Joint Applicants Statement No. 1

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT APPLICATION OF METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY, PENNSYLVANIA POWER COMPANY, WEST PENN POWER COMPANY, MID-ATLANTIC INTERSTATE TRANSMISSION COMPANY, KEYSTONE APPALACHIAN TRANSMISSION COMPANY AND FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

METROPOLITAN EDISON COMPANY
DOCKET NO. _____

PENNSYLVANIA ELECTRIC COMPANY
DOCKET NO. _____

PENNSYLVANIA POWER COMPANY
DOCKET NO. _____

WEST PENN POWER COMPANY
DOCKET NO. _____

MID-ATLANTIC INTERSTATE TRANSMISSION COMPANY
DOCKET NO. _____

KEYSTONE APPALACHIAN TRANSMISSION COMPANY
DOCKET NO. _____

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY
DOCKET NO. _____

Direct Testimony
of
Joanne M. Savage

<u>List of Topics Addressed</u>

Overview of the Transaction
Benefits of the Proposed Transaction
Impact on Customers, Employees, and the Competitive Marketplace

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DIRECT TESTIMONY
OF
JOANNE M. SAVAGE

I. INTRODUCTION AND BACKGROUND

Q. Please state your name, title, and business address.

A. My name is Joanne M. Savage. I am the Director of the Rates and Regulatory Affairs Department – Pennsylvania at FirstEnergy Service Company ("FESC"), a direct, wholly-owned subsidiary of FirstEnergy Corp. ("FirstEnergy"). My business address is 2800 Pottsville Pike, Reading, Pennsylvania 19605.

Q. Please describe your responsibilities as the Director of the Rates and Regulatory Affairs Department – Pennsylvania.

A. I oversee activities related to the regulation of FirstEnergy's wholly-owned Pennsylvania electric distribution operating companies ("EDCs"), which include: Metropolitan Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec"), Pennsylvania Power Company ("Penn Power"), and West Penn Power Company ("West Penn"). I will collectively refer to these EDCs as the "Pennsylvania OpCos." I report directly to the Vice President of Rates and Regulatory Affairs and am responsible for the development, coordination, preparation, and presentation of the Pennsylvania OpCos' rate-related matters before the Pennsylvania Public Utility Commission ("PaPUC" or "Commission") and the New York Public Service Commission ("NYPSC"). I am also responsible for administering the Pennsylvania OpCos' tariffs, including developing retail electric rates, rules, and regulations, and ensuring their uniform application and interpretation.

Q. What is your educational and professional background?

A. I received a Bachelor of Science in Accounting and Finance from Albright College and a Master of Business Administration in Corporate Finance from Alvernia University. I have been employed by FESC since 2005 and have held various positions of increasing responsibility in the Rates and Regulatory Affairs Department during my tenure here. I assumed my current position in March 2019. My work experience is more fully described in Appendix A of my testimony.

Q. Have you ever testified before the PaPUC?

A. Yes. I have testified before the PaPUC in various rate-related proceedings, as more fully described in Appendix A of my testimony.

Q. On whose behalf are you testifying in this proceeding?

A. I am testifying on behalf of Met-Ed, Penelec, Penn Power, West Penn, FirstEnergy Pennsylvania Electric Company ("FE PA"), Mid-Atlantic Interstate Transmission, LLC ("MAIT") and Keystone Appalachian Transmission Company ("KATCo"). I will hereinafter collectively refer to these entities as the "Companies" or the "Joint Applicants." My testimony applies to all of the Companies, unless otherwise stated.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide a general overview of the proposed transaction ("Transaction") under which: (1) Met-Ed, Penelec, Penn Power and West Penn will merge into one legal entity, FE PA; (2) FirstEnergy will purchase the Class B interests in MAIT that are currently held by Met-Ed and Penelec; and (3) West Penn will contribute the transmission assets it owns and operates to KATCo, a subsidiary of FirstEnergy

("Transmission Assets"). I will also testify regarding FE PA's request for a certificate of public convenience to begin to provide electric distribution service in the combined service territories of the Pennsylvania OpCos and KATCo's request for a certificate of public convenience to provide transmission service. I will further explain why approving the Transaction will not diminish the Commission's authority or ability as it exists today to monitor and investigate anti-competitive behavior in relation to the underlying transmission assets. Finally, I will detail the benefits of the Transaction as a whole.

Q. Are you sponsoring any exhibits as part of your testimony?

A. Yes. I am sponsoring the following exhibits with my testimony:

- Joint Applicants Exhibit JMS-1 - Map of Metropolitan Edison Company Service Territory and List of Communities Served
- Joint Applicants Exhibit JMS-2 - Map of Pennsylvania Electric Company Service Territory and List of Communities Served
- Joint Applicants Exhibit JMS-3 - Map of Pennsylvania Power Company Service Territory and List of Communities Served
- Joint Applicants Exhibit JMS-4 - Map of West Penn Power Company Service Territory and List of Communities Served
- Joint Applicants Exhibit JMS-5 - Pre-Transaction Corporate Organization Chart
- Joint Applicants Exhibit JMS-6 - Map of Post-Transaction Service Territory of FE PA
- Joint Applicants Exhibit JMS-7 - Pro Forma Post-Transaction Corporate Organization Chart
- Joint Applicants Exhibit JMS-8 - FE PA Retail Tariff

- Joint Applicants Exhibit JMS-9 - FE PA Electric Generation Supplier Coordination Tariff
- Joint Applicants Exhibit JMS-10 - FE PA Third Party Data Access Tariff
- Joint Applicants Exhibit JMS-11 - Table of Consolidation Retail Tariff Revisions
- Joint Applicants Exhibit JMS-12 - Table of Consolidation Supplier Tariff Revisions.

Q. Were these exhibits prepared by you or under your direction and supervision?

A. Yes.

Q. Please identify any other witnesses submitting direct testimony on behalf of the Joint Applicants in this proceeding.

A. Three other witnesses will also sponsor direct testimony in this proceeding on behalf of the Companies. Those witnesses and topics include:

- Amy S. Patterson (Joint Applicants Statement No. 2), who will provide an accounting overview of the Transaction, explain the accounting benefits of the Transaction, and explain several of the affiliated interest agreements associated with the Transaction.
- Ermal Fatusha (Joint Applicants Statement No. 3), who will provide an overview of the steps required to consummate the Transaction, outline the financing of the Transaction, describe the financial benefits of the Transaction, and explain certain of the affiliated interest agreements associated with the Transaction.
- Sally A. Thomas (Joint Applicants Statement No. 4), who will provide an overview of the Transmission Planning Process, FirstEnergy's Energizing the Future Program, and the operational benefits associated with the contribution of West Penn's Transmission Assets to KATCo.

II. OVERVIEW OF THE PROPOSED TRANSACTION

Q. Please provide an overview of the Joint Applicants' request in this proceeding.

A. As fully discussed in the Joint Application, the Companies are requesting that the PaPUC approve: (1) the merger of Met-Ed, Penelec, Penn Power, and West Penn, FirstEnergy's wholly-owned and commonly managed and operated Pennsylvania utility subsidiaries, into one legal entity, FE PA, which will be a wholly-owned subsidiary of a new intermediate holding company, FirstEnergy Pennsylvania Holding Company LLC[1]; (2) FirstEnergy's purchase of Class B interests in MAIT from Met-Ed and Penelec; and (3) the contribution of West Penn's Transmission Assets to KATCo. Upon the Transaction's closing, FE PA will own all of the Pennsylvania OpCos' electric distribution assets, and the Pennsylvania OpCos will be dissolved. In addition, KATCo will own all of West Penn's Transmission Assets. I will discuss each aspect of the Transaction in detail below, and Mr. Ermal Fatusha will explain each step to effectuate the Transaction in his direct testimony (Joint Applicants Statement No. 3).

A. Pennsylvania OpCos Consolidation

Q. Why are the Joint Applicants proposing to merge Met-Ed, Penelec, Penn Power, and West Penn into one legal entity at this time?

A. The Transaction is the next step in FirstEnergy's "FE Forward" initiative, which FirstEnergy implemented in February 2021. Prior to the implementation of the FE Forward initiative, FirstEnergy's ten operating companies, including the Pennsylvania OpCos, had different processes and practices, which made it difficult to share and implement ideas

[1] As noted below and explained in greater detail in the testimony of Mr. Ermal Fatusha (Joint Applicants Statement No. 3), before the Pennsylvania OpCos are merged with and into FE PA, FirstEnergy will first form three transitory limited liability companies (i.e., "Penelec LLC," "Met-Ed LLC," and "West Penn LLC"). Each of Met-Ed, Penelec, and West Penn will be merged with and into the associated limited liability company as a part of this initial step.

across these various companies. To address these difficulties, FE Forward has: (1) built (and continues to build) new solutions to serve customers; (2) changed how FirstEnergy's operating companies plan and execute work in the field; (3) established a "digital factory" within FirstEnergy's information technology ("IT") organization to automate and modernize business solutions; (4) reorganized FirstEnergy to enable more efficiency and collaboration; (5) implemented initiatives to realize working capital improvements; and (6) developed a process to focus on capital deployment efficiencies. FE Forward has already provided a common set of processes for the management and operation of the Pennsylvania OpCos and introduced administrative benefits and synergies by integrating the management and operations of the Pennsylvania OpCos. FE Forward has also enabled the Pennsylvania OpCos to make use of new tools and available technologies to streamline their efforts.

The Transaction is the next logical step of FE Forward and is important to fully realize the benefits of a single, distribution-only public utility operating in Pennsylvania. The new FirstEnergy five-state operating model, including the consolidation of the Pennsylvania OpCos, will provide further consistency across the entire FirstEnergy footprint. This new operating model will also make it easier for teams to work across the organization, both on a statewide basis and enterprise-wide basis, to develop and implement solutions. Benefits of the Transaction will include continued enhancements to the service we deliver to our customers, including: delivering a modern digital customer experience, accelerating widespread electrification, providing sustainable products and solutions, and focusing on energy affordability. Benefits of the Transaction will also include regulatory and administrative efficiencies, as well as operational gains that will allow the combined entity

to streamline and process tasks efficiently and focus on enhancing operations to provide safe and reliable service to customers. The Transaction will result in certain accounting benefits, as described by Ms. Patterson (Joint Applicants Statement No. 2). It will also result in certain financial benefits, outlined by Mr. Fatusha (Joint Applicants Statement No. 3). Furthermore, the Transaction, and specifically the contribution of Transmission Assets to KATCo, will result in certain benefits associated with the creation of a single, distribution only entity and fully separating transmission operations from West Penn, as described by Ms. Thomas (Joint Applicants Statement No. 4). Ultimately, the efficiencies gained from the Transaction will lead to benefits not only for FirstEnergy and its subsidiaries, but also for customers and stakeholders. All these benefits are further discussed in Section VIII of my testimony.

Q. Please provide a brief description of the Joint Applicants to the Transaction.

A. Met-Ed, Penelec, Penn Power, and West Penn are corporations organized and existing under the laws of the Commonwealth of Pennsylvania. Penn Power is a direct subsidiary of Ohio Edison Company ("Ohio Edison"), which is a direct subsidiary of FirstEnergy, and both of which are wholly-owned subsidiaries of FirstEnergy.[2] Each of the Pennsylvania OpCos is a "public utility" as defined in Section 102 of the Pennsylvania Public Utility Code ("Code"), 66 Pa.C.S. § 102. The Pennsylvania OpCos are also "electric distribution companies" and "default service providers" as defined in Section 2803 of the Code, 66 Pa.C.S. § 2803.

[2] As described below, a prerequisite for this Transaction is the removal of Penn Power from Ohio Edison's ownership.

The transmission facilities located within the Met-Ed and Penelec service territories are owned by MAIT and are under the functional control of the PJM Interconnection, L.L.C. ("PJM") as the regional transmission organization ("RTO"). The PaPUC previously approved MAIT's acquisition of Met-Ed's and Penelec's transmission facilities and issued MAIT a certificate of public convenience, evidencing its status as a public utility.[3] KATCo is a subsidiary of FirstEnergy that was set up in anticipation of the contribution of the West Penn Transmission Assets to a separate entity.

Q. Please provide additional details about the nature of Met-Ed's service.

A. Met-Ed provides service to more than 587,000 electric utility customers within 3,300 square miles of eastern and southeastern Pennsylvania. Met-Ed has a summer peak load of about 3,021 megawatts ("MW"), with about two-thirds of that load attributable to residential and small commercial customers.

Q. Please provide additional details about the nature of Penelec's service.

A. Penelec provides service to more than 588,000 electric utility customers within 17,600 square miles in northern and central Pennsylvania and western New York. Penelec has a summer peak load of about 2,838 MW, with about two-thirds of that load attributable to residential and small commercial customers.

Q. Please provide additional details about the nature of Penn Power's service.

[3] *Joint Application of Mid-Atlantic Interest Transmission, LLC ("MAIT"); Metropolitan Edison Company ("Met-Ed") And Pennsylvania Electric Company ("Penelec") For: (1) A Certificate of Public Convenience Under 66 Pa.C.S. § 1102(a)(3) Authorizing The Transfer Of Certain Transmission Assets From Met-Ed And Penelec To MAIT; (2) A Certificate Of Public Convenience Conferring Upon MAIT The Status Of A Pennsylvania Public Utility Under 66 Pa.C.S. § 102; And (3) Approval Of Certain Affiliate Interest Agreements Under 66 Pa.C.S. § 2102*, Docket Nos. A-2015-2488903, et al. (Opinion and Order entered Aug. 24, 2016) ("MAIT Order").

A. Penn Power provides service to about 171,000 electric utility customers within 1,100 square miles in western Pennsylvania. Penn Power has a summer peak load of about 944 MW, with about three-quarters of that load attributable to residential and small commercial customers.

Q. Please provide additional details about the nature of West Penn's service.

A. West Penn provides transmission and distribution service to about 737,000 electric utility customers within 10,400 square miles in central and southwestern Pennsylvania. West Penn has a summer peak load of about 3,827 MW, with about two-thirds of that load attributable to residential and small commercial customers.

Q. How are the transmission facilities located within the Pennsylvania OpCos' respective existing service territories owned and operated?

A. The transmission facilities located within the Met-Ed and Penelec service territories are owned by MAIT and are under the functional control of the PJM as the RTO. The PaPUC previously approved MAIT's acquisition of Met-Ed's and Penelec's transmission facilities and issued MAIT a certificate of public convenience, evidencing its status as a public utility.[4]

The transmission facilities located within the Penn Power service territory are owned by American Transmission Systems Incorporated ("ATSI") and are under the functional control of PJM as the RTO. The PaPUC previously approved ATSI's acquisition of Penn

[4] *See generally*, MAIT Order.

Power's transmission facilities and issued ATSI a certificate of public convenience, evidencing its status as a public utility.[5]

While West Penn currently owns its transmission facilities, those facilities will be contributed to KATCo as a part of this Transaction. I discuss the proposed contribution of West Penn's Transmission Assets to KATCo in Section III of my testimony.

Q. What impact will the consolidation of the Pennsylvania OpCos into a single legal entity have upon their respective existing tariffs?

A. Following the merger, the existing tariffs for the Pennsylvania OpCos, including West Penn's tariff for The Pennsylvania State University ("PSU"), will be combined, such that each will operate as a "rate district" under FE PA's tariff. As further described later in my testimony, FE PA will provide retail distribution services in each rate district through this consolidated tariff, and each rate will correspond with the Pennsylvania OpCos' historical geographic service territories. FE PA will provide electric service to each rate district under the same rates, terms, and conditions for service as the existing Pennsylvania OpCos.

Q. Will the Transaction impact current customer rates?

A. No. Customers will not experience any impact to their current rates as a result of the Transaction. The distribution rates will be the same as the rates that were approved by the PaPUC in each of the Company's distribution rate cases effective January 27, 2017. Rider rates in effect at the time the Transaction is approved will also remain unchanged.

[5] *Application of Pennsylvania Power Co. for (1) a Certificate of Public Convenience Authorizing the Transfer of Certain Transmission Assets to American Transmission Systems, Inc., And (2) Approval of Certain Affiliated Interest Agreements Necessary to Effect the Transfer*, Docket No. A-110450F0016 (July 14, 2000) ("ATSI Order").

Furthermore, the Transaction will not change any existing programs at the Pennsylvania OpCos. For example, the Transaction will not affect the PaPUC order in Docket Nos. P-2021-3030012, *et al.*, effective August 4, 2022, regarding the Pennsylvania OpCos' recent Default Service Program ("DSP") for the term June 1, 2023 through May 31, 2027. Nor will the Transaction affect the Pennsylvania OpCos' existing programs such as universal service or energy efficiency programs. Future filings for each program will address consolidation of such programs and rates when appropriate.

Q. Please describe the Joint Applicants' proposal regarding the existing geographical electric distribution service areas.

A. Today, Met-Ed, Penelec, Penn Power, and West Penn each have their own PaPUC-approved tariffs specifying the conditions under which they distribute electric service and provide various other retail services within their service territories. Joint Applicants Exhibits JMS-1 through JMS-4 show the service areas for each Pennsylvania OpCo as they exist today, as well as a detailed list of counties, cities, boroughs, and townships served by each Pennsylvania OpCo. The Pennsylvania OpCos do not propose any changes to these geographical service boundaries to maintain the existing rate structure for each service area. Joint Applicants Exhibit JMS-6 provides a map of the FE PA service territory as it will exist after the merger is approved. As I explained earlier in my testimony, the current service territory of each of these Pennsylvania OpCos will be referred to as a rate district, and these rate districts will align with the respective Pennsylvania OpCos' current geographical service territories. The rates for each rate district will equate to the rates in effect in each Pennsylvania OpCos' tariff at the time the PaPUC approves the proposed Transaction.

Q. What are the Joint Applicants proposing in regard to the existing individual Pennsylvania OpCos' retail tariffs?

A. As I previewed earlier, the Pennsylvania OpCos propose to consolidate the five individual retail tariffs into one combined retail tariff using the rate districts to continue the current rate structure until a future base rate case filing. The Transaction will not affect the current geographical service area for ratemaking purposes. As part of the consolidated retail tariff, the current tariff for PSU, within the West Penn service area, will be dissolved and the rates for PSU will be included in the consolidated retail tariff as a separate rate district. The rate districts will be named as follows: Met-Ed; Penelec; Penn Power; West Penn; and PSU.

The Pennsylvania OpCos updated their retail tariffs in a 2014 base rate case filing in order to improve consistency across each Pennsylvania OpCos' tariff with respect to both the Definitions and the Rules and Regulations therein. After the Transaction is completed, the combined tariff will use the same language in the Definitions, the Rules and Regulations, and the Riders, and will set forth any language which only applies to a specific rate district. Joint Applicants Exhibit JMS-8, which is the Joint Applicants' proposed post-Transaction retail tariff, includes tables that present the rates of each of the five rate districts separately in the rate schedules as well as a matrix that specifies the applicable riders for each rate schedule.

Q. Do the Joint Applicants have an exhibit that lists how the individual Pennsylvania OpCos' retail tariffs will be combined to create a single consolidated retail tariff?

A. Yes. Joint Applicants Exhibit JMS-11 highlights the proposed revisions required to consolidate the existing retail tariffs into a single tariff. The Rules and Regulations, Rates, and Rider pages list the proposed revisions to each regulation, rule, rate schedule, and rider

needed to successfully merge the individual company tariffs into a single tariff. The West Penn rate schedule renaming matrix translates the current numerical rate schedule naming convention to an updated nomenclature that aligns with the Met-Ed, Penelec, and Penn Power rate schedule naming convention. Importantly, the proposed revisions shown on Joint Applicants Exhibit JMS-11 do not alter the currently existing rates, terms, or conditions of service provided in the Pennsylvania OpCos' individual tariffs. Rather, any changes reflect the consolidation of the historically separate tariffs into a single tariff.

Q. What tariff revisions are the Pennsylvania OpCos proposing in order to consolidate the supplier and third-party data access tariffs?

