, the Customer shall pay the full cost of inspection, repairs and/or replacement of all such facilities/property that may be damaged due to a Customer's negligence. No one shall break any seals or perform any work on any Company facilities including, but not limited to, meters without first receiving the Company's consent and approval.

GENERAL RULES AND REGULATIONS

Rule 7 – Wiring, Apparatus and Inspection (continued)

Applicant/Customer Obligations

Electric service installations shall be in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, except as modified by the Company's then-applicable handbooks, booklets or other documents covering such installations, as they may be amended by the Company from time to time. A copy of the Company's requirements for electric service installations is available on the Company's website. The Company shall not be responsible for any injury or damage which may result from defects in wiring or devices on the customer's premises, provided, however, the Company may, without the assumption of any liability, connect a Customer's installation upon the filing of a proper application for inspection with the authority having jurisdiction, specifically reserving the right to disconnect said service if the said installation, on final inspection, proves defective and the customer, after reasonable notice, shall fail or refuse to rectify the said defects. If, on existing installations, there is reasonable doubt as to the safety of existing electrical equipment or wiring, the Company shall require, as a condition to furnishing service, that the service be inspected and approved by a qualified inspector in accordance with the National Electrical Code.

In the event that the Company is required by any state, federal or local governmental or public authority to place or relocate all or any portion of its facilities, including, but not limited to, mains, wires or services, poles or underground feeders, the Applicant/Customer shall, without cost or expense to the Company, change the location of the Applicant's/Customer's point of delivery to a point specified by the Company.

Upon the Company designating a point of delivery at which its service line will terminate, the Applicant/Customer shall provide, at its sole cost and expense, a place suitable to the Company for the installation of metering and all other electric facilities needed for the supply of electric energy by the Company or an EGS. Meters shall be located on the outside wall of a building as near as possible to the service entrance or under certain circumstances, when approved by the Company, inside of a building.

The Company may refuse to connect with any Applicant's/Customer's installation or to make additions or alterations to the Company's service connection when such installation is not in accordance with the National Electrical Code, and all applicable local, state and federal codes, statutes and regulations, and where a certificate approving such installations, additions or alterations has not been issued by (i) an electrical inspection authority contained on a list of such authorities maintained by the Pennsylvania Department of Labor and Industry or (ii) any city or county inspection entity having exclusive authority to make electrical inspections in that area.

GENERAL RULES AND REGULATIONS

Rule 7 – Wiring, Apparatus and Inspection (continued)

When a Customer's facilities or use of equipment having operating characteristics that adversely affects or has the potential to adversely affect, in the Company's sole judgment, the Company's electric system, the Customer shall take corrective action at its sole expense as may be directed by the Company. Unless corrective action is taken, the Company is under no obligation to serve or to continue to serve such Customers.

Each Applicant/Customer shall provide to the Company such service information described in Rule 1 of this Tariff. The Applicant/Customer shall be responsible and liable to the Company for any damages resulting from the Customer's failure to provide such service information.

The Company will require the customer to maintain a Power Factor in the range of 85% to 100% for secondary, primary and subtransmission service and 90% to 100% for transmission service, coincident with the customers maximum monthly peak demand and to provide, at the Customer's expense, any corrective equipment necessary in order to do so. The Company may inspect the Customer's installed equipment and/or place instruments on the premises of the Customer in order to determine compliance with this requirement, as deemed appropriate by the Company. The Company may charge the Customer the Company's installation cost incurred for corrective devices necessary for compliance with this provision. The Company is under no obligation to serve, or to continue to serve, a Customer who does not maintain a Power Factor consistent with the parameters set forth in this provision.

8. Metering**Company Obligations**

The Company owns, maintains, installs and operates a variety of meters, and related equipment designed to measure and record Customers' consumption and usage of all services provided under this Tariff. The Company may, in its sole and exclusive discretion, install such meters and related equipment it deems reasonable and appropriate to provide service to Customers under this Tariff. The Company may, in its sole and exclusive discretion, install such special metering equipment as may be requested by a Customer, subject to the Customer paying all of the Company's incremental material, labor, overheads and administrative and general expenses relating to such facilities. Where additional metering services and the associated costs for the additional metering services are contained within this Tariff, those costs shall also be applicable.

An advanced meter may be installed, maintained, and removed according to provisions in Appendix C of the Joint Petition for Full Settlement of West Penn Power Company's Restructuring Plan and Related Court Proceedings at Docket No. R-00973981.

An advanced meter is defined as a meter (1) capable of storing electric consumption data at specified time intervals of no greater than one-half hour and in conformance with applicable performance specifications, and (2) capable of remote meter reading.

GENERAL RULES AND REGULATIONS

The following list of advanced meters have received approval from the PA Public Utility Commission (“Commission”) for conformance with the Advanced Meter Standards Report and Reference Manual provisions, which dictate applicable performance standards, requirements and specifications.

ADVANCED METER CATALOG

ITEM NO.	NAME	MANUFACTURER	MODEL NUMBER	ADVANCED CAPABILITIES										CUSTOMER CLASS			
				LOAD PROFILE	REMOTE COMMUNICATION	PULSE OUTPUT	PASSWORD PROTECTION	BI-DIRECTIONAL	MULTIPLE CALLOUT	OUTAGE NOTIFICATION	POWER QUALITY	REACTIVE	LOSS COMPENSATION	RESIDENTIAL	COMMERCIAL	INDUSTRIAL	
1	Fulcrum	Schlumberger	SMxxxx	X	X	X	X					X			X	X	
2	Vectron	Schlumberger	SVxxx	X	X	X	X					X			X	X	
3	Quantum	Schlumberger	ST-Q111	X	X	X	X	X					X	X		X	X
4	Centron	Schlumberger	C1x	X	X	X	X								X	X	
5	Solid State Recorder	Datastar	DS-101	X	X	X	X									X	X

GENERAL COMMENTS

1. Additional charges for services related to advanced capabilities may be charged to customers as appropriate.

GENERAL RULES AND REGULATIONS

The Company shall conduct inspections and tests of its meters in accordance with prudent electric practices and as otherwise prescribed by all applicable Commission regulations.

Customer Obligations

The Customer shall install metering equipment, other than meters, in accordance with the requirements specified by the Company as amended from time to time.

Any Customer requesting a test of its meter(s) shall pay such fee(s) as established or approved from time to time by the Commission. If a tested meter does not meet Commission accuracy standards, the fee shall be returned to the Customer and the meter shall be repaired or replaced.

GENERAL RULES AND REGULATIONS

Rule 8 – Metering (continued)

If requested by a Customer, or Customer's designated agent, the Company may, in its sole discretion, elect to supply near real time communication of raw data directly from the meter in a format not provided from the Company's standard metering equipment. All costs for providing near real time communication of raw data directly from the meter in a format not provided by the Company's standard metering equipment shall be paid by the Customer. If a Customer's, or Customer's designated agent, subsequent consumption of kilowatts, kilovars and/or kilowatt-hours increases as a result of interruptions in the supply of raw data in any format due to, among other things, power outages or equipment failure which prevents the supply of raw data in any format, the Company shall not be responsible or liable, in damages or otherwise, for resulting increases in the Customer's bill.

If requested by a Customer, the Company may, in its sole discretion, elect to provide metering to a service location other than what is presently installed or otherwise proposed to be installed by the Company at that location. All costs for special metering facilities provided by the Company, including, but not limited to, all material, labor, overheads and administrative and general expenses, shall be billed to and paid by the Customer.

If requested by a Customer, the Company will install a communicating point-to-point ("PTP") smart meter at a Customer's metered service location prior to the Company's system-wide deployment of smart meters. Prior to installation, the Customer shall pay \$346.95 for a single phase PTP smart meter and \$457.82 for a three phase PTP smart meter. Costs for Customer requests for a PTP smart meter at service locations without a functional public cellular network will be determined on a case by case basis and must be paid by the Customer prior to the commencement of Company work. Costs are charged individually for each metering point at each service location, and include the estimated incremental costs associated with a PTP smart meter, a communication cellular card, and connection fees. The Customer shall pay \$30.00 for requests to remove a PTP smart meter prior to the Company's system-wide deployment of smart meters. All other costs and cost reconciliations associated with Customer requests for a PTP smart meter shall be collected from the associated customer class in the Smart Meter Technologies Charge Rider. The Customer is responsible for any repairs to

GENERAL RULES AND REGULATIONS

Customer-owned equipment, such as meter socket repairs, prior to the installation of a PTP smart meter. The Company shall maintain ownership of all PTP smart meters.

The Company owns and installs the appropriate metering, along with an available metering communication technology, necessary to bill the Customer according to tariff provisions. Where the selected metering utilizes a communication technology not enabled by smart metering, the Customer is responsible for providing the communication link per the Company's specifications or shall pay the Company any and all expenses for providing communications.

GENERAL RULES AND REGULATIONS

BILLING CONSIDERATIONS**9. Access to Customer Premises**

The Company shall have the right to construct, operate and/or maintain any and all facilities it deems necessary to render electric service (including, but not limited to, billing and meter reading) to the Customer upon, over, across and/or under lands owned or controlled by the Customer. Each Customer shall grant the Company's employees or agents access to their premises at all reasonable times for any and all purposes relating to the supply of electric energy including, but not limited to, reading meters, testing or inspecting the Customer's wiring and connected load, repairing, removing or exchanging any or all equipment belonging to the Company, and for the purpose of removing the Company's property and/or facilities upon the termination of any applicable contract or the discontinuance of service from whatever cause.

10. Meter Reading and Rendering of Bills**a. Meter Reading**

- (1) Meters shall be read and bills for service shall be rendered monthly by the Company based upon its meter reading and billing schedule, except as otherwise provided in this Tariff. The Company reserves the right to read meters in all or any part of its service area on bi-monthly or quarterly schedules, except as provided for under Chapter 56 of the Commission's regulations and to render standard bills for the recorded use of service based upon the time interval between meter readings. In addition, the Company may elect, in its sole discretion, to read meters in all or any part of its service area less frequently than on a quarterly schedule and to render standard bills for the recorded use of service based upon the time interval between meter readings for (i) General Service Customers with constant use patterns such as, but not limited to, billboards, traffic signals, and pumps, and (ii) Seasonal Customers such as, but not limited to, camps and cottages.

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

- (2) At a Customer's request, not more than one (1) time per calendar year, the Company shall provide at no cost to the Customer, the Customer's historical billing data for the most recent twelve (12) months for which such data is available. If a Customer requests billing data (i) for a period earlier than the most recent twelve (12) months for which the data is available or (ii) in greater detail than normally maintained by the Company and provided to Customers, the Company may, in its sole discretion, provide such additional data to the Customer, reserving the right to charge Customers an additional amount for historical billing beyond the most recent twelve (12) months to offset the costs of providing the service.

b. Rendering of Bills**(1) Estimated Bills**

At its option, when meters are read on other than a monthly schedule, the Company may render estimated bills to Customers on a monthly basis for the periods when meter readings are not obtained, and such bills shall be due and payable by each Customer upon presentation by the Company, subject to the Company's standard payment terms.

Under 52 Pa. Code § 56.222, the Company requested and was granted a waiver from 52 Pa. Code § 56.12 (2) (i through ii) by the Commission. In accordance with this waiver, the Company will only accept Customer-supplied meter readings at the end of each initial month of a meter reading interval longer than one month by telephone or through the Company's internet website. If the Customer-supplied reading is received by the Company during the three days immediately preceding the scheduled read date of such month, the bill for such month will be computed from the Customer-supplied meter reading instead of by estimate.

When interim monthly bills are not rendered by the Company, a Customer, at its option, may voluntarily pay the Company its own estimate of an interim monthly bill, and such payment shall be shown by the Company as a credit on the next standard bill rendered to that Customer.

In the event the Company is unable to gain access to the meter location to obtain readings, it may, at its option, estimate the amount of electric service supplied based upon the Customer's past usage or, if no prior Customer usage is available, the past usage at the service location, and render an appropriate bill, which shall be paid in accordance with the Company's payment terms specified in this Tariff. Any bills covering subsequent meter readings shall reflect any adjustment due to under- or over-estimation, or any unusual circumstances known to have affected the quantity of service used by the Customer or consumed at the premises.

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

The Company shall bill a Customer for energy used when, during any current or prior periods, a Customer's meter fails to correctly register the amount of electricity consumed. The amount of the bill or adjustments to prior bills shall be estimated by the Company, giving due consideration to the amount of use for the periods preceding and subsequent to such defective registration(s) by the meter.

(2) Summary Billing

Upon a Customer's request and the Company's approval, a Customer with multiple accounts may receive Summary Billing. Summary Billing may be permitted by the Company in those cases where read and due dates of the multiple accounts allow for Summary Billing without adversely affecting the timely payment of bills and where Summary Billing does not have an adverse financial impact on the Company. The Company may, in its sole discretion, charge Customers an additional amount for Summary Billing to offset any actual or potential adverse financial impact on the Company. A single due date for accounts that are summary billed shall be established by the Company and provided to the Customer. Summary Billing shall not commence unless and until the Customer agrees to the due date established for such Summary Billing.

(3) Special Billing

The Company shall consider all requests from Customers to deviate from the Company's standard billing practices and procedures ("Special Billing"), including those described in this Tariff. The Company may, in its sole discretion, agree to provide Special Billing to a Customer, subject to such terms and conditions as the Company may prescribe including, but not limited to, payment by the Customer of all costs associated with the Company providing such Special Billing.

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

(4) Equal Payment Plan

The Equal Payment Plan (EPP) for Residential Customers is designed to make monthly payments consistent throughout an entire year, leveling out seasonal highs and lows. At the request of a Delivery Service Residential Customer, the Company shall estimate the Customer's Delivery Service Charges for a twelve (12) month period. The EPP is calculated by adding the total of the dollars invoiced for the previous 355 days. This amount is divided by the number of days in the twelve-month invoice history, the result of which is then multiplied by 31. These amounts are reviewed every three months. Customer's EPP payment amounts are adjusted if the actual cost of service is lower or higher than the monthly estimated amount where: the percent difference is greater than or equal to 25% OR the dollar difference is greater than or equal to \$10. The review process occurs automatically during the invoice process in the appropriate month. If the review results in a change of the EPP amount, the information will be placed on the invoice advising the customer of the new amount and the next month's invoice will reflect the new amount. During the twelfth month, the anniversary bill will be presented. An information box will be placed on the invoice advising the Customer of the new amount. The Customer is responsible for the current EPP charge plus the difference in the EPP plan. A resulting reconciliation amount exceeding One-Hundred Dollars (\$100.00) will be amortized consistent with applicable regulations upon request of the Customer. If a credit exists at the true-up month, it will be cleared against the current month amount. If a Customer fails to pay an outstanding bill by the time its next monthly bill is rendered, the Company may, in its sole discretion, terminate that Customer's Equal Payment Plan arrangements.

The Company shall make available the Equal Payment Plan for Default Service Charges and Delivery Service Charges for Federal Department of Housing and Urban Development ("HUD") financed housing during the time that such housing is either owned by HUD or subject to a first mortgage held or guaranteed by that agency which is (i) master metered and (ii) has electrically heated multi-family dwelling units. All provisions specified in this Rule 10b(4) for Equal Payment Plans for Default Service and Delivery Service Residential Customers shall apply to such housing.

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

(5) Combined Billing

Residential Customers with both metered Residential Service and private Outdoor Lighting Service may request to receive Combined Billing from the Company for the two services.

Combined Billing for Non-Residential Customers shall be restricted as stated in the applicable provisions of this Tariff.

(6) Consolidated Billing

A Delivery Service Customer that has contracted with an EGS shall receive Consolidated Billing from the Company unless the Customer requests bills only for Delivery Service Charges.

(7) Minimum Charge

Each Rate Schedule of this Tariff applicable to Residential and Non-Residential Customers shall specify the Minimum Charge applicable to all service and Customers taking service under such Rate Schedule.

(8) Transformer Losses Adjustment

The Company may, at its option, meter its service at Primary Voltage of Company-owned transformers or at the Secondary Voltage of Customer-owned transformers. In such cases, the applicable demand and energy charges shall be increased (in the case of metering at Secondary Voltage) or decreased (in the case of metering at Primary Voltage) by two and one-half percent (2.5%) to compensate for transformer losses.

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

(9) Power Factor/ Kilovar Billing

Billing for Power Factor or Kilovars, whichever is applicable, shall be in accordance with the Customer's applicable Rate Schedule or other provisions of this Tariff. The Power Factor used for billing purposes shall be rounded to the next highest whole percent, unless otherwise stated in the Customer's applicable Rate Schedule or other provisions of this Tariff.

(10) Billing for Vandalism, Theft or Deception

In the event there is any evidence that the Company's meters or other equipment on the Customer's premises have been tampered or interfered with by any means whatsoever, resulting in improper or non-registration of service supplied, the Customer being supplied through such equipment shall pay to the Company the amount the Company estimates is due for service used but not registered on the Company's meter, and the cost of any repairs or replacements, inspections and investigations relating thereto including, but not limited to, all administrative expenses associated with the investigation(s) (e.g., Legal, Accounting/Billing, etc.). Under these circumstances, the Company may at its option terminate its service immediately and/or require the Customer to pay all costs correcting any and all unauthorized conditions at the premises. In the event service has been terminated under these circumstances it shall not be restored to the Customer's premises until: (i) the Customer has a certificate of compliance with the provisions of the National Electric Code and the regulations of the National Fire Protection Association has been issued by the municipal inspection bureau or by any Company-accepted inspection agency, (ii) the Customer has complied with all of the Company's requirements and (iii) the Customer pays the Company a reconnection fee and deposit.

In the event there is any evidence that a Customer knowingly and willfully obtained service for itself or for another by creating or reinforcing a false impression, statement or representation and fails to correct the same, the Company shall immediately correct the account information in question and issue an adjustment for all current or previous amounts. The Customer shall be required to show proof of

GENERAL RULES AND REGULATIONS

Rule 10 – Meter Reading and Rendering of Bills (continued)

identity and sign an agreement for payment of all electric service received, plus any and all costs and administrative expenses associated with any investigation(s) (i.e., Legal, Accounts/Billing, etc.) which shall be added to their account. The Customer shall have three (3) business days in which to provide proof of identity. The Company may, in its sole discretion, terminate a Customer's electric service if the Customer fails to provide such proof of identity within the aforementioned time period.

(11) Billing Errors

When the Company provides billing for Competitive Energy Supply on behalf of an EGS, the Company shall not be responsible for billing errors resulting from incorrect price information received from an EGS.

11. Payment of Bills

Except as otherwise provided in the Tariff, bills for service shall be rendered monthly based upon the Company's read and billing schedule and are due and payable by the Customer to the Company upon presentation by the Company for service furnished during the preceding period.

Remittances mailed by the Customer for the amount(s) due shall be accepted by the Company as tendered within the period to avoid late payment charges if such payment is received by the Company no more than five (5) days after the due date of the bill.

These provisions shall also apply, as appropriate, to Customers receiving Consolidated Billing. However, it is limited to the Basic services portion of the consolidated bill. Basic services shall have the meaning as defined in 52 Pa. Code § 54.2. The applicability of this section is also subject to consumer protections ordered by the Commission.

a. Due Dates

For Residential Customers, bills are due and payable to the Company on or before twenty (20) days from the date of mailing of the bill to said Customer. Non-Residential Customers' bills are due and payable to the Company on or before fifteen (15) days from the date the bill is mailed to said Customer.

Upon the request of a Residential Customer sixty (60) years of age or older or a Residential Customer receiving Social Security or an equivalent monthly pension payment, the Company may extend the due date of such Customer's bill from twenty (20) days to thirty (30) days upon such verification of the Customer's eligibility for payments as the Company deems reasonably necessary.

The following shall be allowed thirty (30) days for payment of their bills at net rates (i) local governmental bodies (including school districts), (ii) the Commonwealth of Pennsylvania, and (iii) agencies of the Federal Government.

GENERAL RULES AND REGULATIONS

Rule 11 – Payment of Bills (continued)

A Customer's failure to receive a bill shall not be construed or deemed, under any circumstances, to be a waiver of any of the provisions of this Tariff. A Customer's bill shall be overdue when not paid on or before the due date indicated in the bill.

b. Late Payment Charges

Late payment charges shall be applied to Default Service Charges, EGS charges that are subject to the Company's POR and Delivery Service Charges. The Company will apply late payment charges to EGS charges that are not subject to the Company's POR at the EGS's request when it is performing billing services for the EGS.

A Residential Customer's overdue bill shall be subject to a late payment charge of one and one-quarter percent (1.25%) interest per month on the full unpaid and overdue balance of the bill. A Non-Residential Customer's overdue bill shall be subject to a late payment charge of one and one-quarter percent (1.25%) interest per month on the full unpaid and overdue balance of the bill. Interest charges shall be calculated by the Company on the overdue portions of the bill and shall not be charged against any sum that falls due during a current billing period.

c. Allocation of Payments

All payments made by or on behalf of a Customer shall be applied to a Customer's account in accordance with the Commission's payment posting rules and applicable Regulations including the Company's Electric Generation Supplier Coordination Tariff on file with the Commission.

d. Delinquent Accounts

A Customer's account is delinquent when not paid in full by the due date stated on the bill or otherwise agreed upon by the Customer and the Company. The Company shall pursue collections of outstanding residential delinquent account balances in accordance with applicable law and Commission regulations. Termination of service will occur only for non-payment of undisputed delinquent accounts associated with the Company's regulated charges, which shall include EGS charges subject to the Company's POR.

