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March 1, 2022

Via Electronic Filing

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

**Re: Duquesne Light Company – Supplement No. 41 to Tariff Electric - PA P.U.C. No. 25
Docket No. M-2022-_____**

Dear Secretary Chiavetta:

Enclosed for filing, please find:

- Redline and final copies of Supplement No. 41 to Duquesne Light Company’s (“Duquesne Light” or the “Company”) Tariff Electric - PA. P.U.C. No. 25, comprising four (4) pages, with an issue date of March 1, 2022, and an effective date of April 30, 2022 (“Supplement No. 41”);
- Additional information regarding the tariff changes to be made by Supplement No. 41, as required under 52 Pa. Code § 53.52(a); and
- An Appendix A illustrating the function of the tariff provisions revised by Supplement No. 41.

Supplement No. 41 corrects and clarifies certain provisions of Rider No. 16 – Service to Non-Utility Generating Facilities (“Rider No. 16”) of the Company’s Tariff. The Company has identified certain language in Rider No. 16 that is inconsistent with the Rider’s intended function, as the Company explained such function in testimony in its recent distribution rate proceeding at Docket No. R-2021-3024750.¹ This errant language, if strictly applied, could result in the assessment of higher-than-intended charges to customers taking service under Rider No. 16. The Company is filing Supplement No. 41 primarily to correct this errant language, thereby avoiding these potential overcharges to customers and conforming Rider No. 16 to the Company’s (and, to the best of the Company’s belief, the rate case parties’) understanding and intent. Supplement No. 41 also makes non-substantive housekeeping updates to Rider No. 16 for clarity.

Each instance of errant language, and Supplement No. 41’s revision thereto, is explained in further detail herein. Notably, Supplement No. 41 will not increase rates for any customer. These changes are solely to customers’ benefit.

¹ Duquesne Light St. No. 17, Direct Testimony of Margot Everett, pp. 4-24.

Please do not hesitate to contact me with any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Michael Zimmerman".

Michael Zimmerman
Senior Counsel, Regulatory

Enclosures

Cc: Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant):

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Date: March 1, 2022



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

VERIFICATION

I, C. James Davis, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief, and I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).



Dated: March 1, 2022

DUQUESNE LIGHT COMPANY
Responses to 52 Pa. Code § 53.52 (a)
Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25

§ 53.52 Applicability; public utilities other than canal, turnpike, tunnel, bridge and wharf companies.

(a) Whenever a public utility other than a canal, turnpike, tunnel, bridge or wharf company files a tariff, revision or supplement effecting changes in the terms and conditions of service rendered or to be rendered, it shall submit to the Commission, with the tariff, revision, or supplement, statements showing all of the following:

(1) The specific reasons for each change.

Response:

Duquesne Light Company (“Duquesne Light” or “Company”) is filing Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25, comprising four (4) pages, to become effective on April 30, 2022 (“Supplement No. 41”).

The changes reflected in Supplement No. 41 are to correct and clarify certain provisions of Rider No. 16 – Service to Non-Utility Generating Facilities (“Rider No. 16”) of the Company’s Tariff.

A. Background

On January 4, 2022, the Company filed Supplement No. 36 to Tariff No. 25, with an effective date of January 15, 2022, as a compliance filing pursuant to the Commission’s Order entered December 16, 2021, in the Company’s base distribution rate proceeding at Docket No. R-2021-3024750 (“Order”). *Inter alia*, Supplement No. 36 revised Rider No. 16 consistent with the parties *Joint Petition for Approval of Settlement* filed September 3, 2021 (“Settlement”) in that proceeding. The revisions to Rider No. 16 included in Supplement No. 36 were identical to those included as Settlement Appendix A, as well as the revisions the Company proposed as part of Supplement No. 25, which was filed on April 16, 2021, and initiated the rate case.