A. The Electric Generation Supplier Coordination Tariff ("Supplier Tariff") for each of Met-Ed, Penelec, Penn Power, and West Penn, recently approved in the DSP proceeding, will also be consolidated as the Consolidated Electric Generation Supplier Coordination Tariff ("Consolidated Supplier Tariff"). The Consolidated Supplier Tariff is included as Joint Applicants Exhibit JMS-9. The Pennsylvania OpCos developed a three-step process to consolidate these tariffs into the Consolidated Supplier Tariff. First, the Met-Ed and Penelec Supplier Tariffs were compared, as these two Supplier Tariffs contained essentially the same language. Second, the Pennsylvania OpCos completed a review of the Penn Power Supplier Tariff and integrated language that solely existed in the Penn Power tariff into the Consolidated Supplier Tariff. Joint Applicants Exhibit JMS-12 lists those differences. Third, a review was performed of the West Penn Supplier Tariff, and the Pennsylvania OpCos determined that the language differences were negligible and did not change existing rates, terms, or conditions of service. A list of those negligible differences is set forth in Joint Applicants Exhibit JMS-12. Joint Applicants Exhibit JMS-

12 also provides additions to the Consolidated Supplier Tariff. The tariff additions are stylistic and will not adversely affect electric generation suppliers.

Finally, each of the Pennsylvania OpCos' Third-Party Data Access Tariffs, which were approved by the PaPUC as part of the Pennsylvania OpCos' recent DSP proceeding, will be consolidated into a single Third-Party Data Access tariff as part of the Transaction ("Consolidated Third-Party Data Access Tariff"). The four individual Third-Party Data Access Tariffs were nearly identical, aside from the operating company name. Therefore, the Consolidated Third-Party Data Access Tariff contains the same language included in each individual Third-Party Data Access Tariff. Joint Applicants Exhibit JMS-10 sets forth the Consolidated Third-Party Data Access Tariff.

B. <u>Purchase Of MAIT Class B Interests</u>

Q. Please summarize the aspect of the Transaction that involves FirstEnergy's purchase of Class B interests in MAIT from Met-Ed and Penelec.

A. As explained in detail in the testimony of Mr. Fatusha (Joint Applicants Statement No. 3), the second step of the Transaction will involve FirstEnergy purchasing Met-Ed's and Penelec's Class B interests in MAIT for cash consideration. This purchase will occur after limited liability companies ("LLCs") associated with each of Met-Ed, Penelec, and West Penn are formed, and after each of these entities merges with and into its associated LLC.

Q. Why is FirstEnergy purchasing these interests at this time?

A. FirstEnergy is purchasing these interests as part of the overall effort to form a consolidated, distribution-only entity with FE PA. Ms. Patterson will further explain the accounting impacts of this part of the Transaction in her testimony (Joint Applicants Statement No. 2),

and Mr. Fatusha provides further details regarding the basis and structure for the purchase in his testimony (Joint Applicants Statement No. 3).

Q. Will FirstEnergy's purchase of the Class B interests in MAIT from Met-Ed and Penelec have an impact on rates?

A. No.

Q. Will FirstEnergy's purchase of the Class B interests in MAIT from Met-Ed and Penelec have an impact on FE PA's post-consolidation operations or service?

A. No.

III. CONTRIBUTION OF WEST PENN TRANSMISSION ASSETS TO KATCO

Q. Please describe how West Penn's Transmission Assets are currently owned and operated.

A. In addition to its electric distribution operations described above, West Penn currently owns and operates 1,702 miles of transmission lines and related facilities. West Penn's transmission infrastructure is under the functional control of PJM as the RTO that operates the bulk electric power system serving Pennsylvania.

Q. How is West Penn currently being compensated as a transmission owner?

A. On behalf of transmission owners, PJM bills entities that take transmission service over transmission facilities located in PJM's territory (hereinafter "Transmission Customers"), consistent with the provisions of its Open-Access Transmission Tariff ("OATT") approved by the Federal Energy Regulatory Commission ("FERC"). Transmission Customers include entities serving load ("LSEs") in West Penn's service territory. The LSEs include electric generation suppliers ("EGSs") and wholesale suppliers of default service selected

through the competitive default service procurement processes approved by the Commission. PJM bills Transmission Customers, on behalf of West Penn (in its role as a transmission owner), for West Penn's annual revenue requirement comprised of network integrated transmission service ("NITS") and transmission enhancement charges ("TECs"). The EGSs include the cost of NITS in the prices they charge to shopping customers, and West Penn includes the cost associated with NITS in the price of the default service product. West Penn charges retail customers for TECs through its Default Service Support Rider. The associated payments made to PJM by Transmission Customers are used to compensate West Penn for providing transmission service through its transmission facilities.

Q. How does West Penn currently classify Transmission Assets in distinguishing its distribution service?

A. West Penn currently classifies all facilities with voltage levels at or above 100 kilovolts ("kV") as Transmission Assets.

Q. At what point will the PJM transmission payments to West Penn shift to KATCo?

A. Immediately upon closure of the Transaction, KATCo, as the owner of the Transmission Assets, will be entitled to receive all transmission revenue derived from the provision of transmission service through the use of the transmission facilities currently owned by West Penn.

Q. Please describe KATCo and its current role in the FirstEnergy corporate structure.

A. KATCo is a direct subsidiary of FirstEnergy that was set up in anticipation of the contribution of West Penn's Transmission Assets to a separate entity. KATCo currently contains no assets.

Q. Please describe the contribution of West Penn's Transmission Assets to KATCo.

A. West Penn will make a one-time contribution of its existing Transmission Assets to KATCo through a tax-free transfer in exchange for Class B interests of KATCo stock. West Penn will then sell these Class B interests to FirstEnergy for cash. As a result of the Transaction, West Penn will no longer own any transmission facilities. The distribution and sub-transmission assets owned by West Penn will not be affected by this aspect of the Transaction, though as I explain in other parts of my testimony, these assets will be contributed to and operated by FE PA as part of the overall Transaction.

Q. Please describe the transmission assets and associated liabilities that West Penn will contribute to KATCo.

A West Penn will contribute the Transmission Assets at net book value (original cost less depreciation reserve) to KATCo in exchange for a membership interest in KATCo. As explained in further detail in the testimony of Ms. Patterson (Joint Applicants Statement No. 2), this transaction also results in a transfer of transmission property-related Accumulated Deferred Income Taxes ("ADIT") and transmission-related regulatory assets/liabilities from West Penn's books to KATCo's books. Because the ADIT associated with West Power's Transmission Assets is already excluded from the determination of West Penn's distribution rate base, the Transaction will not shift costs between transmission and distribution customers.

Q. Will West Penn contribute land or other real estate interests along with the Transmission Assets it proposes to divest under the Transaction?

A. No. The associated land and other real estate interests will remain on West Penn's books, and a Ground Lease (Joint Applicants Exhibit No. AP-8) will be put into place between FE PA (as lessor) and KATCo (as lessee). As described in Ms. Patterson's testimony (Joint Applicants Statement No. 2), all of West Penn LLC's rights and obligations under the Ground Lease will transfer to FE PA by operation of law following the merger of West Penn LLC with and into FE PA. The associated transmission land and other real estate interests, as well as the Ground Lease payments from KATCo to FE PA will be excluded from future distribution base rate cases. This exclusion is consistent with the existing ratemaking treatment for land interests that are booked to FERC Account 350. Such costs have historically been reflected in the determination of West Penn's transmission rates, but have been excluded from the determination of West Penn's distribution rate base as non-jurisdictional.

Q. Will there be any shared property by KATCo and FE PA? If so, how will the Ground Lease's allocation formula operate for allocation of costs between facilities that are utilized for both transmission and distribution functions?

A. Yes. KATCo will lease the property associated with the contributed Transmission Assets from FE PA by way of the Ground Lease. West Penn currently has, and FE PA (as successor-in-interest to West Penn LLC) may in the future construct, distribution lines suspended from structures that were built for transmission lines. Consequently, those structures and the rights-of-way on which they were constructed are Transmission Assets. As explained in Ms. Patterson's testimony (Joint Applicants Statement No. 2), FE PA will

own the land on which the contributed Transmission Assets are located and will lease it to KATCo through the Ground Lease. FE PA reserves the right to occupy the leased rights-of-way for compatible uses, including locating its distribution lines on such rights-of-way, subject to the additional terms and conditions set forth in Articles 7 and 8 of the Ground Lease. The rent KATCo pays to FE PA under the Ground Lease will not be reduced for any use or assumed use of the transmission rights-of-way for distribution purposes, because their primary use is and will continue to be for transmission facilities.

Q. Will KATCo or FE PA own any new or expanded rights-of-way for transmission facilities?

A. Generally, KATCo will own any new or expanded rights-of-way for transmission facilities. However, there may be fact-dependent instances where both KATCo and FE PA will own the expanded rights-of-way. For example, if KATCo is extending a transmission line to serve a new substation to support the sub-transmission system, it may be beneficial to have both the KATCo transmission facilities and the FE PA sub-transmission facilities on the same structures or in the same right-of-way to facilitate the connection of the KATCo facilities to the new substation and the connection of the FE PA sub-transmission facilities to the existing sub-transmission grid.

Q. Will the Transaction change how transmission service in the West Penn service area is regulated?

A. No, it will not. The contributed Transmission Assets will remain subject to the terms of PJM's OATT at all times before, during, and after the Transaction. As discussed in detail in Ms. Thomas's testimony (Joint Applicants Statement No. 4), KATCo will continue to provide all transmission services over the Transmission Assets currently owned by West

Penn pursuant to the terms of PJM's OATT. PJM will retain functional control over these facilities and their use as it relates to the provision of service to Transmission Customers, consistent with current operations. Rates for transmission service will continue to be FERC-jurisdictional and administered by PJM through its OATT. Moreover, in Section IV.B of this testimony, the Joint Applicants are requesting that the Commission issue to KATCo a certificate of public convenience under Section 1101 of the Code, so as to confer public utility status upon it under Section 102 of the Code.

Q. Will KATCo have a contractual relationship with other FirstEnergy companies related to its ownership of the Transmission Assets?

A. Yes, it will. KATCo will be FirstEnergy's operating subsidiary, similar to the corporate relationship FirstEnergy has with MAIT and ATSI. Accordingly, the Joint Applicants are requesting Commission approval of the following affiliated interest agreements: (1) the FirstEnergy Service Agreement; (2) the Revised and Amended Mutual Assistance Agreement ("MAA"); (3) the Ground Lease I discussed earlier; (4) the Amended Capital Contribution Agreement; and (5) the FirstEnergy Regulated Money Pool Agreement. Each of the first four of these agreements is described in further detail and included as an exhibit to the testimony of Ms. Patterson (Joint Applicants Statement No. 2), and the fifth agreement is described in further detail and included as an exhibit to the testimony of Mr. Fatusha (Joint Applicants Statement No. 3).

IV. REQUESTS FOR A CERTIFICATE OF PUBLIC CONVENIENCE

A. FE PA's Request For A Certificate Of Public Convenience To Begin To Provide Public Utility Service

Q. As part of the Transaction, are the Joint Applicants requesting a certificate of public convenience for FE PA to begin to provide electric distribution service in Pennsylvania?

A. Yes. As I explained earlier, after each of the Pennsylvania OpCos is merged with and into FE PA, each will be operated as a separate rate district within the boundaries of their existing service territories. In order to permit FE PA to provide service under this rate district structure, the Joint Applicants are requesting a certificate of public convenience conferring public utility status upon FE PA and authorizing it to provide electric distribution service within the combined service territories of the Pennsylvania OpCos.

Q. Are the Pennsylvania OpCos requesting any other certificates of public convenience related to FE PA's request to initiate electric distribution service in Pennsylvania?

A. Yes. As explained in the Application, the Pennsylvania OpCos are requesting a certificate of public convenience authorizing the abandonment of service by each of the Pennsylvania OpCos in their respective historical service territories. Through the proposed Transaction, FE PA will assume the role of electric distribution company serving the customers located in those areas.

Furthermore, as a part of the Transaction, FirstEnergy Pennsylvania Holding Company LLC ("FE PA HoldCo") located in Delaware will be formed. FE PA HoldCo will be the parent of FE PA. While FE PA HoldCo will not provide public utility service, I am advised by counsel that the insertion of FE PA HoldCo into the chain of ownership of FE PA also

requires the issuance of a certificate of public convenience. This step of the Transaction is proper for the reasons explained by Mr. Ermal Fatusha (Joint Applicants St. No. 3).

Q. Please describe the current operation of the Pennsylvania OpCos.

A. Each of the Pennsylvania OpCos currently provides safe and reliable service to customers throughout their respective service territories. The Pennsylvania OpCos also prepare and file all necessary regulatory reports in a timely manner. In addition, the Pennsylvania OpCos maintain an open and transparent relationship with the PaPUC and with the NYPSC. The consolidation of the Pennsylvania OpCos into a single entity will further strengthen the overall effort begun through FE Forward to streamline, simplify, and modernize FirstEnergy's management structure and operations.

Q. What technical support exists today that will continue to exist post-consolidation?

A. The FE Forward initiative centralized technical groups including Safety and Human Performance, Facilities, Human Resources, Organization Performance Management and Strategy, and Engineering Services. The centralization of these specialized areas helps these groups implement best practices and ensures that employees have the training and skills needed to perform their jobs safely and efficiently each day. Because the leadership and reporting structure established with FE Forward will remain unchanged after consummation of the Transaction, each employee will continue to provide the same level of technical support as they do today to provide safe and reliable service to customers. The forward-looking initiatives that emerged from FE Forward will be able to manifest within the current teams from each department now, given the increased focus on the new consolidated structure.

Q. What new technical support will exist post-consolidation?

A. While the Pennsylvania OpCos have not performed a comprehensive analysis of all the technical support that will result from the Transaction, the consolidation of the Pennsylvania OpCos into FE PA will permit the formation of a single legal entity that will match the recently updated management and operation structure of the Pennsylvania OpCos. The Transaction builds on the FE Forward initiatives, such that the time is now ripe for the Transaction to be consummated. As described in the testimony of Ms. Patterson (Joint Applicants Statement No. 2), the newly formed entity will be issuing one regulatory financial report, as a Pennsylvania utility, instead of four different reports. Mr. Fatusha's testimony describes the financial support of FE PA post-Transaction (Joint Applicants Statement No. 3).

Q. Will the consolidation of the Pennsylvania OpCos impact the PaPUC's jurisdiction over the Pennsylvania OpCos' electric distribution facilities, rates, and terms of service?

A. No. Following approval by the PaPUC, the proposed Transaction will not change the Commission's authority over the Pennsylvania OpCos' electric distribution facilities, rates, and terms of service.

B. <u>KATCo's Request For A Certificate Of Public Convenience</u>

Q. As part of the Joint Application, is KATCo requesting that the PaPUC issue a certificate of public convenience conferring public utility status upon KATCo?

A. Yes. As I mentioned earlier in my testimony, KATCo is requesting that the Commission issue a certificate of public convenience that (a) confers upon it public utility status and (b) expressly states that KATCo does not have the right to furnish any intrastate electric service

in Pennsylvania. Although FERC will have exclusive jurisdiction over the rates, terms, and conditions of KATCo's provision of transmission service, the issuance of a certificate of public convenience conferring public utility status upon KATCo will subject KATCo to the Commission's regulations pertaining to the siting of high voltage (i.e., greater than 100 kV) transmission lines. As explained in the Joint Application, as a consequence of the issuance and receipt of a certificate of public convenience and the Commission's jurisdiction over the siting and construction of KATCo's transmission facilities, such facilities will be exempt from municipal zoning and land use regulations.

Q. How will the Transaction impact the competitiveness of transmission service in Pennsylvania and the ability of the Commission to monitor and investigate anti-competitive behavior?

A. If approved by the PaPUC, the proposed Transaction will not diminish the Commission's authority or ability as it exists today to monitor and investigate anti-competitive behavior in relation to the underlying Transmission Assets. KATCo's transmission service will be regulated by FERC through PJM's OATT and if KATCo's request for a certificate of public convenience is granted, KATCo will become a Pennsylvania public utility and the Commission will have the same authority to investigate alleged anti-competitive behavior with respect to its provision of transmission service that it currently has over West Penn.

All transmission services over West Penn's extant Transmission Assets contributed to KATCo will be provided on a non-discriminatory basis pursuant to the terms of PJM's OATT in the same manner those services are currently furnished by West Penn. The Transmission Assets will remain subject to the terms of PJM's OATT before, during, and after the closing of the Transaction. Rates for transmission service will remain subject to

FERC's jurisdiction and will be administered by PJM through its OATT. FE PA will own and operate all distribution facilities West Penn presently owns and will continue to provide retail electric service within the rate district that will encompass West Penn's existing service territory in the same manner as West Penn does today.

Q. Please address KATCo's fitness to furnish public utility service.

A. I understand that an applicant for a certificate of public convenience to operate as a public utility in Pennsylvania must demonstrate its technical, financial, and legal fitness. Below, I will address, and demonstrate, how KATCo satisfies each of these requirements.

Q. Will KATCo have the technical capacity to furnish electric transmission service in Pennsylvania in the manner set forth in the Joint Application and your testimony?

A. Yes, it will. KATCo will be a member of the FirstEnergy holding company system. As such, it will have the same access that West Penn currently has to the resources and expertise available from FESC. The FirstEnergy Service Company Agreement (Joint Applicants Exhibit No. AP-9) and the MAA (Joint Applicants Exhibit No. AP-10), for which approval as affiliated interest agreements is being sought in this Joint Application, will provide the legal basis for KATCo to request and obtain the full range of services delineated or otherwise enumerated under the terms of those agreements. KATCo will also have access to the existing well-trained complement of West Penn employees, who have extensive experience in operating and maintaining West Penn's transmission systems, as described further by Ms. Thomas in her testimony (Joint Applicants Statement No. 2).

Q. Please describe KATCo's financial fitness.

A. KATCo will be a member of FirstEnergy's regulated money pool pursuant to the terms of the FirstEnergy Regulated Money Pool Agreement (Joint Applicants Exhibit EF-5), for which PaPUC approval is requested in the Joint Application, and is expected to also have short-term borrowing capacity under a revolving credit facility. These two sources of short-term borrowing capacity should provide KATCo sufficient liquidity for all its day-to-day operations. New capital investments in transmission assets will be financed by a combination of equity and the issuance of debt by KATCo. As explained by Mr. Fatusha in his testimony (Joint Applicants Statement No. 3), KATCo is expected over time to have increased access to capital at reasonable rates based on its comparatively stronger financial metrics as a stand-alone transmission company.

Q. Will KATCo have the legal fitness to be a certificated Pennsylvania public utility?

A. Yes, it will. KATCo will operate and maintain its entire interstate transmission system, including the portions thereof located in Pennsylvania, safely and in full compliance with applicable legal requirements. Moreover, KATCo will continue West Penn's track record of meeting applicable legal and regulatory obligations and consistently furnishing safe and reliable transmission service. In addition, KATCo acknowledges that, as the holder of a certificate of public convenience, it will be required to comply with the Pennsylvania Public Utility Code and the Commission's regulations and orders, excluding those provisions that expressly or by reasonable implication apply only to a public utility that furnishes intrastate service within Pennsylvania or that are preempted by FERC's exclusive jurisdiction over interstate transmission service and rates. However, KATCo reserves the right to hereafter petition the Commission to be relieved of requirements that, given

KATCo's provision of only interstate transmission service subject to the exclusive jurisdiction of FERC, would not serve a reasonable regulatory purpose.

Q. What other filings are being made in conjunction with the Transaction?

A. Concurrent to this filing, the Joint Applicants will be making filings at the FERC and the NYPSC seeking approval of the Transaction.

Q. When do the Joint Applicants intend to close the Transaction?

A. The Joint Applicants anticipate closing the Transaction only after all necessary regulatory approvals are obtained. The Joint Applicants currently anticipate that they will have all these required approvals and will be able to close the Transaction no later than January 1, 2024. A calendar year transition to close the Transaction will allow for a cleaner transition of the books and records thereby simplifying the closing process.

V. CORPORATE STRUCTURE PRE-AND POST TRANSACTION

Q. Please describe the current corporate structure of the Joint Applicants.

A. Currently, FirstEnergy is the parent of Met-Ed, Penelec, Ohio Edison, and West Penn, and Penn Power is a direct subsidiary of Ohio Edison. However, Penn Power is regulated by the PaPUC, and it has its own set of separate books. West Penn presently owns 50% of the assets under Allegheny Pittsburg Coal Company, 25% under The West Virginia Power & Transmission Company, and the remaining 25% under West Penn Southwest, LLC. KATCo and MAIT are presently subsidiaries of FirstEnergy. The current corporate structure of the Joint Applicants is presented in Joint Applicants Exhibit JMS-5.