The Company will have the ability to terminate service to a Customer for the Customer's non-payment of EGS Basic Electric Supply charges incurred after January 1, 2011 in the same manner and to the same extent that the Company could terminate service to such a Customer for non-payment of EDC charges. Residential Customer's termination will be subject to the consumer protections included in Chapter 14 of the Public Utility Code, Chapters 55 and 56 of the Commission's regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., and/or other applicable regulations as may change from time to time. The POR is only available as long as the Company is able to terminate service to Customers under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission's regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., and/or other applicable regulations as may change from time to time.

GENERAL RULES AND REGULATIONS

Rule 11 – Payment of Bills (continued)

In the case of non-payment of a Customer's delinquent bill applicable to the Company's charges, the Company may, in its sole discretion, terminate its electric service and remove its equipment in accordance with applicable law and Commission regulations. The Company shall condition restoration of service on payment of EGS charges subject to the Company's POR.

A Residential Customer who has elected to receive Combined Billing for metered Residential Service and Outdoor Lighting Service shall be subject to 52 Pa. Code, Chapter 56 of the Commission's regulations and be treated as a single residential account.

e. Winter Termination – Determining Income Eligibility for Winter Termination

To determine if a Customer exceeds the 250% federal poverty level threshold, the Company will utilize financial information provided by the Customer. The Company may elect to send to the Customer an income verification form for completion and return.

12. Administrative Charges**a. Dishonorable Tender Charges**

If a check or electronic transfer of funds received by the Company in payment of a Customer's account is returned unpaid or denied to the Company by the Customer's bank, a Ten Dollar (\$10.00) charge for the returned check shall be added by the Company to the Customer's account and the Customer shall pay this amount to the Company in addition to all other applicable charges. A repeated cancellation by the Customer of electronic transfers or payments in the same twelve month period may, in the Company's discretion, result in revocation of rights to pay by electronic means.

b. Reconnect Charges

A Residential Customer who requests a disconnection and reconnection of service at the same location within a twelve (12) month period shall pay the Company a reconnect charge equivalent to the monthly minimum charge stated in the Customer's applicable Rate Schedule or other Tariff provision multiplied by the number of months between the disconnect and reconnect period, or the minimum reconnect charge stated in this Rule 12b, whichever is greater.

GENERAL RULES AND REGULATIONS

Rule 12 - Administrative Charges (continued)

Every Residential Customer that requests a connection or a reconnection shall pay the Company a fee of Thirty Dollars (\$30.00).

Every Non-Residential Customer shall pay the Company a reconnection fee/charge that is the higher of (i) the Residential Customer reconnect fees/charges specified in this Rule 12b or (ii) the Company's actual cost for reconnection of that particular Non-Residential Customer.

13. Determination of Demand

A Customer's active and/or reactive demand (if applicable) shall be measured by a meter acceptable to the Company registering the rate of use of energy and reactive energy during a specified time interval during each billing period. If, for any reason, the Company is unable to supply the Customer kilowatt or kilovar meters, the Company may, at its option, determine the Customer's use by means of periodic kilowatt or kilovar tests or estimates.

INDIVIDUALIZED SERVICES

14. Individualized Contracts

The Company, at its sole discretion, may enter into an Individualized Contract with a Non-Residential Applicant/Customer. If requested by the Company, the Non-Residential Applicant/Customer shall provide to the Company, or at the Company's option, to an agent representing the Company, all information and records necessary to evaluate the request for an Individualized Contract. All costs billed by the agent to the Company shall be paid by and the responsibility of the Non-Residential Applicant/Customer.

GENERAL RULES AND REGULATIONS

Rule 14 – Individualized Contracts (continued)

The terms and conditions of Delivery Service in each Individualized Contract shall be as mutually agreed upon between the Company and the Non-Residential Applicant/Customer. When fully executed, the Company may, in its sole discretion, request Commission approval thereof. The effective date of an Individualized Contract, filed with the Commission, shall be no less than ninety (90) days after the date of its filing with the Commission. The rates for each Individualized Contract shall be (i) established mutually by the Company and Non-Residential Applicant/Customer on a case by case basis and (ii) designed to recover at a minimum all of the Company's appropriate incremental costs of the service and a contribution to its fixed costs.

The Individualized Contract shall contain all service terms and conditions and the rates and charges to be paid for service rendered.

The Company may require the Non-Residential Applicant/Customer to provide the Company or its agent with a recent energy audit of the Non-Residential Applicant's/Customer's facilities and a list of all energy conservation and load management activities which have occurred in the past five (5) years, along with a list of all ongoing energy conservation and load management activities or proposed activities.

The Individualized Contract may be terminated by the Company if an eligible Non-Residential Customer's bills are not paid when due as specified in this Tariff.

In the event that any Individualized Contract is terminated by the Company or Non-Residential Applicant/Customer under the conditions specified in the contract, the Non-Residential Applicant/Customer shall subsequently be eligible for service under the standard Tariff Rate Schedule for which it qualifies.

The Company may modify or discontinue the provisions of this Rule 14 at any time, subject to any orders of the Commission. Unless otherwise ordered by the Commission, any Individualized Contracts in effect prior to any such modification or discontinuance of this Rule 14 shall remain in effect under the term and conditions specified in the applicable contract.

GENERAL RULES AND REGULATIONS

Rule 14 – Individualized Contracts (continued)

All applicable riders are chargeable to a Customer with an Individualized Contract and will be calculated and billed to the Customer using the same formula that would otherwise be applied under the Customer's applicable standard tariff rate schedule.

15. Company Facilities, Services and Products

The Company may furnish, at its sole discretion and upon an Applicant's/Customer's request, special, substitute, emergency repairs or additional facilities, services or products to such Applicant/Customer. When the Company provides facilities, services or products not normally supplied to an Applicant/Customer, or when the estimated or actual cost of such individualized, substitute, or additional facilities, services or products exceeds the estimated costs of the standard facilities, services or products that normally would be supplied by the Company without special charge, the Company may require the Applicant/Customer to enter into special agreement(s) ("Specialized Contracts") and may establish minimum charges and facilities charges. The Company may offer to Customers additional services or products that may be applicable to more than one Customer. At a minimum, charges under this Rule 15 shall be established by the Company on a case by case basis and shall be sufficient to recover all of its appropriate incremental costs of the service and a contribution to its fixed costs.

The Company may modify or discontinue the provisions of this Rule 15 at any time, subject to any Commission orders. Unless otherwise ordered by the Commission, any Specialized Contracts in effect prior to any such modification or discontinuance of this Rule 15 shall remain in effect under the term and conditions specified in the contract.

GENERAL RULES AND REGULATIONS

16. Auxiliary Power Sources and Readiness to Serve

Service to a Customer, any part of whose electric requirements are provided by other than Company-owned facilities, and where the Company supply can be substituted for that of the Customer, will be supplied only under the provisions of this rule.

The maximum demand in kilowatt and power factor which the Company is obligated to supply shall be determined by agreement between Customer and Company.

In case the maximum demand in kilovolt-amperes which the Company is obligated to supply is less than the Customer's maximum demand as estimated by the Company, the Company may require the Customer to limit his demand to the load which the Company is obligated to supply by means of a load limiter to be furnished, installed, and maintained by the Customer, approved, set, and sealed by the Company.

The Customer shall not at any instant operate any source of supply in parallel with the Company's service without written permission from the Company.

Monthly billing will be under the provisions of the rates in conjunction with which this rule is employed.

The Customer shall reimburse the Company for all loss or damage sustained by the Company as a result of the Customer's use of the Company's service under the provisions of this rule.

17. Interconnection, Safety & Reliability Requirements

In order to assure the integrity and safe operation of the Company's system and to permit the continuation of reliable service to other Customers, the following requirements and standards apply to all types of Generating Facilities, including customer owned generation, desiring to interconnect with the Company's system.

GENERAL RULES AND REGULATIONS

Rule 17 – Interconnection, Safety & Reliability Requirements (continued)

All generation operations shall be performed in a safe, reasonable and competent manner in accordance with prudent electric practices in order to, among other things, preserve and protect the Company's electric system.

All Generating Facilities shall submit a written application to the Company for acceptance of interconnected operation of their facilities with the Company's system prior to engaging in such interconnected operations. The Company may require, among other things, the following as part of any application submitted by an Applicant/Customer for service under this Rule 17:

- a. Plans, specifications and location of the proposed installation.
- b. Single line diagrams and details of the proposed protection schemes.
- c. Instruction manuals for all protective components.
- d. Component specifications and internal wiring diagrams of protective components, if not provided in instruction manuals.
- e. Generator data required to analyze fault contributions and load current flows including, but not limited to, equivalent impedances, time constants and harmonic distortions.
- f. The rating of all protective equipment if not provided in instruction manuals.
- g. All such other information that may be required by the Company.

Paralleling Customer generation with the Company's system shall be permitted only upon the written consent of the Company.

GENERAL RULES AND REGULATIONS

EMERGENCY CONDITIONS**18. Load Control**

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

19. Energy Conservation

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

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

GENERAL RULES AND REGULATIONS

MISCELLANEOUS PROVISIONS

20. Discontinuance

The Company may, at its sole option, terminate any service provided under this Tariff and remove its equipment on (i) required notice in case of a Customer's non-payment of a delinquent bill or a violation of the provisions of this Tariff or (ii), without notice, in situations which endanger or may endanger the safety of any person or property or may prove harmful to the Company's energy delivery system. Failure by the Company at any time to exercise its rights shall not be deemed a waiver thereof. Termination of service will occur for non-payment of undisputed delinquent bills associated with the Company's regulated charges, which shall include EGS charges subject to the Company's POR.

For Residential Customers, the Company may terminate service under any of the following circumstances (i) unauthorized use of the service delivered on or about the affected dwelling (ii) fraud or material misrepresentation of the Customer's identity for purpose of obtaining service (iii) tampering with the Company's meters or other equipment (iv) violating the Tariff provisions in a manner that endangers the safety of a person or the integrity or operation of the Company's facilities.

Where a Residential Customer has elected to receive Combined Billing for metered Residential Service and Outdoor Lighting Service, both services shall be subject to the Commission's Standards and Billing Practices for Residential Utility Service, 52 Pa. Code, Chapter 56, as a single residential account for all purposes including, but not limited to, discontinuance of service.

The Company may discontinue the supply of service to a particular Customer to the extent (and as may be) required to comply with any governmental rule, regulation, statute, order or directive. Verbal or written orders of police, fire, public health or similar officers, given in the performance of their duties, shall also permit the discontinuance of service under this Rule 20.

The Company may at any other time suspend the supply of electrical energy to any Customer for the purpose of making repairs, changes or improvements on any part of its system. When such suspension is planned in advance, prior notice of the cause and expected duration of the suspension shall be given to the extent practicable to Customers who may be affected.

GENERAL RULES AND REGULATIONS

21. Service Continuity: Limitation on Liability for Service Interruptions and Variations

The Customer, by accepting service from the Company, assumes responsibility for the safety and adequacy of the wiring and equipment installed by the Customer. The Customer agrees to indemnify and save harmless the Company from any liability which may arise as a result of the presence or use of the Company's electric service or property, defects in wiring or devices on the Customer's premises, or the Customer's failure to comply with the National Electrical Code.

The Company does not guarantee a continuous, uninterrupted, or regular supply of electric service. The Company may, without liability, interrupt or limit the supply of electric 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 shall not be liable for any damages due to accident, strike, storm, lightning, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

In all other circumstances, unless caused by the willful and/or wanton misconduct of the Company, the liability of the Company to Customers or third parties for all injuries and damages, direct or consequential, including damage to computers and other electronic equipment and appliances, or loss of business, profit or production caused by variations or interruptions in electric supply, high or low voltage, spikes, surges, single phasing, phase failure or reversal, stray voltage, neutral to earth voltage, equipment failure or malfunction, response time to electric outages or emergencies, or the non-functioning or malfunctioning of street lights or traffic control signals and devices shall be limited to Five Hundred Dollars (\$500) for residential customers and Two Thousand Dollars (\$2,000) for commercial and industrial customers. In no case shall the Company's aggregate liability for multiple claims arising from a single alleged negligent act, incident, event, or omission exceed Two Hundred Thousand (\$200,000). The Company's actions that are in conformance with electric system design, the National Electrical Safety Code, or electric industry operation practices shall be conclusively deemed not to be negligent. A variety of protective devices and alternate power supply equipment that may prevent or limit such damages are available. Due to the sensitive nature of computers and other electronically controlled equipment, the Customer, especially three-phase Customers, should provide protection against variations in supply.

GENERAL RULES AND REGULATIONS

Rule 21 – Service Continuity: Limitation on Liability for Service (continued)

To the extent applicable under the Uniform Commercial Code or on any theory of contract or products liability, the Company disclaims and shall not be liable to any Customer or third party for any claims involving and including, but not limited to, strict products liability, breach of contract, and breach of actual or implied warranties of merchantability or fitness for an intended purpose.

If the Company becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 Pa. C.S. §§ 2806(g) and 2809(f), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify the Company for the amount of additional state tax liability imposed upon the Company 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 of Title 66.

22. Transfer of Electric Generation Supplier

Company shall change Customer's electric supplier only upon receipt of electronic notification from the chosen electric supplier in accordance with the Pa P.U.C. Rules and Regulations as described in the Final Orders on Standards for Electronic Data Transfer and Exchange Electric Distribution Companies and Electric Generation Suppliers, Docket No. M-00960890F0015 and on Establishing Standards for Changing a Customer's Electric Supplier, Docket No. L-00970121. Changes in Customer's electric Supplier shall only be effective with Customer's normal meter reading date, regardless of whether the meter reading is actual or estimated.

RATE SCHEDULES

SCHEDULE 10
DOMESTIC SERVICE

AVAILABILITY

Available for single-phase service to a single-family residence served through one meter.

MONTHLY RATE (For a Single Residence)

DISTRIBUTION CHARGES

\$7.35 per month (Customer Charge), plus

2.889 cents per kWh for all kWh

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider charges:

- Rider A -- State Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider C -- Universal Service Charge
- Rider F - Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Surcharge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Residential Customer Class rate applies.

RATE SCHEDULES

Schedule 10 (continued)

Minimum Charge:

\$7.35 per month, plus applicable energy-related charges

PAYMENT TERMS

As per Rule 11, Payment of Bills

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' on-peak metered energy by 1.09333 and off-peak metered energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

When two or more residential units up to a maximum of five units are supplied through a single meter, each shall be classed as a Single Family Residence, and the above appropriate Monthly Rate shall apply to each.

This Schedule is available for single-phase service to farms when supplied along with service for the residence through one meter.

Combination residential and commercial service may be taken on this Schedule when the entire service is taken through one meter and the total commercial connected load does not necessitate upgrade of service facilities.

If the demand so determined under this provision exceeds twenty-five (25) kilowatts, a monthly distribution demand charge of Two Dollars (\$2.00) per kW for all kW shall apply to such excess as set forth in this Provision A, in addition to the General Monthly Charges. In no event shall the demand charge be based upon less than seventy-five percent (75%) of the highest excess demand during the preceding eleven (11) months.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 20
GENERAL SERVICE

AVAILABILITY

Available for service through a single metering installation for secondary light and power service for loads up to 1,500 kWh.

MONTHLY RATE

DISTRIBUTION CHARGES

\$6.95 per month (Customer Charge), plus

3.322 cents per kWh for all kWh

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Surcharge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies unless the Customer elects to receive Default Service from the Company under Rider I - Hourly Pricing Default Service Rider.

RATE SCHEDULES

Schedule 20 (continued)

Minimum Charge

The minimum monthly charge shall be the Distribution Charges plus all applicable Riders.

PAYMENT TERMS

As per Rule 11, Payment of Bills

GENERAL

When Company installs local transformer capacity to supply a highly fluctuating load, a facility charge of 2.1% net per month of the cost of additional transformer capacity required by the highly fluctuating load shall be made.

A single family residence located within an establishment used also for other purposes may be separated electrically and billed as a separate connection under the appropriate residential rate schedule if Customer so desires.

TERM

Customer may leave the firm service provision of this schedule once in a 12 month period. Service other than firm service will be provided as described below under MONTHLY SERVICE.

MONTHLY SERVICE

Monthly Service is supplied under this Schedule when Customer advances the net cost of connection and disconnection under the provisions of the applicable financing plan. Charges shall be increased 10% and Minimum Charge based on 50% of the kilowatt capacity necessary to serve Customer shall be waived. The minimum charge shall be based on Customer's demand for the current month, but not less than one kilowatt.

RATE SCHEDULES

Schedule 20 (continued)

Monthly Service shall not be available for standby or maintenance service such as that required for alternative generation facilities.

SPECIAL PROVISION

In accordance with Pennsylvania Act 103 of 1985, volunteer fire company service and non-profit senior citizen center service may, upon application, be billed at the pricing of Domestic Service, Schedule 10. This provision is also available to non-profit rescue squad service and non-profit ambulance service in accordance with Act 203 of 2002. The execution of a contract for a minimum term of one year is required.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 30
GENERAL POWER SERVICE

Available for secondary light and power service for loads of up to 400 kW. Secondary voltage shall be supplied to Customers at a single transformer location when load does not require transformer capacity in excess of 2,500 KVA. Upon a Customer's request, the Company may, at its option, provide transformers having a capacity of greater than 2,500 KVA.

New Customers requiring transformer capacity in excess 2,500 KVA and existing Customers whose load increases such that a transformer change is required (over 2,500 KVA) shall be required to take untransformed service.

If an existing Customer's total consumption is less than 1,500 KWH per month for twelve (12) consecutive months, the Customer may no longer be eligible for service under this Rate Schedule GS-Medium Based upon the Company's then estimate of the Customer's usage, the Customer shall be placed on Rate Schedule GS or such other Rate Schedule for which such Customer most qualifies.

If an existing Customer's billing demand exceeds 400 kW for more than two (2) consecutive months in any 12-month period, then the Customer may no longer be eligible for service under this Rate Schedule GS-Medium, and shall be placed on Rate Schedule GS-Large or such other Rate Schedule for which such Customer most qualifies.

All of the following general monthly charges are applicable to Delivery Service

MONTHLY RATE

DISTRIBUTION CHARGES

\$17.79 per month, plus

Demand

\$2.74 per kW for all billing kW

\$0.18 for each rkVA of reactive billing demand

Energy

0.400 cents per kWh for all kWh

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

RATE SCHEDULES

Schedule 30 (continued)

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Surcharge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider I - Hourly Pricing Default Service Rider rates apply.

Minimum Charge:

No bill shall be rendered by the Company for less than,

\$17.79 per month, plus

The demand charge at current rate levels times the Billing Demand, plus Distribution Charges plus any charges stated in or calculated by any applicable Rider.

Determination of Billing Demand:

A Customer's demand shall be measured by indicating or recording instruments. Demands shall be integrated over 15-minute intervals. The billing demand in the current month shall be the greatest of: (i) the maximum measured demand established in the month during On-peak hours, as stated herein, (ii) forty percent (40%) of the maximum measured demand established in the month during Off-peak hours, (iii) contract demand or (iv) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months.

RATE SCHEDULES

Schedule 30 (continued)

Reactive Billing Demand:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Billing Demand by the ratio of the measured lagging reactive kilovoltamperes hours to the measured kWh by the following formula: $\text{rkVA} = \text{Billing Demand} \times (\text{measured lagging reactive kilovoltampere hours} \div \text{rate measured kWh})$. For all other installations, the Reactive Billing Demand shall be the integrated reactive demand occurring coincident with the Billing Demand.

PAYMENT TERMS

As per Rule 11, Payment of Bills

TERM

Minimum of one year, except as provided below under Monthly Service.

Monthly Service is supplied under this Schedule when Customer advances the net cost of connection and disconnection under the provisions of the applicable financing plan. Charges shall be increased 10% and the Minimum Charge based on 50% of the Agreement Capacity shall be waived.

Monthly Service shall not be available for standby or maintenance service such as that required for alternative generation facilities.

RATE SCHEDULES

Schedule 30 (continued)

SERVICE AT PRIMARY VOLTAGE

Customers serviced at Primary Voltage shall have the option to be billed under this Rate GS-Medium for any of the following conditions:

1. A Customer with an estimated maximum demand of 2,000 kW or less, and requiring Primary Service at a voltage less than the nearest available Primary Voltage.
2. Customer's maximum billing demand does not exceed 2,000 kW for more than two (2) consecutive months in any 12-month period and service is supplied through a Customer-owned transformer at the nearest available Primary Voltage.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 35
GENERAL POWER SERVICE

Available for secondary light and power service for loads over 400 kW. Secondary voltage shall be supplied to Customers at a single transformer location when load does not require transformer capacity in excess of 2,500 KVA. Upon a Customer's request, the Company may, at its option, provide transformers having a capacity of greater than 2,500 KVA.

New Customers requiring transformer capacity in excess 2,500 KVA and existing Customers whose load increases such that a transformer change is required (over 2,500 KVA) shall be required to take untransformed service.