The Company subsequently identified certain language in Rider No. 16 that is inconsistent with the Rider’s intended function, as the Company had explained such function in its rate case testimony.¹ This errant language, if strictly applied, could result in the assessment of higher-than-intended charges to customers taking service under Rider No. 16. The Company is filing Supplement No. 41 primarily to correct this errant language, thereby avoiding these potential overcharges to customers and conforming the Rider to the Company’s (and, to the best of the Company’s belief, the rate case parties’) understanding and intent.

¹ Duquesne Light St. No. 17, Direct Testimony of Margot Everett, pp. 4-24.

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Rider No. 16 distinguishes between “Back-Up Service” and “Supplementary Service.” Supplement No. 41 does not modify these terms, but they are summarized below, as their distinction informs Supplement No. 41’s changes to Rider No. 16.

- Back-Up Service is akin to standby service. It refers to an amount of distribution system capacity (measured in kilowatts or kW) that the customer does not ordinarily call upon, but which the Company reserves for the customer’s use when, for example, the customer’s behind-the-meter generation facility is offline. All service contracts with customers on Rider No. 16 specify the amount of Back-Up Service reserved for the customer, i.e., the customer’s Maintenance Contract Demand.
- Supplementary Service refers to the distribution system capacity that the customer regularly draws upon. Customers typically elect to receive Supplementary Service where their generation facility is not large enough to support their total electric demands. Supplementary Service is billed at the same general service rate applicable to the customer.

B. Changes

The primary changes to Rider No. 16 concern its definition of “As-Used Demand Billing Determinant.” The As-Used Demand Billing Determinant is used to calculate certain charges that apply where a customer served under Rider No. 16 calls upon Back-Up Service delivered by the Company during the Peak Period (i.e., the period between 12pm-10pm EST on all days in the months of June through September).

Under the present definition of “As-Used Demand Billing Determinant,” As-Used Demand charges would apply to a customer’s full Maintenance Contract Demand level where the customer draws on Back-Up Service during a Peak Period, even if the customer does not use their full Maintenance Contract Demand. Setting the As-Used Demand Billing Determinants to the Maintenance Contract Demand level would likely result in an overcollection, because it would apply As-Used Demand charges to used and unused Maintenance Contract Demand. This is not the Company’s intent: As-Used Demand charges are intended to apply only to customers’ actual used Maintenance Contract Demand. The portion of the revisions shown below in ***bold italics*** remedy this issue:

As-Used Demand Billing Determinant is the kW specified in the Contract as Maintenance Contract Demand that applies if the customer calls upon Back-Up Services during the Peak Period. The As-Used Demand Billing Determinant will be set to ~~***the Maintenance Contract Demand level if***~~ the customer’s actual maximum billing demand during the Peak Period of the billing period ***in excess of exceeds*** the Supplementary Contract Demand specified in the Contract, up to the Maintenance Contract Demand. The customer may be subject to additional Overage charges, as

DUQUESNE LIGHT COMPANY
Responses to 52 Pa. Code § 53.52 (a)
Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25

addressed further herein, for actual billing demand in excess of their combined Supplementary and Maintenance Contract Demand.

Additionally, the present definition of “As-Used Demand Billing Determinant” does not specify the maximum amount of As-Used Demand charges that a customer may incur. This presents an issue because Rider No. 16 separately provides for Overage Charges that apply where a customer’s actual demand substantially exceeds the amount of system capacity reserved for that customer. Thus, under the present definition, where a customer draws on a large amount of Back-Up Service during a Peak Period, they could be charged twice for the same excess demand: once as As-Used Demand, and again through an Overage Charge. This is not the Company’s intent, and would be corrected by the portion of the revisions shown below in ***bold italics***:

As-Used Demand Billing Determinant is the kW specified in the Contract as Maintenance Contract Demand that applies if the customer calls upon Back-Up Services during the Peak Period. The As-Used Demand Billing Determinant will be set to the ~~Maintenance Contract Demand~~ level if the customer’s actual maximum billing demand during the Peak Period of the billing period ~~in excess of~~ exceeds the Supplementary Contract Demand specified in the Contract, ***up to the Maintenance Contract Demand. The customer may be subject to additional Overage charges, as addressed further herein, for actual billing demand in excess of their combined Supplementary and Maintenance Contract Demand.***