Q. How will the structure change after the Transaction is completed?

A. Upon the completion of the Transaction, FE PA HoldCo located in Delaware will be formed. The FE PA HoldCo will be the parent of FE PA. As a result of the Transaction, Penn Power will be transferred from under Ohio Edison and into FE PA. FE PA will, in turn, own what was previously owned by Met-Ed, Penelec, West Penn, and Penn Power.

In addition, MAIT and KATCo will maintain their existing positions in FirstEnergy's corporate structure. However, KATCo will own West Penn's former Transmission Assets. The post-Transaction corporate structure is depicted in Joint Applicants Exhibit JMS-7.

VI. MANAGEMENT STRUCTURE PRE-AND POST-MERGER

Q. Please describe the current management structure for the Pennsylvania OpCos.

A. As part of FE Forward, a new organization structure for the Pennsylvania OpCos went into effect on January 30, 2022. The new structure established a consolidated management team, which was an important step in moving towards the FirstEnergy five-state operational model. The consolidated management team works within and in some cases across operating company boundaries, while each employee directly charges the company they support or the appropriate cost collector for proper allocation of their time and expenses.

Q. Will the management structure change with the Transaction?

A. The management structure put in place with FE Forward will remain essentially unchanged. The Transaction will not impact the current reporting relationship of employees. However, the accounting and finance activities will change as discussed in the

respective testimonies of Ms. Patterson (Joint Applicants Statement No. 2) and Mr. Fatusha (Joint Applicants Statement No. 3).

Q. Will the management structure of KATCo be impacted by the consolidation of the Pennsylvania OpCos or by the contribution of West Penn's Transmission Assets to it?

A. No, because KATCo does not have any employees.

VII. IMPACT ON CUSTOMERS, EMPLOYEES, AND THE COMPETITIVE MARKET PLACE

Q. How will the merger of the Pennsylvania OpCos affect their retail electric distribution service customers?

A. There will be no rate impact to the Pennsylvania OpCos' customers as a result of the Transaction. As I mentioned previously, customer rates will not be impacted by the Transaction because the customers will continue to receive electric service at the rates in effect at the time of the Transaction based on their applicable rate district. Operationally, the customers will continue to receive safe and reliable service. The branding of the individual Companies will not change in the near-term. In the long-term, customers will benefit from the various advantages identified in my testimony as well as those identified in Ms. Amy Patterson's and Mr. Ermal Fatusha's testimony.

Q. How will the Transaction affect low-income customers and the Pennsylvania OpCos' Universal Service Programs?

A. The Transaction will not affect the service provided to low-income customers who participate in the current Universal Service Programs or those low-income customers who do not participate in such programs. The Pennsylvania OpCos' Universal Service

Programs are managed by Customer Service and share a common set of systems, rules, and processes. The Universal Service Programs will continue to be reviewed and approved by the Commission post-Transaction through the Universal Service Program filings.

Q. Will low-income customers under the Pennsylvania OpCos' Customer Assistance Programs ("CAP") experience any changes?

A. No. The Transaction will have no impact on CAP customers because the rate districts will retain the same CAP plans currently in effect for each Company.

Q. How will the merger affect the Pennsylvania OpCos' reliability metrics?

A. The reliability metrics established by the PaPUC for each Pennsylvania OpCo will not change as a result of the Transaction. The metrics will continue to be tracked and reported by operating company unless the PaPUC establishes new metrics as a result of the on-going reliability collaborative.

Q. How will the Transaction affect each Company's employees?

A. Each Company's employees will continue to report as they currently do today based on the consolidated management and operational organization already effective with the FE Forward initiative. Other than a change in employer to FE PA, there will be no additional changes due to the proposed Transaction.

Q. What effect will the Transaction have on electric competition in the Commonwealth of Pennsylvania?

A. The Transaction will have no effect on electric competition for customers of the Companies or on EGSs. Existing Met-Ed, Penelec, Penn Power, and West Penn contracts will be

maintained, and customers of each Company will continue to have access to the same competitive market as they do today.

Q. Will the proposed contribution of Transmission Assets to KATCo have any anti-competitive effect?

A. No. As noted previously, West Penn seeks only to fully separate its transmission facilities from its distribution facilities. KATCo does not own any generation or distribution facilities, nor will it own or control any generation or any distribution assets upon completion of the proposed Transaction. When the contribution of Transmission Assets to KATCo is completed, West Penn will no longer own transmission facilities. Consequently, the proposed contribution will have no effect on the concentration of generation or transmission assets or upon market power. Moreover, because the underlying transmission facilities will remain under the functional control of an RTO following the Transaction's approval (as is presently the case), it will have no adverse effect on competition in the wholesale power market.

VIII. BENEFITS OF THE FE FORWARD INITIATIVE AND THE PROPOSED TRANSACTION

Q. Please explain the benefits customers will experience from the FE Forward initiative.

A. The FE Forward initiative is a comprehensive plan designed to improve the quality and reliability of the company's electric transmission and distribution systems, while also enhancing customer service and engagement. The initiative includes investments in infrastructure, technology, and customer-focused programs all aimed at delivering a more modern and effective energy experience for customers. The new five-state operating model and corresponding changes to our organizational structure are designed to centralize

decision-making and create greater consistency across the company. The model enables us to streamline efforts and make it easier for teams to develop and implement business solutions. By restructuring our organization, streamlining, and centralizing our processes and practices, and implementing more modern tools, FE Forward is reshaping our company as FirstEnergy strives to emerge as a premier public utility.

There are several ways that FE Forward benefits FirstEnergy's customers, including:

1. Enhanced productivity: The initiative includes improvements through system integration that puts advanced technology tools, such as mobile dashboards and remote access to asset management information, in the hands of frontline employees. FE Forward is focusing on improving the efficiency of capital projects and modernizing processes. Asset management tools will allow FirstEnergy to make better decisions regarding project management.
2. Enhanced customer service: FE Forward includes a number of programs and initiatives aimed at improving customer service and engagement. For example, the company has launched a new customer-focused website and mobile app, which make it easier for customers to manage their accounts, pay their bills, and report outages. The company has also implemented new customer service technologies, such as chatbots and virtual assistants, which provide faster and more personalized support. In addition, FirstEnergy identified approaches to connect to low-income customers, resulting in an increase in enrollment in low-income programs.
3. Increased efficiency in supply chain: FirstEnergy is committed to helping its customers and stakeholders through updating its supply chain system. As part of the transformation, the Supply Chain group is updating its technology to become

an easy to engage and data-driven function for FirstEnergy. For example, FirstEnergy is currently implementing new Source to Pay software to replace its current enterprise sourcing platform. The new technology will link our sourcing, contract lifecycle management, purchase requisition, purchase order creation, invoicing, and payments in one tool. Stakeholders will become more confident in FirstEnergy's sourcing decisions and governance with the technology.

The Pennsylvania OpCos have made major strides to combine the operations and administration of the four separate electric utilities, but merging the Pennsylvania OpCos under the Transaction will allow these changes to happen in a more streamlined fashion and help eliminate roadblocks to collaboration where possible.

Q. Please describe the benefits expected from the Transaction.

A. While the Transaction builds on the above-listed benefits of FE Forward by formalizing the reorganization and streamlined processes within FE Forward, the Transaction itself will accrue several short-term and long-term benefits for FirstEnergy, its consolidated subsidiaries, and the consolidated company's (i.e., FE PA's) customers. These benefits will include increased regulatory, financing, and administrative efficiencies.

Q. What are the short-term benefits of the Transaction?

A. The proposed consolidation of the Pennsylvania OpCos will produce immediate benefits and is the critical next step in achieving and realizing longer-term future benefits once rates and other terms of service are unified. Customers can see short-term benefits, including but not limited to, the following:

1. Financing benefits: As described further in the testimony of Mr. Fatusha (Joint Applicants Statement No. 3), the Transaction will result in interest expense savings on the issuance of new long-term debt, including any refinancing of existing debt. In addition, FE PA will become an SEC registrant and thus have greater access to capital markets; this immediate benefit will later be reflected in a lower cost of debt in base rates for FE PA.
2. Regulatory and administrative efficiencies: Increased regulatory and administrative efficiencies are the most readily apparent benefits to the consolidation of the Pennsylvania OpCos. Forming a consolidated entity will reduce the number of filings and reports currently required to be submitted by each of the Pennsylvania OpCos, to allow the submission of a single company filing in the near future. These reduced redundancies will ultimately lead to efficiencies over time for both the companies and regulatory staff. In addition to those I outline within my testimony, Ms. Patterson speaks further to these benefits in her testimony (Joint Applicants Statement No. 2).
3. Improved service quality: The efficiencies gained by streamlining these filings and reports following consummation of the Transaction will allow employees to focus on improving the quality of the tasks performed and to work on other multi-year corporate improvement initiatives, such as planning longer-term improvement projects. Moreover, certain business tasks, currently performed in duplicative manners by the current Pennsylvania OpCos, would be consolidated and performed by a single company post-merger.

Q. What are the long-term benefits of the Transaction?

A. Naturally, some synergies of the Transaction will be experienced over time. The above-described efficiencies would be built upon in the future, as certain future regulatory or rate increase filings would be reduced. For instance, rather than four separate base rate filings being submitted by each of the Pennsylvania OpCos, FE PA would submit one base rate filing reflective of the consolidated Pennsylvania operations. The Pennsylvania OpCos currently submit a substantial number of annual, quarterly, and other periodic filings to the PaPUC, including but not limited to: Annual Reports filed pursuant to 52 Pa. Code § 59.48; Chapter 71 earnings reports; Chapter 73 depreciation reports; Distribution System Improvement Charge ("DSIC") filings; Long Term Infrastructure Improvement Plan ("LTIIP") filings; and Annual Asset Optimization Plan ("AAOP") filings. Currently, each report and filing is submitted and made for each Company separately. The need for multiple submissions places duplicative and inefficient resource burdens on each of the Pennsylvania OpCos as well as on several departments within the PaPUC to process, review and act upon issues in a piecemeal manner. Over time, the filings would be reduced to a quarter of the pre-consolidation level. As rider rates become unified, workpapers will become shorter and more streamlined. These burdens are also experienced by the statutory public parties and other interested parties to these proceedings. Less filings, and less pages in those filings, is also helpful to customers looking to understand their bill and other offerings of the utility.

Another example of a long-term benefit, related to the shorter-term investment benefits described above, is the potential for increased investment. By combining its resources at a better debt rate, FE PA could invest more heavily in modernizing its system. Similarly,

the competitive prices on debt issuances will allow the Companies to better invest in forward-thinking technologies and resources.

In sum, while not all the regulatory and administrative efficiencies associated with the reduction in the number of these filings will be immediate (e.g., base rates and rider rates will not be consolidated until future rate proceedings), the long-term efficiencies that will be realized should be recognized by the Commission.

Q. Has the Commission previously recognized the benefits of consolidating intra-family public utility operations?

A. Yes, the Commission has previously recognized the benefits of consolidating distribution utility operations, which allows for the elimination of duplicative business activities. In the *Joint Application of UGI Utilities, Inc., UGI Penn Natural Gas, Inc. And UGI Central Penn Gas, Inc.*, Docket Nos. A-2018-3000381, A-2018-3000382, A-2018-3000383 (Recommended Decision dated September 7, 2018), the Commission recognized that a consolidation of public utility companies that performed certain business functions in duplicate and/or triplicate would be performed on a consolidated basis by a single company in the future. In the *Joint Application of Peoples Natural Gas Company LLC and Peoples Gas Company LLC*, Docket Nos. A-2021-3029831, A-2021-3029833 (Initial Decision dated July 6, 2022), *adopted as final* (Order entered Aug. 25, 2022), the Commission recognized that the proposed merger would allow for customer service uniformity and the elimination of duplicative business activities (i.e., the installation of duplicative facilities in overlapping service territories).

Q. Are there additional public benefits associated with FirstEnergy's purchase of the Class B interests in MAIT from Met-Ed and Penelec?

A. Additional financial benefits associated with this aspect of the Transaction are explained in detail by Mr. Fatusha in his testimony (Joint Applicants Statement No. 3).

Q. Are there additional public benefits associated with the contribution of the West Penn Transmission Assets to KATCo?

A. Yes. The Transaction will principally result in increased transparency with respect to West Penn's distribution and transmission businesses and will further streamline the Pennsylvania OpCos' consolidation of electric distribution assets by separating West Penn's Transmission Assets. In addition, the Transaction aligns the structure of West Penn's transmission facilities with the structure of the other Pennsylvania OpCos. As described above, the PaPUC previously authorized the acquisition of the transmission facilities of Met-Ed by MAIT and those of Penn Power by ATSI. The contribution of West Penn's Transmission Assets to KATCo will align its operations with those of its peers.

From a transmission perspective, the consolidation of Transmission Assets within KATCo will allow interested parties to easily review the annual updates to the transmission revenue requirement because that review can be focused on a single entity that owns only transmission assets. This increased clarity and transparency will also help attract capital because, as discussed by Mr. Fatusha (Joint Applicants Statement No. 3), the added transparency investors favor in a transmission-only model will have no retail customers and receive its revenue from PJM.

Finally, the Transaction will provide the benefit of creating a corporate separation of the transmission business, in addition to the functional separation that exists today.

Q. Has the Commission recognized the benefits of separating the transmission and distribution functions of electric utilities into separate companies?

A. Yes, I believe so. I understand that one of the primary goals of both the General Assembly and the Commission in restructuring the electric utility industry was to provide consumers with greater clarity as to what aspects of their bills were associated with the generation, transmission, or distribution functions, respectively, of electric utility service. Although the General Assembly recognized that transmission service should continue to be regulated, it required the unbundling of generation, transmission, and distribution rates in electric utilities' tariffs and on customers' bills. The General Assembly also authorized the Commission to permit electric utilities to divest themselves of generation assets, as the generation function of electric utility service would now be subject to competition. These aspects of restructuring suggested that the General Assembly and the Commission both found the separation of the generation, transmission, and distribution functions to be in the public interest.

Consistent with these requirements, West Penn unbundled its transmission and distribution charges and divested itself of its generation assets during restructuring. The restructuring aligned West Penn's corporate function with these service functions, which increased its focus on transmission and distribution infrastructure. FirstEnergy's other Pennsylvania electric distribution utilities thereafter requested and obtained Commission approval to further separate their respective transmission and distribution functions, through the creation of separate transmission companies that acquired their respective

transmission assets.[6] These transactions were, in part, based upon the benefits that additional transparency resulting from the separation of transmission and distribution functions would provide to stakeholders and investors. The additional transparency also further aligned the functions of these companies with the separation of functions proposed by restructuring.

Q. Are you aware of any examples where the Commission or other regulatory bodies have recognized the benefits of separating the transmission and distribution functions of electric utilities into separate companies and/or forming a company that specifically performs a transmission function?

A. Yes. The Commission itself has repeatedly noted that one of the benefits of restructuring is the separation of transmission and distribution cost of service. As such, by separating the transmission and distribution functions involved into separate corporate entities, the proposed Transaction furthers the goals of restructuring.

In addition, other regulatory bodies have recognized that the separation of transmission and distribution functions of electric utilities into separate entities provides important benefits. For example:

- The Public Utilities Commission of Ohio recognized that the many transmission-only companies operating throughout the state benefit the public

[6] As noted above, the Commission issued a certificate of public convenience to Penn Power in 2000, which permitted the contribution of its transmission assets to ATSI. *See* ATSI Order. The Commission similarly issued a certificate of public convenience to MAIT, Met-Ed and Penelec, authorizing the contribution of Met-Ed's and Penelec's transmission assets to MAIT in 2016. *See* MAIT Order.

by reducing a distribution utility's need to raise capital for transmission expansion.[7]

- FERC has similarly noted on several occasions that "[b]y eliminating the competition for capital between generation and transmission functions and thereby focusing only on transmission investment, the [transmission company] model responds more rapidly and precisely to market signals indicating when and where transmission investment is needed."[8]

Q. Please summarize the principal benefits that the Transaction, as a whole, will create.

A. To sum up my earlier testimony, several benefits will accrue to customers across the consolidated entity footprint, including but not limited to: (i) increased administrative efficiency; (ii) increased operational efficiency; (iii) increased financing efficiency; and (iii) increased regulatory efficiency. The proposed merger of the Pennsylvania OpCos into a single entity will produce immediate benefits and is a critical first step to achieving and realizing longer-term benefits through the unification of rates and other terms of service.

One management team will lead distribution operations using a uniform work management platform. A united management team utilizing consistent administrative and operational practices across the territory will provide efficiencies in performing day-to-day operations, reacting to storm events, and identifying and addressing areas of improvement

[7] *See In the Matter of the Application of AEP Ohio Transmission Company, Inc. for Confirmation That Its Operations Will Render It an Electric Light Company and a Public Utility Within the Meaning of Sections 4905.03(A)(4) and 4905.02, Revised Code.; In the Matter of the Joint Application of AEP Ohio Transmission Company, Inc., Columbus Southern Power Company, and Ohio Power Company for Approval of Proposed Transfers, to the Extent Required by Section 4905.48(B), Revised Code.; In the Matter of the Application of AEP Ohio Transmission Company, Inc. for Authority to Issue Short-Term Notes and Evidences of Indebtedness*, Case No. 10-245-EL-UNC, et al., 2010 Ohio PUC LEXIS 1410 (Dec. 29, 2010).

[8] *ITC Holdings Corp., Entergy Corporation*, 143 FERC ¶ 61,256, at P 125 (June 20, 2013); *Startrans IO, L.L.C.*, 122 FERC ¶ 61,307, at P 27. *See also ITC Holdings-IPL*, 121 FERC ¶ 61,229, at P 123 (2007); *ITC Midwest LLC*, 133 FERC ¶ 61,169, at P 23 (2010).

to the distribution system. Additionally, the Transaction will increase transparency with respect to the distribution and transmission businesses because all transmission assets across the footprint will now reside in separate transmission-only entities. West Penn's quarterly financial reports will be better aligned with the assets recorded on its books and will not require adjustments to isolate the earned rate of return of its retail distribution business. This increased transparency, in turn, is also expected to facilitate necessary capital investment in the transmission infrastructure serving the Commonwealth, which will benefit all customers of the combined entity.