All of the following general monthly charges are applicable to Delivery Service

MONTHLY RATE

DISTRIBUTION CHARGES

\$92.13 per month (Customer Charge), plus

Demand

\$4.00 per kW for all billing kW

\$0.18 for each rkVA of reactive billing demand

Energy

0.000 cents per kWh for all kWh

RIDERS

Bills rendered under this schedule are subject to the the following applicable Rider Charges:

Rider A -- State Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

RATE SCHEDULES

Schedule 35 (continued)

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider I - Hourly Pricing Default Service Rider rates apply.

Minimum Charge:

No bill shall be rendered by the Company for less than,

\$92.13 per month, plus

The demand charge at current rate levels times the Billing Demand plus Distribution Energy Charges plus charges stated in or calculated by any applicable Rider.

Determination of Billing Demand:

A Customer's demand shall be measured by indicating or recording instruments. Demands shall be integrated over 15-minute intervals. The billing demand in the current month shall be the greatest of: (i) the maximum measured demand established in the month during On-peak hours, as stated herein, (ii) forty percent (40%) of the maximum measured demand established in the month during Off-peak hours (iii) contract demand or (iv) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months.

Reactive Billing Demand:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Billing Demand by the ratio of the measured lagging reactive kilovoltamperes hours to the measured kWh by the following formula: $rkVA = \text{Billing Demand} \times (\text{measured lagging reactive kilovoltampere hours} \div \text{rate measured kWh})$. For all other installations, the Reactive Billing Demand shall be the integrated reactive demand occurring coincident with the Billing Demand.

RATE SCHEDULES

Schedule 35 (continued)

PAYMENT OF TERMS

As per Rule 11, Payment of Bills

TERM

Minimum of one year, except as provided below under Monthly Service.

VOLTAGE DISCOUNT

1,000 to 15,000 volts.....	\$1.20
Over 15,000 volts.....	\$1.20

RATE SCHEDULES

SCHEDULE 40
PRIMARY POWER SERVICE

AVAILABILITY

Available for service at 25,000 volts or higher for loads of 2,000 kilowatts or greater, supplied at a single point of delivery. Also available at 12,470 volts where Company elects, at its sole option, to supply service direct from an adjacent 138,000 volt transmission line by a single transformation. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. An Electric Service Agreement shall be executed.

MONTHLY RATE

\$539.38 per month (Customer Charge), plus

\$1.22 per kW for all billed kW

\$0.18 for each rkVA of reactive billing demand

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider I, the Hourly Pricing Default Service Rider rates apply.

RATE SCHEDULES

Schedule 40 (continued)

PAYMENT TERMS

As per Rule 11, Payment of Bills

DETERMINATION OF CUSTOMER'S BILLING DEMAND

The Customer's demand shall be measured by indicating or recording instruments. Demand shall be integrated over 15-minute intervals or as otherwise determined by the Company. The billing demand in the current month shall be the greatest of: (i) twenty-five (25) KW, (ii) the maximum measured demand established in the month during On-peak hours, as stated herein, (iii) forty percent (40%) of the maximum measured demand established in the month during Off-peak hours (iv) contract demand or (v) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months.

REACTIVE BILLING DEMAND:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Billing Demand by the ratio of the measured lagging reactive kilovoltamperes hours to the measured kWh by the following formula: $rkVA = \text{Billing Demand} \times (\text{measured lagging reactive kilovoltampere hours} \div \text{rate measured kWh})$. For all other installations, the Reactive Billing Demand shall be the integrated reactive demand occurring coincident with the Billing Demand.

TERM

The minimum Term of the Electric Service Agreement required by Company under Rule 29 shall be four years when construction is involved without construction cost advance paid by Customer. Otherwise, term shall be determined in accordance with Customer's kilowatt requirements as set forth in the following table:

RATE SCHEDULES

Schedule 40 (continued)

Customer's Requirements	Minimum Term of Agreement
2,000 -- 5,000 kilowatts	2 years
5,001 -- 7,500 kilowatts	3 years
Over -- 7,500 kilowatts	4 years

Agreements shall remain in force until a one-year written cancellation notice has been given and the initial Term and Cancellation Notice Period have been expired, except:

(a) When a Customer increases capacity beyond the capacity specified in the Agreement, a new Agreement based on the new conditions may be required by the Company, or

(b) When a Customer decreases capacity after having satisfied the initial Term of the Agreement and cancellation notice and no change is made by the Company in its service facilities, a new Agreement may be written for a Term of one year less than those specified above

VOLTAGE DISCOUNT

0 to 10,000 kW.....	\$0.36
Over 10,000 kW.....	\$0.36

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 44
PRIMARY POWER SERVICE

AVAILABILITY

Available only to locations now served hereunder and to locations for which definite rate commitments have been made as of December 31, 1998, under conditions stated below for interruptible power service at not less than 25,000 volts balanced three phase for loads of 5,000 kilovolt-amperes or greater to the extent that Company, in its sole judgment, determines that it has capacity for such service at the point of supply. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. An Electric Service Agreement shall be executed.

MONTHLY RATE

DISTRIBUTION CHARGES

\$4.08 per month (Customer Charge), plus

Point of supply at generating stations

All kilovolt-amperes	\$0.36 per kilovolt-ampere
All kilowatt-hours	\$0.00137 per kilowatt-hour

Point of supply at transmission lines

First 5,000 kilovolt-amperes	\$0.09 per kilovolt-ampere
Additional kilovolt-amperes	\$0.08 per kilovolt-ampere
All kilowatt-hours	\$0.00137 per kilowatt-hour

Penalty Charge

In addition to the above demand and energy charges, a charge of \$7.00 per kVA will apply each time a Customer fails to interrupt when requested. The kVA subject to this charge shall be the maximum fifteen-minute kilovolt-ampere demand during each interruption period beginning with the second full fifteen-minute period after commencement of an interruption by the Company and continuing through the fifteen-minute period immediately preceding termination of that interruption period.

RATE SCHEDULES

Schedule 44 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

Rider A -- State Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider I - Hourly Pricing Default Service Rider rates apply.

PAYMENT TERMS

As per Rule 11, Payment of Bills

Compensating for Transmission and Distribution Losses.

For service between 15,000 and 100,000 volts, multiplying Customers' on peak metered energy by 1.05091 and off-peak metered energy by 1.04128 produces the generation energy that must be delivered to the West Penn system. For service at other voltages, Customer should contact Company for loss factor.

RATE SCHEDULES

Schedule 44 (continued)

DETERMINATION OF CUSTOMER'S DEMAND

Customer's Kilovolt-ampere Demand:

The Customer's kVA demand for any month shall be the on-peak demand plus 50% of the amount the off-peak demand exceeds 120% of the on-peak demand

The on-peak demand shall be the maximum fifteen-minute kilovolt-ampere demand of the on-peak period plus 25% of the maximum instantaneous kilovolt-ampere operating peak in excess of 140% of the maximum on-peak fifteen-minute demand.

The off-peak demand shall be determined for the off-peak period in the same manner as the on-peak demand.

The on-peak period shall be from 7 a.m. until 10 p.m. Monday through Saturday, provided however, that the designated on-peak hours may be changed from time to time to conform to Company's system load upon 60 days written notice to Customers affected. The off-peak period shall include all other times not designated as on-peak.

Customer's Demand shall not be less than the highest of the following:

- (a) 5,000 kilovolt-amperes.
- (b) 75% of the kilovolt-ampere capacity specified in the Electric Service Agreement.
- (c) 75% of the highest Customer's Demand established during the most recent ten-year period or during the Term of the Electric Service Agreement whichever is the lesser time.

RATE SCHEDULES

Schedule 44 (continued)

CONDITIONS

Company reserves the right to interrupt or curtail service without notice. Company intends to use every reasonable effort to make, and expects to be able to make, the capacity specified in the Electric Service Agreement available for at least 80% of the hours in any calendar month and 90% of the hours in any calendar year; provided, however, that Company shall not be liable for any loss, cost, damage, or expense to Customer caused by a failure, from any cause whatsoever, to supply service whether within or beyond the limits of capacity availability specified above. In the case of interruption or curtailment of the load, the outage time used when measuring capacity availability will be the load reduction period times the ratio, not to exceed one, of the load reduction to the Agreement Capacity. Outage time resulting from acts of God, public enemies, strikes, riots, wars, orders of Court or other Governmental authority, or any other acts or conditions reasonably beyond the control of Company shall not be included when measuring capacity availability.

Customer shall provide line facilities required to deliver power from the supply point to his plant and control equipment required at Customer's plant. Line and control facilities shall be subject to approval by Company.

Should Company be ordered by Governmental authority during a national emergency to supply firm instead of interruptible service, billing shall be on an applicable firm power schedule.

Customer's power factor correction equipment shall not be operated in a manner creating a condition which prevents Company from supplying satisfactory service to him or to other Customers.

TERM

The minimum Term of the initial Electric Service Agreement shall be five years and one-year written cancellation notice shall be required.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 46
PRIMARY POWER SERVICE

AVAILABILITY

Available only to locations now served hereunder and to locations for which definite rate commitments have been made as of December 31, 1998 for service at 25,000 volts or higher for loads of 30,000 kilovolt-amperes or greater, supplied at not more than five plant locations within a distance of eight miles. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. An Electric Service Agreement shall be executed.

MONTHLY RATE

DISTRIBUTION CHARGES

\$4.04 per month (Customer Charge), plus

Demand Charge (kVA)

First Block (0 to 30,000).....	\$0.820 per kilovolt-ampere
Second Block (next 30,000)	\$0.810 per kilovolt-ampere
Third Block (Over 60,000).....	\$0.800 per kilovolt-ampere

Voltage discount (kVA)

First Block (0 to 10,000).....	\$0.25 per kilovolt-ampere
Second Block (Over 10,000)	\$0.25 per kilovolt-ampere

If requested, the Company will furnish service at voltages above 100,000 volts at each plant location if such service at that location is over 10,000 kilovolt-amperes, is provided at a single delivery point from the Company's transmission system, is the only service on that account, and if in the sole judgment of the Company, the necessary capacity is available. When such service is supplied and the Customer owns and maintains all required facilities, the above discounts will be allowed but in no case will the amount of the minimum bill be hereby reduced.

To qualify for this transmission voltage service, the Customer must be billed for at least 10,000 kilovolt-amperes at least once in every 12-month period at each metering point.

RATE SCHEDULES

Schedule 46 (continued)

Energy Charges (kWh)

First Block (0 to 30,000,000 kWh)	\$0.00092 per kilowatt-hour
Second Block (over 30,000,000 to 530 kWh/kVA)	\$0.00089 per kilowatt-hour
Third Block (over 530 kWh/kVA)	\$0.00084 per kilowatt-hour

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider I - Hourly Pricing Default Service Rider rates apply.

PAYMENT TERMS

As per Rule 11, Payment of Bills

Compensating for Transmission and Distribution Losses.

For service between 15,000 and 100,000 volts, multiplying Customers' on peak metered energy by 1.05091 and off-peak metered energy by 1.04128 produces the generation energy that must be delivered to the West Penn system. For service at other voltages, Customer should contact Company for loss factor.

RATE SCHEDULES

Schedule 46 (continued)

DETERMINATION OF CUSTOMER'S DEMAND

The Customer's Demand for any month shall be the average of the Weekly Demands established during the weeks ending within the billing month. No Weekly Demand shall be taken at less than 50% of the highest Weekly Demand of the month. The Customer's Demand shall not be less than the highest of the following:

- (a) 30,000 kilovolt-amperes.
- (b) 50% of the highest Customer's Demand established during the most recent ten-year period of the Electric Service Agreement.
- (c) The average of Customer's Monthly Demands for the 12 months ending with the current month, each modified according to provisions (a) and (b).

Customer may, by giving Company reasonable notice in writing, select one month of the first year of the Electric Service Agreement, any two months of the second year and any three months of the third or succeeding years during which provision (c) shall be waived.

Weekly Demand

The weekly demand shall be the on-peak demand plus 50% of the amount the off-peak demand for the same week exceeds 120% of the on-peak demand to the extent that such off-peak demand can be supplied from facilities normally installed for the on-peak demand level. The off-peak capacity available at any location will be determined by the Company, in its sole judgment, but in no case will exceed 25,000 kVA.

The on-peak demand for a week shall be the maximum fifteen-minute kilovolt-ampere demand of the on-peak period plus 25% of the excess of the maximum instantaneous kilovolt-ampere operating peak of the on-peak period for the same week over 160% of the maximum fifteen-minute demand.

The off-peak demand of a week shall be determined for the off-peak period in the same manner as the on-peak demand.

RATE SCHEDULES

Schedule 46 (continued)

The on-peak period shall be from 7 a.m. until 10 p.m. Monday through Saturday, provided, however that the designated on-peak hours may be changed from time to time to conform to Company's system load upon 60 days written notice to Customers affected. The off-peak period shall include all other times not designated as on-peak.

TERM

The minimum Term of the initial Electric Service Agreement shall be ten years and a two-year written cancellation notice shall be required. Agreement shall remain in force until the required notice has been given and the initial Term and Cancellation Notice Period have expired.

When Customer's requirements are increased, a new agreement, based on the new conditions, may be required.

Rules and Regulations:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service. Motors and equipment served under this rate schedule shall have electrical characteristics so as not to interfere with service supplied to other customers of the Company.

RATE SCHEDULES

SCHEDULE 51
STREET LIGHTING SERVICE

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for mercury vapor street lighting to municipalities and to unincorporated communities, for lighting public bridges and major highway interchanges, for other suitable readily-accessible locations as solely determined by the Company, and for connections existing as of August 28, 1985.

MONTHLY RATE

DISTRIBUTION CHARGES

Nominal Lamp Size

8,150 Lumen -175 Watts 74 kWh.....	\$7.45
11,500 Lumen -250 Watts103 kWh.....	\$10.41
21,500 Lumen -400 Watts162 kWh.....	\$12.59
60,000 Lumen -1,000 Watts386 kWh.....	\$19.35

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- State Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

RATE SCHEDULES

Schedule 51 (continued)

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

The above net rates apply if the current bill is paid in full within 15 days (30 days for governmental accounts) of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days (30 days for governmental accounts) of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

LONG TERM SERVICE

TERM

Locations served hereunder prior to July 1978 have a street lighting agreement for an initial term of five years which will continue in effect upon the same conditions for successive five-year terms until cancelled by written notice by either party to the other at least 90 days prior to the expiration of the initial or successive term. After two successive five-year terms, the Agreement may also be cancelled by the Customer upon written notice at least 90 days in advance of cancellation.

New locations and additions to existing contracts will have an initial term of ten years and remain in force thereafter until a 90 day written cancellation notice has been given and the initial term and cancellation notice period have expired.

RATE SCHEDULES

Schedule 51 (continued)

Provision of this Service requires a contract with the Company. The initial term of contract shall be not less than ten (10) years, subject to renewal for successive one (1) year terms, unless other terms shall be provided in the contract. When replacement of existing lighting is requested by the Customer of an existing luminaire during the initial ten (10) year term, the Customer shall pay the cost of removal in addition to the depreciable life of the fixture for the remainder of the term (to be determined by the Company).

STANDARD OVERHEAD SYSTEMS

Company will, at its own cost, install, operate, and maintain its standard overhead street lighting equipment for municipalities, unincorporated communities, and public agencies where service can be supplied from existing distribution systems along public thoroughfares. Customer shall pay the installed cost of any facilities required to extend service.

SPECIAL SYSTEMS

Company will provide underground, ornamental, and other special systems when the additional installed cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. Company shall take title to the special system and shall operate and maintain the facilities. At the termination of the useful life of the special system or designated components of the special system for any reason, a new system or component shall be installed under similar conditions.

Company shall change the location of any lighting unit upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the system or any of its component parts.

RATE SCHEDULES

Schedule 51 (continued)

Customer shall reimburse the Company for total costs, less cost of standard fixture and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the system or any component part thereof, excluding fixture and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the system or any of its component parts. The operating lifetime of the system shall not be less than twenty (20) years from the date of installation of the system. Upon the determination of the Company that the operating lifetime of the system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the system or its applicable component part. Customer shall give written notice of such election to the Company at its local office.

In the event Customer elects to replace the system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard fixtures and brackets which would have been required had the system been the Company's standard overhead distribution system.

If the Customer elects to de-energize the system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

RATE SCHEDULES

Schedule 51 (continued)

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

Company will provide bridge lighting when Customer installs and maintains fixture supports and conduit for the supply line. Company shall furnish and maintain lamp fixtures and supply line and will provide energy and lamp replacements.

SHORT-TERM SERVICE

Term

Less than five years.

When Customer takes Short-Term Service, Monthly Charges shall be increased 10% and Customer shall pay the net cost of installation and removal of any additional facilities that are required.

CONDITIONS

Customer shall furnish Company a certified map, showing the location and size of each unit included in the initial installation provided for in this Agreement. Company shall install said units as designated.

Company shall furnish units at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any unit on the same Rate Schedule upon written order of Customer.

Company shall change the location of any unit furnished under this Agreement, upon written order of Customer, if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one unit during term this Agreement is in effect.

RATE SCHEDULES

Schedule 51 (continued)

Customer shall provide to Company, free of cost, a satisfactory right-of-way, location, and housing for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Company shall not be liable for damages to the Customer for any failure in such lighting which results from any cause beyond the Company's control.

Company shall change the location of any unit furnished under this Agreement, upon written order of Customer, if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one unit during term this Agreement is in effect.

Customer shall provide to Company, free of cost, a satisfactory right-of-way, location, and housing for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Company shall not be liable for damages to the Customer for any failure in such lighting which results from any cause beyond the Company's control.

Customer shall notify Company in writing at the Company's local office of all outages and the locations thereof not later than 12 o'clock Noon on the day following the night which the outages occurred.

Pavement and/or sidewalk damaged in the erection and/or maintenance of street lighting systems hereunder shall be placed by the Company in as good condition as existed before the said acts of erection and/or maintenance.

CONTRACT

Company standard form of Street Lighting Agreement shall be executed.

RATE SCHEDULES

SCHEDULE 52
OUTDOOR LIGHTING SERVICE

AVAILABILITY

Available for existing high pressure sodium vapor outdoor lighting installed before June 6, 1997 and for existing mercury vapor installations installed prior to August 28, 1985.

MONTHLY RATE

DISTRIBUTION CHARGES

Nominal Lamp Size

High Pressure Sodium Vapor

9,500 Lumen - 100 Watts 51 kWh\$9.54

Mercury Vapor

4,000 Lumen - 100 Watts 45 kWh\$7.13

8,150 Lumen - 175 Watts 74 kWh\$8.00

21,500 Lumen - 400 Watts 162 kWh\$13.03

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

RATE SCHEDULES

Schedule 52 (continued)

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

Late Payment Charge

The above net rates apply if the current bill is paid in full within 15 days (30 days for governmental accounts) of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days (30 days for governmental accounts) of the date of the bill.

RATE SCHEDULES

SCHEDULE 53
STREET AND AREA LIGHTING

AVAILABILITY

Available only for present Customers for installations being served prior to June 6, 1997 for high pressure sodium vapor street and area lighting to Customers for lighting roadways, parking lots, and other suitable readily-accessible areas as solely determined by the Company.

MONTHLY RATE

DISTRIBUTION CHARGES

Nominal Lamp Size

Overhead Service

9,500 Lumen -100 Watts 51 kWh	\$9.54
22,000 Lumen -200 Watts 86 kWh	\$12.71
*50,000 Lumen -400 Watts 167 kWh.....	\$18.37

*Also available for floodlighting application.

Underground Service

Low Mount

9,500 Lumen -100 Watts 51 kWh	\$16.60
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High Mount Single Luminaire Per Pole

9,500 Lumen -100 Watts 51 kWh	\$31.09
22,000 Lumen -200 Watts 86 kWh	\$32.27
50,000 Lumen -400 Watts 167 kWh.....	\$35.06

High Mount Each Additional Luminaire Per Pole

9,500 Lumen -100 Watts 51 kWh	\$14.90
22,000 Lumen -200 Watts 86 kWh	\$16.62
50,000 Lumen -400 Watts 167 kWh.....	\$19.39

RATE SCHEDULES

Schedule 53 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

Rider A – Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H, the Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

The above net rates apply if the current bill is paid in full within 15 days (30 days for Governmental accounts) of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days (30 days for Governmental accounts) of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All lamps are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

RATE SCHEDULES

Schedule 53 (continued)

TERM

STANDARD TERM

Provision of this Service requires a contract with the Company. The initial term of contract shall be not less than ten (10) years, subject to renewal for successive one (1) year terms, unless other terms shall be provided in the contract. When replacement of existing lighting is requested by the Customer of an existing luminaire during the initial ten (10) year term, the Customer shall pay the cost of removal in addition to the depreciable life of the fixture for the remainder of the term (to be determined by the Company).

SHORT TERM

Short Term Service having an initial term of 30 days is available if the Customer makes an initial payment of the cost of installation, removal, and refurbishment of the luminaire bracket and luminaire in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable if the lighting remains in service for five years. After the initial term, the Agreement shall remain in effect until cancelled by not less than 30 days prior written notice of cancellation.