Supplement No. 41 also revises the current billing provision for overage charges, which states, “The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum kW during the billing period and the customer’s Maintenance Contract Demand.” This language does not deduct a customer’s Supplementary demand from the kW that would be subject to an Overage Charge. In other words, where a customer incurs Overage Charges, they would be charged for Supplementary Service twice: once through their normal monthly Supplementary Contract Demand charge, and again through an Overage Charge. This is also not the Company’s intent: The Overage Charge of \$9.88 per kW should apply to the difference in actual maximum kW during the billing period and the customer’s combined Supplementary and Maintenance Contract Demands. The portion of the revisions shown below in ***bold italics*** remedy this issue:

Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum kW billing demand during the billing period and the customer’s ***combined Supplementary and*** Maintenance Contract Demand.

An illustration of the function of the current Rider No. 16, compared with Rider No. 16 as revised by Supplement No. 41, is attached hereto as Appendix A.

Finally, Supplement No. 41 makes non-substantive housekeeping updates to Rider No. 16 for clarity.

DUQUESNE LIGHT COMPANY
Responses to 52 Pa. Code § 53.52 (a)
Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25

(2) The total number of customers served by the utility.

Response:

Approximately 606,000.

(3) A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.

Response:

The change would affect two (2) customers.

(4) The effect of the change on the utility's customers.

Response:

The proposed changes will have no immediate effect on the Company's customers. The changes are intended to avoid the imposition of inadvertent charges. No such charges have been assessed to date.

(5) The effect, whether direct or indirect, of the proposed change on the utility's revenues and expenses.

Response:

The proposed change will have no effect on the Company's expenses, and is projected to yield a negligible reduction, if any, in its revenues.

Note that, to the extent the proposed change yields any reduction in revenue, such reduction would reflect revenue that the Company did not intend to collect. As such, any such revenue shortfall would be borne solely by the Company.

(6) The effect of the change on the service rendered by the utility.

Response:

The proposed change will have no impact on the service rendered by the utility.

DUQUESNE LIGHT COMPANY
Responses to 52 Pa. Code § 53.52 (a)
Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25

- (7) **A list of factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement as to why these factors were chosen and the relative importance of each. This subsection does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 Pa. C.S. § 1308 (relating to voluntary changes in rates).**

Response:

The Company's top priority was customer impact. These changes would prevent the imposition of certain higher-than-intended charges on Rider No. 16 customers. Also, these changes would not increase costs for any customers.

The Company also considered the intended function of Rider No. 16 as described in its rate case testimony. Although the errant Rider No. 16 language was included in the parties' Settlement in that proceeding, the Company believes that these language revisions better reflect the parties' mutual understanding of how Rider No. 16 was intended to function.

- (8) **Studies undertaken by the utility in order to draft its proposed change. This paragraph does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 Pa. C.S. § 1308.**

Response:

The Company did not undertake additional studies to draft its proposed change.

- (9) **Customer polls taken and other documents which indicate customer acceptance and desire for the proposed change. If the poll or other documents reveal discernible public opposition, an explanation of why the change is in the public interest shall be provided.**

Response:

The Company did not conduct polls to gauge customer desire for the proposed change.

- (10) **Plans the utility has for introducing or implementing the changes with respect to its ratepayers.**

Response:

DUQUESNE LIGHT COMPANY
Responses to 52 Pa. Code § 53.52 (a)
Supplement No. 41 to Tariff Electric – PA. P.U.C. No. 25

Upon filing, the Company will post Supplement No. 41 to its public website (<https://duquesnelight.com/service-reliability/service-map/rates/tariff-resources>) under the “Pending Supplements” section, where it will be maintained until final Commission order on this matter.