IX. CONCLUSION

Q. Does this conclude your testimony?

A. Yes, it does.

JOANNE M. SAVAGE

APPENDIX A

Resume: Education and Experience of Joanne M. Savage

Education:

2006 Bachelor of Science Degree in Accounting and Finance – Albright College
2010 Master of Business Administration Degree in Corporate Finance – Alvernia University

Experience:

6/05 – 5/06	Intern – Rates & Regulatory Affairs – Pennsylvania – FirstEnergy Service Company
5/06 – 2/11	Analyst – Rates & Regulatory Affairs – Pennsylvania – FirstEnergy Service Company
2/11 – 4/16	Analyst – Rates & Regulatory Affairs – Ohio – FirstEnergy Service Company
5/16 – 3/19	Manager, Revenue Requirements – Rates & Regulatory Affairs – Ohio – FirstEnergy Service Company
3/19 – present	Director – Rates & Regulatory Affairs – Pennsylvania – FirstEnergy Service Company

Prepared and presented testimony in the following rate-related cases:

Pennsylvania Public Utility Commission Cases: Docket No:

M-2010-2162846	Pennsylvania Electric Company Consumer Education Charge Reconciliation Statement
M-2010-2162848	Metropolitan Edison Company Consumer Education Charge Reconciliation Statement
M-2010-2186760	Pennsylvania Electric Company Energy Efficiency and Conservation Charge Reconciliation Statement
M-2010-2186764	Metropolitan Edison Company Energy Efficiency and Conservation Charge Reconciliation Statement
M-2010-2186772	Pennsylvania Power Company Energy Efficiency and Conservation Charge Reconciliation Statement
M-2011-2228497	Metropolitan Edison Company Consumer Education Charge Reconciliation Statement
M-2011-2228617	Pennsylvania Electric Company Consumer Education Charge Reconciliation Statement
P-2019-3012628	Pennsylvania Power Company Waiver of the Distribution System Improvement Charge Cap
C-2020-3019347	Complaint of Verizon Pennsylvania LLC and Verizon North LLC v. Metropolitan Edison Company, Pennsylvania Electric Company and Penn Power Company
C-2021-3026811	Complaint of Office of Consumer Advocate v. Pennsylvania Power Company's Distribution System Improvement Charge

P-2021-3030012	Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of their Default Service Programs
P-2021-3030013	Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of their Default Service Programs
P-2021-3030014	Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of their Default Service Programs
P-2021-3030021	Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of their Default Service Programs

Public Utilities Commission of Ohio Cases: Case Nos:

13-2145-EL-CSS	Complaint of Material Sciences Corporation, Complainant, v. The Toledo Edison Company, Respondent.
14-1297-EL-SSO	Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for Authority to Provide for a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan
16-925-EL-UNC	Determination of the Existence of Significantly Excessive Earnings for 2015 Under the Electric Security Plan of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company
17-993-EL-UNC	Determination of the Existence of Significantly Excessive Earnings for 2016 Under the Electric Security Plan of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company
18-857-EL-UNC	Determination of the Existence of Significantly Excessive Earnings for 2017 Under the Electric Security Plan of Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company
19-361-EL-RDR	Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for an Extension of the Distribution Modernization Rider

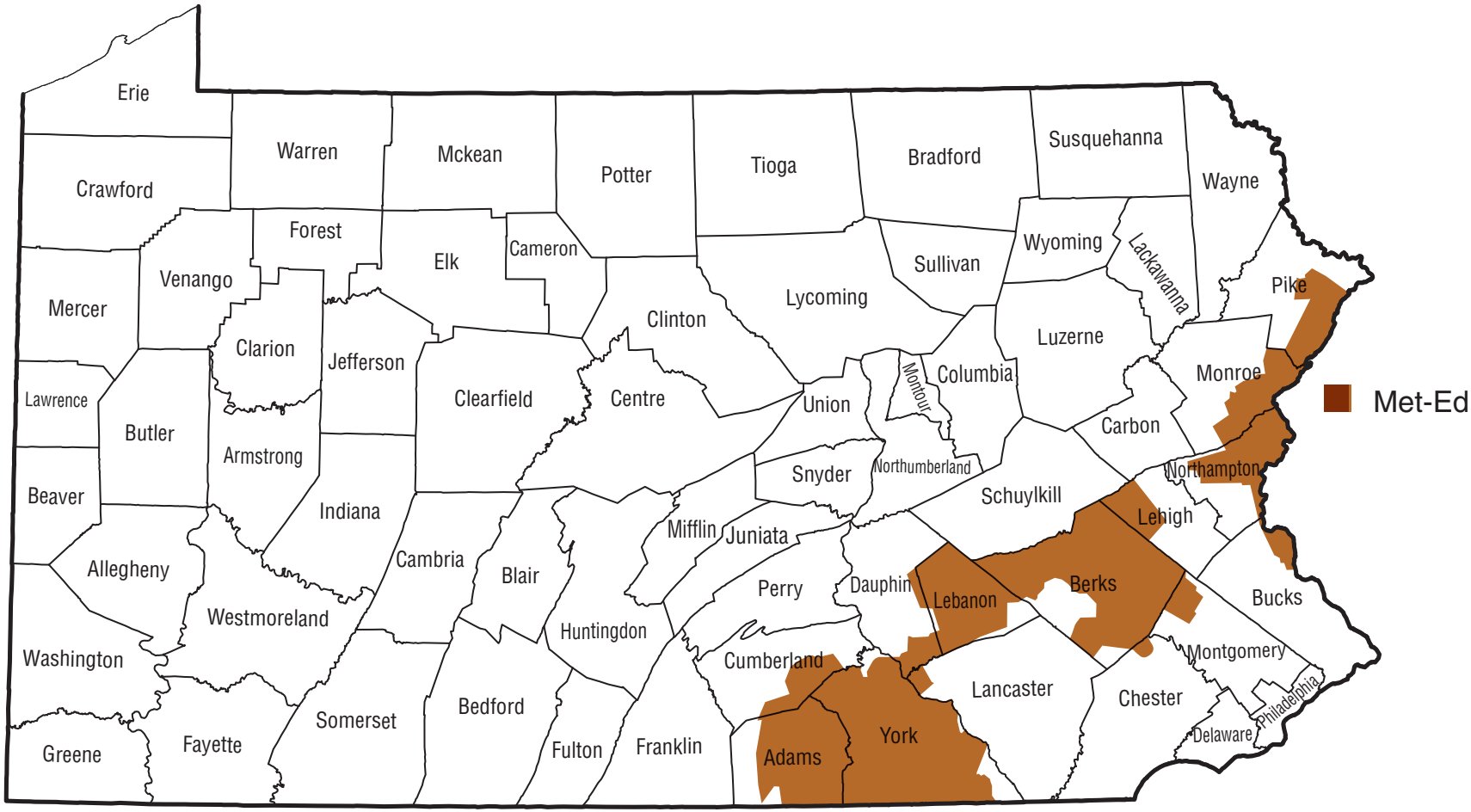
New York Public Service Commission Case: Case No:

Case 21-E-0252	Joint Petition of Pennsylvania Electric Company, The Waverly Electric Light and Power Company, and Tri-County Rural Electric Cooperative, Inc. for a Declaratory Ruling Abstaining From Review of the Proposed Intra-Corporate Reorganization and an Order Authorizing the Proposed Asset Transfer Pursuant to Section 70 of the New York Public Service Law

JOINT APPLICANTS

EXHIBIT JMS-1

FirstEnergy Met-Ed – County Map



For illustrative purposes only.

DESCRIPTION OF TERRITORY

EASTON AREA

Bucks County - Borough of Riegelsville.
Townships of Bridgeton, Durham, Nockamixon and Tinicum.

Monroe County - Boroughs of Delaware Water Gap, East Stroudsburg and Stroudsburg. Townships of Chestnuthill, Hamilton, Middle Smithfield, Price, Ross, Smithfield and Stroud.

Northampton County - City of Easton.
Boroughs of Bangor, Bath, Chapman, East Bangor, Glendon, Nazareth, Pen Argyl, Portland, Roseto, Stockertown, West Easton, Wilson and Wind Gap.
Townships of Allen, Bethlehem, Bushkill, East Allen, Forks, Lehigh, Lower Mt. Bethel, Lower Nazareth, Moore, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth, Washington and Williams.

Pike County - Townships of Delaware, Dingman and Lehman.

READING AREA

Berks County - City of Reading.
Boroughs of Bally, Bechtelsville, Bernville, Birdsboro, Boyertown, Centerport, Fleetwood, Hamburg, Kenhorst, Kutztown, Laureldale, Leesport, Lenhartsville, Lyons, Mohnton, Mt. Penn, St. Lawrence, Shillington, Shoemakersville, Strausstown, Topton, West Reading and Wyomissing.
Townships of Albany, Alsace, Amity, Bern, Brecknock, Centre, Colebrookdale, Cumru, District, Douglass, Earl, Exeter, Greenwich, Hereford, Jefferson, Longswamp, Lower Alsace, Maidencreek, Maxatawny, Muhlenberg, North Heidelberg, Oley, Ontelaunee, Penn, Perry, Pike, Richmond, Robeson, Rockland, Ruscombmanor, Spring, Tilden, Union, Upper Bern, Washington and Windsor.

Chester County - Township of Warwick.

Lancaster County - Borough of Adamstown.
Township of Brecknock.

Lehigh County - Townships of Lowhill, Lynn and Weisenberg.

Montgomery County - Townships of Douglass, Lower Pottsgrove, Upper Frederick, New Hanover and Upper Pottsgrove.

LEBANON AREA

Berks County - Borough of Womelsdorf.
Townships of Bethel, Jefferson, Marion, Tulpehocken, and Upper Tulpehocken.

Dauphin County - Borough of Middletown.
Townships of Conewago, Derry, East Hanover, Londonderry and Lower Swatara.

Lancaster County - Township of Conoy and West Donegal.

Lebanon County - City of Lebanon.

Boroughs of Cleona, Cornwall, Jonestown, Mt. Gretna, Myerstown, Richland and Palmyra.

Townships of Annville, Bethel, Cold Spring, East Hanover, Heidelberg, Jackson, North Annville, North Cornwall, North Lebanon, North Londonderry, South Annville, South Lebanon, South Londonderry, Swatara, Union, West Cornwall and West Lebanon.

YORK AREA

Adams County - Boroughs of Abbottstown, Arendtsville, Bendersville, Biglerville, Bonneauville, Carroll Valley, East Berlin, Fairfield, Gettysburg, Littlestown, McSherrystown, New Oxford and York Springs.

Townships of Berwick, Butler, Conewago, Cumberland, Franklin, Freedom, Germany, Hamilton, Hamiltonban, Highland, Huntington, Latimore, Menallen, Mt. Joy, Mt. Pleasant, Oxford, Reading, Straban, Tyrone and Union.

Cumberland County - Borough of Mt. Holly Springs.
Townships of Cooke, Dickinson, Monroe, South Middleton and Upper Allen.

Dauphin County - Township of Londonderry.

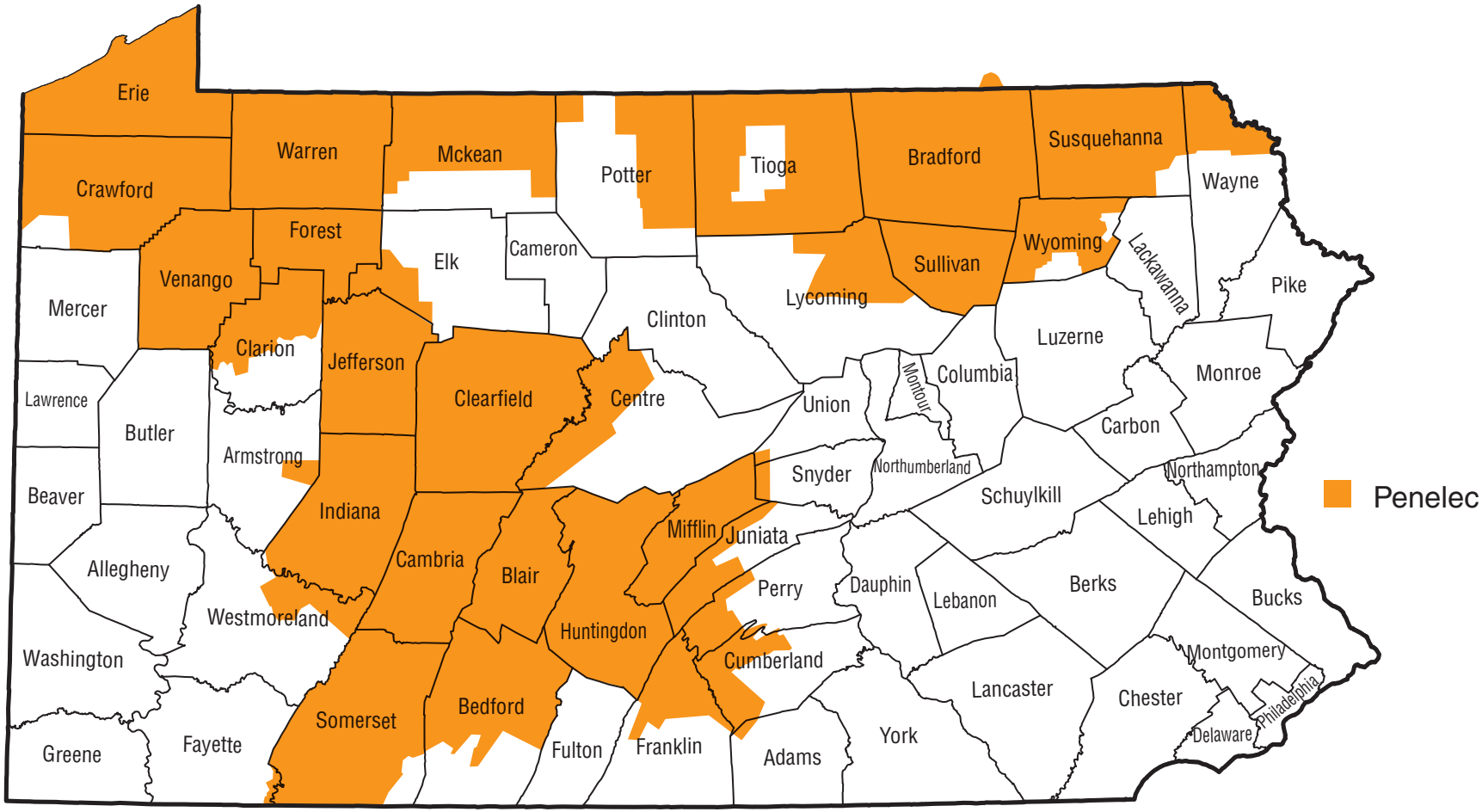
York County - City of York.
Boroughs of Cross Roads, Dallastown, Dillsburg, Dover, Fawn Grove, Felton, Franklintown, Glen Rock, Hallam, Hanover, Jacobus, Jefferson, Loganville, Manchester, Mount Wolf, New Freedom, New Salem, North York, Railroad, Red Lion, Seven Valleys, Shrewsbury, Spring Grove, Stewartstown, Wellsville, West York, Windsor, Winterstown, Wrightsville, Yoe, York Haven and Yorkana.

Townships of Carroll, Chanceford, Codorus, Conewago, Dover, East Hopewell, East Manchester, Fairview, Fawn, Franklin, Heidelberg, Hellam, Hopewell, Jackson, Lower Windsor, Manchester, Manheim, Monaghan, Newberry, North Codorus, North Hopewell, Paradise, Penn, Shrewsbury, Springettsbury, Springfield, Spring Garden, Warrington, Washington, West Manchester, West Manheim, Windsor and York.

JOINT APPLICANTS

EXHIBIT JMS-2

FirstEnergy *Penelec* – County Map



For illustrative purposes only.

DESCRIPTION OF TERRITORY

ARMSTRONG COUNTY

Townships of Cowanshannock.

BEDFORD COUNTY

Bedford, Cessna, Claar, Defiance, Everett, Fishertown, Hopewell, King, Langdondale, Loysburg, Manns Choice, New Enterprise, New Paris, Osterburg, Pleasantville, Queen, Rainsburg, Riddlesburg, Saxton, Schellsburg, Six Mile Run, St. Clairsville, Stonerstown, Water Side, Wolfsburg, Woodbury, Yellow Creek and territory adjacent thereto.

BLAIR COUNTY

Altoona, Bellwood, Canoe Creek, Claysburg, Curryville, Duncansville, East Freedom, Frankstown, Fredericksburg, Hollidaysburg, Martinsburg, McKee, Newry, Roaring Spring, Sharpsburg, Sproul, Tyrone, Williamsburg and territory adjacent thereto.

BRADFORD COUNTY

Boroughs of Alba, Athens, Burlington, Canton, LeRaysville, Monroe, New Albany, Rome, Sayre, South Waverly, Sylvania, Towanda, Troy and Wyalusing.

Townships of Albany, Armenia, Asylum, Athens, Burlington, Canton, Columbia, Franklin, Granville, Herrick, LeRoy, Litchfield, Monroe, North Towanda, Orwell, Overton, Pike, Ridgebury, Rome, Sheshequin, Smithfield, South Creek, Springfield, Standing Stone, Stevens, Terry, Towanda, Troy, Tuscarora, Ulster, Warren, Wells, West Burlington, Wilmot, Windham, Wyalusing and Wysox.

CAMBRIA COUNTY

City of Johnstown.

Boroughs of Ashville, Brownstown, Carrolltown, Cassandra, Chest Springs, Cresson, Daisytown, Dale, Ebensburg, Ehrenfeld, Ferndale, Franklin, Gallitzin, Geistown, Hastings, Lilly, Lorain, Loretto, Morgantown, Nanty-Glo, Nicktown, Northern Cambria, Patton, Portage, Revloc, Sankertown, Scalp Level, Shaft, Sonman, South Fork, Southmont, St. Benedict, St. Bonifacius, Summit, Tunnelhill, Twin Rocks, Vintondale, Westmont, Wilmore and territory adjacent thereto.

Townships of Adams, Allegheny, Barr, Blacklick, Cambria, Chest, Clearfield, Conemaugh, Cresson, Croyle, East Carroll, East Taylor, Elder, Gallitzin, Jackson, Lower Yoder, Middle Taylor, Munster, Portage, Reade, Richland, Stonycreek, Summerhill, Susquehanna, Upper Yoder, Washington, West Carroll, West Taylor and White.

CENTRE COUNTY

Boroughs of Philipsburg and Snow Shoe.

Townships of Burnside, Rush and Snow Shoe.

CLARION COUNTY

Boroughs of Callensburg, Foxburg, Knox, Shippensville and St. Petersburg.

Townships of Ashland, Beaver, Elk, Farmington, Highland, Knox, Licking, Paint, Richland, Salem and Washington.

CLEARFIELD COUNTY

City of DuBois.

Boroughs of Brisbin, Burnside, Chester Hill, Clearfield, Coalport, Curwensville, Glenhope, Grampian, Houtzdale, Irvona, Mahaffey, Newburg, New Washington, Osceola Mills, Ramey, Troutville, Wallaceton and Westover.

CLEARFIELD COUNTY (continued)

Townships of Beccaria, Bell, Bigler, Bloom, Boggs, Bradford, Brady, Burnside, Chest, Cooper, Covington, Decatur, Ferguson, Girard, Goshen, Graham, Greenwood, Gulich, Huston, Jordan, Karthaus, Knox, Lawrence, Morris, Penn, Pike, Pine, Sandy, Union and Woodward.

CRAWFORD COUNTY

Cities of Meadville and Titusville.

Boroughs of Blooming Valley, Cambridge Springs, Centerville, Cochranton, Conneautville, Hydetown, Linesville, Saegertown, Spartansburg, Springboro, Townville, Venango and Woodcock.

Townships of Athens, Beaver, Bloomfield, Cambridge, Conneaut, Cussewago, East Fairfield, East Mead, Fairfield, Greenwood, Hayfield, North Shenango, Oil Creek, Pine, Randolph, Richmond, Rockdale, Rome, Sadsbury (portion), Sparta, Spring, Steuben, Summerhill, Summit, Union, Venango, Vernon, West Mead and Woodcock.

CUMBERLAND COUNTY

Newburg, Shippensburg and territory adjacent thereto.

ERIE COUNTY

Cities of Corry and Erie.

Boroughs of Albion, Cranesville, East Springfield, Edinboro, Elgin, Fairview, Lake City, McKean, Mill Village, North East, Platea, Union City, Waterford, Wattsburg and Wesleyville.

Townships of Amity, Concord, Conneaut, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, Washington, Waterford and Wayne.

FOREST COUNTY

Borough of Tionesta.

Townships of Barnett, Green, Harmony, Hickory, Jenks, Kingsley and Tionesta.

FRANKLIN COUNTY

Concord, Doylestown, Dry Run, Fannettsburg, Orrstown, Roxbury, Spring Run, Upper Strasburg and territory adjacent thereto.

HUNTINGDON COUNTY

Alexandria, Ardenheim, Barree, Birmingham, Blairs Mills, Broad Top City, Coalmont, Dudley, Franklinville, Graysville, Huntingdon, Mapleton, Marklesburg, McConnellstown, Mill Creek, Mount Union, Orbisonia, Petersburg, Robertsdale, Rock Hill, Saltillo, Shade Gap, Shirleysburg, Spruce Creek, Three Springs, Union Furnace, Water Street, Woodvale and territory adjacent thereto.

INDIANA COUNTY

Boroughs of Armagh, Blairsville, Cherry Tree, Clymer, Ernest, Glen Campbell, Homer City, Indiana, Marion Center, Plumville, Shelocta and Smicksburg.

Townships of Armstrong, Banks, Blacklick, Brush Valley, Buffington, Burrell, Canoe, Center, Cherryhill, Conemaugh, East Mahoning, East Wheatfield, Grant, Green, Montgomery, North Mahoning, Pine, Rayne, South Mahoning, Washington, West Mahoning, West Wheatfield, White and Young.