LONG TERM

After the initial term, the Agreement shall remain in effect until cancelled by not less than 90 days prior written notice of cancellation.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard outdoor lighting equipment.

RATE SCHEDULES

Schedule 53 (continued)

If Customer takes service under a Standard Term Agreement and terminates service under Agreement for any reason prior to the expiration of the initial five-year term, Customer shall pay as liquidated damages and not a penalty the removal cost plus remaining value of the system. If Customer takes service under Long Term Agreement and terminates service under Agreement for any reason during the first five years of initial term, Customer shall pay as liquidated damages and not a penalty a sum equal to the difference between the Long Term Rate and Standard Term Rate for each luminaire under the Agreement which is terminated for the entire period service was provided under Agreement, together with the cost of removal of the system plus remaining value of the system. If Customer takes service under Long Term Service Agreement and terminates service for any reason during the sixth through tenth years of the initial term, Customer shall pay as liquidated damages and not a penalty a sum equal to the difference between the Long Term Rate and Standard Term Rate for each luminaire under the Agreement which is terminated for the entire period service was provided under Agreement.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for lights to be located on public thoroughfares.

Customer shall be responsible for inspecting lighting locations to determine when any lamp is not operating and for reporting non-operating lighting locations to the Company.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Customer shall provide the Company's employees and equipment free access to the Customer's premises, at all reasonable hours, for purposes necessary or proper in connection with supplying and maintaining service.

Overhead service facilities shall consist of a standard overhead, enclosed luminaire and photoelectric switch control mounted on a luminaire bracket not to exceed 8 feet in length. For floodlighting applications, a standard floodlighting luminaire with photoelectric switch and adjustable mounting bracket is installed. Either luminaire is mounted on an existing Company-owned or approved pole. Customer shall pay the installed cost of any facilities required to extend service and the cost of rearranging facilities necessary to serve lights or to obtain required mounting height.

RATE SCHEDULES

Schedule 53 (continued)

Underground Service -- Low mount facilities shall consist of a post top luminaire, a photoelectric switch control and an ornamental pole approximately 14 feet in height. High mount facilities shall consist of a rectangular enclosed luminaire, a photoelectric switch control and an ornamental pole approximately 30 feet in height. Facilities for the high mount "Additional Luminaire Per Pole" shall consist of an additional rectangular enclosed luminaire and a photoelectric switch control mounted on the ornamental pole installed for the "Single Luminaire Per Pole" installation.

Underground service will be installed where service is supplied from an existing underground distribution system and the point of connection for secondary service is located within three feet of the base of the light pole. Where the point of connection for secondary service to the light is not located within three feet of the pole, Customer shall pay the installed cost and be responsible for the maintenance cost of any facilities required to provide underground secondary service to the base of the light pole.

SPECIAL SYSTEMS

Company will provide non-standard underground, ornamental and other special systems when the additional installed cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. In this case, Customer shall pay the standard overhead service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special system unless due to the negligence of the Company.

At the termination, for any reason, of the useful life of the special system or designated components of the special system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any lighting unit upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the system or any of its component parts.

RATE SCHEDULES

Schedule 53 (continued)

Customer shall reimburse the Company for total costs, less cost of standard fixture and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the system or any component part thereof, excluding fixture and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the system or any of its component parts. The operating lifetime of the system shall not be less than twenty (20) years from the date of installation of the system. Upon the determination of the Company that the operating lifetime of the system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the system or its applicable component part. Customer shall give written notice of such election to the Company at its local office.

In the event Customer elects to replace the system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard fixtures and brackets which would have been required had the system been the Company's standard system.

If the Customer elects to de-energize the system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

RATE SCHEDULES

Schedule 53 (continued)

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

CONTRACT

Company standard form of Street Lighting Agreement shall be executed.

RATE SCHEDULES

SCHEDULE 54
STREET LIGHTING SERVICE

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for high pressure sodium vapor street lighting to municipalities and to unincorporated communities and for lighting major highway interchanges and other suitable readily-accessible locations as solely determined by the Company.

MONTHLY RATE

DISTRIBUTION CHARGES

Nominal Lamp Size

9,500 Lumen 100 Watts 51 kWh	\$9.02
22,000 Lumen 200 Watts 86 kWh	\$12.19
50,000 Lumen 400 Watts 167 kWh	\$17.85

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H, the Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

RATE SCHEDULES

Schedule 54 (continued)

LATE PAYMENT CHARGE

The above net rates apply if the current bill is paid in full within 30 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 30 days of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

TERM

Ten years initially. Agreement shall remain in force until a 90 day written cancellation notice has been given and the initial term and cancellation notice period have expired.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard overhead street lighting equipment for municipalities, unincorporated communities, and public agencies where service can be supplied from existing distribution systems along public thoroughfares. Customer shall pay the installed cost of any facilities required to extend service and the cost of rearranging of facilities necessary to serve lights or to obtain required mounting height.

Customer shall furnish Company a certified map, showing the location and size of each unit included in the initial installation provided for in this Agreement. Company shall install said units as designated.

Company shall furnish units at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any unit on the same Rate Schedule upon written order of Customer.

RATE SCHEDULES

Schedule 54 (continued)

Company shall change the location of any unit furnished under Agreement, upon written order of Customer, if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one unit during term Agreement is in effect.

Customer shall provide to Company, free of cost, a satisfactory right-of-way, location, and housing for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Company shall not be liable for damages to the Customer for any failure in such lighting which results from any cause beyond the Company's control.

Customer shall notify Company in writing at the Company's local office of all outages and the locations thereof not later than 12 o'clock Noon on the day following the night which the outages occurred.

Pavement and/or sidewalk damaged in the erection and/or maintenance of street lighting systems hereunder shall be placed by the Company in as good condition as existed before the said acts of erection and/or maintenance.

If Customer terminates street lighting service under this Schedule for any reason prior to the expiration of the initial term, Customer shall pay removal cost plus remaining value of the system.

SPECIAL SYSTEMS

Company will provide underground, ornamental, and other special systems when the additional installed cost in excess of the estimated cost of a standard overhead system for the same application is paid by Customer. Company shall take title to the special system and shall operate and maintain the facilities.

At the termination, for any reason, of the useful life of the special system or designated components of the special system, a new system or component shall be installed under similar conditions. The 10-year initial term requirement will apply to any new system or designated component upon installation.

RATE SCHEDULES

Schedule 54 (continued)

Company shall change the location of any lighting unit upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard fixture and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the system or any component part thereof, excluding fixture and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the system or any of its component parts. The operating lifetime of the system shall not be less than twenty (20) years from the date of installation of the system. Upon the determination of the Company that the operating lifetime of the system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the system or its applicable component part. Customer shall give written notice of such election to the Company at its local office.

RATE SCHEDULES

Schedule 54 (continued)

In the event Customer elects to replace the system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard fixtures and brackets which would have been required had the system been the Company's standard overhead distribution system.

If the Customer elects to de-energize the system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

CONTRACT

Company standard form of Street Lighting Agreement shall be executed.

RATE SCHEDULES

SCHEDULE 55

AREA LIGHTING SERVICE - UNDERGROUND DISTRIBUTION

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for high-pressure sodium vapor lighting to municipalities for area lighting service from an underground distribution system. Also available for existing mercury vapor installations installed prior to January 8, 1989.

MONTHLY RATE

DISTRIBUTION CHARGES

Nominal Lamp Size

Sodium Vapor Low Mount

9,500 Lumen -100 Watts 51 kWh.....\$16.08

Sodium Vapor High Mount Single Luminaire Per Pole

9,500 Lumen -100 Watts 51 kWh.....\$29.63

22,000 Lumen -200 Watts 86 kWh.....\$31.76

50,000 Lumen -400 Watts 167 kWh.....\$35.63

Sodium Vapor High Mount Each Additional Luminaire Per Pole

9,500 Lumen -100 Watts 51 kWh.....\$14.36

22,000 Lumen -200 Watts 86 kWh.....\$16.05

50,000 Lumen -400 Watts 167 kWh.....\$19.46

Mercury Vapor

8,150 Lumen -175 Watts 74 kWh.....\$15.49

RATE SCHEDULES

Schedule 55 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

Rider A -- Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

The above net rates apply if the current bill is paid in full within 30 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 30 days of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

RATE SCHEDULES

Schedule 55 (continued)

TERM

The initial term of the Agreement shall be ten years. After the initial term, the Agreement shall remain in effect until a 90 day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 90 days in the future, upon the expiration of 90 days.

CONDITIONS

Company will, at its own cost, install, operate, and maintain its standard outdoor area lighting equipment. Low mount facilities shall consist of a post top fixture, a photoelectric switch control and an ornamental pole approximately 14 feet in height. High mount facilities shall consist of a rectangular enclosed fixture, a photoelectric switch control, and an ornamental pole approximately 30 feet in height. Facilities for the high mount "Additional Fixture Per Pole" shall consist of an additional rectangular enclosed fixture and a photoelectric switch control mounted on the ornamental pole installed for the "Single Fixture Per Pole" installation. These will be installed where service is supplied from an existing underground distribution system and the point of connection for secondary service is located within three feet of the base of the light pole. Where the point of connection for secondary service to the area light is not located within three feet of the pole, Customer shall pay the installed cost and be responsible for the maintenance cost of any facilities required to provide underground secondary service to the base of the light pole.

Customer shall furnish Company a certified map, showing the location and size of each unit included in the initial installation provided for in this Agreement. Company shall install said units as designated.

Company shall furnish units at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any unit on the same Rate Schedule upon written order of Customer.

Company shall change the location of any unit furnished under this Agreement, upon written order of Customer, if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one unit during term this Agreement is in effect.

RATE SCHEDULES

Schedule 55 (continued)

Customer shall provide to Company, free of cost, a satisfactory right-of-way, location, and housing for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Company shall not be liable for damages to the Customer for any failure in such lighting which results from any cause beyond the Company's control.

Customer shall notify Company in writing at the Company's local office of all outages and the locations thereof not later than 12 o'clock Noon on the day following the night which the outages occurred.

Pavement and/or sidewalk damaged in the erection and/or maintenance of street lighting systems hereunder shall be placed by the Company in as good condition as existed before the said acts of erection and/or maintenance.

At the termination of the useful life of the special system or designated components of the specials system, a new system or component shall be installed under similar conditions. The ten-year initial term requirement will apply to any new system or designated component upon installation.

If Customer terminates area lighting service under this schedule, for any reason, prior to the expiration of the initial term, Customer shall pay removal cost plus remaining value of the system.

SPECIAL SYSTEMS

Company will provide ornamental and other special systems when the additional installed cost in excess of the estimated cost of a standard system for the same application is paid by Customer. Company shall take title to the special system and shall operate and maintain the facilities. At the termination of the useful life of the special system or designated components of the special system for any reason, a new system or component shall be installed under similar conditions.

RATE SCHEDULES

Schedule 55 (continued)

Company shall change the location of any lighting unit upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard fixture and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the system or any component part thereof, excluding fixture and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the system or any of its component parts. The operating lifetime of the system shall not be less than twenty (20) years from the date of installation of the system. Upon the determination of the Company that the operating lifetime of the system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the system or its applicable component part. Customer shall give written notice of such election to the Company at its local office.

RATE SCHEDULES

Schedule 55 (continued)

In the event Customer elects to replace the system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard fixtures and brackets which would have been required had the system been the Company's standard system.

If the Customer elects to de-energize the system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

CONTRACT

Company standard form of Street Lighting Agreement shall be executed.

RATE SCHEDULES

SCHEDULE 56

STREET LIGHTING SERVICE - CUSTOMER-OWNED EQUIPMENT

AVAILABILITY

Available only to present Customers for installations now being served prior to June 6, 1997 for high-pressure sodium vapor and mercury vapor street lighting to municipalities. This Schedule is not available to serve lighting systems in an area where there will be a mix of Company-owned and Customer-owned systems.

MONTHLY RATE

DISTRIBUTION CHARGES

Type and Nominal Lamp Size	Installed on	
	Installed on Customer-Owned Pole	Company's Distribution System
HPS 9,500 Lumen..... 100 Watts	51 kWh.....	\$ 3.67 each....\$ 4.87 each
HPS 22,000 Lumen..... 200 Watts	86 kWh.....	\$ 6.08 each....\$ 7.53 each
HPS 50,000 Lumen..... 400 Watts	167 kWh.....	\$ 9.91 each...\$11.47 each
MV 8,150 Lumen..... 175 Watts	74 kWh.....	\$ 4.21 each....\$ 5.45 each
MV 11,500 Lumen..... 250 Watts	103 kWh.....	\$ 5.66 each....\$ 6.92 each
MV 21,500 Lumen..... 400 Watts	162 kWh.....	\$ 7.28 each....\$ 8.55 each
MV 60,000 Lumen.... 1000 Watts	386 kWh.....	\$ 11.09 each...\$12.35 each

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

RATE SCHEDULES

Schedule 56 (continued)

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

The above net rates apply if the current bill is paid in full within 30 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 30 days of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

The rating of the lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

TERM

Initial term of the Agreement shall be one year. After the initial term, the Agreement shall remain in effect until a 30-day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 30 days in the future, upon the expiration of 30 days.

CONDITIONS

Company will provide maintenance service and deliver energy to approved Customer-owned high pressure sodium vapor and mercury vapor street lighting facilities. A full description of Customer's proposed equipment shall be submitted in writing by the Customer prior to Customer's furnishing the equipment to the Company.

RATE SCHEDULES

Schedule 56 (continued)

Existing Company poles may be available for Customer-owned street lighting equipment. All equipment supplied by Customer for placement on Company's poles will be installed by Company at Customer's expense. Customer shall at no time enter upon Company's electric facilities in any manner. All maintenance and any other repair of equipment on Company poles shall be performed by Company.

Where street lighting system (including supporting poles) is wholly owned by Customer, the Customer is responsible for furnishing and installing all street lighting equipment. Installation of street lighting equipment may be performed by Company upon prior arrangement at Customer's sole cost. All Customer-owned equipment must be installed prior to connection to Company's service circuits. All subsequent changes, removals or additions must first be approved by the Company.

The monthly rate provided in this Schedule shall include standard maintenance, which shall be limited to scheduled cleaning and normal lamp and photo cell replacement not caused by vandalism or accident involving a third party. In the event that maintenance beyond standard maintenance is necessary, the Customer will be charged for time, materials and other costs required to do said maintenance. For Customer-owned equipment on Customer-owned poles, any maintenance beyond the standard maintenance provided by this Schedule should be performed by Customer; however, upon prior arrangement, the Company will perform such maintenance on a time and materials cost basis.

The Customer is responsible for providing non-standard material or parts not included in Company's standard offerings. Customer shall be responsible for reporting any outages or malfunctions of any street light installed under this Schedule. The Company will provide appropriate maintenance as soon as practicable upon notification by Customer.

All Customer charges are subject to any applicable local, state, and federal taxes.

CONTRIBUTION IN AID OF CONSTRUCTION

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide service to the Customer's street light system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the street light system. Such charges will be collected prior to the start of construction.

RATE SCHEDULES

Schedule 56 (continued)

CONNECTION/DISCONNECTION FEE

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting a light will be charged to the Customer based on the estimated cost to do the work.

EQUIPMENT REMOVAL AND REMOVAL CHARGES

Removal of Customer-owned equipment from Company's poles shall be performed by Company at Customer's sole cost. Company in its discretion shall have the right to determine that Customer-owned equipment on its poles has become so obsolete, worn, damaged or hazardous that it must be removed.

Removal of Customer-owned lighting equipment from Customer-owned poles or removal of Customer-owned lighting equipment and poles may be performed by Company upon prior arrangement at Customer's sole cost.

ADDITIONAL CONDITIONS

Customer shall furnish Company a certified map showing the location and size of each unit included in the initial installation provided for in this Agreement.

Customer shall not enter upon Company's electric facilities at any time or in any manner.

Company shall change the location of any unit furnished under this Agreement upon written order of Customer. All costs associated with such change shall be paid by Customer.

Company shall not be liable for any direct, consequential and special damages to the Customer for any failure in lighting which results from any cause beyond the Company's control.

Company's approval of the Customer's facilities indicates only that the facilities are compatible with Company's system. Company's approval will not be construed to mean that the Customer's facilities are adequate or comply with any code or standard relating to lighting or illumination, or relating to the placement of lighting or illumination, such matters being the sole responsibility of the Customer. Customer agrees to hold harmless the Company for any liability or threat of liability by third parties relating to the placement of or adequacy of Customer's facilities.

RATE SCHEDULES

Schedule 56 (continued)

Company does not make, and Company hereby excludes, any and all implied warranties of merchantability and warranties of fitness of the electrical service provided by Company.

Costs of additional or special facilities provided hereunder shall be the responsibility of and shall be paid by Customer. Prior to installation, Customer shall reimburse Company for the costs of said additional or special facilities.

CONTRACT

Company Standard Form of Street Lighting Energy and Maintenance Agreement shall be executed.

RATE SCHEDULES

SCHEDULE 57

OUTDOOR LIGHTING

EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE

AVAILABILITY

Available for roadway and other outdoor lighting supplied from overhead or underground secondary distribution system of the Company and contracted for by a Customer for lighting accessible areas.

MONTHLY RATE

DISTRIBUTION CHARGES

OVERHEAD SERVICE

Nominal Lamp Size

High Pressure Sodium - Vertical Open Lens Luminaire ("OL")

Installation Requires a New Wood Pole

9,500 Lumen- 100 watt 51 kWh.....\$17.40

Installation on Existing Pole

9,500 Lumen- 100 watt 51 kWh.....\$9.69

Mercury Vapor - Horizontal Luminaire (Cobra Head) - Restricted to installations being served prior to February 13, 2009

8,150 Lumen - 175 watt 74 kWh.....\$7.98

High Pressure Sodium - Horizontal Luminaire (Cobra Head)

9,500 Lumen - 100 watt 51 kWh.....\$9.54

22,000 Lumen - 200 watt 86 kWh.....\$12.71

50,000 Lumen - 400 watt 167 kWh.....\$18.37

RATE SCHEDULES

Schedule 57 (continued)

Metal Halide - Horizontal Luminaire (Cobra Head)

8,500 Lumen - 100 watt 51 kWh.....	\$13.56
11,600 Lumen - 175 watt 74 kWh.....	\$13.56
36,000 Lumen - 400 watt157 kWh.....	\$19.80
90,000 Lumen - 1000 watt379 kWh.....	\$28.60

High Pressure Sodium Floodlight

22,000 Lumen - 200 watt 86 kWh.....	\$14.38
50,000 Lumen - 400 watt167 kWh.....	\$19.94

Metal Halide Floodlight

36,000 Lumen - 400 watt157 kWh.....	\$20.12
90,000 Lumen - 1000 watt379 kWh.....	\$28.60

DISTRIBUTION CHARGES

UNDERGROUND SERVICE

High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height

9,500 Lumen - 100 watt 51 kWh.....	\$16.60
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Metal Halide - Colonial Post Top Luminaire 14' Mounting Height

11,600 Lumen - 175 watt 74 kWh.....	\$20.36
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High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height¹

Single Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh.....	\$30.97
22,000 Lumen - 200 watt 86 kWh.....	\$32.43
50,000 Lumen - 400 watt167 kWh.....	\$34.62

RATE SCHEDULES

Schedule 57 (continued)

Each Additional Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh	\$9.84
22,000 Lumen - 200 watt 86 kWh	\$13.11
50,000 Lumen - 400 watt 167 kWh	\$18.95

Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height

Single Luminaire Per Pole

8,500 Lumen - 100 watt 51 kWh	\$39.26
11,600 Lumen - 175 watt 74 kWh	\$39.26
36,000 Lumen - 400 watt 157 kWh	\$39.98
90,000 Lumen - 1,000 watt 379 kWh	\$53.79

Each Additional Luminaire Per Pole

8,500 Lumen - 100 watt 51 kWh	\$15.30
11,600 Lumen - 175 watt 74 kWh	\$15.30
36,000 Lumen - 400 watt 157 kWh	\$20.42
90,000 Lumen - 1,000 watt 379 kWh	\$29.50

¹ Mounted on a 30' direct burial pole

DISTRIBUTION CHARGES

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

9,500 Lumen - 100 watt 51 kWh	\$41.98
22,000 Lumen - 200 watt 86 kWh	\$41.91
50,000 Lumen - 400 watt 167 kWh	\$43.53

RATE SCHEDULES

Schedule 57 (continued)

Single Luminaire Per Pole, no base²

9,500 Lumen - 100 watt 51 kWh.....	\$31.09
22,000 Lumen - 200 watt 86 kWh.....	\$32.29
50,000 Lumen - 400 watt 167 kWh.....	\$36.16

Each Additional Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh.....	\$14.90
22,000 Lumen - 200 watt 86 kWh.....	\$17.10
50,000 Lumen - 400 watt 167 kWh.....	\$20.00

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

11,600 Lumen - 175 watt 74 kWh.....	\$46.27
36,000 Lumen - 400 watt 157 kWh.....	\$46.27

Single Luminaire Per Pole, no base

11,600 Lumen - 175 watt 74 kWh.....	\$37.17
36,000 Lumen - 400 watt 157 kWh.....	\$37.17
90,000 Lumen - 1000 watt 379 kWh.....	\$55.82

Each Additional Luminaire Per Pole

11,600 Lumen - 175 watt 74 kWh.....	\$21.99
36,000 Lumen - 400 watt 157 kWh.....	\$21.99
90,000 Lumen - 1000 watt 379 kWh.....	\$34.91

² With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

RATE SCHEDULES

Schedule 57 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

Rider A -- Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

Municipal Billing

The above net rates apply if the current bill is paid in full within thirty (30) days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within thirty (30) days of the date of the bill.