The Company will also directly contact the customers served under Rider No. 16 to explain the change.

(11) F.C.C., F.E.R.C., or Commission orders or rulings applicable to this filing.

Response:

Other than the Commission’s Order approving the Settlement, the Company is not aware of any F.C.C., F.E.R.C., or Commission orders or rulings applicable to this filing.

Appendix A
 Duquesne Light Company
 Rider No. 16 - Billing Examples

Current Tariff Language			
		Example 1	Example 2
Billing Determinants			
A	Actual Maximum Billing Demand	500	1100
B	Supplementary Contract Demand	400	400
C	Maintenance Contract Demand	600	600
Rider No. 16 - Back-Up Service Charges			
D	Maintenance Rate	\$3.09	\$3.09
E=CxD	Monthly Maintenance Charge	\$1,854	\$1,854
F	As-Used Demand	600	600
G	As-Used Rate	\$6.79	\$6.79
H=FxG	Monthly As Used Charge	\$4,074	\$4,074
I	Overage Demand	-	500
J	Overage Rate	\$9.88	\$9.88
K=I*J	Overage Charge	-	\$4,940
L=E+H+K	Total Rider 16 Charges	\$5,928	\$10,868
Updated Tariff Language			
		Example 1	Example 2
Billing Determinants			
M	Actual Maximum Billing Demand	500	1100
N	Supplementary Contract Demand	400	400
O	Maintenance Contract Demand	600	600
Rider No. 16 - Back-Up Service Charges			
P	Maintenance Rate	\$3.09	\$3.09
Q=OxP	Monthly Maintenance Charge	\$1,854	\$1,854
R	As-Used Demand	100	600
S	As-Used Rate	\$6.79	\$6.79
T=RxS	Monthly As Used Charge	\$679	\$4,074
U	Overage Demand	-	100
V	Overage Rate	\$9.88	\$9.88
W=UxV	Overage Charge	-	\$988
X=Q+T+W	Total Rider 16 Charges	\$2,533	\$6,916
Y=X-L	Difference	(\$3,395)	(\$3,952)

The two examples assume a customer with total contracted demand equal to 1,000kW, and a generator with capacity of 600kW. The customer's contract would specify that the Supplementary Contract Demand is 400kW and the Maintenance Contract Demand is 600kW. Both examples occur during a Peak Period (i.e. period between 12pm and 10pm EST on all days in the months of June through September).

Focusing on example 1, the customer experiences an actual maximum billing demand of 500kW, thereby exceeding their Supplementary Contract Demand (400kW) and calling upon 100kW of Back-Up Service. Under present tariff language, the As-Used Demand Billing Determinant would be set to the customer's full Maintenance Contract Demand (i.e. 600kW). The Company is proposing to modify the tariff language whereas if the same customer called upon back-up service during a Peak Period, the As-Used Demand Billing Determinant would be set to the customer's actual maximum billing demand during the peak period in excess of the Supplementary Contract Demand (i.e. 400kW) specified in the Contract, up to the Maintenance Contract Demand (i.e. 600kW). In this example, the customer's As-Used Demand would be their Actual Maximum Demand (i.e. 500 kW) less their Supplementary Contract Demand (i.e. 400 kW), equating to 100 kW.

Focusing on example 2, the customer experiences an actual maximum billing demand of 1,100kW, thereby exceeding their Supplementary Contract Demand (400kW) plus their Maintenance Contract Demand (600kW) by an additional 100kW. The customer's actual use results in an overage of 500kW under the current tariff provisions (i.e. "Overage charges will also apply if the customer exceeds Maintenance Demand by 10% or more. The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum kW during the billing period and the customer's Maintenance Contract Demand."). The Company is proposing to modify the tariff language to deduct Supplementary Demand from the kW subject to overage charges, such that the same customer would incur an overage of 100kW (i.e. "Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum bill demand during the billing period and the customer's combined Supplementary and Maintenance Contract Demands.")



SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue

Pittsburgh, PA 15219

Kevin E. Walker

President and Chief Executive Officer

ISSUED: March 1, 2022

EFFECTIVE: April 30, 2022

Issued to clarify language in Rider No. 16 - Service to Non-Utility Generating Facilities.

NOTICE

**THIS TARIFF SUPPLEMENT REVISES LANGUAGE IN AN EXISTING RIDER
FOR CLARITY AND HOUSEKEEPING PURPOSES**

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

Rider No. 16 – Service to Non-Utility Generating Facilities

**Third Revised Page No. 123
Cancelling Second Revised Page No. 123**

**Third Revised Page No. 124
Cancelling Second Revised Page No. 124**

Language in the “As-Used Demand Billing Determinant” definition and in the “Overage Charge” description under “Distribution” is being revised to reflect the intended design of the Rider, as articulated in the Company’s testimony in Statement No. 17 of its 2021 Distribution Rate Case at Docket No. R-2021-3024750 (Order Entered December 16, 2021).

Rider No. 16 – Service to Non-Utility Generating Facilities

**Third Revised Page No. 123
Cancelling Second Revised Page No. 123**

**Third Revised Page No. 124
Cancelling Second Revised Page No. 124**

Language within Rider No. 16 – Service to Non-Utility Generating Facilities is being revised for housekeeping purposes.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

The following applies to non-utility generating facilities including, but not limited to cogeneration and small power production facilities that are qualified in accord with Part 292 of Chapter I, Title 18, Code of Federal Regulations (qualifying facility). Electric energy will be delivered to a non-utility generating facility in accord with the following:

A. DEFINITIONS

Contract is the signed agreement between the customer and the Company that is executed upon the customer's request to select Rider No. 16 service. Among other things, the Contract specifies the contractual demand levels for Back-Up Service and Supplementary Service that are defined below.

Supplementary Service is distribution service provided by the Company, inclusive of distribution services included in the applicable monthly customer charge, to a non-utility generating facility and regularly used in addition to that electric energy which the non-utility generating facility generates itself. The Company's regular and appropriate General Service Rates will be utilized for billing for Supplementary Service.

Back-Up Service is distribution services provided by the Company to a non-utility generating facility during any outage of the non-utility generating facility's electric generating equipment or otherwise, to replace electric energy ordinarily generated by the non-utility generating facility's generating equipment.

Base Period is the twelve consecutive monthly billing periods applicable to the customer ending one month prior to the installation of new on-site generation or increase in capacity to existing on-site supply.

Supplementary Contract Demand may be established and represents the threshold demand for Supplementary Service to the customer's facility.

Maintenance Contract Demand is the maximum electrical capacity in kilowatts that the Company shall be required by the contract to deliver to the customer for Back-Up Service and is in addition to Supplementary Contract Demand.

Peak Period is the period between 12pm and 10pm EST on all days in the months of June through September.

Supplementary Service Billing Determinants is the kW specified in the Contract with the customer for Supplementary Service.

Maintenance Demand Service Billing Determinants is the kW specified in the Contract as Maintenance Contract Demand with the customer for Back-Up Service. This Billing Determinant is applied every billing period regardless of whether the customer calls upon Back-Up Service during the billing period. (C)

As-Used Demand Billing Determinant is the kW specified in the Contract as Maintenance Contract Demand that applies if the customer calls upon Back-Up Services during the Peak Period. The As-Used Demand Billing Determinant will be set to the customer's actual maximum billing demand during the Peak Period of the billing period in excess of the Supplementary Contract Demand specified in the Contract, up to the Maintenance Contract Demand. The customer may be subject to additional Overage charges, as addressed further herein, for actual billing demand in excess of their combined Supplementary and Maintenance Contract Demand. (C)
(C)
(C)
(C)
(C)