JEFFERSON COUNTY

Boroughs of Big Run, Brockway, Brookville, Corsica, Falls Creek, Punxsutawney, Reynoldsville, Summerville, Sykesville, Timblin and Worthville.

JEFFERSON COUNTY (continued)

Townships of Barnett, Beaver, Bell, Clover, Eldred, Gaskill, Henderson, Knox, McCalmont, Oliver, Perry, Pine Creek, Porter, Ringgold, Rose, Snyder, Union, Warsaw, Washington, Winslow and Young.

JUNIATA COUNTY

East Waterford, Honey Grove, Spruce Hill, Waterloo, Academia, Walnut and territory adjacent thereto.

LYCOMING COUNTY

Townships of Cascade, Gamble, Jackson, Lewis, McIntyre, McNett and Plunketts Creek.

McKEAN COUNTY

City of Bradford.

Boroughs of Eldred, Lewis Run and Port Allegany.

Townships of Annin, Bradford, Ceres, Corydon, Eldred, Foster, Hamilton, Keating, LaFayette, Liberty and Otto.

MIFFLIN COUNTY

Alfarata, Belleville, Burnham, Kistler, Lewistown, Mattawana, Maitland, McVeytown, Milroy, Newton Hamilton, Paintersville, Reedsville, Yeagertown and territory adjacent thereto.

PERRY COUNTY

Blain, New Germantown and territory adjacent thereto.

POTTER COUNTY

Boroughs of Galeton, Ulysses and Shinglehouse.

Townships of Abbott, Bingham, Genesee, Harrison, Hector, Pike, Sharon, Ulysses and West Branch.

SOMERSET COUNTY

Boroughs of Addison, Benson, Boswell, Central City, Confluence, Garrett, Jennertown, Meyersdale, New Centerville, Paint, Rockwood, Salisbury, Shanksville, Somerset, Stoystown, Ursina and Windber.

Townships of Addison, Allegheny, Black, Brothersvalley, Conemaugh, Elk Lick, Jefferson, Jenner, Lincoln, Lower Turkeyfoot, Milford, Ogle, Paint, Quemahoning, Shade, Somerset, Stonycreek, Summit and Upper Turkeyfoot.

SULLIVAN COUNTY

Boroughs of Dushore, Eagles Mere, Forksville and Laporte.

Townships of Cherry, Colley, Davidson, Elkland, Forks, Fox, Hillsgrove, Laporte and Shrewsbury.

SUSQUEHANNA COUNTY

Boroughs of Friendsville, Great Bend, Hallstead, Hop Bottom, Lanesboro, Little Meadows, Montrose, New Milford, Oakland, Susquehanna and Thompson.

Townships of Apolacon, Ararat, Auburn, Bridgewater, Brooklyn, Choconut, Dimock, Forest Lake, Franklin, Gibson, Great Bend, Harford, Harmony, Jackson, Jessup, Lathrop, Lenox, Liberty, Middletown, New Milford, Oakland, Rush, Silver Lake, Springville and Thompson.

TIOGA COUNTY

Boroughs of Blossburg, Elkland, Knoxville, Lawrenceville, Liberty, Mansfield, Roseville, Tioga, and Westfield.

Townships of Bloss, Brookfield, Charleston, Chatham, Clymer, Covington, Deerfield, Delmar, Duncan, Elk, Elkland, Farmington, Gaines, Hamilton, Jackson, Lawrence, Liberty, Morris, Nelson, Osceola, Putnam, Richmond, Rutland, Shippen, Sullivan, Tioga, Union, Ward and Westfield.

VENANGO COUNTY

Cities of Franklin and Oil City.

Boroughs of Clintonville, Cooperstown, Emlenton, Pleasantville, Polk, Rouseville and Utica.

Townships of Allegheny, Canal, Cherry Tree, Clinton, Cornplanter, Cranberry, French Creek, Irwin, Jackson, Oakland, Oil Creek, Pine Grove, Plum, Richland, Sandy Creek, Scrubgrass and Sugar Creek.

WARREN COUNTY

Boroughs of Bear Lake, Clarendon, Sugar Grove, Tidioute, Warren and Youngsville.

Townships of Brokenstraw, Columbus, Conewango, Corydon, Deerfield, Eldred, Elk, Farmington, Freehold, Glade, Kinzua, Limestone, Mead, Pine Grove, Pittsfield, Pleasant, Sheffield, Southwest, Spring Creek, Sugar Gove and Triumph.

WAYNE COUNTY

Borough of Starrucca.

Townships of Buckingham, Manchester, Preston and Scott.

WESTMORELAND COUNTY

Boroughs of Bolivar, New Florence and Seward.

Townships of Derry, Fairfield and St. Clair.

WYOMING COUNTY

Boroughs of Laceyville, Meshoppen, Nicholson and Tunkhannock.
Townships of Braintrim, Eaton, Exeter, Falls, Forkston, Lemon, Mehoopany, Meshoppen, Nicholson, North Branch, North Moreland, Tunkhannock, Washington and Windham.

JOINT APPLICANTS

EXHIBIT JMS-3

FirstEnergy Penn Power – County Map

For illustrative purposes only.

DESCRIPTION OF TERRITORY

ALLEGHENY COUNTY

Boroughs	Bradford Woods	Franklin Park	
Town	McCandless		
Townships	Marshall	Pine	Ross

BEAVER COUNTY

Boroughs	Big Beaver	Homewood	New Galilee
	Darlington	Koppel	
Townships	Chippewa	Franklin	North Sewickley
	Darlington	Marion	South Beaver

BUTLER COUNTY

Boroughs	Callery	Harmony	Valencia
	Connoquenessing	Mars	Zelienople
	Evans City	Seven Fields	
Townships	Adams	Cranberry	Jackson
	Connoquenessing	Forward	Lancaster

CRAWFORD COUNTY

Borough	Conneaut Lake		
Townships	East Fallowfield	North Shenango	Summit
	West Fallowfield	South Shenango	
	Sadsbury	West Shenango	

LAWRENCE COUNTY

City	New Castle		
Boroughs	Bessemer	New Beaver	Volant
	Ellwood City	New Wilmington	Wampum
	Ellport	SNPJ	
	Enon Valley	South New Castle	
Townships	Hickory	Plain Grove	Union
	Little Beaver	Pulaski	Washington
	Mahoning	Scott	Wayne
	Neshannock	Shenango	Wilmington
	North Beaver	Slippery Rock	
	Perry	Taylor	

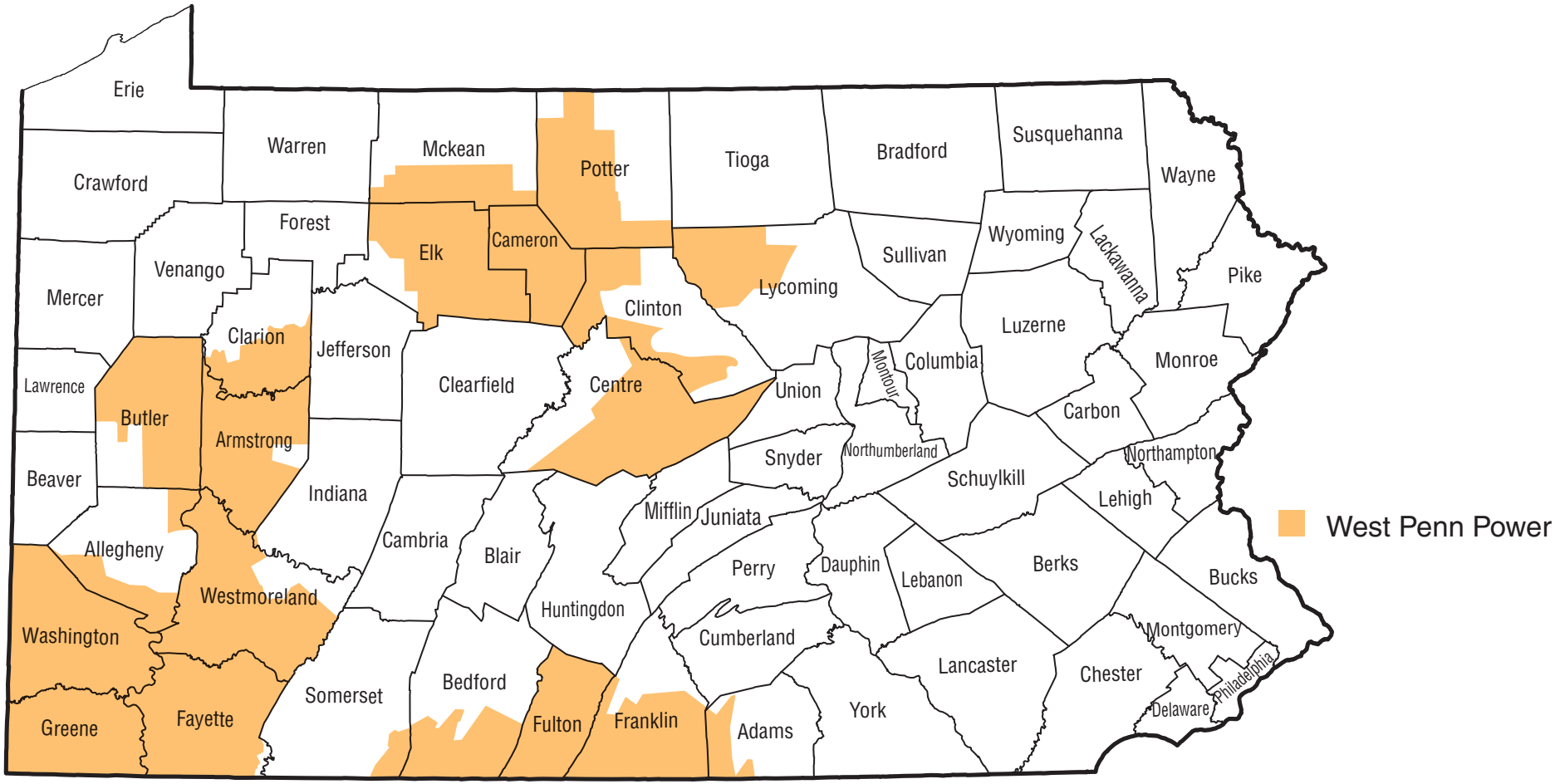
MERCER COUNTY

Cities	Hermitage	Farrell	Sharon
Boroughs	Clark	Jamestown	Sheakleyville
	Fredonia	Mercer	Stoneboro
	Greenville	New Lebanon	West Middlesex
	Grove City	Sandy Lake	Wheatland
	Jackson Center	Sharpsville	
Townships	Cool Spring	Jefferson	Salem
	Deer Creek	Lackawannock	Sandy Creek
	Delaware	Lake	Sandy Lake
	E. Lackawannock	Liberty	Shenango
	Fairview	Mill Creek	Springfield
	Findley	New Vernon	Sugar Grove
	French Creek	Otter Creek	West Salem
	Greene	Perry	Wilmington
	Hempfield	Pine	Wolf Creek
	Jackson	South Pymatuning	Worth

JOINT APPLICANTS

EXHIBIT JMS-4

FirstEnergy West Penn – County Map



For illustrative purposes only.

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

BEDFORD COUNTY

Borough of Hyndman

Townships

Cumberland Valley
East Providence
Londonderry
Mann
Monroe
Southampton

BLAIR COUNTY
Townships

Snyder

BUTLER COUNTY
City of Butler
Boroughs

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

Townships

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

CAMERON COUNTY
Boroughs

Driftwood
Emporium

Townships

Gibson
Grove
Lumber
Portage
Shippen

CENTRE COUNTY
Boroughs

Bellefonte
Centre Hall
Howard
Millheim
Milesburg
Port Matilda
State College
Unionville

Townships

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

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	Leidy	West Keating
Chapman	Grugan	Porter	
East Keating	Lamar		

ELK COUNTY

City

St. Marys

Boroughs

Johnsonburg Ridgway

Townships

Benezette	Fox	Horton	Jones
	Highland	Jay	Ridgway

FAYETTE COUNTY

Cities

Connellsville Uniontown

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	

FULTON COUNTY

Boroughs

McConnellsburg Valley High

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

JEFFERSON COUNTY

Townships

Clover Ringgold

LYCOMING COUNTY

Townships

Brown
Cummings
McHenry
Pine
Cogan House

McKEAN COUNTY

Boroughs

Kane
Mt. Jewett

Townships

Hamlin
Norwich
Sergeant
Wetmore

POTTER COUNTY

Boroughs

Austin
Coudersport
Oswayo

Townships

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

SOMERSET COUNTY

Borough of Wellersburg
Townships

Fairhope
Southampton

WASHINGTON COUNTY

City

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 Brownsville
Centerville	Ellsworth	Midway	West Middletown
Charleroi	Elco	New Eagle	
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

WESTMORELAND COUNTY

Cities

Arnold	Jeannette	Lower Burrell	New Kensington
Greensburg	Latrobe	Monessen	

Boroughs

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

Townships

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

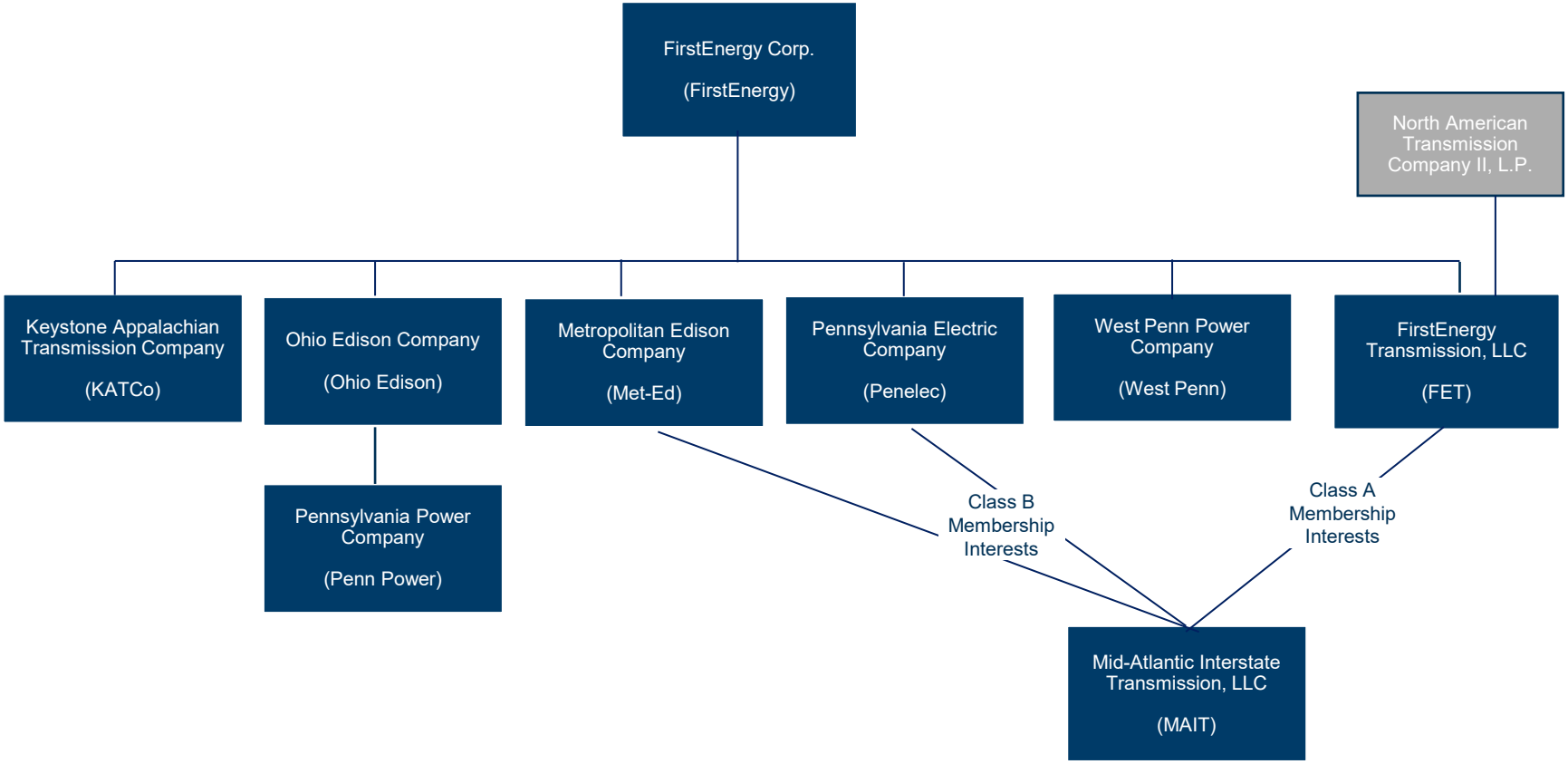
The Company's Rate Schedules and Rules and Regulations also apply in territory adjacent to the above named localities.

JOINT APPLICANTS

EXHIBIT JMS-5

Current FirstEnergy Organization

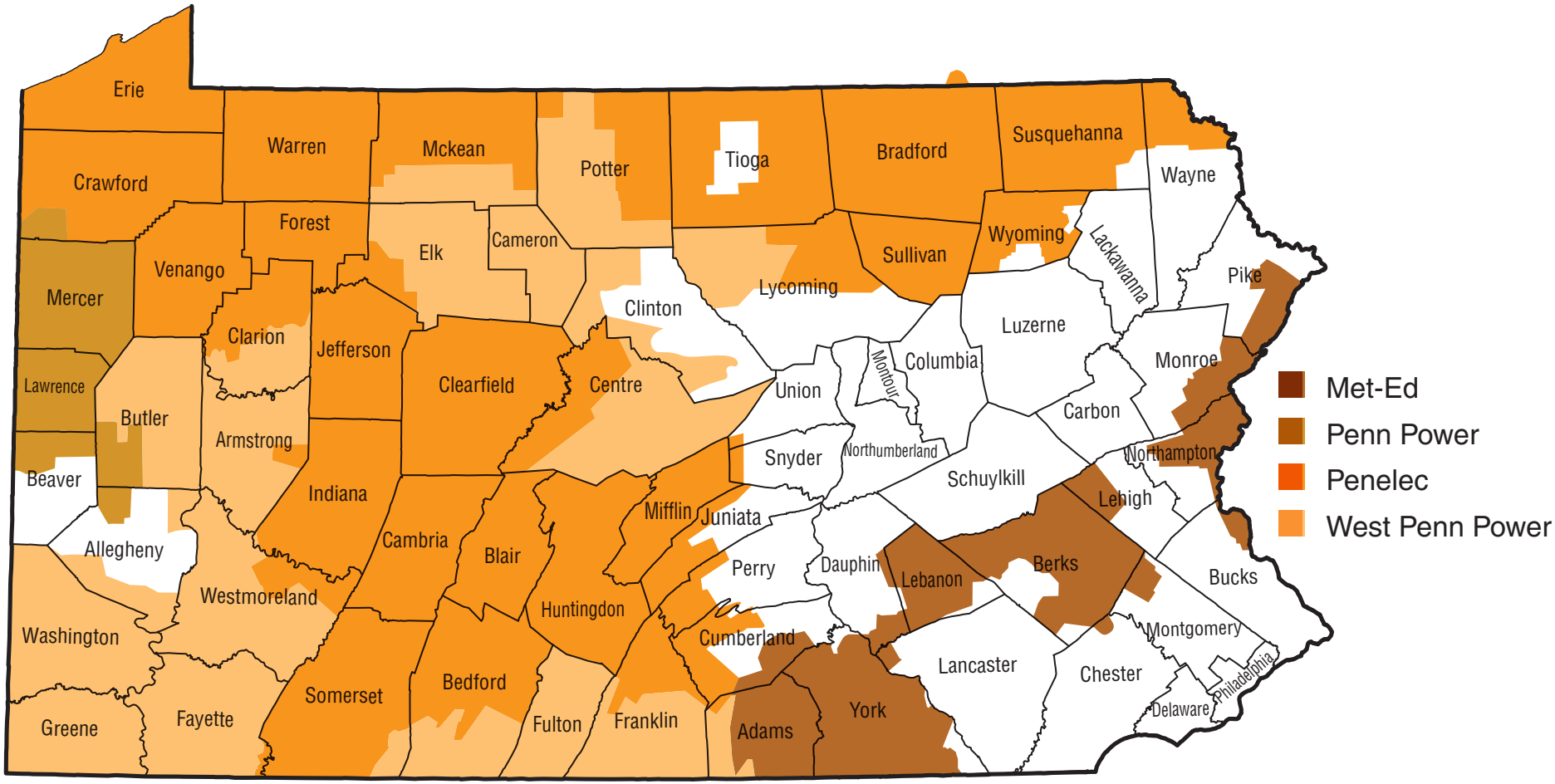
(Pertinent In-Scope Entities Only)



JOINT APPLICANTS

EXHIBIT JMS-6

FirstEnergy Pennsylvania Operating Company – County Map



For illustrative purposes only.