Non-Municipal Billing

The above net rates apply if the current bill is paid in full within 15 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days of the date of the bill. The due date of outdoor lighting billed as a line item on a power bill is the same date as the power bill.

Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All luminaires are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

RATE SCHEDULES

Schedule 57 (continued)

TERM

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable with interest if the lighting system remains in service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

Long Term

Long Term Service having an initial term of ten years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than 90 days prior written notice of cancellation.

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

RATE SCHEDULES

Schedule 57 (continued)

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

Underground service will be installed where service is supplied from an existing underground distribution system. Where the point of connection for secondary service to the luminaire is not located within three feet of the pole, Customer shall pay the Company's installed cost and be responsible for the Company's maintenance cost of any extra facilities required to provide underground secondary service.

The Customer shall pay for or, at the option of the Company, provide any conduit, excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

RATE SCHEDULES

Schedule 57 (continued)

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost of any facilities required to extend service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

Company Responsibilities

Company will, at its own cost, install, operate, and maintain its standard outdoor lighting equipment with unmetered service.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

RATE SCHEDULES

Schedule 57 (continued)

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

Municipal Installations

Company will provide bridge lighting when Customer installs and maintains luminaire supports and conduit for the supply line. Company shall furnish and maintain luminaire and conductors and will provide energy and lamp replacements.

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaires as designated. Upon prior arrangement, Company will prepare a map for Customer approval for an additional cost.

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

RATE SCHEDULES

Schedule 57 (continued)

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by the Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the deenergized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

RATE SCHEDULES

Schedule 57(continued)

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed, Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

RATE SCHEDULES

SCHEDULE 58
OUTDOOR LIGHTING
MAINTENANCE AND UNMETERED SERVICE

AVAILABILITY

Available for high-pressure sodium, mercury vapor, metal halide and incandescent lighting being served prior to February 13, 2009.

MONTHLY RATE

DISTRIBUTION CHARGES

Installed On Customer Owned Pole

High Pressure Sodium Vapor

9,500 Lumen - 100 Watt 51 kWh	\$3.67
22,000 Lumen - 200 Watt 86 kWh	\$6.08
50,000 Lumen - 400 Watt 167 kWh	\$9.91

Mercury Vapor

8,150 Lumen - 175 Watt 74 kWh	\$4.11
11,500 Lumen - 250 Watt 103 kWh	\$5.66
21,500 Lumen - 400 Watt 162 kWh	\$7.06
60,000 Lumen - 1000 Watt 386 kWh	\$11.09

Metal Halide

11,600 Lumen - 175 Watt 74 kWh	\$5.50
15,000 Lumen - 250 Watt 103 kWh	\$6.31
36,000 Lumen - 400 Watt 157 kWh	\$6.73
90,000 Lumen - 1000 Watt 379 kWh	\$12.34

RATE SCHEDULES

Schedule 58 (continued)

Incandescent

1,000 Lumen - 100 Watt 37 kWh	\$5.07
2,500 Lumen - 200 Watt 71 kWh	\$5.80
4,000 Lumen - 325 Watt 115 kWh	\$6.85
6,000 Lumen - 450 Watt 158 kWh	\$7.86

DISTRIBUTION CHARGES

Installed On Company's Distribution System

High Pressure Sodium Vapor

9,500 Lumen - 100 Watt 51 kWh	\$4.87
22,000 Lumen - 200 Watt 86 kWh	\$7.30
50,000 Lumen - 400 Watt 167 kWh	\$11.12

Mercury Vapor

8,150 Lumen - 175 Watt 74 kWh	\$5.28
11,500 Lumen - 250 Watt 103 kWh	\$6.71
21,500 Lumen - 400 Watt 162 kWh	\$8.29
60,000 Lumen - 1000 Watt 386 kWh	\$12.35

Metal Halide

11,600 Lumen - 175 Watt 74 kWh	\$6.73
15,000 Lumen - 250 Watt 103 kWh	\$7.50
36,000 Lumen - 400 Watt 157 kWh	\$7.95
90,000 Lumen - 1000 Watt 379 kWh	\$13.55

Incandescent

1,000 Lumen - 100 Watt 37 kWh	\$6.32
2,500 Lumen - 200 Watt 71 kWh	\$7.04
4,000 Lumen - 325 Watt 115 kWh	\$8.10
6,000 Lumen - 450 Watt 158 kWh	\$9.10

Note: The rating of the lamps in lumens is for identification and shall approximate the manufacturer's standard rating

RATE SCHEDULES

Schedule 58 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H, the Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

LATE PAYMENT CHARGE

Municipal Billing

The above net rates apply if the current bill is paid in full within 30 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 30 days of the date of the bill.

Non-Municipal Billing

The above net rates apply if the current bill is paid in full within 15 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days of the date of the bill.

The due date of outdoor lighting billed as a line item on a power bill is the same date as the power bill.

RATE SCHEDULES

Schedule 58 (continued)

TERMS

Initial term of the Agreement shall be one year. After the initial term, the Agreement shall remain in effect until a 30-day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 30 days in the future, upon the expiration of 30 days. Any remaining balance due for extra facilities, rearrangement of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

CONDITIONS

Company will furnish energy and maintenance service to approved high pressure sodium, mercury vapor, metal halide, and incandescent outdoor lighting facilities. A full description of Customer's proposed equipment shall be submitted in writing by the Customer prior to Customer's furnishing the equipment to the Company.

All equipment supplied by Customer for placement on Company's poles will be installed by Company at Customer's expense. Customer shall at no time enter upon Company's electric facilities in any manner. All maintenance and any other repair of equipment on Company poles shall be performed by Company.

Where outdoor lighting system (including supporting poles) is wholly owned by Customer, the Customer is responsible for furnishing and installing all outdoor lighting equipment. Installation of outdoor lighting equipment may be performed by Company upon prior arrangement at Customer's sole cost. All Customer-owned equipment must be installed prior to connection to Company's service circuits. All subsequent changes, removals or additions must first be approved by the Company.

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

RATE SCHEDULES

Schedule 58 (continued)

The monthly rate provided in this Schedule shall include standard maintenance, which shall be limited to scheduled cleaning and normal lamp and photoelectric control replacement not caused by vandalism or accident involving a third party. In the event that maintenance beyond standard maintenance is necessary, the Customer will be charged for time, materials and other costs required to do said maintenance. For Customer-owned equipment on Customer-owned poles, any maintenance beyond the standard maintenance provided by this Schedule may be performed by Customer; however, upon prior arrangement, the Company will perform such maintenance on a time and materials cost basis or previously agreed upon firm contract price.

Customer shall be responsible for reporting any outages or malfunctions of any outdoor light installed under this Schedule. The Company will provide appropriate maintenance as soon as practicable upon notification by Customer.

Customer shall furnish Company a certified map showing the location and size of each luminaire included in the initial installation provided for in this Agreement; however, upon prior arrangement the Company will prepare a map for Customer approval for an additional cost.

Company shall change the location of any luminaire furnished under this Agreement upon written order of Customer. All costs associated with such change shall be paid by Customer.

Company shall not be liable for any direct, consequential and special damages to the Customer for any failure in lighting which results from any cause beyond the Company's control.

Company's approval of the Customer's facilities indicates only that the facilities are compatible with Company's system. Company's approval will not be construed to mean that the Customer's facilities are adequate or comply with any code or standard relating to lighting or illumination, or relating to the placement of lighting or illumination, such matters being the sole responsibility of the Customer. Customer agrees to hold harmless the Company for any liability or threat of liability by third parties relating to the placement of or adequacy of Customer's facilities.

Company does not make, and Company hereby excludes, any and all implied warranties of merchantability and warranties of fitness of the electrical service provided by Company.

RATE SCHEDULES

Schedule 58 (continued)

Costs of additional or special facilities provided hereunder shall be the responsibility of and shall be paid by Customer. Customer shall reimburse Company for the costs of said additional or special facilities either prior to said installation or via payment plans arranged with the Company.

CONTRIBUTION IN AID OF CONSTRUCTION

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide service to the Customer's outdoor lighting system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the outdoor lighting system.

All Customer charges are subject to any applicable local, state, and federal taxes.

All cost estimates are based on standard engineering practice.

CONNECTION/DISCONNECTION FEE

The fee for connecting or disconnecting a Customer owned street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting luminaire will be charged to the Customer based on the estimated cost to do the work.

EQUIPMENT REMOVAL AND REMOVAL CHARGES

Removal of Customer-owned equipment from Company's poles shall be performed by Company at Customer's sole cost. Company shall have the right to determine that Customer-owned equipment on its poles has become so obsolete, worn, damaged or hazardous that it must be removed.

Removal of Customer-owned lighting equipment from Customer-owned poles or removal of Customer-owned lighting equipment and poles may be performed by Company upon prior arrangement at Customer's sole cost.

CONTRACT

Company Standard Form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

RATE SCHEDULES

SCHEDULE 59
OUTDOOR LIGHTING
EQUIPMENT AND MAINTENANCE SERVICE

AVAILABILITY

Available for roadway and other outdoor lighting being served prior to February 13, 2009 where energy is supplied by Customer's metered service and contracted for by a Customer for lighting accessible areas.

MONTHLY RATE

DISTRIBUTION CHARGES

OVERHEAD SERVICE Installation on Existing Pole

Nominal Lamp Size

Mercury Vapor - Horizontal Luminaire (Cobra Head)

8,150 Lumen - 175 watt 74 kWh\$8.41

High Pressure Sodium - Horizontal Luminaire (Cobra Head)

9,500 Lumen - 100 watt 51 kWh\$9.25

22,000 Lumen - 200 watt 86 kWh\$10.34

50,000 Lumen - 400 watt 167 kWh\$12.25

Metal Halide - Horizontal Luminaire (Cobra Head)

36,000 Lumen - 400 watt 157 kWh\$13.80

90,000 Lumen - 1000 watt 379 kWh\$22.34

High Pressure Sodium Floodlight

22,000 Lumen - 200 watt 86 kWh\$12.60

50,000 Lumen - 400 watt 167 kWh\$14.48

RATE SCHEDULES

Schedule 59 (continued)

Metal Halide Floodlight

36,000 Lumen - 400 watt157 kWh.....	\$13.79
90,000 Lumen - 1000 watt379 kWh.....	\$21.67

DISTRIBUTION CHARGES

UNDERGROUND SERVICE

High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height

9,500 Lumen - 100 watt 51 kWh.....	\$16.81
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Metal Halide - Colonial Post Top Luminaire 14' Mounting Height

11,600 Lumen - 175 watt 74 kWh.....	\$19.38
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High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height¹

Single Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh.....	\$30.87
22,000 Lumen - 200 watt 86 kWh.....	\$31.65
50,000 Lumen - 400 watt167 kWh.....	\$32.25

Each Additional Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh.....	\$9.54
22,000 Lumen - 200 watt 86 kWh.....	\$10.34
50,000 Lumen - 400 watt167 kWh.....	\$12.25

Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height

RATE SCHEDULES

Schedule 59 (continued)

Single Luminaire Per Pole

36,000 Lumen - 400 watt157 kWh.....	\$34.24
90,000 Lumen -1,000 watt379 kWh.....	\$41.04

Each Additional Luminaire Per Pole

36,000 Lumen - 400 watt157 kWh.....	\$14.22
90,000 Lumen -1,000 watt379 kWh.....	\$22.34

¹ Mounted on a 30' direct burial pole

DISTRIBUTION CHARGES

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

9,500 Lumen - 100 watt 51 kWh.....	\$40.57
22,000 Lumen - 200 watt 86 kWh.....	\$41.85
50,000 Lumen - 400 watt167 kWh.....	\$43.86

Single Luminaire Per Pole, no base²

9,500 Lumen - 100 watt 51 kWh.....	\$29.67
22,000 Lumen - 200 watt 86 kWh.....	\$31.93
50,000 Lumen - 400 watt167 kWh.....	\$35.13

Each Additional Luminaire Per Pole

9,500 Lumen - 100 watt 51 kWh.....	\$14.55
22,000 Lumen - 200 watt 86 kWh.....	\$15.86
50,000 Lumen - 400 watt167 kWh.....	\$17.88

RATE SCHEDULES

Schedule 59 (continued)

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

Single Luminaire Per Pole, with base²

36,000 Lumen - 400 watt157 kWh.....\$43.05

Single Luminaire Per Pole, no base

36,000 Lumen - 400 watt157 kWh.....\$32.49

90,000 Lumen - 1000 watt379 kWh.....\$52.70

Each Additional Luminaire Per Pole

36,000 Lumen - 400 watt157 kWh.....\$18.91

90,000 Lumen - 1000 watt379 kWh.....\$26.02

Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating.

¹With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

RATE SCHEDULES

Schedule 59 (continued)

LATE PAYMENT CHARGE

Municipal Billing

The above net rates apply if the current bill is paid in full within thirty (30) days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within thirty (30) days of the date of the bill.

Non-Municipal Billing

The above net rates apply if the current bill is paid in full within 15 days of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days of the date of the bill.

The due date of outdoor lighting billed as a line item on a power bill is the same date as the power bill.

TERMS

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation, and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable, with interest, if the lighting system remains in service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

Long Term

Long Term Service having an initial term of ten (10) years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than ninety (90) days prior written notice of cancellation. Municipal lighting service is typically provided under long term agreement for initial and supplemental installation.

RATE SCHEDULES

Schedule 59 (continued)

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole or other mutually agreeable location.

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal roadway luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

RATE SCHEDULES

Schedule 59 (continued)

Underground service will be installed where service is supplied from an existing underground distribution system. Where the point of connection for secondary service to the luminaire is not located within three feet of the pole, Customer shall pay the Company's installed cost and be responsible for the Company's maintenance cost of any extra facilities required to provide underground secondary service.

The Customer shall pay for or, at the option of the Company, provide any conduit, excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

GENERAL

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost, of any facilities required to extend service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

Company Responsibilities

Company will, at its own cost, install, and maintain its standard outdoor lighting equipment. Energy is supplied by Customer's metered service.

RATE SCHEDULES

Schedule 59 (continued)

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company

Municipal Installations

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaire as designated. Upon prior arrangement, Company will prepare a map for Customers approval for an additional cost.

RATE SCHEDULES

Schedule 59 (continued)

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

RATE SCHEDULES

Schedule 59 (continued)

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

RATE SCHEDULES

Schedule 59 (continued)

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

RATE SCHEDULES

SCHEDULE 71

MERCURY VAPOR STREET AND HIGHWAY LIGHTING SERVICE

AVAILABILITY

Available only to present Customers for installations now being served prior to August 26, 1978. This Schedule applies to lighting service sold for the lighting of public streets, public highways, and other public outdoor areas in municipalities, governmental units, and unincorporated communities where such service can be supplied from the existing general distribution system.

This Schedule is also applicable within private property which is open to the general public such as private walkways, streets, and roads when the property and buildings are under common ownership and when supply from the Company's distribution system is directly available and when lighting service is contracted for by the owner thereof.

MONTHLY RATE

DISTRIBUTION CHARGES

Underground Supply Metal Pole

Nominal Lamp Size

Low Mounting

100 Watts	4,000 45 kWh.....	\$10.03
175 Watts	8,150 74 kWh.....	\$12.04

High Mounting

400 Watts	21,500 162 kWh.....	\$24.57
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All lamps are lighted from dusk to dawn every night or for approximately 4,200 hours per annum

RATE SCHEDULES

Schedule 71 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

Rider A -- Tax Adjustment Surcharge

Rider B -- Storm Damage Charge

Rider F -- Phase II Energy Efficiency and Conservation Charge

Rider G -- Smart Meter Technologies Charge

Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES

For Customers receiving Default Service from the Company, Rider H - Price To Compare Default Service Rate Rider, Commercial Customer Class rate applies.

Late Payment Charge

The above net rates apply if the current bill is paid in full within 15 days (30 days for governmental accounts) of the date of such bill and if all previous undisputed bills have been paid in full. A late payment charge of 1.25% per month of the unpaid balance of a bill will be made for failure to make payment in full within 15 days (30 days for governmental accounts) of the date of the bill.

GENERAL

Compensating for Transmission and Distribution Losses.

Multiplying Customers' calculated on peak lighting energy by 1.09333 and calculated off-peak lighting energy by 1.04808 produces the generation energy that must be delivered to the West Penn system.

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service of the Company as filed with the Commission.

The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

RATE SCHEDULES

Schedule 71 (continued)

TERM

Ten years initially, renewable annually thereafter.

CONDITIONS

When lighting equipment is replaced or relocated at the Customer's request before the end of the term of the Agreement with equipment of like or lesser lumen output, the Customer shall pay the removal costs for the old facilities and the installation costs of the new facilities.

When the Company supplies service for underground installations, the Customer shall pay for, or at the option of the Company, supply:

- (a) The cost for any excavating, backfilling, reconstructing, and resurfacing necessary for the installation and maintenance of the underground cable.
- (b) All labor and material for the installation of any concrete bases for poles.

When a new street lighting distribution system is required or whenever a Customer requests an installation that is not in conformity with the standard installation, the Customer shall pay the following:

- (a) For distribution facilities -- estimated installed cost of distribution facilities in excess of those normally supplied by the Company to make service available.
- (b) For street light equipment -- Company's excess investment in special poles or fixtures over that of standard equipment with the maintenance of the special equipment subject to (1) time and ability to obtain replacement, and (2) advance payment of the then excess cost over standard for each replacement.
- (c) Lighting for bridges, subways, and all other nonstandard installations -- the Company will supply poles, fixtures, and circuit with the Customer supplying conduit, raceways, and other necessary equipment including maintenance thereof.

RATE SCHEDULES

SCHEDULE 72
LED STREET LIGHTING SERVICE

AVAILABILITY:

This Service is applicable to Company owned overhead or underground Light Emitting Diode (LED) street lighting service to municipal, local, state and federal governmental bodies, community associations and to public authorities for lighting of streets, highways, parks and similar places for the safety and convenience of the public.

A minimum installation of 12 LED lights per customer per individual order is required.

GENERAL MONTHLY CHARGES:

Demand and Energy Charges for common lamp sizes:

Charges Per Month Per Light:

Cobra Head

<u>Nominal Watts</u>	<u>Monthly kWh</u>	<u>Distribution</u>
50	18	\$ 5.52
90	32	\$ 6.94
130	46	\$ 7.38
260	91	\$11.44

Colonial

<u>Nominal Watts</u>	<u>Monthly kWh</u>	<u>Distribution</u>
50	18	\$ 8.85
90	32	\$ 9.74

Acorn

<u>Nominal Watts</u>	<u>Monthly kWh</u>	<u>Distribution</u>
50	18	\$14.73
90	32	\$15.57

RATE SCHEDULES

Schedule 72 (continued)

RIDERS

Bills rendered under this schedule are subject to the following applicable Rider Charges:

- Rider A -- Tax Adjustment Surcharge
- Rider B -- Storm Damage Charge
- Rider F -- Phase II Energy Efficiency and Conservation Charge
- Rider G -- Smart Meter Technologies Charge
- Rider J -- Default Service Support Charge

DEFAULT SERVICE CHARGES:

The Price to Compare Default Service Charge shall be determined using the applicable Monthly kWh usage, from the preceding chart, multiplied by Rider H - Price to Compare Default Service Rate Rider, Commercial Customer Class rate.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

TERM OF CONTRACT:

Provision of this Service requires a contract with the Company. The initial term of contract shall be not less than ten (10) years, subject to renewal for successive one (1) year terms, unless other terms shall be provided in the contract. When replacement of existing lighting is requested by the Customer of an existing luminaire during the initial ten (10) year term, the Customer shall pay the cost of removal in addition to the depreciable life of the fixture for the remainder of the term (to be determined by the Company).

GENERAL PROVISIONS:

- A. The Company shall furnish, install, and maintain at the above rates all necessary street lighting facilities consisting of but not limited to lamps, luminaries, brackets, and other supporting materials.

RATE SCHEDULES

Schedule 72 (continued)

- B. The Company will install lighting fixtures on an approved existing pole. All additional and new lighting equipment, consisting of but not limited to poles, brackets, wiring, transformation, etc., not provided for herein, installed by the Company at the request of the customer, shall be the property of the Company and be paid for by the customer prior to the customer taking service.
- C. Costs associated with activities related to the replacement, relocation, alteration, repair, or removal of existing street lighting equipment are not included as part of normal maintenance and will be the responsibility of the customer. Examples of such activities include, but are not limited to, the replacement of an existing fixture, removal or relocation of a lamp, luminaire, bracket, and/or pole, or installation of a luminaire shield.
- D. All lamps shall be unmetered and will operate from dusk to dawn each and every night, or for approximately 4,200 hours per year.
- E. If a Customer requests an underground system, it will be installed where service is supplied from an existing underground distribution system. Additional cost shall be borne by the Customer.
- F. All service and necessary maintenance will be performed only during regular working hours of the Company. If service and necessary maintenance cannot be performed during regular working hours of the Company, for reasons beyond the Company's control, the incremental costs of performing such work shall be borne by the customer.