(C) – Indicates Change

ISSUED: MARCH 1, 2022

EFFECTIVE: APRIL 30, 2022

STANDARD CONTRACT RIDERS - (Continued)

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

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

A. DEFINITIONS – (Continued)

Distribution Base Period Billing Determinants are the billing demand (kW) for the month in the Base Period corresponding to the current billing month under which the on-site generation is operable. For new customers, the Company will use existing procedures to estimate the Distribution Base Period Billing Determinants. (C)

Supply Billing Determinants for customers not being served by an Electric Generation Supplier (“EGS”). Supply Billing Determinants for customers on Rate GL, GLH, and L shall be the billing determinants for the current billing month then in effect under Rider No. 9 – Day-Ahead Hourly Price Service. Supply Billing Determinants for customers on Rate GM and GMH shall be the billing determinants for the current billing month then in effect under Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable. (C)
(C)
(C)
(C)

B. BACK-UP SERVICE

The Company will supply Back-Up Service at the following rates for customers with an executed contract for service under this Rider: (C)
(C)

DISTRIBUTION

A distribution charge of \$3.09 per kW shall be applied to the Back-Up Service Maintenance Demand Billing Determinants.

The Maintenance Contract Demand distribution charges will be applied in each month based on the customer’s Maintenance Contract Demand without regard to actual usage.

An additional distribution charge of \$6.79 per kW shall be applied to the Back-Up Service As-Used Contract Demand Billing Determinants. The As-Used Contract Demand distribution charge will be applied in each month based on the customer’s As-Used Contract Demand if the customer calls upon Back-Up service during the Peak Period.

Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum billing demand during the billing period and the customer’s combined Supplementary and Maintenance Contract Demands. No additional charges will apply to the As-Used Contract Demand Charge. (C)
(C)
(C)
(C)

If actual usage of Back-Up Service exceeds zero for more than 15% of the hours in any Base Period, then those hours above the 15% threshold will be counted toward the billing on the customer’s applicable general service rates, including all ratchets applicable.



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(For List of Communities Served, see Pages No. 4 and 5)

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Third Revised Page No. 124
Cancelling Second Revised Page No. 124

Language in the “As-Used Demand Billing Determinant” definition and in the “Overage Charge” description under “Distribution” is being revised to reflect the intended design of the Rider, as articulated in the Company’s testimony in Statement No. 17 of its 2021 Distribution Rate Case at Docket No. R-2021-3024750 (Order Entered December 16, 2021).

Rider No. 16 – Service to Non-Utility Generating Facilities Third Revised Page No. 123
Cancelling Second Revised Page No. 123

Third Revised Page No. 124
Cancelling Second Revised Page No. 124

Language within Rider No. 16 – Service to Non-Utility Generating Facilities is being revised for housekeeping purposes.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 16 - SERVICE TO NON-UTILITY GENERATING FACILITIES

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

The following applies to non-utility generating facilities including, but not limited to cogeneration and small power production facilities that are qualified in accord with Part 292 of Chapter I, Title 18, Code of Federal Regulations (qualifying facility). Electric energy will be delivered to a non-utility generating facility in accord with the following:

A. DEFINITIONS

Contract is the signed agreement between the customer and the Company that is executed upon the customer's request to select Rider No. 16 service. Among other things, the Contract specifies the contractual demand levels for Back-Up Service and Supplementary Service that are defined below.

Supplementary Service is distribution service provided by the Company, inclusive of distribution services included in the applicable monthly customer charge, to a non-utility generating facility and regularly used in addition to that electric energy which the non-utility generating facility generates itself. The Company's regular and appropriate General Service Rates will be utilized for billing for Supplementary Service.

Back-Up Service is distribution services provided by the Company to a non-utility generating facility during any outage of the non-utility generating facility's electric generating equipment or otherwise, to replace electric energy ordinarily generated by the non-utility generating facility's generating equipment.

Base Period is the twelve consecutive monthly billing periods applicable to the customer ending one month prior to the installation of new on-site generation or increase in capacity to existing on-site supply.