DESCRIPTION OF TERRITORY

ADAMS COUNTY – Met-Ed and West Penn Rate Districts

Met-Ed Rate District

Boroughs of Abbottstown, Arendtsville, Bendersville, Biglerville, Bonneauville, East Berlin, Fairfield, Gettysburg, Littlestown, McSherrystown, New Oxford, York Springs.

Townships of Berwick, Butler, Conewago, Cumberland, Franklin, Freedom, Germany, Hamilton, Hamiltonban, Highland, Huntington, Latimore, Menallen, Mt. Joy, Mt. Pleasant, Oxford, Reading, Straban, Tyrone, Union.

West Penn Rate District

Borough of Carroll Valley.

Townships of Franklin, Hamiltonban, Liberty.

ALLEGHENY COUNTY – Penn Power and West Penn Rate Districts

Penn Power Rate District

Boroughs of Bradford Woods, Franklin Park.

Townships of Marshall, McCandless, Pine, Ross.

West Penn Rate District

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

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

DESCRIPTION OF TERRITORY (continued)

ARMSTRONG COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Township of Cowanshannock.

West Penn Rate District

City of Parker.

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

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

BEAVER COUNTY – Penn Power Rate District

Boroughs of Big Beaver, Darlington, Homewood, Koppel, New Galilee.

Townships of Chippewa, Darlington, Franklin, Marion, North Sewickley, South Beaver.

BEDFORD COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Bedford, Coaldale, Everett, Hopewell, Manns Choice, New Paris, Pleasantville, Rainsburg, Saxton, Schellsburg, St. Clairsville, Woodbury.

Townships of Bedford, Bloomfield, Broad Top, Colerain, East St. Clair, Harrison, Hopewell, Juniata, Kimmel, King, Liberty, Lincoln, Napier, Pavia, Snake Spring, South Woodbury, West Providence, West St. Clair, Woodbury.

West Penn Rate District

Borough of Hyndman.

Townships of Cumberland Valley, East Providence, Londonderry, Mann, Monroe, Southampton.

DESCRIPTION OF TERRITORY (continued)

BERKS COUNTY – Met-Ed Rate District

City of Reading.

Boroughs of Bally, Bechtelsville, Bernville, Birdsboro, Boyertown, Centerport, Fleetwood, Hamburg, Kenhorst, Kutztown, Laureldale, Leesport, Lenhartsville, Lyons, Mohnton, Mt. Penn, Shillington, Shoemakersville, St. Lawrence, Topton, West Reading, Womelsdorf, Wyomissing.

Townships of Albany, Alsace, Amity, Bern, Bethel, Brecknock, Centre, Colebrookdale, Cumru, District, Douglass, Earl, Exeter, Greenwich, Hereford, Jefferson, Longswamp, Lower Alsace, Maidencreek, Marion, Maxatawny, Muhlenberg, North Heidelberg, Oley, Ontelaunee, Penn, Perry, Pike, Richmond, Robeson, Rockland, Ruscombmanor, Spring, Tilden, Tulpehocken, Union, Upper Bern, Upper Tulpehocken, Washington, Windsor.

BLAIR COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

City of Altoona.

Boroughs of Bellwood, Duncansville, Hollidaysburg, Martinsburg, Newry, Roaring Spring, Tyrone, Williamsburg.

Townships of Allegheny, Antis, Blair, Catharine, Frankstown, Freedom, Greenfield, Huston, Juniata, Logan, North Woodbury, Taylor, Tyrone, Woodbury.

West Penn Rate District

Township of Snyder.

BRADFORD COUNTY – Penelec Rate District

Boroughs of Alba, Athens, Burlington, Canton, LeRaysville, Monroe, New Albany, Rome, Sayre, South Waverly, Sylvania, Towanda, Troy, Wyalusing.

Townships of Albany, Armenia, Asylum, Athens, Burlington, Canton, Columbia, Franklin, Granville, Herrick, LeRoy, Litchfield, Monroe, North Towanda, Orwell, Overton, Pike, Ridgebury, Rome, Sheshequin, Smithfield, South Creek, Springfield, Standing Stone, Stevens, Terry, Towanda, Troy, Tuscarora, Ulster, Warren, Wells, West Burlington, Wilmot, Windham, Wyalusing, Wysox.

BUCKS COUNTY – Met-Ed Rate District

Borough of Riegelsville.

Townships of Bridgeton, Durham, Nockamixon, Tinicum.

DESCRIPTION OF TERRITORY (continued)

BUTLER COUNTY – Penn Power and West Penn Rate Districts

Penn Power Rate District

Boroughs of Callery, Connoquenessing, Evans City, Harmony, Mars, Seven Fields, Valencia, Zelienople.

Townships of Adams, Connoquenessing, Cranberry, Forward, Jackson, Lancaster.

West Penn Rate District

City of Butler.

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

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

CAMBRIA COUNTY – Penelec Rate District

City of Johnstown.

Boroughs of Ashville, Brownstown, Carrolltown, Cassandra, Chest Springs, Cresson, Daisytown, Dale, Ebensburg, Ehrenfeld, Ferndale, Franklin, Gallitzin, Geistown, Hastings, Lilly, Lorain, Loretto, Nanty Glo, Northern Cambria, Patton, Portage, Sankertown, Scalp Level, South Fork, Southmont, Tunnelhill, Vintondale, Westmont, Wilmore.

Townships of Adams, Allegheny, Barr, Blacklick, Cambria, Chest, Clearfield, Conemaugh, Cresson, Croyle, Dean, East Carroll, East Taylor, Elder, Gallitzin, Jackson, Lower Yoder, Middle Taylor, Munster, Portage, Reade, Richland, Stonycreek, Summerhill, Susquehanna, Upper Yoder, Washington, West Carroll, West Taylor, White.

CAMERON COUNTY – West Penn Rate District

Boroughs of Driftwood, Emporium.

Townships of Gibson, Grove, Lumber, Portage, Shippen.

DESCRIPTION OF TERRITORY (continued)

CENTRE COUNTY – Penelec, PSU and West Penn Rate Districts

Penelec Rate District

Boroughs of Philipsburg, Snow Shoe.

Townships of Burnside, Rush, Snow Shoe.

PSU Rate District

The Pennsylvania State University.

West Penn Rate District

Boroughs of Bellefonte, Centre Hall, Howard, Milesburg, Millheim, Port Matilda, State College, Unionville.

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

CHESTER COUNTY – Met-Ed District

Township of Warwick.

CLARION COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Callensburg, Foxburg, Knox, Shippenville, St. Petersburg.

Townships of Ashland, Beaver, Elk, Farmington, Highland, Knox, Licking, Paint, Richland, Salem, Washington.

West Penn Rate District

Boroughs of Clarion, East Brady, Hawthorn, New Bethlehem, Rimersburg, Sligo, Strattanville.

Townships of Brady, Clarion, Limestone, Madison, Millcreek, Monroe, Perry, Piney, Porter, Redbank, Toby.

DESCRIPTION OF TERRITORY (continued)

CLEARFIELD COUNTY – Penelec Rate District

City of DuBois.

Boroughs of Brisbin, Burnside, Chester Hill, Clearfield, Coalport, Curwensville, Glen Hope, Grampian, Houtzdale, Irvona, Mahaffey, New Washington, Newburg, Osceola Mills, Ramey, Troutville, Wallaceton, Westover.

Townships of Beccaria, Bell, Bigler, Bloom, Boggs, Bradford, Brady, Burnside, Chest, Cooper, Covington, Decatur, Ferguson, Girard, Goshen, Graham, Greenwood, Gulich, Huston, Jordan, Karthaus, Knox, Lawrence, Morris, Penn, Pike, Pine, Sandy, Union, Woodward.

CLINTON COUNTY – West Penn Rate District

Borough of Beech Creek.

Townships of Beech Creek, Chapman, East Keating, Gallagher, Grugan, Lamar, Leidy, Porter, West Keating.

CRAWFORD COUNTY – Penelec and Penn Power Rate Districts

Penelec Rate District

Cities of Meadville, Titusville.

Boroughs of Blooming Valley, Cambridge Springs, Centerville, Cochranton, Conneautville, Hydetown, Linesville, Saegertown, Spartansburg, Springboro, Townville, Venango, Woodcock.

Townships of Athens, Beaver, Bloomfield, Cambridge, Conneaut, Cussewago, East Fairfield, East Mead, Fairfield, Greenwood, Hayfield, Oil Creek, Pine, Randolph, Richmond, Rockdale, Rome, Sadsbury , Sparta, Spring, Steuben, Summerhill, Summit, Troy, Union, Venango, Vernon, Wayne, West Mead, Woodcock.

Penn Power Rate District

Borough of Conneaut Lake.

Townships of East Fallowfield, North Shenango, Sadsbury, South Shenango, Summit, West Fallowfield, West Shenango.

DESCRIPTION OF TERRITORY (continued)

CUMBERLAND COUNTY – Met-Ed and Penelec Rate Districts

Met-Ed Rate District

Borough of Mt. Holly Springs.

Townships of Cooke, Dickinson, Monroe, South Middleton.

Penelec Rate District

Boroughs of Newburg, Shippensburg.

Townships of Hopewell, Lower Frankford, Lower Mifflin, Shippensburg, Southampton, Upper Frankford, Upper Mifflin.

DAUPHIN COUNTY – Met-Ed Rate District

Boroughs of Middletown, Royalton.

Townships of Conewago, Derry, East Hanover, Londonderry, Lower Swatara.

ELK COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Townships of Millstone, Spring Creek.

West Penn Rate District

City of St. Marys.

Boroughs of Johnsonburg, Ridgway.

Townships of Benezette, Fox, Highland, Horton, Jay, Jones, Ridgway.

ERIE COUNTY – Penelec Rate District

Cities of Corry, Erie.

Boroughs of Albion, Cranesville, Edinboro, Elgin, Lake City, McKean, Mill Village, North East, Platea, Union City, Waterford, Wattsburg, Wesleyville.

Townships of Amity, Concord, Conneaut, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, Le Boeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, Washington, Waterford, Wayne.

DESCRIPTION OF TERRITORY (continued)

FAYETTE COUNTY – West Penn Rate District

Cities of Connellsville, Uniontown.

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

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

FOREST COUNTY – Penelec Rate District

Borough of Tionesta.

Townships of Barnett, Green, Harmony, Hickory, Howe, Jenks, Kingsley, Tionesta.

FRANKLIN COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Borough of Orrstown.

Townships of Fannett, Letterkenny, Lurgan, Metal, Southampton.

West Penn Rate District

Boroughs of Chambersburg, Greencastle, Mercersburg, Mont Alto, Waynesboro.

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

FULTON COUNTY – West Penn Rate District

Boroughs of McConnellsburg, Valley-Hi.

Townships of Ayr, Belfast, Bethel, Brush Creek, Dublin, Licking Creek, Taylor, Thompson, Todd, Union, Wells.

GREENE COUNTY – West Penn Rate District

Boroughs of Carmichaels, Clarksville, Greensboro, Jefferson, Rices Landing, Waynesburg.

Townships of Aleppo, Center, Cumberland, Dunkard, Franklin, Freeport, Gilmore, Gray, Greene, Jackson, Jefferson, Monongahela, Morgan, Morris, Perry, Richhill, Springhill, Washington, Wayne, Whiteley.

DESCRIPTION OF TERRITORY (continued)

HUNTINGDON COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Alexandria, Birmingham, Broad Top City, Cassville, Coalmont, Dudley, Huntingdon, Mapleton, Marklesburg, Mill Creek, Mount Union, Orbisonia, Petersburg, Rockhill, Saltillo, Shade Gap, Shirleysburg, Three Springs.

Townships of Barree, Brady, Carbon, Cass, Clay, Cromwell, Dublin, Franklin, Henderson, Hopewell, Jackson, Juniata, Lincoln, Logan, Miller, Morris, Oneida, Penn, Porter, Shirley, Smithfield, Springfield, Spruce Creek, Tell, Todd, Union, Walker, Warriors Mark, West, Wood.

West Penn Rate District

Township of Franklin.

INDIANA COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Armagh, Blairsville, Cherry Tree, Clymer, Creekside, Ernest, Glen Campbell, Homer City, Indiana, Marion Center, Plumville, Shelocta, Smicksburg.

Townships of Banks, Black Lick, Brush Valley, Buffington, Burrell, Canoe, Center, Cherryhill, Conemaugh, East Mahoning, East Wheatfield, Grant, Green, Montgomery, North Mahoning, Pine, Rayne, South Mahoning, Washington, West Mahoning, West Wheatfield, White, Young.

West Penn Rate District

Borough of Saltsburg.

Townships of Armstrong, Conemaugh.

JEFFERSON COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Big Run, Brockway, Brookville, Corsica, Falls Creek, Punxsutawney, Reynoldsville, Summerville, Sykesville, Timblin, Worthville.

Townships of Barnett, Beaver, Bell, Eldred, Gaskill, Heath, Henderson, Knox, McCalmont, Oliver, Perry, Pine Creek, Polk, Porter, Rose, Snyder, Union, Warsaw, Washington, Winslow, Young.

West Penn Rate District

Townships of Clover, Ringgold.

DESCRIPTION OF TERRITORY (continued)

JUNIATA COUNTY – Penelec Rate District

Townships of Beale, Lack, Spruce Hill, Tuscarora.

LANCASTER COUNTY – Met-Ed Rate District

Borough of Adamstown.

Townships of Brecknock, Conoy, West Donegal.

LAWRENCE COUNTY – Penn Power Rate District

City of New Castle.

Boroughs of Bessemer, Ellport, Ellwood City, Enon Valley, New Beaver, New Wilmington, S.N.P.J., South New Castle, Volant, Wampum.

Townships of Hickory, Little Beaver, Mahoning, Neshannock, North Beaver, Perry, Plain Grove, Pulaski, Scott, Shenango, Slippery Rock, Taylor, Union, Washington, Wayne, Wilmington.

LEBANON COUNTY – Met-Ed Rate District

City of Lebanon.

Boroughs of Cleona, Cornwall, Jonestown, Mt. Gretna, Myerstown, Palmyra, Richland.

Townships of Annville, Bethel, Cold Spring, East Hanover, Heidelberg, Jackson, North Annville, North Cornwall, North Lebanon, North Londonderry, South Annville, South Lebanon, South Londonderry, Swatara, Union, West Cornwall, West Lebanon.

LEHIGH COUNTY – Met-Ed Rate District

Townships of Lowhill, Lynn, Weisenberg.

LYCOMING COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Townships of Cascade, Gamble, Jackson, Lewis, McIntyre, McNett, Plunketts Creek.

West Penn Rate District

Townships of Brown, Cogan House, Cummings, McHenry, Pine.

DESCRIPTION OF TERRITORY (continued)

McKEAN COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

City of Bradford.

Boroughs of Eldred, Lewis Run, Port Allegany.

Townships of Annin, Bradford, Ceres, Corydon, Eldred, Foster, Hamilton, Keating, Lafayette, Liberty, Otto.

West Penn Rate District

Boroughs of Kane, Mt. Jewett.

Townships of Hamlin, Norwich, Sergeant, Wetmore.

MERCER COUNTY – Penn Power Rate District

Cities of Farrell, Hermitage, Sharon.

Boroughs of Clark, Fredonia, Greenville, Grove City, Jackson Center, Jamestown, Mercer, New Lebanon, Sandy Lake, Sharpsville, Sheakleyville, Stoneboro, West Middlesex, Wheatland.

Townships of Coolspring, Deer Creek, Delaware, East Lackawannock, Fairview, Findley, French Creek, Greene, Hempfield, Jackson, Jefferson, Lackawannock, Lake, Liberty, Mill Creek, New Vernon, Otter Creek, Perry, Pine, Pymatuning, Salem, Sandy Creek, Sandy Lake, Shenango, South Pymatuning, Springfield, Sugar Grove, West Salem, Wilmington, Wolf Creek, Worth.

MIFFLIN COUNTY – Penelec Rate District

Boroughs of Burnham, Juniata Terrace, Kistler, Lewistown, McVeytown, Newton Hamilton.

Townships of Armagh, Bratton, Brown, Decatur, Derry, Granville, Menno, Oliver, Union, Wayne.

MONROE COUNTY – Met-Ed Rate District

Boroughs of Delaware Water Gap, East Stroudsburg, Stroudsburg.

Townships of Chestnuthill, Hamilton, Middle Smithfield, Price, Ross, Smithfield, Stroud.

MONTGOMERY COUNTY – Met-Ed Rate District

Townships of Douglass, Lower Pottsgrove, New Hanover, Upper Frederick, Upper Pottsgrove.

DESCRIPTION OF TERRITORY (continued)

NORTHAMPTON COUNTY – Met-Ed Rate District

City of Easton.

Boroughs of Bangor, Bath, Chapman, East Bangor, Glendon, Nazareth, Pen Argyl, Portland, Roseto, Stockertown, West Easton, Wilson, Wind Gap.

Townships of Allen, Bethlehem, Bushkill, East Allen, Forks, Lehigh, Lower Mt. Bethel, Lower Nazareth, Moore, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth, Washington, Williams.

PERRY COUNTY – Penelec Rate District

Borough of Blain.

Townships of Jackson, Toboyne.

PIKE COUNTY – Met-Ed Rate District

Townships of Delaware, Dingman, Lehman.

POTTER COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Galeton, Shinglehouse, Ulysses.

Townships of Abbott, Bingham, Genesee, Harrison, Hector, Pike, Sharon, Ulysses, West Branch.

West Penn Rate District

Boroughs of Austin, Coudersport, Oswayo.

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

DESCRIPTION OF TERRITORY (continued)

SOMERSET COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Addison, Benson, Boswell, Callimont, Casselman, Central City, Confluence, Garrett, Indian Lake, Jennerstown, Meyersdale, New Baltimore, New Centerville, Paint, Rockwood, Salisbury, Seven Springs, Shanksville, Somerset, Stoystown, Ursina, Windber.

Townships of Addison, Allegheny, Black, Brothersvalley, Conemaugh, Elk Lick, Greenville, Jefferson, Jenner, Larimer, Lincoln, Lower Turkeyfoot, Middlecreek, Milford, Northampton, Ogle, Paint, Quemahoning, Shade, Somerset, Stonycreek, Summit, Upper Turkeyfoot.

West Penn Rate District

Borough of Wellersburg.

Townships of Fairhope, Southampton.

SULLIVAN COUNTY – Penelec Rate District

Boroughs of Dushore, Eagles Mere, Forksville, Laporte.

Townships of Cherry, Colley, Davidson, Elkland, Forks, Fox, Hillsgrove, Laporte, Shrewsbury.

SUSQUEHANNA COUNTY – Penelec Rate District

Boroughs of Friendsville, Great Bend, Hallstead, Hop Bottom, Lanesboro, Little Meadows, Montrose, New Milford, Oakland, Susquehanna Depot, Thompson.

Townships of Apolacon, Ararat, Auburn, Bridgewater, Brooklyn, Choconut, Dimock, Forest Lake, Franklin, Gibson, Great Bend, Harford, Harmony, Jackson, Jessup, Lathrop, Lenox, Liberty, Middletown, New Milford, Oakland, Rush, Silver Lake, Springville, Thompson.

TIOGA COUNTY – Penelec Rate District

Boroughs of Blossburg, Elkland, Knoxville, Lawrenceville, Liberty, Mansfield, Roseville, Tioga, Westfield.

Townships of Bloss, Brookfield, Charleston, Chatham, Clymer, Covington, Deerfield, Delmar, Duncan, Elk, Farmington, Gaines, Hamilton, Jackson, Lawrence, Liberty, Morris, Nelson, Osceola, Putnam, Richmond, Rutland, Shippen, Sullivan, Tioga, Union, Ward, Westfield.