RIDERS

RIDER A
TAX ADJUSTMENT SURCHARGE RIDER

After the addition of the charges provided in other applicable Riders, a Tax Adjustment Surcharge of 0.00% shall be applied effective for service rendered on and after October 3, 2014 in addition to all other billings calculated under the provisions of this Tariff.

The Tax Adjustment Surcharge will be recomputed using the elements prescribed by the Commission in its regulations at 52 Pa. Code §69.51, et seq. and at 52 Pa. Code §54.91, et seq.:

1. on December 21 of each year until the surcharge is rolled into base rates, or
2. whenever the Company experiences a material change in any of the taxes used in calculation of the surcharge due to any changes in its state tax liability arising under 66 Pa. C.S. §§ 2806(g), 2809(c) or 2810.

The recalculation will be submitted to the Commission within ten (10) days after the occurrence of the event which occasions such recomputation or as prescribed in the Commission's regulations at 52 Pa. Code §54.91, et seq. If the recomputed surcharge is less than the one in effect, the Company will, or if the recomputed surcharge is more than the one in effect the Company may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge. The effective date of such tariff or supplement shall be ten (10) days after the filing or as prescribed in the Commission's regulations at 52 Pa. Code §54.91, et seq.

RIDERS

RIDER B

STORM DAMAGE CHARGE RIDER

A Storm Damage Charge (“SDC”) shall be applied to each kilowatt-hour (“kWh”) delivered during a billing month to all retail Customers served under this Tariff determined to the nearest one-thousandth of a cent per kWh. The SDC shall be non-bypassable.

The SDC charge per Customer Class is as follows:

SDC Customer Class 1 (Rate Schedule 10 and Rate Schedule 20 special provision for Volunteer Fire Company, Non-Profit Ambulance Service, Non-Profit Rescue Squad and Non-Profit Senior Citizen Center.

0.000 cents per kWh

SDC Customer Class 2 (Rate Schedule 20, Rate Schedule 30, Rate Schedule 35, Rate Schedule 51, Rate Schedule 52, Rate Schedule 53, Rate Schedule 54, Rate Schedule 55, Rate Schedule 56, Rate Schedule 57, Rate Schedule 58, Rate Schedule 59, Rate Schedule 71, Rate Schedule 72, PSU Tariff 38. SDC Customer Class 2 does not include the Rate Schedule 20 special provision for Volunteer Fire Company, Non-Profit Ambulance Service, Non-Profit Rescue Squad and Non-Profit Senior Citizen Center.

0.000 cents per kWh

SDC Customer Class 3 (Rate Schedule 40 and Rate Schedule 86)

0.000 cents per kWh

SDC Customer Class 4 (Rate Schedule 44 and Rate Schedule 46)

0.000 cents per kWh

The SDC shall be calculated in accordance with the formula set forth below:

$$SDC = \{ [SDC_{CCA} \times (SDC - SDB - E)] / S_c \} \times [1/(1-T)]$$

Where:

SDC = The Customer Class charge in mills per kWh to be applied to each kWh of retail sales for the Customer Class, delivered to retail Customers served under this Tariff.

SDC_{CCA} = The SDC Customer Class Allocation Factors set forth in Table 1 of this rider.

RIDERS

Rider B (continued)

SD_C = Storm Damage Costs, which are the direct, indirect and administrative costs (including wages and administration) incurred by the Company to provide storm damage restoration for the SDC Reconciliation Year, for the following activities and work:

- Pole replacements
- Line reconstruction
- All other services and equipment necessary to be performed and/or installed by the Company and/or its contractors to restore service to Customers following a storm.

SDC Customer Class Allocation Factors will be determined based on the Company's most recent Cost of Service Study.

SD_B = The amount of Storm Damage Costs currently reflected in the Company's most recent base rate case.

E = The over or under-collection of Storm Damage Costs that result from the billing of the SDC during the SDC Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E) including applicable interest. Interest shall be computed monthly, based upon 41. P. S. § 202, the legal rate of interest, from the month the over or under-collection occurs to the month that the over-collection is refunded to or the under-collection is recovered from Customers.

S_C = The Company's projected Customer Class retail kWh sales for the projected SDC billing period.

T = The Pennsylvania gross receipts rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

Table 1

<u>SDC Customer Class</u>	<u>Allocation Factors</u>
SDC Customer Class 1	.68133
SDC Customer Class 2	.25771
SDC Customer Class 3	.04422
SDC Customer Class 4	.01674

RIDERS

Rider B (continued)

All capitalized terms not otherwise defined in this Rider shall have the definitions specified in Definition of Terms section of this Tariff. For purposes of this Rider, the following additional definitions shall apply:

1. SDC Computational Year - the 12 month period from January 1 through December 31 of each calendar year.
2. SDC Reconciliation Year - the period from November 1 through October 31 immediately preceding the SDC Computational Year.
3. SDC Interim Period – the period from the effective date of this rider through October 31, 2015.

The SDC shall be filed with the Commission by December 1 of each year. The SDC shall become effective the following January 1, unless otherwise ordered by the Commission, and shall remain in effect for a period of one year, unless revised on an interim basis subject to the approval of the Commission. Upon determination that the SDC charges, if left unchanged, would result in material over or under-collection of all Storm Damage Costs incurred or expected to be incurred during the current 12-month period ending December 31, the Company may request the Commission for interim revisions to the SDC to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

At the conclusion of the period that this rider is in effect, the Company shall be authorized to recover or refund any reconciliations to be applied to Customer's bills under such mechanism the Commission may approve.

The SDC shall be subject to review and audit by the Commission.

RIDERS

RIDER C
UNIVERSAL SERVICE COST RIDER

A Universal Service Charge (“USC”) shall be applied to each kilowatt-hour delivered during a billing month to all Customers served under residential retail rate schedules under this Tariff, determined to the nearest one-thousandth of a cent per kilowatt-hour. The USC shall be non-bypassable.

For services rendered January 1, 2014 through December 31, 2014, the USC rates billed is 0.406 cents per kWh for all kWh. The USC shall be included in the distribution charges of the monthly bill,

The USC shall be calculated in accordance with the formula set forth below:

$$USC = [(US_c/S_{Res}) - (E/S_{Res})] \times [1/(1-T)]$$

Where:

USC = The charge in mills per kilowatt-hour to be applied to each kilowatt-hour delivered to all Customers served under residential retail rate schedules under this Tariff.

US_c = Universal Service Program Costs, which are the estimated direct, indirect and administrative costs to be incurred by the Company to provide Universal Service to Customers for the USC Computational Year for the following programs (“Universal Service Programs”):

- Customer Assistance and Referral for Evaluation of Services (“CARES”) Program
- Customer Assistance Program (“CAP”)
- Fuel Fund Administration
- Gatekeeper Program
- WARM (formerly LIURP) Program
- Any other replacement or Commission-mandated Universal Service Programs.

S_{Res} = The Company’s projected retail kilowatt-hour sales for the projected USC billing period for Customers served under residential retail rate schedules under this Tariff.

RIDERS

Rider C (continued)

- E= The over or under-collection of Universal Service Program costs that result from the billing of the USC during the USC Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E), including applicable interest. Interest shall be computed monthly as provided for in 41 P.S. § 202, the legal statutory interest rate, from the month the over or under-collection occurs to the month that the over-collection is refunded to or the under-collection is recovered from Customers.
- T = The Pennsylvania gross receipts rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

All capitalized terms not otherwise defined in this Rider shall have the definitions specified in the Definition of Terms section of this Tariff. For purposes of this Rider, the following additional definitions shall apply:

1. USC Computational Year - the 12 month period from January 1 through December 31 of each calendar year.
2. USC Reconciliation Year - the period from November 1 through October 31 immediately preceding the USC Computational Year.

The USC shall be filed with the Commission by December 1 of each year. The USC shall become effective the following January 1, unless otherwise ordered by the Commission, and shall remain in effect for a period of one year, unless revised on an interim basis subject to the approval of the Commission. Upon determination that the USC rates, if left unchanged, would result in material over or under-collection of all Universal Service Program Costs incurred or expected to be incurred during the current 12-month period ending December 31, the Company may request the Commission for interim revisions to the USC to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

The Company shall file a report of collections under the USC within forty-five (45) days following the conclusion of each Computational Year quarter.

The USC shall be subject to review and audit by the Commission.

RIDERS

RIDER D
NET METERING RIDER

PURPOSE:

This Rider sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system.

APPLICABILITY:

This Rider applies to renewable customer-generators served under Rate Schedules 10, GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46 who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) or Commission regulations and which will be operated in parallel with the Company's system. This Rider is available to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator's requirements for electricity. A renewable customer-generator is a non-utility owner or operator of a net metered generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Rate 10) or not larger than 3,000 kilowatts at other customer service locations (Rate GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46), except for Customers whose systems are above 3 megawatts and up to 5 megawatts who make their systems available to operate in parallel with the Company during grid emergencies as defined by the regional transmission organization or where a microgrid is in place for the purpose of maintaining critical infrastructure such as homeland security assignments, emergency services facilities, hospitals, traffic signals, wastewater treatment plants or telecommunications facilities provided that technical rules for operating generators interconnected with facilities of the Company have been promulgated by the Institute of Electrical and Electronic Engineers ("IEEE") and the Commission.

Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. This Rider is not applicable to Customers served under Borderline Service, Rule 18 Back-Up and Maintenance Service, Rate Schedule QF, any Lighting Rate Schedules or any Customers utilizing Station Power Energy Netting.

RIDERS

Rider D (continued)

Service under this Rider is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system.

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule 10, GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46.

1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.
2. If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.

Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The company shall, prior to taking title to any alternate energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for their disposition.

RIDERS

Rider D (continued)

3. Meter aggregation on properties owned or leased and operated by a customer-generator shall be allowed for purposes of net metering. Meter aggregation shall be limited to meters located on properties within two (2) miles of the boundaries of the customer-generator's property. Meter aggregation shall only be available for properties located within the Company's service territory. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis.

BILLING PROVISIONS:

The following billing provisions apply to customer-generators in conjunction with service under applicable Rate Schedule 10, GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46.

1. The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate, consistent with Commission regulations. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. The customer-generator is responsible for the distribution charge, demand charge and other applicable charges under the applicable Rate Schedule.
2. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the distribution charge, demand charge and other applicable charges under the applicable Rate Schedule.

RIDERS

Rider D (continued)

3. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the distribution charge, demand charge and other applicable charges under the applicable Rate Schedule.

4. If a net metering Customer served on Rate GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46 generates electricity such that the self-generation results in a 10% or more reduction in the customer's purchase of electricity through the Company's transmission and distribution network for any calendar year when compared to the calendar year immediately prior to the installation of the generation, the net metering Customer shall be responsible for its share of stranded costs to prevent interclass or intraclass cost shifting.

APPLICATION:

Customer-generators seeking to receive service under the provisions of this Rider must submit a written application to the Company demonstrating compliance with the Net Metering Rider provisions and quantifying the total rated generating capacity of the customer-generator facility.

RIDERS

Rider D (continued)

MINIMUM CHARGE:

The Minimum Charges under Rate Schedule 10, GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate, 20, 30, 35, 40, 44 and 46 apply for installations under this Rider.

RIDERS:

Bills rendered by the Company under this Rider shall be subject to charges stated in any other applicable Rider

RIDERS

RIDER F

PHASE II ENERGY EFFICIENCY AND CONSERVATION CHARGE RIDER

A Phase II Energy Efficiency and Conservation Charge ("Phase II EE&C-C") shall be applied to each Billing Unit during a billing month to Customers served under this Tariff. Billing Units are defined as follows:

Residential, Non-profit, Commercial, and Street Lighting Customer Class rates will be calculated to the nearest one-thousandth of a cent per kWh. Industrial Customer Class rates will be calculated to the nearest one-hundredth of a dollar per kW PLC. The Phase II EE&C-C rates shall be calculated separately for each Customer Class according to the provisions of this rider. For Residential Customers, the Phase II EE&C-C shall be included in the distribution charges of the monthly bill. For all other Customers, the Phase II EE&C-C shall be listed as a separate charge on the monthly bill.

For service rendered August 1, 2014 through May 31, 2015 the Phase II EE&C-C rates billed by Customer Class are as follows:

Residential Customer Class (Rate 10):

0.176 cents per kWh.

Non-profit Customer Class (Rate GS 20 – Volunteer Fire Company, and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate and Rate MS):

0.779 cents per kWh.

Commercial Customer Class (Rate GS 20, Rate GS 30):

0.085 cents per kWh.

Street Lighting Customer Class (Rate Schedules 51 through 58, 71, 72):

0.167 cents per kWh.

Industrial Customer Class (Rate GS-35, 40, 44, 46, and Tariff No. 38):

\$ 0.08 per kW PLC.

RIDERS

Rider F (continued)

The Phase II EE&C-C rates by Customer Class shall be calculated in accordance with the formula set forth below:

$$EEC-C = [(EEC_C - E) / S] \times [1 / (1 - T)]$$

$$EEC_C = EEC_{Exp1} + EEC_{Exp2} + EEC_{Exp3} + EEC_{Exp4}$$

Where:

EEC-C = The charge in cents or dollar per Billing Unit by Customer Class as defined by this rider applied to each Billing Unit for the Rate Schedules identified in this rider.

EEC_C = The Energy Efficiency and Conservation Costs by Customer Class incurred and projected to be incurred by the Company for the Phase II EE&C-C Computational Period calculated in accordance with the formula shown above.

EEC_{Exp1} = Costs incurred and projected to be incurred associated with the Customer Class specific Phase II EE&C Programs as approved by the Commission for the Phase II EE&C-C Computational Period by Customer Class. These costs also include an allocated portion of any indirect costs incurred associated with all the Company's Phase II EE&C Programs for the Phase II EE&C-C Computational Period. Such costs shall be allocated to each Customer Class based on the ratio of class-specific approved budgeted program costs to total approved budgeted program costs.

EEC_{Exp2} = An allocated portion of incremental administrative start-up costs incurred by the Company through May 31, 2013 in connection with the development of the Company's Phase II EE&C Programs in response to the Commission's orders and guidance at Docket Nos. M-2012-2289411 and M-2008-2069887. These costs to design, create, and obtain Commission approval for the Company's Phase II EE&C Programs include, but are not limited to, consultant costs, legal fees, and other direct and indirect costs associated with the development and implementation of the Company's Phase II EE&C Programs in compliance with Commission directives. Such costs shall be allocated to each Customer Class based on the ratio of class-specific approved budgeted program costs to total approved budgeted program costs.

RIDERS

Rider F (continued)

- EEC_{Exp3} = An allocated portion of the costs the Company incurs and projects to incur to fund the Commission's statewide evaluator contract which shall be excluded in the final determination of the Act 129 limitation on the Company's Phase II EE&C Programs costs. Such costs shall be allocated to each Customer Class based on the ratio of class-specific approved budgeted program costs to total approved budgeted program costs.
- EEC_{Exp4} = An allocated portion of any costs the Company incurs and projects to incur to fund any future Commission-approved demand response programs, or successor demand response programs. Such costs shall be allocated to each Customer Class based on the ratio of class-specific approved budgeted program costs to total approved budgeted program costs.
- E = The cumulative over or under-collection of Phase II EE&C costs by Customer Class that results from the billing of the Phase II EE&C-C rates (an over-collection is denoted by a positive E and an under-collection by a negative E).
- S = The Company's projected Billing Units (kWh sales delivered to all Customers in the specific Customer Class or kW PLC demand for the Industrial Customer Class).
- T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

All capitalized terms not otherwise defined in this rider shall have the definitions specified in the Definitions of Terms section of this Tariff. For the purpose of this Rider, the following additional definitions shall apply:

RIDERS

Rider F (continued)

1. Phase II EE&C-C Computational Period – The 12-month period from June 1 through May 31.
2. Phase II EE&C-C Reconciliation Period – The 12-month period ending March 31 each year thereafter, except for the Initial Reconciliation Period, for the duration of this rider.
3. Peak Load Contribution (“PLC”) – A Customer’s contribution to the Company’s transmission zone normalized summer peak load, as estimated by the Company in accordance with PJM rules and requirements.

The Company will submit to the Commission by May 1 of each year starting May 1, 2014: (1) a reconciliation between actual Phase II EE&C-C revenues and actual Phase II EE&C-C costs through March of that year, as adjusted for removal of gross receipts tax; (2) any adjustment to the forecasted Phase II EE&C-C revenues anticipated to be billed during April through May of that year, as adjusted for removal of gross receipts tax; (3) any adjustment to the Phase II EE&C costs based upon actual costs incurred through March and any revised estimates for future months (including, but not limited to, re-evaluation or re-design of Phase II EE&C Programs and re-allocation of Phase II EE&C Program Costs to the designated Rate Schedules), subject to the amount permitted to be recovered under 66 Pa.C.S. § 2806.1; (4) the subsequent effect of the EE&C cost adjustment, Billing Unit forecast update, and reconciliation to the Phase II EE&C-C rates adjusted for gross receipts tax, and levelized over the period of the upcoming June 1 and continuing through the following May 31; (5) the Phase II EE&C budget estimate for the forthcoming annual calculation period (June 1 through May 31) by rate class; and (6) any other changes or adjustments approved by the Commission pertaining to the implementation of the Phase II EE&C Plan. There shall also be a final reconciliation of amounts to be collected or refunded after May 31, 2016.

Upon determination that the Phase II EE&C-C rates, if left unchanged, would result in material over or under-collection of all recoverable costs incurred or expected to be incurred by Customer Class, the Company may request that the Commission approve one or more interim revisions to the Phase II EE&C-C rates to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

RIDERS

Rider F (continued)

The Company shall file an annual report of collections under this rider by June 30th of each year starting June 30, 2014 until the conclusion of this rider.

At the conclusion of the duration of this rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the Phase II EE&C-C rates shall be subject to annual review and audit by the Commission.

RIDERS

RIDER G

SMART METER TECHNOLOGIES CHARGE RIDER

A Smart Meter Technologies (“SMT”) Charge (“SMT-C”) shall be applied as a monthly Customer charge during each billing month to metered Customers served under this Tariff, determined to the nearest cent. The SMT-C rates shall be calculated separately for each Customer Class according to the provisions of this rider. For all Customers, the SMT-C shall be included in the distribution charges of the monthly bill.

For service rendered July 1, 2014 through December 31, 2014 the SMT-C rates billed by Customer Class are as follows:

Residential Customer Class (Rate Schedule 10):

\$0.00438 per kWh.

Commercial Customer Class (Rate Schedule 20, 30):

\$3.78 per month.

Industrial Customer Class (Rate Schedule 35, 40, 44, 46, 86 and Tariff No. 38):

\$3.44 per month

RIDERS

Rider G (continued)

The SMT-C rates by Customer Class shall be calculated in accordance with the formula set forth below:

$$\text{SMT-C} = [((\text{SMT}_C - E) / \text{ACCC}) / 12] \times [1 / (1 - T)]$$

$$\text{SMT}_C = \text{SMT}_{\text{Exp1}} + \text{SMT}_{\text{Exp2}}$$

Where:

SMT-C = The monthly charge by Customer Class as defined by this rider applied to each Customer billed under the Rate Schedules identified in this rider.

SMT_C = The Smart Meter Technologies Costs by Customer Class projected to be incurred by the Company for the SMT-C Computational Year calculated in accordance with the formula shown above.

SMT_{Exp1} = A projection of costs to be incurred associated with the Customer Class specific Smart Meter Technology Procurement and Installation Plan ("Plan") as approved by the Commission for the SMT-C Computation Year by Customer Class including carrying charges on capital costs, depreciation expense, and operational and maintenance expenses. These costs would also include an allocated portion of any projected indirect costs to be incurred benefiting all Customer Classes of the Company's Plan for the SMT-C Computational Year. Any reduction in operating expenses or avoided capital expenditures due to the Smart Metering Program will be deducted from the incremental costs of the Smart Meter Program to derive the net incremental cost of the Program that is recoverable. Such reductions shall include any reductions in the Company's current meter and meter reading costs.

RIDERS

Rider G (continued)

$SMT_{Exp2} =$ An allocated portion of incremental administrative start-up costs incurred by the Company through July 31, 2010 in connection with the development of the Company's Plan. These costs to design, create, and obtain Commission approval for the Company's Plan include, but are not limited to, consultant costs, legal fees, and other direct and indirect costs associated with the development and implementation of the Company's Plan in compliance with Commission directives. These costs shall be amortized over the 5-month period ending December 31, 2010. Interest will be calculated monthly on the average of the beginning and end of month cumulative balance of these costs as incurred and included in the determination of the monthly amortized amount. The interest shall be computed based on the legal rate determined pursuant to 41 P.S. § 202.

$E =$ The over or under-collection of SMT costs by Customer Class that results from the billing of the SMT-C rates during the SMT Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E), including applicable interest. Interest shall be computed monthly at the legal rate determined pursuant to 41 P.S. § 202, from the month the over or under-collection occurs to the month that the over-collection is refunded or the under-collection is recovered from Customers in the specific Customer Class. Any reduction in operating expenses or avoided capital expenditures due to the Smart Metering Program will be deducted from the incremental costs of the Smart Meter Program to derive the net incremental cost of the Program that is reconciled to the billed SMT-C rates during the SMT Reconciliation Year. Such reductions shall include any reductions in the Company's current meter and meter reading costs.