Supplementary Contract Demand may be established and represents the threshold demand for Supplementary Service to the customer's facility.

Maintenance Contract Demand is the maximum electrical capacity in kilowatts that the Company shall be required by the contract to deliver to the customer for Back-Up Service and is in addition to Supplementary Contract Demand.

Peak Period is the period between 12pm and 10pm EST on all days in the months of June through September.

Supplementary Service Billing Determinants is the kW specified in the Contract with the customer for Supplementary Service.

Maintenance Demand Service Billing Determinants is the kW specified in the Contract as Maintenance Contract Demand with the customer for Back-Up Service. This Billing Determinant is applied every billing period regardless of whether the customer calls upon Back-Up Service during the billing period. (C)

As-Used Demand Billing Determinant is the kW specified in the Contract as Maintenance Contract Demand that applies if the customer calls upon Back-Up Services during the Peak Period. The As-Used Demand Billing Determinant will be set to ~~the Maintenance Contract Demand level~~ if the customer's actual maximum billing demand during the Peak Period of the billing period ~~in excess of exceeds~~ the Supplementary Contract Demand specified in the Contract, up to the Maintenance Contract Demand. The customer may be subject to additional Overage charges, as addressed further herein, for actual billing demand in excess of their combined Supplementary and Maintenance Contract Demand. (C)
(C)
(C)
(C)
(C)
(C)

(C) – Indicates ChangeISSUED: ~~JANUARY 4, 2022~~ MARCH 1, 2022EFFECTIVE: ~~JANUARY 15, 2022~~ APRIL 30, 2022

STANDARD CONTRACT RIDERS - (Continued)

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

(Applicable to Rates GM < 25, GM ≥ 25, GMH, GL, GLH and L)

A. DEFINITIONS – (Continued)

Distribution Base Period Billing Determinants are the billing demand (kW) for the month in the Base Period corresponding to the current billing month under which the on-site generation is operable. For new customers, the Company will use existing procedures to estimate the Distribution Base Period Billing Determinants. (C)

Supply Billing Determinants for customers not being served by an Electric Generation Supplier (“EGS”). Supply Billing Determinants for customers on Rate GL, GLH, and L shall be the billing determinants for the current billing month then in effect under Rider No. 9 – Day-Ahead Hourly Price Service. Supply Billing Determinants ~~for~~ customers for customers on Rate ~~GS~~/GM and GMH shall be the billing determinants for the current billing month then in effect under Rider No. 8 – Default Service Supply or Rider No. 9 – Day-Ahead Hourly Price Service, as applicable. (C)
(C)
(C)
(C)

B. BACK-UP SERVICE

The Company will supply Back-Up Service at the following rates for customers with an executed contract for service under this Rider: (C)
(C)

DISTRIBUTION

A distribution charge of \$3.09 per kW shall be applied to the Back-Up Service Maintenance Demand Billing Determinants.

The Maintenance Contract Demand distribution charges will be applied in each month based on the customer’s Maintenance Contract Demand without regard to actual usage.

An additional distribution charge of \$6.79 per kW shall be applied to the Back-Up Service As-Used Contract Demand Billing Determinants. The As-Used Contract Demand distribution charge will be applied in each month based on the customer’s As-Used Contract Demand if the customer calls upon Back-Up service during the Peak Period.

Overage charges will also apply if the customer exceeds their Maintenance Contract Demand by 10% or more. The Maintenance Overage Charge of \$9.88 per kW shall be applied to the difference in actual maximum kW-billing demand during the billing period and the customer’s combined Supplementary and Maintenance Contract Demands. No additional charges will apply to the As-Used Contract Demand Charge. (C)
(C)
(C)
(C)

If actual usage of Back-Up Service exceeds zero for more than 15% of the hours in any Base Period, then those hours above the 15% threshold will be counted toward the billing on the customer’s applicable general service rates, including all ratchets applicable.