DESCRIPTION OF TERRITORY (continued)

VENANGO COUNTY – Penelec Rate District

Cities of Franklin, Oil City.

Boroughs of Barkeyville, Clintonville, Cooperstown, Emlenton, Pleasantville, Polk, Rouseville, Sugarcreek, Utica.

Townships of Allegheny, Canal, Cherrytree, Clinton, Cornplanter, Cranberry, Frenchcreek, Irwin, Jackson, Mineral, Oakland, Oil Creek, Pinegrove, Plum, President, Richland, Rockland, Sandycreek, Scrubgrass, Victory.

WARREN COUNTY – Penelec Rate District

City of Warren.

Boroughs of Bear Lake, Clarendon, Sugar Grove, Tidioute, Youngsville.

Townships of Brokenstraw, Cherry Grove, Columbus, Conewango, Deerfield, Eldred, Elk, Farmington, Freehold, Glade, Limestone, Mead, Pine Grove, Pittsfield, Pleasant, Sheffield, Southwest, Spring Creek, Sugar Grove, Triumph, Watson.

WASHINGTON COUNTY – West Penn Rate District

Cities of Monongahela, Washington.

Boroughs of Allenport, Beallsville, Bentleyville, Burgettstown, California, Canonsburg, Centerville, Charleroi, Claysville, Coal Center, Cokeburg, Deemston, Donora, Dunlevy, East Washington, Elco, Ellsworth, Finleyville, Green Hills, Houston, Long Branch, Marianna, McDonald, Midway, New Eagle, North Charleroi, Roscoe, Speers, Stockdale, Twilight, West Brownsville, West Middletown.

Townships of Amwell, Blaine, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Bethlehem, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mt. Pleasant, North Bethlehem, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union, West Bethlehem, West Finley, West Pike Run.

WAYNE COUNTY – Penelec Rate District

Borough of Starrucca.

Townships of Buckingham, Manchester, Preston, Scott.

DESCRIPTION OF TERRITORY (continued)

WESTMORELAND COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Bolivar, New Florence, Seward.

Townships of Derry, Fairfield, St. Clair.

West Penn Rate District

Cities of Arnold, Greensburg, Jeannette, Latrobe, Lower Burrell, Monessen, New Kensington.

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

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

WYOMING COUNTY – Penelec Rate District

Boroughs of Laceyville, Meshoppen, Nicholson, Tunkhannock.

Townships of Braintrim, Eaton, Exeter, Falls, Forkston, Lemon, Mehoopany, Meshoppen, Nicholson, North Branch, Northmoreland, Tunkhannock, Washington, Windham.

YORK COUNTY- Met Ed Rate District

City of York.

Boroughs of Cross Roads, Dallastown, Dillsburg, Dover, Fawn Grove, Felton, Franklintown, Glen Rock, Goldsboro, Hallam, Hanover, Jacobus, Jefferson, Lewisberry, Loganville, Manchester, Mt. Wolf, New Freedom, New Salem, North York, Railroad, Red Lion, Seven Valleys, Shrewsbury, Spring Grove, Stewartstown, Wellsville, West York, Windsor, Winterstown, Wrightsville, Yoe, York Haven, Yorkana.

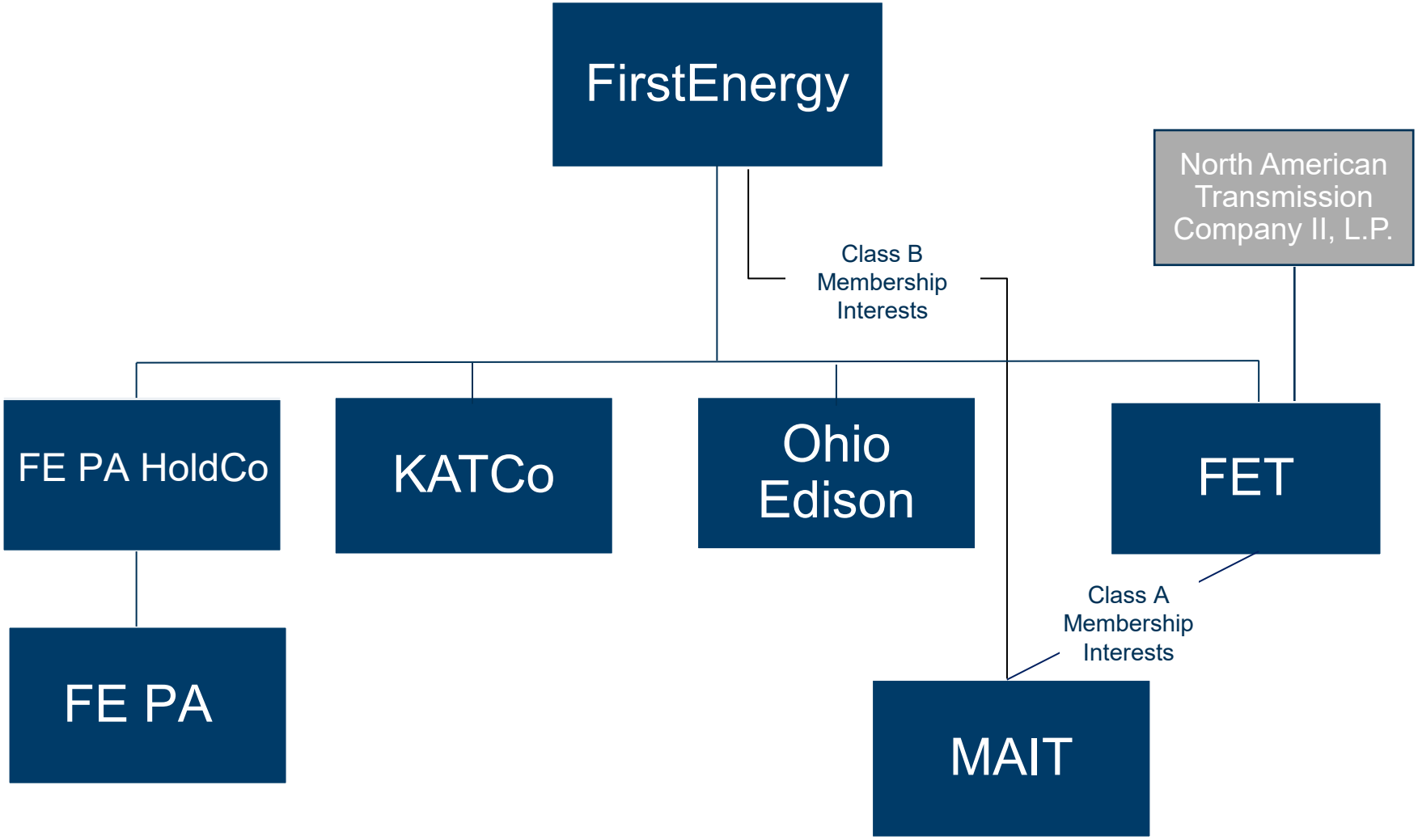
Townships of Carroll, Chanceford, Codorus, Conewago, Dover, East Hopewell, East Manchester, Fairview, Fawn, Franklin, Heidelberg, Hellam, Hopewell, Jackson, Lower Chanceford, Lower Windsor, Manchester, Manheim, Monaghan, Newberry, North Codorus, North Hopewell, Paradise, Penn, Shrewsbury, Spring Garden, Springettsbury, Springfield, Warrington, Washington, West Manchester, West Manheim, Windsor, York.

JOINT APPLICANTS

EXHIBIT JMS-7

FirstEnergy Organization after PA Consolidation

(Pertinent In-Scope Entities Only)



JOINT APPLICANTS

EXHIBIT JMS-8

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

2800 POTTSVILLE PIKE
READING, PENNSYLVANIA 19605

Electric Service Tariff

Effective in

The Territory as Defined on
Page Nos. X-X of this Tariff

Issued: Month XX, XXXX **Effective: Month XX, XXXX**

By: Samuel L. Belcher, President
Reading, Pennsylvania

LIST OF MODIFICATIONS

CHANGES:

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DESCRIPTION OF TERRITORY

ADAMS COUNTY – Met-Ed and West Penn Rate Districts

Met-Ed Rate District

Boroughs of Abbottstown, Arendtsville, Bendersville, Biglerville, Bonneauville, East Berlin, Fairfield, Gettysburg, Littlestown, McSherrystown, New Oxford, York Springs.

Townships of Berwick, Butler, Conewago, Cumberland, Franklin, Freedom, Germany, Hamilton, Hamiltonban, Highland, Huntington, Latimore, Menallen, Mt. Joy, Mt. Pleasant, Oxford, Reading, Straban, Tyrone, Union.

West Penn Rate District

Borough of Carroll Valley.

Townships of Franklin, Hamiltonban, Liberty.

ALLEGHENY COUNTY – Penn Power and West Penn Rate Districts

Penn Power Rate District

Boroughs of Bradford Woods, Franklin Park.

Townships of Marshall, McCandless, Pine, Ross.

West Penn Rate District

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

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

DESCRIPTION OF TERRITORY (continued)

ARMSTRONG COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Township of Cowanshannock.

West Penn Rate District

City of Parker.

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

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

BEAVER COUNTY – Penn Power Rate District

Boroughs of Big Beaver, Darlington, Homewood, Koppel, New Galilee.

Townships of Chippewa, Darlington, Franklin, Marion, North Sewickley, South Beaver.

BEDFORD COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Bedford, Coaldale, Everett, Hopewell, Manns Choice, New Paris, Pleasantville, Rainsburg, Saxton, Schellsburg, St. Clairsville, Woodbury.

Townships of Bedford, Bloomfield, Broad Top, Colerain, East St. Clair, Harrison, Hopewell, Juniata, Kimmel, King, Liberty, Lincoln, Napier, Pavia, Snake Spring, South Woodbury, West Providence, West St. Clair, Woodbury.

West Penn Rate District

Borough of Hyndman.

Townships of Cumberland Valley, East Providence, Londonderry, Mann, Monroe, Southampton.

DESCRIPTION OF TERRITORY (continued)

BERKS COUNTY – Met-Ed Rate District

City of Reading.

Boroughs of Bally, Bechtelsville, Bernville, Birdsboro, Boyertown, Centerport, Fleetwood, Hamburg, Kenhorst, Kutztown, Laureldale, Leesport, Lenhartsville, Lyons, Mohnton, Mt. Penn, Shillington, Shoemakersville, St. Lawrence, Topton, West Reading, Womelsdorf, Wyomissing.

Townships of Albany, Alsace, Amity, Bern, Bethel, Brecknock, Centre, Colebrookdale, Cumru, District, Douglass, Earl, Exeter, Greenwich, Hereford, Jefferson, Longswamp, Lower Alsace, Maidencreek, Marion, Maxatawny, Muhlenberg, North Heidelberg, Oley, Ontelaunee, Penn, Perry, Pike, Richmond, Robeson, Rockland, Ruscombmanor, Spring, Tilden, Tulpehocken, Union, Upper Bern, Upper Tulpehocken, Washington, Windsor.

BLAIR COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

City of Altoona.

Boroughs of Bellwood, Duncansville, Hollidaysburg, Martinsburg, Newry, Roaring Spring, Tyrone, Williamsburg.

Townships of Allegheny, Antis, Blair, Catharine, Frankstown, Freedom, Greenfield, Huston, Juniata, Logan, North Woodbury, Taylor, Tyrone, Woodbury.

West Penn Rate District

Township of Snyder.

BRADFORD COUNTY – Penelec Rate District

Boroughs of Alba, Athens, Burlington, Canton, LeRaysville, Monroe, New Albany, Rome, Sayre, South Waverly, Sylvania, Towanda, Troy, Wyalusing.

Townships of Albany, Armenia, Asylum, Athens, Burlington, Canton, Columbia, Franklin, Granville, Herrick, LeRoy, Litchfield, Monroe, North Towanda, Orwell, Overton, Pike, Ridgebury, Rome, Sheshequin, Smithfield, South Creek, Springfield, Standing Stone, Stevens, Terry, Towanda, Troy, Tuscarora, Ulster, Warren, Wells, West Burlington, Wilmot, Windham, Wyalusing, Wysox.

BUCKS COUNTY – Met-Ed Rate District

Borough of Riegelsville.

Townships of Bridgeton, Durham, Nockamixon, Tinicum.

DESCRIPTION OF TERRITORY (continued)

BUTLER COUNTY – Penn Power and West Penn Rate Districts

Penn Power Rate District

Boroughs of Callery, Connoquenessing, Evans City, Harmony, Mars, Seven Fields, Valencia, Zelienople.

Townships of Adams, Connoquenessing, Cranberry, Forward, Jackson, Lancaster.

West Penn Rate District

City of Butler.

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

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

CAMBRIA COUNTY – Penelec Rate District

City of Johnstown.

Boroughs of Ashville, Brownstown, Carrolltown, Cassandra, Chest Springs, Cresson, Daisytown, Dale, Ebensburg, Ehrenfeld, Ferndale, Franklin, Gallitzin, Geistown, Hastings, Lilly, Lorain, Loretto, Nanty Glo, Northern Cambria, Patton, Portage, Sankertown, Scalp Level, South Fork, Southmont, Tunnelhill, Vintondale, Westmont, Wilmore.

Townships of Adams, Allegheny, Barr, Blacklick, Cambria, Chest, Clearfield, Conemaugh, Cresson, Croyle, Dean, East Carroll, East Taylor, Elder, Gallitzin, Jackson, Lower Yoder, Middle Taylor, Munster, Portage, Reade, Richland, Stonycreek, Summerhill, Susquehanna, Upper Yoder, Washington, West Carroll, West Taylor, White.

CAMERON COUNTY – West Penn Rate District

Boroughs of Driftwood, Emporium.

Townships of Gibson, Grove, Lumber, Portage, Shippen.

DESCRIPTION OF TERRITORY (continued)

CENTRE COUNTY – Penelec, PSU and West Penn Rate Districts

Penelec Rate District

Boroughs of Philipsburg, Snow Shoe.

Townships of Burnside, Rush, Snow Shoe.

PSU Rate District

The Pennsylvania State University.

West Penn Rate District

Boroughs of Bellefonte, Centre Hall, Howard, Milesburg, Millheim, Port Matilda, State College, Unionville.

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

CHESTER COUNTY – Met-Ed District

Township of Warwick.

CLARION COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Callensburg, Foxburg, Knox, Shippenville, St. Petersburg.

Townships of Ashland, Beaver, Elk, Farmington, Highland, Knox, Licking, Paint, Richland, Salem, Washington.

West Penn Rate District

Boroughs of Clarion, East Brady, Hawthorn, New Bethlehem, Rimersburg, Sligo, Strattanville.

Townships of Brady, Clarion, Limestone, Madison, Millcreek, Monroe, Perry, Piney, Porter, Redbank, Toby.

DESCRIPTION OF TERRITORY (continued)

CLEARFIELD COUNTY – Penelec Rate District

City of DuBois.

Boroughs of Brisbin, Burnside, Chester Hill, Clearfield, Coalport, Curwensville, Glen Hope, Grampian, Houtzdale, Irvona, Mahaffey, New Washington, Newburg, Osceola Mills, Ramey, Troutville, Wallaceton, Westover.

Townships of Beccaria, Bell, Bigler, Bloom, Boggs, Bradford, Brady, Burnside, Chest, Cooper, Covington, Decatur, Ferguson, Girard, Goshen, Graham, Greenwood, Gulich, Huston, Jordan, Karthaus, Knox, Lawrence, Morris, Penn, Pike, Pine, Sandy, Union, Woodward.

CLINTON COUNTY – West Penn Rate District

Borough of Beech Creek.

Townships of Beech Creek, Chapman, East Keating, Gallagher, Grugan, Lamar, Leidy, Porter, West Keating.

CRAWFORD COUNTY – Penelec and Penn Power Rate Districts

Penelec Rate District

Cities of Meadville, Titusville.

Boroughs of Blooming Valley, Cambridge Springs, Centerville, Cochranton, Conneautville, Hydetown, Linesville, Saegertown, Spartansburg, Springboro, Townville, Venango, Woodcock.

Townships of Athens, Beaver, Bloomfield, Cambridge, Conneaut, Cussewago, East Fairfield, East Mead, Fairfield, Greenwood, Hayfield, Oil Creek, Pine, Randolph, Richmond, Rockdale, Rome, Sadsbury , Sparta, Spring, Steuben, Summerhill, Summit, Troy, Union, Venango, Vernon, Wayne, West Mead, Woodcock.

Penn Power Rate District

Borough of Conneaut Lake.

Townships of East Fallowfield, North Shenango, Sadsbury, South Shenango, Summit, West Fallowfield, West Shenango.

DESCRIPTION OF TERRITORY (continued)

CUMBERLAND COUNTY – Met-Ed and Penelec Rate Districts

Met-Ed Rate District

Borough of Mt. Holly Springs.

Townships of Cooke, Dickinson, Monroe, South Middleton.

Penelec Rate District

Boroughs of Newburg, Shippensburg.

Townships of Hopewell, Lower Frankford, Lower Mifflin, Shippensburg, Southampton, Upper Frankford, Upper Mifflin.

DAUPHIN COUNTY – Met-Ed Rate District

Boroughs of Middletown, Royalton.

Townships of Conewago, Derry, East Hanover, Londonderry, Lower Swatara.

ELK COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Townships of Millstone, Spring Creek.

West Penn Rate District

City of St. Marys.

Boroughs of Johnsonburg, Ridgway.

Townships of Benezette, Fox, Highland, Horton, Jay, Jones, Ridgway.

ERIE COUNTY – Penelec Rate District

Cities of Corry, Erie.

Boroughs of Albion, Cranesville, Edinboro, Elgin, Lake City, McKean, Mill Village, North East, Platea, Union City, Waterford, Wattsburg, Wesleyville.

Townships of Amity, Concord, Conneaut, Elk Creek, Fairview, Franklin, Girard, Greene, Greenfield, Harborcreek, Lawrence Park, Le Boeuf, McKean, Millcreek, North East, Springfield, Summit, Union, Venango, Washington, Waterford, Wayne.

DESCRIPTION OF TERRITORY (continued)

FAYETTE COUNTY – West Penn Rate District

Cities of Connellsville, Uniontown.

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

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

FOREST COUNTY – Penelec Rate District

Borough of Tionesta.

Townships of Barnett, Green, Harmony, Hickory, Howe, Jenks, Kingsley, Tionesta.

FRANKLIN COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Borough of Orrstown.

Townships of Fannett, Letterkenny, Lurgan, Metal, Southampton.

West Penn Rate District

Boroughs of Chambersburg, Greencastle, Mercersburg, Mont Alto, Waynesboro.

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

FULTON COUNTY – West Penn Rate District

Boroughs of McConnellsburg, Valley-Hi.

Townships of Ayr, Belfast, Bethel, Brush Creek, Dublin, Licking Creek, Taylor, Thompson, Todd, Union, Wells.

GREENE COUNTY – West Penn Rate District

Boroughs of Carmichaels, Clarksville, Greensboro, Jefferson, Rices Landing, Waynesburg.

Townships of Aleppo, Center, Cumberland, Dunkard, Franklin, Freeport, Gilmore, Gray, Greene, Jackson, Jefferson, Monongahela, Morgan, Morris, Perry, Richhill, Springhill, Washington, Wayne, Whiteley.

DESCRIPTION OF TERRITORY (continued)

HUNTINGDON COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Alexandria, Birmingham, Broad Top City, Cassville, Coalmont, Dudley, Huntingdon, Mapleton, Marklesburg, Mill Creek, Mount Union, Orbisonia, Petersburg, Rockhill, Saltillo, Shade Gap, Shirleysburg, Three Springs.

Townships of Barree, Brady, Carbon, Cass, Clay, Cromwell, Dublin, Franklin, Henderson, Hopewell, Jackson, Juniata, Lincoln, Logan, Miller, Morris, Oneida, Penn, Porter, Shirley, Smithfield, Springfield, Spruce Creek, Tell, Todd, Union, Walker, Warriors Mark, West, Wood.

West Penn Rate District

Township of Franklin.