RIDERS

Rider G (continued)

- ACCC= The Company's projected Average Customer Class Count for the specific Customer Class for the SMT-C Computational Year.
- T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

All capitalized terms not otherwise defined in this rider shall have the definitions specified in the Definitions of Terms section of this tariff. For the purpose of this rider, the following additional definitions shall apply:

1. SMT-C Computational Year – The 12-month period from January 1 through the following December 31 with the exception of the initial SMT-C Computational Year that will be the 5-month period from August 1, 2010 through December 31, 2010.
2. SMT-C Reconciliation Year – The 12-month period ending June 30 immediately preceding the SMT-C Computational Year.

The initial SMT-C rates pursuant to this rider shall be effective August 1, 2010 through December 31, 2010. Subsequent SMT-C rates shall be filed with the Commission by August 1 of each year and the SMT-C rates shall become effective the following January 1, unless otherwise ordered by the Commission, and shall remain in effect for a period of one year, unless revised on an interim basis subject to the approval of the Commission. Upon determination that the SMT-C rates, if left unchanged, would result in material over or under-collection of all recoverable costs incurred or expected to be incurred during the then-current SMT-C Computational Year, the Company may request that the Commission approve one or more interim revisions to the SMT-C rates to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

RIDERS

Rider G (continued)

The Company shall file an annual report of collections under this rider within thirty (30) days following the conclusion of each SMT-C Reconciliation Year.

At the conclusion of the duration of this reconciliation rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the SMT-C rates shall be subject to annual review and audit by the Commission

RIDERS

RIDER H

PRICE TO COMPARE DEFAULT SERVICE RATE RIDER

A Price to Compare Default Service Rate (“PTC_{Default}”) shall be applied to each kWh of Default Service that Met-Ed delivers to Customers under this rider as determined to the nearest one-thousandth of a cent per kWh. The PTC_{Default} rate shall be billed to Customers receiving Default Service from the Company under this rider. The rates shall be calculated according to the provisions of this rider.

For service rendered September 1, 2014 through November 30, 2014 the PTC_{Default} rates billed by Customer Class are as follows:

Commercial Customer Class (Rate Schedules 20, 30, 51 - 58, 71 and 72):

\$0.06016 per kWh.

Residential Customer Class (Rate Schedule 10):

\$0.06254 per kWh

RIDERS

Rider H (continued)

The PTC_{Default} rates by Commercial or Residential Customer Class will be calculated at the end of each Default Service Quarter (three months ending March 31st, June 30th, September 30th, and December 31st) to be effective for the three-month period beginning on the first day of the third calendar month following the end of that Default Service Quarter (June 1st, September 1st, December 1st, and March 1st). The PTC_{Default} rate shall be calculated by Customer Class in accordance with the formula set forth below:

$$PTC_{Default} = [(PTC_{Current} + E)] \times [1 / (1 - T)]$$

$$PTC_{Current} = (PTC_{Current\ Cost\ Component} \times PTC\ LOSS_{Current}) + PTC_{Adm} + PTC_{NITS}$$

$$E = [((DS_{Exp1} + DS_{Exp2}) - PTC_{Rev} + DS_{Int}) / DS_{Sales}]$$

Where:

PTC_{Current} = The current cost component of the PTC_{Default} rate grossed up for line losses calculated by Commercial or Residential Customer Class determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider.

The computation of the PTC_{Current} component of the PTC_{Default} rate by Commercial or Residential Customer Class will use the following procedures:

PTC_{Current Cost Component} = The current cost component of the PTC_{Default} rate calculated by Customer Class determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider. This rate will be determined, by Customer Class, using the projected weighted cost of Default Service supply acquired by the Company to serve Default Service load and will include any AEPS expenses that may be incurred by the Company related to amendments to the AEPS Act that may occur subsequent to the effective date of the Supplier Master Agreement for the Default Service Supply Plan. The cost of Default Service supply will include the costs the Company incurs from any block and spot purchases as required by the terms of the Default Service Supply Plan.

RIDERS

Rider H (continued)

$PTC_{LOSS_{Current}}$ = Distribution line losses for energy that are determined by the applicable Loss Factors specified below:

Customer Class	Loss Factor
Commercial Customer Class	1.0515
Residential Customer Class	1.0515

PTC_{Adm} = An administrative fee for applicable administration costs by Customer Class determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider.

PTC_{NITS} = For the Residential Customer Class only, a Network Integration Transmission Service charge for block energy purchases, determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider.

E = The Price to Compare Default Service Reconciliation Rate component by Customer Class. The rate determined to the nearest one-thousandth of a cent per kWh by Customer Class shall be applied to each kWh of Default Service delivered to retail Customers by Customer Class under this rider.

RIDERS

Rider H (continued)

DS_{Exp1} = An allocated portion of the incremental start-up costs incurred by the Company through May 31, 2013 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the twenty-four (24) month period ending May 31, 2015, including but not limited to:

- Incremental start-up administrative costs including metering and billing costs incurred and other costs as necessary to provide service to retail Default Service Customers
- Other start-up costs incurred to develop and implement the competitive bid process for the retail Default Service Supply Plan for retail Default Service including legal, customer notice, and consultant fees
- The incremental administrative start-up costs associated with the portfolio procurements of the supply needed from block and spot purchases

Interest will be calculated monthly on the average of the beginning and the end of month balances of these costs and included in the determination of the monthly amortized amount. The monthly interest rate will be based upon the 41 P.S. § 202 statutory rate.

DS_{Exp2} = The cumulative costs to provide Default Service incurred by the Company for the respective Customer Class through the end of the previous Default Service Quarter, including but not limited to the following:

RIDERS

Rider H (continued)

- Payments made to winning bidders
- Any net energy costs associated with the portfolio procurements of the supply needed from block and spot purchases. These net energy costs will reflect the net proceeds from sales in the wholesale energy market of any excess energy purchased by the Company to provide Default Service that exceeds actual energy used.
- Any PJM related charges including capacity, operating reserve, transmission-related costs other than Non-Market Based Services Transmission Charges, and ancillary services associated with the portfolio procurements of the supply needed from block and spot purchases
- An allocated portion of administrative costs associated with the portfolio procurements of the supply needed from block and spot purchases
- An allocated portion of incremental administrative costs including metering and billing costs incurred and other costs as necessary to provide service to retail Default Service Customers
- All contingency plan implementation costs incurred during the supply period
- An allocated portion of other costs incurred to develop and implement the competitive bid process for Retail Default Service including legal, customer notice, and consultant fees
- AEPS expenses incurred by the Company related to amendments to the AEPS Act occurring subsequent to the effective date of the Supplier Master Agreement for the Default Service Supply Plan excluding such costs that are recovered through the Company's Solar Photovoltaic Requirements Charge Rider

RIDERS

Rider H (continued)

- The net AEPS expenses incurred by the Company associated with the portfolio procurements of the supply needed from block and spot purchases. These net AEPS expenses will reflect the net proceeds of sales of AEPS credits purchased that exceed the AEPS credits needed to meet AEPS requirements.
- The cost of credit when the Company is considered by PJM to be the load serving entity

$PTC_{Rev} =$ The cumulative revenues billed to Retail Customers by Customer Class for Default Service under the Default Service Supply Plan, excluding applicable Pennsylvania gross receipts tax, through the end of the most recent Default Service Quarter billed under the respective Customer Class $PTC_{Default}$ rates.

$DS_{Int} =$ The cumulative amount of carrying charges calculated on a monthly basis through the end of the most recent Default Service Quarter by Customer Class. Interest will be calculated monthly on the average balance of 1) the respective month's beginning balance of prior months' cumulative over or under collection of PTC_{Rev} compared to the sum of the amortized portion of DS_{Exp1} costs and DS_{Exp2} costs incurred to date including cumulative interest calculated thereon through the beginning of the month; and 2) the respective month's ending balance of cumulative over or under collection of PTC_{Rev} compared to the amortized portion of DS_{Exp1} costs and DS_{Exp2} costs incurred to date including cumulative interest calculated thereon through the beginning of the month. The monthly interest rate will be based upon the 41 P.S. § 202 statutory annual rate for under collections and based upon the 41 P.S. § 202 statutory annual rate plus two percent for (over) collections.

RIDERS

Rider H (continued)

DS_{Sales} = The Company's projected Default Service kWh sales to Retail Customers by Customer Class for the three-month billing period that the E rate component of the $PTC_{Default}$ rate will be in effect.

T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

Each change in the $PTC_{Default}$ rates will be filed with the Commission thirty (30) days prior to the effective date of the rate changes. The Company shall file details in support of the revised $PTC_{Default}$ rates.

At the conclusion of the duration of this reconciliation rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the $PTC_{Default}$ rates shall be subject to annual review and audit by the Commission.

RIDERS

RIDER I

HOURLY PRICING DEFAULT SERVICE RIDER

AVAILABILITY:

The charges billed under this rider are applicable to all Customers on Rate Schedules 35, 40, 44, 46, and 86 who elect to take Default Service from the Company. These charges are also applicable to Customers on Rate Schedules 20, and 30 on a voluntary basis who meet the metering requirements of this rider. Rates shall be billed under this rider on the next scheduled meter reading date after electing Default Service.

All Rate Schedules 20 and 30 Customers electing service under this rider must have smart meter technology installed as part of the Company's smart meter plan filed with and approved by the Commission.

Hourly Pricing Service Charges:

Customers participating in the Hourly Pricing Default Service Rider will be billed for usage based on the following calculation:

$$\text{Hourly Pricing Service Charges} = (\text{HP}_{\text{Energy Charge}} + \text{HP}_{\text{Cap-AEPS-Other Charge}} + \text{HP}_{\text{Administrative Charge}} + \text{HP}_{\text{Unc}} + \text{HP}_{\text{Reconciliation Charge}}) \times [1 / (1-T)]$$

HP Energy Charge per kWh:

$$\text{HP}_{\text{Energy Charge}} = \sum_{t=1}^n [\text{kWh}_t \times (\text{LMP}_t + \text{HP}_{\text{Anc}}) \times \text{HP}_{\text{Loss Multipliers}}]$$

Where:

n = Total number of hours in the billing period

t = An hour in the billing period

LMP = the "Real Time" PJM load-weighted average Locational Marginal Price for the APS Transmission Zone

HP_{Anc} = \$0.00200 per kWh for ancillary services

RIDERS

Rider I (continued)

HP _{Loss} Multipliers:	Rates 20 and 30	1.0899
	Rate 35	1.0678
	Rates 40, 41, 44, 46, and 86	1.0356

HP Cap-AEPS-Other Charge:

\$0.00568 per kWh representing the costs paid by the Company to the supplier for capacity, AEPS costs, and any other costs incurred by the supplier multiplied by the HP_{Loss} Multipliers. This charge is subject to quarterly adjustments.

HP Administrative Charge:

\$0.00028 per kWh representing the administrative costs incurred by the Company associated with providing Hourly Pricing Service.

HP Uncollectibles Charge:

\$0.00001 per kWh representing the generation-related unbundled uncollectible accounts expense associated with Hourly Pricing Default Service. This charge is subject to annual adjustment on June 1 of each year.

HP Reconciliation Charge:

The HP Reconciliation Charge Rate (“E_{HP}”) shall be applied to each kWh of Default Service that the Company delivers to Customers under this rider as determined to the nearest one-thousandth of a cent per kWh. The E_{HP} rate shall be included as a non-bypassable component billed to Customers receiving Default Service from the Company under this rider. The rate shall be calculated according to the provisions of this rider, and shall be calculated and applied equally to Customers under this rider and the Tariff No. 38 Hourly Pricing Default Service Rider. Reconciliation amounts that are not fully refunded or recovered as of May 31, 2013 will be included in the E_{HP} rate.

For service rendered September 1, 2014 through November 30, 2014, the E_{HP} rate is as follows:

HP Reconciliation Charge Rate = \$0.00145 per kWh

RIDERS

Rider I (continued)

The E_{HP} rate will be calculated at the end of each Default Service Quarter (three months ending March 31st, June 30th, September 30th, and December 31st) to be effective for the three-month period beginning on the first day of the third calendar month following the end of that Default Service Quarter (June 1st, September 1st, December 1st, and March 1st). The E_{HP} rate shall be calculated in accordance with the formula set forth below:

$$E_{HP} = ((DS_{HPExp1} + DS_{HPExp2}) - PTC_{HPRev} + DS_{HPInt}) / DS_{HPSales}$$

Where:

E_{HP} = The rate determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Customers under this rider.

DS_{HPExp1} = An allocated portion of the incremental start-up costs incurred by the Company through May 31, 2013 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the twenty-four (24) month period ending May 31, 2015 including but not limited to:

- Incremental start-up administrative costs including metering and billing costs incurred and other costs as necessary to provide service to retail Default Service Customers
- Other start-up costs incurred to develop and implement the competitive bid process for the retail Default Service Supply Plan including legal, customer notice, and consultant fees

Interest will be calculated monthly on the average of the beginning and the end of month balances of these costs and included in the determination of the monthly amortized amount. The monthly interest rate will be based upon the 41 P.S. § 202 statutory rate.

DS_{HPExp2} = The cumulative costs to provide Hourly Pricing Default Service incurred by the Company through the end of the previous Default Service Quarter including but not limited to the following:

RIDERS

Rider I (continued)

- Payments made to winning bidders
- Net AEPS expenses and AEPS expenses incurred by the Company related to amendments to the AEPS Act and/or related laws or regulations occurring subsequent to the effective date of the Supplier Master Agreement for the Default Service Supply Plan.
- An allocated portion of incremental administrative costs including metering and billing costs incurred and other costs as necessary to provide service to retail Default Service Customers
- All contingency plan implementation costs incurred during the supply period
- An allocated portion of other costs incurred to develop and implement the competitive bid process for retail Default Service including legal, customer notice, and consultant fees
- The cost of credit when the Company is considered by PJM to be the load serving entity

PTC_{HPRev} = The cumulative revenues, excluding any revenues associated with the HP Uncollectibles Charge and applicable Pennsylvania gross receipts tax, through the end of the most recent Default Service Quarter billed to Hourly Pricing Default Service Customers under this rider including the applicable E_{HP} rates.

DS_{HPInt} = The cumulative amount of carrying charges calculated on a monthly basis through the end of the most recent Default Service Quarter. Interest will be calculated monthly on the average balance of: 1) the respective month's beginning balance of prior months' cumulative over or under collection of PTC_{HPRev} compared to the sum of the amortized portion of DS_{HPExp1} costs and DS_{HPExp2} costs incurred to date including cumulative interest calculated thereon through the beginning of the month; and 2) the respective month's ending balance of cumulative over or under collection of PTC_{HPRev} compared to the amortized portion of DS_{HPExp1} costs and DS_{HPExp2} costs incurred to date including cumulative interest calculated thereon through the beginning of the month. The monthly interest rate will be based upon the 41 P.S. § 202 statutory annual rate for under collections and the 41 P.S. § 202 statutory annual rate plus two percent for (over) collections.

RIDERS

Rider I (continued)

DS_{HPSales} = The Company's projected Hourly Pricing Default Service kWh sales to retail Customers for the three-month billing period that the E_HP rate will be in effect.

Gross Receipts Tax:

T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

General:

Each change in the E_HP rate as well as other rates within this rider will be filed with the Commission thirty (30) days prior to the effective date of the rate changes. The Company shall file details in support of the revised rates.

At the conclusion of the duration of this reconciliation rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the E_HP rate shall be subject to annual review and audit by the Commission.

RIDERS

RIDER J

DEFAULT SERVICE SUPPORT RIDER

A Default Service Support (“DSS”) Rate shall be applied to DSS Sales delivered by the Company to Delivery Service Customers under this rider as determined to the nearest one-thousandth of a cent per kWh or dollar per kW NSPL, as applicable. The DSS Rate shall be billed to Customers receiving Delivery Service from the Company under this rider. The DSS Rates shall be calculated according to the provisions of this rider. The DSS Rider shall be non-bypassable.

For service rendered during the DSS Initial Computational Period and thereafter, the DSS Computational Year, the DSS rates billed by Rate Schedule are as follows:

<u>Rate Schedule</u>	<u>DSS Rates</u>
Rate Schedule 10	0.14925 cents/kWh
Rate Schedule 20	0.14925 cents/kWh
Rate Schedule 30	0.06286 cents/kWh
Rate Schedule 51	0.06286 cents/kWh
Rate Schedule 52	0.06286 cents/kWh
Rate Schedule 53	0.06286 cents/kWh
Rate Schedule 54	0.06286 cents/kWh
Rate Schedule 55	0.06286 cents/kWh
Rate Schedule 56	0.06286 cents/kWh
Rate Schedule 57	0.06286 cents/kWh
Rate Schedule 58	0.06286 cents/kWh
Rate Schedule 71	0.06286 cents/kWh
Rate Schedule 72	0.06286 cents/kWh
Rate Schedule 35	\$0.22
Rate Schedule 40	\$0.22
Rate Schedule 41	\$0.22
Rate Schedule 44	\$0.22
Rate Schedule 46	\$0.22
Rate Schedule 86	\$0.22

RIDERS

Rider J (continued)

The DSS Rates by Rate Schedule shall be calculated annually in accordance with the formula set forth below:

$$\text{DSS rate} = [\text{NMB} + \text{RE} + \text{CEC}] \times [1 / (1-\text{T})]$$

The components of the formula are defined below:

Default Service Related Uncollectibles

UE = A default service-related unbundled uncollectible accounts expense charge, determined by Customer Class and stated to the nearest one-thousandth of a cent per kWh to be applied to DSS Sales delivered by the Company to residential and commercial Delivery Service Customers under this rider. The UE reflects the default service-related portion of the uncollectible account expense based on revenues in the Company's 2014 distribution base rate case and the additional uncollectible accounts expense incurred by the Company as a result of providing Default Service under this tariff. This component of the DSS rate in this non-bypassable rider is non-reconcilable.

The unbundled uncollectible accounts expense associated with Default Service and a purchase of receivables program allocated to Delivery Service Customers on a non-bypassable, non-reconcilable basis will be Customer Class specific and will be adjusted annually on June 1 of each year based on the projected price of Default Service. Adjustments, if necessary, will be made to the uncollectible percentage in a future distribution base rate case or the start of the next Default Service Program, whichever occurs earlier

The UE charges by Customer Class to be included in DSS rates are as follows:

Commercial Customer Class:

0.004 cents per kWh

Residential Customer Class:

0.090 cents per kWh

RIDERS

Rider J (continued)

Non-Market Based Services Transmission Charges

$$\text{NMB} = (\text{NMB}_C - E) / S$$

Where:

NMB = The charge to be applied to Delivery Service Customers served under this rider for Non-Market Based Services Transmission Charge costs incurred by the Company.

NMB_C = Forecasted NMB costs applicable to the Company's DSS Sales. Forecasted NMB costs shall include FERC approved costs for PJM Regional Transmission Enhancement Plan charges, PJM Expansion Cost Recovery, as well as any other FERC-approved PJM transmission charges billed to the Company by PJM that will not be reconciled through the Company's Price To Compare Default Service Rate Rider and/or Hourly Pricing Default Service Rider and are approved by the Commission for recovery under this rider. Forecasted NMB costs are allocated to each Customer Class based upon each Customer Class's contribution to the total Company Network Service Peak Load.

E = The over or under-collection of the NMB_C that results from billing of the NMB during the DSS Reconciliation Year, including applicable interest. An over-collection is denoted by a positive E and an under-collection by a negative E. Interest shall be computed monthly at the legal statutory interest rate stated in 41 P.S. § 202, from the month the over or under-collection occurs to the month that the over-collection is refunded to or the under-collection is recovered from Delivery Service Customers.

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

RIDERS

Rider J (continued)

The NMB rates by Customer Class to be included in DSS Rates are as follows:Residential Customer Class:

\$ 0.00050 per kWh

Commercial Customer Class:

\$ 0.00055 per kWh

Industrial Customer Class:

\$ 0.207 per kW NSPL

Retail Enhancements

$$RE = [(RE_c - E) / S]$$

Where:

RE = The charge to be applied to Delivery Service Customers served under this rider for the Retail Enhancement Costs incurred by the Company.

RE_c = The Retail Enhancement Costs incurred by the Company to cover programming expenses and implementation costs associated with competitive market enhancements approved by the Commission.

E = The over or under-collection of the RE_c that results from billing of the RE during the DSS Reconciliation Year, including applicable interest. An over-collection is denoted by a positive E and an under-collection by a negative E. Interest shall be computed monthly at the legal statutory interest rate stated in 41 P.S. § 202, from the month the over or under-collection occurs to the month that the over-collection is refunded to or the under-collection is recovered from Delivery Service Customers.

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

RIDERS

Rider J (continued)

The RE rates by Customer Class to be included in DSS rates are as follows:

Industrial Customer Class:

\$0.000 per kW NSPL

Commercial Customer Class (Rate 20 and 30):

0.00001 cents per kWh

Residential Customer Class:

0.00004 cents per kWh

Customer Education Charges

$$CEC = (CEC_C - E) / S$$

Where:

CEC = The charge to be applied to Delivery Service Customers served under this rider for Customer Education Charges incurred by the Company.

CEC_C = Customer Education costs for the specific Customer Class to cover customer education costs associated with competitive market enhancements approved by the Commission, excluding costs being recovered by the Consumer Education Program Cost Recovery Rider.

E = The over or under-collection of the CEC_C that results from the billing of the CEC during the DSS Reconciliation Year, including applicable interest. An over-collection is denoted by a positive E and an under-collection by a negative E. Interest shall be computed monthly at the legal statutory interest rate stated in 41 P.S. § 202 from the month the over or under-collection occurs to the month that the over-collection is refunded to or the under-collection is recovered from Delivery Service Customers.

RIDERS

Rider J (continued)

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

The CEC rates by Customer Class to be included in DSS rates are as follows:

Industrial Customer Class

\$0.000 per kW NSPL

Commercial Customer Class (Rate Schedules 20 and 30):

\$(0.00005) cents per kWh

Residential Customer Class:

\$(0.00005) cents per kWh

Gross Receipts Tax

T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

All capitalized terms not otherwise defined in this Rider shall have the definitions specified in Section 2 of this Tariff. For purposes of this Rider, the following additional definitions shall apply:

1. DSS Sales – The kWh or kW NSPL delivered during a billing month to all Delivery Service Customers, as applicable to each Rate Schedule billed under the DSS Rider.
2. DSS Computational Year – The 12-month period from June 1 through the following May 31.
3. DSS Reconciliation Year – The 12-month period ending March 31 immediately preceding the DSS Computational Year.
4. DSS Initial Computational Period – the period from the effective date of this Rider through May 31, 2015. Thereafter, the DSS Computational Year will be in effect.

RIDERS

Rider J (continued)

The Company shall recalculate its DSS Rates annually and, based on that recalculation, shall file with the Commission, by May 1st of each year, revised Rates to become effective on June 1st of the same year unless the Commission orders otherwise. The revised DSS rates shall remain in effect for a period of one year, unless revised on an interim basis subject to the approval of the Commission. Upon determining that its DSS Rates, if left unchanged, would result in material over or under-collection of all costs incurred, or expected to be incurred, for DSS during the then current DSS Reconciliation Year, the Company may request that the Commission approve one or more interim revisions to its DSS Rates to become effective thirty (30) days from the date of filing, unless the Commission orders otherwise.

At the conclusion of the period during which this DSS Rider is in effect, the Company shall be authorized to recover or refund at any time, any remaining differences between recoverable costs and revenues billed under this rider by charges or credits to be applied to customer's bills under such mechanism the Commission may approve, but uncollectibles, which are non-reconcilable under the terms of this rider, shall not be included in the final reconciliation.

Application of the DSS rates shall be subject to annual review and audit by the Commission.

RIDERS

RIDER K
TIME-OF-USE DEFAULT SERVICE RIDERAVAILABILITY:

Time-Of-Use (“TOU”) default service (“TOU_{Default}”) is available under this Rider, upon the terms and conditions set forth herein, to the Residential Customer Class that: (1) have had smart meters installed pursuant to the Met-Ed Smart Meter Technology Procurement and Installation Plan following approval of that plan by the Commission; and (2) affirmatively elect to receive service under this Rider and comply with its enrollment procedures. Customers that apply for service under this Rider must agree, as a condition of service hereunder, to allow the Company to share their Customer information as defined in the Company’s Electric Generation Supplier Coordination Tariff with the EGS(s) that provides TOU_{Default}, subject to the requirements, restrictions and limitations, if any, of the Commission’s applicable regulations dealing with the release of Customer information.

Rates

Summer Period of service rendered June 1 – August 31:

On-Peak Rate shall be determined as follows:

$$\text{TOU}_{\text{Default On-Peak}} = \text{Residential Customer Class PTC}_{\text{Default}} \text{ Rate} \times 1.28$$

Off-Peak Rate shall be determined as follows:

$$\text{TOU}_{\text{Default Off-Peak}} = \text{Residential Customer Class PTC}_{\text{Default}} \text{ Rate} \times 0.82$$

Non-Summer Period:

$$\text{TOU}_{\text{Default}} = \text{Residential Customer Class PTC}_{\text{Default}} \text{ Rate}$$

RIDERS

Rider K (continued)

TOU_{Default}

Qualifying Customers that are enrolled to receive service under this Rider will obtain TOU default service from a Commission-certified EGS contracted to provide TOU default service pursuant to the terms and conditions of this Rider.

Each enrolled Customer must execute, and will receive service pursuant to, a Commission-approved consumer contract and disclosure statement with an EGS selected to furnish TOU default service until such time as Customer selects another option from the EGS, selects another EGS, or requests a return to Default Service consistent with existing switching rules or until the Commission orders changes to the TOU Default Service Rider. The consumer contract and disclosure statement will set forth terms of service specified by the EGS that are in addition to, but may not conflict with, the rates, terms and conditions of service set forth in this Rider.

The rates for TOU default service set forth in this Rider will be calculated at the end of each Default Service Quarter (three months ending June 30th, September 30th, December 31st, and March 31st) to be effective for the three-month period beginning on the first day of the third month following the end of the Default Service Quarter (September 1st, December 1st, March 1st, and June 1st).

On-Peak and Off-Peak Hours

The rates for TOU default service are different for On-Peak Hours and Off-Peak Hours during the months of June, July and August, and billed on a service rendered basis. The TOU default service rate for all other months will not reflect an On-Peak or Off-Peak differential. On-Peak Hours are all hours beginning 8:00 AM (800 hours) Eastern Standard Time and ending 8:00 PM (2000 hours) Eastern Standard Time each day from Monday through Friday excluding Independence Day. Off-Peak Hours are all hours not identified as On-Peak Hours.

Enrollment

Enrollment will occur consistent with the switching rules provided in the Company's Electric Generation Supplier Coordination Tariff.

RIDERS

Rider K (continued)

Customer Switching

A Customer that has enrolled in the TOU default service program remains eligible to return to standard Default Service. A Customer that has enrolled in the TOU default service program may, at any time, elect to receive another product from any EGS, including non-TOU default service from the EGS providing TOU default service to the Customer pursuant to this Rider.

Commission's Failure to Approve an EGS Contract and Alternative Rates

In the event the Commission does not approve a standard contract for use between the Company and participating EGSs or no EGS elects to provide TOU default service, Customers enrolled, or electing to enroll, in the TOU default service program will receive service under the terms and conditions of the Company's Price To Compare Default Service Rate Rider, and the TOU_{Default} rates shall be the rates set forth in such Price to Compare Default Service Rate Rider (including, without limitation, "E" Factor of such rates). During the Summer Period, the PTC_{Default} rate will be multiplied by 1.28 to establish the TOU_{Default On-Peak} rate during On-Peak Hours and multiplied by 0.82 to establish the TOU_{Default Off-Peak} rate during Off-Peak Hours.

EGS Withdrawal From Providing TOU Default Service

In the event an EGS providing service through the TOU Default Service Rider elects to withdrawal from providing such service, the Company may randomly reassign the Customers receiving TOU default service from such EGS to the remaining EGSs that are providing TOU default service on behalf of the Company.

Annual Review and Audit

The application of the TOU_{Default} rates under this Rider shall be subject to annual review and audit by the Commission.

RIDERS

RIDER L
PARTIAL SERVICES RIDER

AVAILABILITY/APPLICABILITY:

This Rider applies to general service customers having on-site non-synchronous generation equipment or synchronous equipment that does not qualify for Net Metering Rider capable of supplying a portion of their power requirements for other than emergency purposes. Electricity sold under this Rider may not be resold; nor may it be used to operate the auxiliary loads of the generating facilities while those facilities are generating electricity for sale.

All of the following general monthly charges are applicable to Delivery Service Customers.

GENERAL MONTHLY CHARGES:

Eighty-Six Dollars and Forty-Three Cents (\$86.43)/per month, plus the charges listed below, depending upon the voltage at which the Customer is being served and the services (i.e., Backup Demand and/or Maintenance Demand) selected by the Customer:

Distribution Charge	Backup Demand (Dollars/KW)	Maintenance Demand (Dollars/KW)
Secondary Voltage	\$3.00	\$3.00
Primary Voltage	\$0.92	\$0.92
Transmission Voltage	\$0.17	\$0.17

RIDERS

Rider L (continued)

PAYMENT TERMS:

As per Rule 13, Payment of Bills.

TERM OF CONTRACT:

Each Customer shall be required to enter into a Delivery Service contract with the Company for a minimum one (1) year term. If the Delivery Service contract is terminated by the Customer prior to its expiration, the Minimum Charge provisions of this Rate Schedule shall apply. If the Customer's capacity or service requirements increase, the Company, in its sole and exclusive judgment, may at any time require the Customer to enter into a new Delivery Service contract.

TERMS AND CONDITIONS:

- A. Except where modified by this RIDER L, the Customer shall be subject to the terms and conditions of the Rate Schedule that would otherwise apply to the Customer.
- B. Service under this RIDER L shall be supplied only at locations where, in the Company's sole and exclusive discretion, there exists lines and equipment of sufficient capacity to supply the service requested by the Customer.
- C. The Customer's total combined capacity for the Backup and Maintenance Service shall not exceed the capacity of the generator(s) or other source of power to the Customer that is experiencing the outage.
- D. The Customer's generators or other source of supply shall not be operated in parallel with the Company's lines except upon written consent of the Company or as defined under the contractual arrangements.
- E. The periods of the year to be considered peak periods are from December 15 through March 15 and May 31 through September 15. Non-peak periods shall be the remaining periods of the year. Peak and non-peak periods may be changed from time to time by the Company after giving notice to the Customer.
- F. For purposes of this RIDER L, the On-peak hours shall be defined as 9 a.m. - 9 p.m. weekdays with Off-peak hours encompassing all other hours.

RIDERS

Rider L (continued)

- G. The Company may, at its option, require the Customer to install metering equipment sufficient to verify the performance of the Customer's generating equipment.

GENERAL PROVISIONS:

A. BACKUP SERVICE:

1. Following the written request of the Customer indicating the amount of Backup Service required, the Company shall supply such service each month at the charges listed under General Monthly Charges.
2. During any billing period in which the Customer's generating equipment or other source of power experiences a forced or unscheduled outage which requires the Company to provide backup energy, the Customer shall be required to pay the Company for (i) the backup capacity at the charges listed in this Rate QF, General Monthly Charges, (ii) all capacity in excess of the specified capacity as Supplemental Service, and (iii) all energy purchased at the charges and applicable riders set forth in the Rate Schedule that would otherwise apply to said Customer.
3. During any billing period in which the Company is not required to provide energy to "backup" the Customer's generating equipment or other source of power, the Customer shall pay to the Company the charges listed under General Monthly Charges for backup capacity.

RIDERS

Rider L (continued)

4. Backup Service at the charges listed in this Rate QF, General Monthly Charges is limited to fifteen percent (15%) of the On-peak hours and fifteen percent (15%) of the Off-peak hours during any and all consecutive twelve-month billing periods. Backup Service beyond fifteen percent (15%) of the time during a particular consecutive twelve-month period shall be billed to the Customer by the Company as Supplement Service at the Rate Schedule that would otherwise apply to said Customer.
5. The Customer shall permit the Company to install metering on the customers generation at the customers expense (phone line) or the Customer is required to notify the Company of the failure of its generating equipment in order to invoke RIDER L Paragraph A2 of the Backup Service provision. The Company shall not be required to rebill the Customer if the Company is not notified of the equipment failure prior to the Company's scheduled billing date of the Customer's account.
6. Back-up Service Billing Demand shall be the Contract Demand for Back-up Service.
7. The Back-up Service Measured Demand shall equal the lesser of a) the difference between the generating capability of the Customer's generator less the actual amount generated in a 30 minute period as measured by Company's metering located on the Customer Generator, or as provided with documentation acceptable to the Company by the Customer, or b) the Back-up Service Billing Demand.

B. MAINTENANCE SERVICE:

1. At the option of the Company, Customers may schedule their maintenance outages at any and all hours, during the periods from March 15 to May 31, September 15 to December 15, July 4 and Labor Day. Customers may also schedule their maintenance outages during Off-peak hours of the remainder of the year. For purposes of this RIDER L, On-peak shall be defined as 9 a.m. - 9 p.m. weekdays, with all Off-peak hours being all other hours.
2. Customers who schedule their maintenance outages as set forth in RIDER L Paragraph B1 and who request maintenance service in accordance with RIDER L Paragraph B7, shall be billed by the Company at the charges listed under General Monthly Charges for the additional demands created during the scheduled outage up to the amount of requested maintenance power. In addition, the Customer shall be billed by, and pay to, the Company normal monthly charges including, but not limited to, the Monthly Minimum Charges, Demand Charges, Backup and Energy Charges at the Rate Schedule(s) that would otherwise apply to said Customer.

RIDERS

Rider L (continued)

3. The additional demands, subject to maintenance charges, created during the scheduled outage shall not exceed the specified Maintenance Service capacity. Maintenance Service at the charges listed under General Monthly Charges shall be limited to twenty-five percent (25%) of the time (i.e., hours) during any and all consecutive twelve (12) month periods. Maintenance Service beyond twenty-five percent (25%) of the time during a particular consecutive twelve (12) month period shall be billed by the Company at the Rate Schedule that would otherwise apply to said Customer.
4. When the Customer's scheduled maintenance outage of the generating facility cannot be scheduled in accordance with Rate QF Paragraph B1, the demand established shall be subject to the charges and conditions set forth in the applicable Rate Schedule that would otherwise apply to said Customer.
5. The Company may, at its option, allow a Customer to extend the maintenance outages into On-peak periods provided that the length of extension into these periods does not exceed five (5) days. The demands established during these periods shall be billed by the Company at the charges specified in General Monthly Charges.
6. The Customer shall provide thirty (30) days written advance notice to the Company of a scheduled maintenance outage and specify the amount of maintenance power required. The Company shall make the Maintenance Service available within (30) days before or after the Customer's requested maintenance outage.

C Supplement Service

1. All electric energy consumed in excess of Backup Service Measured Demand and or Maintenance Service Measured Demand shall be considered Supplemental Service. Supplemental Service shall be provided and billed under that rates, terms and conditions of the otherwise determined rate schedule

RIDERS

Rider L (continued)

2. Customers who wish to schedule their maintenance outages during periods other than those described in RIDER L Paragraph B1, may at the sole and exclusive discretion of the Company, do so on an interruptible basis. The Company may request that a Customer interrupt their scheduled maintenance outage during periods of system constraint, system emergency, or during periods of high cost energy purchases. When the Customer requests a scheduled interruptible maintenance outage, a non-interruptible Maintenance Service requirement, not to exceed one percent (1%) of the requested maintenance capacity, shall be specified. When the Company requests a Maintenance Service interruption, the Customer shall reduce its Maintenance Service requirements to the pre-determined non-interruptible base level within thirty (30) minutes of notification by the Company. Failure to do so shall result in the Company issuing a bill to the Customer for the demand established during the requested interruption in excess of the non-interruptible base at the demand charges set forth in the Rate Schedule that would otherwise apply to said Customer. The Company shall notify the Customer when a particular Maintenance Service Interruption is terminated.

RIDERS:

Bills rendered by the Company under this Rate Schedule are subject to the charges stated in any applicable Rider.

RIDERS

RIDER M
COGENERATION & SMALL POWER PRODUCTION
QUALIFYING FACILITY SERVICE RIDER
(Applicable to All Service Classifications)

Electricity produced by a “Qualifying Facility” (“QF”), as defined in § 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), with generating capacity of 500 KW or less shall be purchased by the Company in accordance with the terms of this Rider. Facilities with more than 500 KW of generating capacity or facilities that do not meet Federal Energy Regulatory Commission (“FERC”) certification requirements under § 210 of PURPA shall apply for specific contract terms. All energy or energy and capacity credits utilized in A. and B. of this Rider shall be determined in accordance with applicable Commission and FERC regulations.

A. ENERGY PURCHASES BY COMPANY:

1. The purchase price for all Net Electric Energy not under the Net Metering Rider supplied to the Company from the QF will be at Avoided Cost.
2. Avoided Cost shall be defined as the Real Time Location Marginal Price (“LMP”) and as utilized in Paragraph 2 hereof shall mean the Real Time LMP for each hour at the West Penn Power zone aggregate hourly integrated market marginal clearing price for all Net Electric Energy as specified on the PJM Interconnection, L.L.C. or successor’s website, which is currently www.pjm.com multiplied by seventy-five percent (75%).
3. Within sixty (60) days of the meter reading date, the Company shall render payment and furnish a written statement indicating the amount of energy received by the Company and the calculation of payment at applicable rates unless the QF has not delivered at least 5,000 KWH to the Company. In this instance, a statement will be rendered annually or within sixty (60) days of the meter reading that indicates at least 5,000 KWH has been delivered to the Company since the last statement. Each statement shall reflect the Company’s Twenty-Five Dollars (\$25.00) administrative charge. The Customer has thirty-five (35) days from the date of the payment to dispute a payment calculation. If after thirty-five (35) days from the date of the payment, the Customer has not contacted the Company, the payment and calculation shall be considered correct and accepted by the Customer
4. QFs with less than fifty (50) KW of generating capacity may select Net Energy Billing in accordance with the Company Policy set forth in B - Net Energy Billing Policy.

RIDERS

Rider M (continued)

B. NET ENERGY BILLING POLICY:

1. Where the potential for energy delivery to the Company is very small, the Company shall encourage the QF to interconnect with the Company's system and not sell surplus energy to the Company. Under these circumstances, the QF will avoid the cost of installing a second meter base since the Company will replace the normal KWH meter with a KWH meter with detent.
2. Where the QF elects to sell surplus energy to the Company, installation of a second meter base by the QF shall be required. The Company shall install two (2) KWH meters with detent. One (1) meter will record energy delivered from the Company to the Customer and supply the monthly billing determinants. The second meter will record energy delivered from the QF to the Company for the determination of the payment to the QF at a rate based upon the Company's average projected energy costs for the year ending December 31 of each filing year, as determined to the nearest 0.1¢ per KWH. Payment to the QF for energy delivered to the Company will be made annually, and a Twenty-Five Dollar (\$25.00) administrative charge, by the Company shall be reflected therein.

C. INTERCONNECTION COSTS:

1. QF shall pay any incremental, i.e., additional, interconnection costs above the costs to service the Customer's electrical load which the Company incurs in order to purchase power from the QF. These incremental interconnection costs shall not include site specific costs such as, but not limited to, line extensions, facilities changes, special facilities, and right-of-way costs.
2. Payments for the incremental interconnection costs may, at the option of the QF, be made either as (i) a lump sum payment, or (ii) time payments spread over a mutually agreeable period of five (5) years or less. When the QF chooses to spread the payment over a mutually agreeable time period, the payments to the Company shall include an interest payment equal to the Company's allowed rate of return on common equity as last approved by the Commission as of the date the payment agreement is consummated.
3. After the QF installs the necessary interconnection equipment, the Company may require an inspection prior to making the interconnection. The Company shall have this inspection conducted within 20 days of notice by the QF that the installation has been completed and shall provide the QF with the results of this inspection within five (5) working days.

RIDERS

Rider M (Continued)

D. SAFETY AND RELIABILITY

1. Interconnection with the Company's system requires the installation of projective equipment which, in the Company's judgment, provides safety for personnel, affords adequate protection against damage to the Company's system or to its Customer's property, and prevents interference with the Company's supply of service to others. After installation and at any time this rate is in effect, the Company shall have the right to inspect the facilities and their operation, and to inspect and test all protective equipment.
2. Parallel operation must cease immediately and automatically during system outages and other emergency or abnormal conditions specified by the Company. The QF must cease parallel operation upon notification by the Company if such operation is determined to be unsafe, interferes with the supply of service to others, or interferes with system maintenance or operation. The Company is not liable for and accepts no responsibility whatsoever for any loss, cost, expense, damage or injury to any person or property resulting from the use or presence of electric current or potential which originates from a QF's generation facilities, or is caused by failure of the QF to operate in compliance with Company requirements.
3. The QF generation equipment must be equipped with a Company-controlled manually operable disconnecting device capable of being locked in the open position. This device will allow isolation of the QF's generator from the Company system and may be located at the interconnection point or at the QF's generator. Interlocks must be provided to preclude paralleling the generator through any point other than the designated interconnection point.
4. Automatic reclosing shall not be installed on the interconnection disconnecting device.
5. Customer equipment must be equipped with a Company-approved overcurrent protective device and necessary relaying to interrupt generator fault current due to fault on the Company system.
6. The Customer may be required to install current limiting reactors to limit the magnitude of Customer-owned generator fault current.

RIDERS

Rider M (Continued)

- E. PURCHASE AGREEMENT: No contract is required for QFs who elect to receive the actual avoided cost at the time of the sale to the Company. In addition, those QFs of 50 kW or less that elect to have net energy billing do not require a written agreement. Those QFs greater than 500 kW wishing to use projections or levelized projections to sell power to the Company shall be required to sign a letter of agreement or other contract stating the terms of the transaction. No purchase will be made by the Company without such contract.