INDIANA COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Armagh, Blairsville, Cherry Tree, Clymer, Creekside, Ernest, Glen Campbell, Homer City, Indiana, Marion Center, Plumville, Shelocta, Smicksburg.

Townships of Banks, Black Lick, Brush Valley, Buffington, Burrell, Canoe, Center, Cherryhill, Conemaugh, East Mahoning, East Wheatfield, Grant, Green, Montgomery, North Mahoning, Pine, Rayne, South Mahoning, Washington, West Mahoning, West Wheatfield, White, Young.

West Penn Rate District

Borough of Saltsburg.

Townships of Armstrong, Conemaugh.

JEFFERSON COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Big Run, Brockway, Brookville, Corsica, Falls Creek, Punxsutawney, Reynoldsville, Summerville, Sykesville, Timblin, Worthville.

Townships of Barnett, Beaver, Bell, Eldred, Gaskill, Heath, Henderson, Knox, McCalmont, Oliver, Perry, Pine Creek, Polk, Porter, Rose, Snyder, Union, Warsaw, Washington, Winslow, Young.

West Penn Rate District

Townships of Clover, Ringgold.

DESCRIPTION OF TERRITORY (continued)

JUNIATA COUNTY – Penelec Rate District

Townships of Beale, Lack, Spruce Hill, Tuscarora.

LANCASTER COUNTY – Met-Ed Rate District

Borough of Adamstown.

Townships of Brecknock, Conoy, West Donegal.

LAWRENCE COUNTY – Penn Power Rate District

City of New Castle.

Boroughs of Bessemer, Ellport, Ellwood City, Enon Valley, New Beaver, New Wilmington, S.N.P.J., South New Castle, Volant, Wampum.

Townships of Hickory, Little Beaver, Mahoning, Neshannock, North Beaver, Perry, Plain Grove, Pulaski, Scott, Shenango, Slippery Rock, Taylor, Union, Washington, Wayne, Wilmington.

LEBANON COUNTY – Met-Ed Rate District

City of Lebanon.

Boroughs of Cleona, Cornwall, Jonestown, Mt. Gretna, Myerstown, Palmyra, Richland.

Townships of Annville, Bethel, Cold Spring, East Hanover, Heidelberg, Jackson, North Annville, North Cornwall, North Lebanon, North Londonderry, South Annville, South Lebanon, South Londonderry, Swatara, Union, West Cornwall, West Lebanon.

LEHIGH COUNTY – Met-Ed Rate District

Townships of Lowhill, Lynn, Weisenberg.

LYCOMING COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Townships of Cascade, Gamble, Jackson, Lewis, McIntyre, McNett, Plunketts Creek.

West Penn Rate District

Townships of Brown, Cogan House, Cummings, McHenry, Pine.

DESCRIPTION OF TERRITORY (continued)

McKEAN COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

City of Bradford.

Boroughs of Eldred, Lewis Run, Port Allegany.

Townships of Annin, Bradford, Ceres, Corydon, Eldred, Foster, Hamilton, Keating, Lafayette, Liberty, Otto.

West Penn Rate District

Boroughs of Kane, Mt. Jewett.

Townships of Hamlin, Norwich, Sergeant, Wetmore.

MERCER COUNTY – Penn Power Rate District

Cities of Farrell, Hermitage, Sharon.

Boroughs of Clark, Fredonia, Greenville, Grove City, Jackson Center, Jamestown, Mercer, New Lebanon, Sandy Lake, Sharpsville, Sheakleyville, Stoneboro, West Middlesex, Wheatland.

Townships of Coolspring, Deer Creek, Delaware, East Lackawannock, Fairview, Findley, French Creek, Greene, Hempfield, Jackson, Jefferson, Lackawannock, Lake, Liberty, Mill Creek, New Vernon, Otter Creek, Perry, Pine, Pymatuning, Salem, Sandy Creek, Sandy Lake, Shenango, South Pymatuning, Springfield, Sugar Grove, West Salem, Wilmington, Wolf Creek, Worth.

MIFFLIN COUNTY – Penelec Rate District

Boroughs of Burnham, Juniata Terrace, Kistler, Lewistown, McVeytown, Newton Hamilton.

Townships of Armagh, Bratton, Brown, Decatur, Derry, Granville, Menno, Oliver, Union, Wayne.

MONROE COUNTY – Met-Ed Rate District

Boroughs of Delaware Water Gap, East Stroudsburg, Stroudsburg.

Townships of Chestnuthill, Hamilton, Middle Smithfield, Price, Ross, Smithfield, Stroud.

MONTGOMERY COUNTY – Met-Ed Rate District

Townships of Douglass, Lower Pottsgrove, New Hanover, Upper Frederick, Upper Pottsgrove.

DESCRIPTION OF TERRITORY (continued)

NORTHAMPTON COUNTY – Met-Ed Rate District

City of Easton.

Boroughs of Bangor, Bath, Chapman, East Bangor, Glendon, Nazareth, Pen Argyl, Portland, Roseto, Stockertown, West Easton, Wilson, Wind Gap.

Townships of Allen, Bethlehem, Bushkill, East Allen, Forks, Lehigh, Lower Mt. Bethel, Lower Nazareth, Moore, Palmer, Plainfield, Upper Mt. Bethel, Upper Nazareth, Washington, Williams.

PERRY COUNTY – Penelec Rate District

Borough of Blain.

Townships of Jackson, Toboyne.

PIKE COUNTY – Met-Ed Rate District

Townships of Delaware, Dingman, Lehman.

POTTER COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Galeton, Shinglehouse, Ulysses.

Townships of Abbott, Bingham, Genesee, Harrison, Hector, Pike, Sharon, Ulysses, West Branch.

West Penn Rate District

Boroughs of Austin, Coudersport, Oswayo.

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

DESCRIPTION OF TERRITORY (continued)

SOMERSET COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Addison, Benson, Boswell, Callimont, Casselman, Central City, Confluence, Garrett, Indian Lake, Jennerstown, Meyersdale, New Baltimore, New Centerville, Paint, Rockwood, Salisbury, Seven Springs, Shanksville, Somerset, Stoystown, Ursina, Windber.

Townships of Addison, Allegheny, Black, Brothersvalley, Conemaugh, Elk Lick, Greenville, Jefferson, Jenner, Larimer, Lincoln, Lower Turkeyfoot, Middlecreek, Milford, Northampton, Ogle, Paint, Quemahoning, Shade, Somerset, Stonycreek, Summit, Upper Turkeyfoot.

West Penn Rate District

Borough of Wellersburg.

Townships of Fairhope, Southampton.

SULLIVAN COUNTY – Penelec Rate District

Boroughs of Dushore, Eagles Mere, Forksville, Laporte.

Townships of Cherry, Colley, Davidson, Elkland, Forks, Fox, Hillsgrove, Laporte, Shrewsbury.

SUSQUEHANNA COUNTY – Penelec Rate District

Boroughs of Friendsville, Great Bend, Hallstead, Hop Bottom, Lanesboro, Little Meadows, Montrose, New Milford, Oakland, Susquehanna Depot, Thompson.

Townships of Apolacon, Ararat, Auburn, Bridgewater, Brooklyn, Choconut, Dimock, Forest Lake, Franklin, Gibson, Great Bend, Harford, Harmony, Jackson, Jessup, Lathrop, Lenox, Liberty, Middletown, New Milford, Oakland, Rush, Silver Lake, Springville, Thompson.

TIOGA COUNTY – Penelec Rate District

Boroughs of Blossburg, Elkland, Knoxville, Lawrenceville, Liberty, Mansfield, Roseville, Tioga, Westfield.

Townships of Bloss, Brookfield, Charleston, Chatham, Clymer, Covington, Deerfield, Delmar, Duncan, Elk, Farmington, Gaines, Hamilton, Jackson, Lawrence, Liberty, Morris, Nelson, Osceola, Putnam, Richmond, Rutland, Shippen, Sullivan, Tioga, Union, Ward, Westfield.

DESCRIPTION OF TERRITORY (continued)

VENANGO COUNTY – Penelec Rate District

Cities of Franklin, Oil City.

Boroughs of Barkeyville, Clintonville, Cooperstown, Emlenton, Pleasantville, Polk, Rouseville, Sugarcreek, Utica.

Townships of Allegheny, Canal, Cherrytree, Clinton, Cornplanter, Cranberry, Frenchcreek, Irwin, Jackson, Mineral, Oakland, Oil Creek, Pinegrove, Plum, President, Richland, Rockland, Sandycreek, Scrubgrass, Victory.

WARREN COUNTY – Penelec Rate District

City of Warren.

Boroughs of Bear Lake, Clarendon, Sugar Grove, Tidioute, Youngsville.

Townships of Brokenstraw, Cherry Grove, Columbus, Conewango, Deerfield, Eldred, Elk, Farmington, Freehold, Glade, Limestone, Mead, Pine Grove, Pittsfield, Pleasant, Sheffield, Southwest, Spring Creek, Sugar Grove, Triumph, Watson.

WASHINGTON COUNTY – West Penn Rate District

Cities of Monongahela, Washington.

Boroughs of Allenport, Beallsville, Bentleyville, Burgettstown, California, Canonsburg, Centerville, Charleroi, Claysville, Coal Center, Cokeburg, Deemston, Donora, Dunlevy, East Washington, Elco, Ellsworth, Finleyville, Green Hills, Houston, Long Branch, Marianna, McDonald, Midway, New Eagle, North Charleroi, Roscoe, Speers, Stockdale, Twilight, West Brownsville, West Middletown.

Townships of Amwell, Blaine, Buffalo, Canton, Carroll, Cecil, Chartiers, Cross Creek, Donegal, East Bethlehem, East Finley, Fallowfield, Hanover, Hopewell, Independence, Jefferson, Morris, Mt. Pleasant, North Bethlehem, North Franklin, North Strabane, Nottingham, Peters, Robinson, Smith, Somerset, South Franklin, South Strabane, Union, West Bethlehem, West Finley, West Pike Run.

WAYNE COUNTY – Penelec Rate District

Borough of Starrucca.

Townships of Buckingham, Manchester, Preston, Scott.

DESCRIPTION OF TERRITORY (continued)

WESTMORELAND COUNTY – Penelec and West Penn Rate Districts

Penelec Rate District

Boroughs of Bolivar, New Florence, Seward.

Townships of Derry, Fairfield, St. Clair.

West Penn Rate District

Cities of Arnold, Greensburg, Jeannette, Latrobe, Lower Burrell, Monessen, New Kensington.

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

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

WYOMING COUNTY – Penelec Rate District

Boroughs of Laceyville, Meshoppen, Nicholson, Tunkhannock.

Townships of Braintrim, Eaton, Exeter, Falls, Forkston, Lemon, Mehoopany, Meshoppen, Nicholson, North Branch, Northmoreland, Tunkhannock, Washington, Windham.

YORK COUNTY- Met Ed Rate District

City of York.

Boroughs of Cross Roads, Dallastown, Dillsburg, Dover, Fawn Grove, Felton, Franklintown, Glen Rock, Goldsboro, Hallam, Hanover, Jacobus, Jefferson, Lewisberry, Loganville, Manchester, Mt. Wolf, New Freedom, New Salem, North York, Railroad, Red Lion, Seven Valleys, Shrewsbury, Spring Grove, Stewartstown, Wellsville, West York, Windsor, Winterstown, Wrightsville, Yoe, York Haven, Yorkana.

Townships of Carroll, Chanceford, Codorus, Conewago, Dover, East Hopewell, East Manchester, Fairview, Fawn, Franklin, Heidelberg, Hellam, Hopewell, Jackson, Lower Chanceford, Lower Windsor, Manchester, Manheim, Monaghan, Newberry, North Codorus, North Hopewell, Paradise, Penn, Shrewsbury, Spring Garden, Springettsbury, Springfield, Warrington, Washington, West Manchester, West Manheim, Windsor, York.

GENERAL RULES AND REGULATIONS

GENERAL APPLICATION

A copy of this Tariff has been filed with the Pennsylvania Public Utility Commission and is posted and available for inspection at the Company's offices that are open to the public. A copy of this Tariff and all documents referenced in this Tariff are available on the Company's Internet Web Page at www.firstenergycorp.com. 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 andhoo 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.

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.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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 at least 18 years of age not currently receiving service who applies for Residential Service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested. The term does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location in the Company's service territory.

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.

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 GS-Small (excluding Special Rule GSDS), GS-Medium, H, MS, PNP, Borderline Service, and all Lighting Services.

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 - FirstEnergy Pennsylvania Electric Company.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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.

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 at least 18 years of age in whose name a Residential Service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location in the Company's service territory.

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.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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

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, workers' 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 - For Met-Ed and Penelec Rate Districts, an electric supply line and related equipment of 34,500 volt wye configured or lower voltage, for Penn Power Rate District, an electric supply line and related equipment of 34,500 volt delta configured or lower voltage and for West Penn Rate District, 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.

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, with the exception of those served under Borderline Service, pursuant to the terms of the Energy Efficiency and Conservation Rider.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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 GS-Small (Special Rule GSDS), GS-Medium (HP), GS-Large, GP, TP, as well as GS-Small and GS-Medium (PTC) Customers 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.

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

Industrial Customer Class - Rate Schedules GS-Large, GP, TP, GS-Small (Special Rule GSDS), and Schedules 44 and 46.

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

Kilovolt-ampere (KVA or 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 incurred 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.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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.

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.

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.

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.

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

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

On-Peak Hours - For the Met-Ed Rate District, the On-peak hours shall be from 6 a.m. to 6 p.m., 7 a.m. to 7 p.m., 8 a.m. to 8 p.m., 9 a.m. to 9 p.m., or 10 a.m. to 10 p.m. prevailing time, at the option of the Customer, Mondays to Fridays excluding holidays. If the Customer does not select the On-Peak hours within 30 days of the receipt of notice to do so, the On-Peak hours will default to 8a.m. to 8 p.m.
For Penelec Rate District, the On-Peak Hours shall be from 8:00 a.m. to 8:00 p.m., prevailing times, Monday through Friday excluding holidays.
For the Penn Power Rate District, the On-Peak hours shall be from 8:00 a.m. to 9:00 p.m., prevailing times, Monday through Friday, excluding holidays.
For the West Penn Rate District, the On-peak hours shall be from 7:00 a.m. to 10:00 p.m., prevailing times, Monday through Saturday.
All other hours shall be Off-peak. The Off-Peak holidays for the Met-Ed Rate District are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
The Off-Peak holidays for the Penelec Rate District are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
The Off-Peak holidays for the Penn Power Rate District are New Year'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's 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 Rate District'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.

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

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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 District – Met-Ed ("ME"), Penelec ("PN"), Penn Power ("PP"), West Penn ("WP") and The Pennsylvania State University ("PSU").

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 Schedules RS and GS-V.

Residential Service - Electric service under the 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.

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 all Lighting Services and Borderline Service pursuant to the terms of the Smart Meter Technologies Charge Rider.

Solar Photovoltaic Requirements Charge (SPVRC) - A reconcilable, non-by-passable charge applied to each kWh delivered during a billing month to Delivery Service Customers pursuant to the terms of the Solar Photovoltaic Requirements 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.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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, which are not to be sold as utility-ready lots.

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.

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.

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.

Transmission Voltage - For Penelec Rate District, voltage equal to or greater than 46,000 volts. For Met-Ed and Penn Power Rate Districts voltage equal to or greater than 69,000 volts. For West Penn Rate District voltage 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 the Universal Service Cost Rider.

GENERAL RULES AND REGULATIONS, DEFINITIONS (continued)

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 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 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 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

1. Applications/Contracts (continued)

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 utilizes a generally accepted credit scoring methodology in range of general industry practice that is based on an applicant or customer's utility payment history.

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 in accordance with 52 Pa. Code § 56.51.

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 Residential Customer deposits will be calculated pursuant to The Fiscal Code, as amended annually

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.

GENERAL RULES AND REGULATIONS

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 and Transmission 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.

a. Line Extensions

(1) Non-Speculative Single Phase Line Extension

Company Obligations

As used in this Rule 4, an overhead span of conductor is approximately equal to 250 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 along 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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

(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 such 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.

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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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.

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 in compliance with Rule 3.

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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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 providing the Line Extension to the tract of land being developed or within 100 feet of the boundary of Development. This includes, but is not limited to, cost associated with addressing suitability and availability of existing facilities. 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).

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

The 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.

The 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.

(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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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) or 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 revenue guarantee 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.

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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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 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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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.

(1) Pole Removal or Relocation for Residential Customers

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.

(2) Relocation of, or Modification to, Company Facilities for Non-Residential Customers

When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section a of this Rule, the Company may 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.

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.

GENERAL RULES AND REGULATIONS

4. Extension of Company Facilities: System Upgrades (continued)

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.

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 completed construction, addition, alteration, repair of a building, electric service upgrade or electric service disconnected for greater than twelve months unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.

GENERAL RULES AND REGULATIONS

7. Wiring, Apparatus and Inspection

Company Obligations

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.

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.

7. Wiring, Apparatus and Inspection (continued)

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.

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% (lagging) to 100% for secondary, primary and sub transmission service and 97% (lagging) to 99% (leading) for transmission service, coincident with the Customer's 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.

GENERAL RULES AND REGULATIONS

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.

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.

The Company's grandfathered advanced meters, meter-related devices or networks are contained in the Pennsylvania Public Utility Commission's Advanced Meter Catalog.

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GENERAL RULES AND REGULATIONS

8. Metering (continued)

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.

If requested by a Customer or Customer's designated agent, the Company may 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 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.

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.

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.

GENERAL RULES AND REGULATIONS

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 schedules for residential customers consistent with Chapter 56 of the Commission's regulations, and quarterly for other rate classes, 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 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.

(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 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

When meters are read on other than a monthly schedule, the Company may render estimated monthly bills to Customers 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.

The Company will accept Customer-supplied meter readings in lieu of an estimated meter reading by telephone or through the Company's internet website. If the Customer-supplied reading is received by the Company within the timeframe prescribed on the customer's monthly bill, the charges for such month will be computed from the Customer-supplied meter reading instead of by estimate. The Company will adjust estimates of bills for changes in conditions of which it has been notified in advance by a Customer.

GENERAL RULES AND REGULATIONS

10. Meter Reading and Rendering of Bills (continued)

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.

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 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 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

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, at a minimum, 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 30.4. 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 terminate that Customer's Equal Payment Plan arrangements.

GENERAL RULES AND REGULATIONS

10. Meter Reading and Rendering of Bills (continued)

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.

(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

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 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 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 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 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.

GENERAL RULES AND REGULATIONS

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.

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.

GENERAL RULES AND REGULATIONS

11. Payment of Bills (continued)

A Residential Customer's overdue bill shall be subject to a late payment charge of one and one-half percent (1.5%) interest per month on the overdue balance of the bill. A Non- Residential Customer's overdue bill shall be subject to a late payment charge of two percent (2.0%) interest per month on the 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. At the Company's option, the interest per month associated with the late payment charge for Residential Customers may be reduced or eliminated in order to facilitate payment of bills under dispute.

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, 66 Pa. C.S. § 1401, et. seq., 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. 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, 66 Pa. C.S. § 1401, et. seq., 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.

In the case of non-payment of a Customer's undisputed delinquent account applicable to the Company's charges, the Company may 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.

GENERAL RULES AND REGULATIONS

11. Payment of Bills (continued)

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. Service Charges

Every Applicant or Customer, new or succession, who has its Delivery Service initiated or reconnected shall pay a service charge to the Company: Met-Ed Twelve Dollars and Fifty Cents ($12.50) and Penelec Nine Dollars and Fifty Cents ($9.50).

b. Dishonorable Check 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 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: Met-Ed a Fifteen Dollar ($15.00) and Penelec a Twelve Dollar ($12.00) charge.

c. 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 12c, whichever is greater.

Every Residential Customer that requests a connection or a reconnection shall pay the Company a fee of: Met-Ed Thirty-Six Dollars ($36.00), Penelec Thirty-Two Dollars ($32.00), Penn Power and West Penn 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 12c or (ii) the Company's actual cost for reconnection of that particular Non- Residential Customer.

GENERAL RULES AND REGULATIONS

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 energy flow and reactive energy flow 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 measurements 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.

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 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.

GENERAL RULES AND REGULATIONS

14. Individualized Contracts (continued)

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.

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.

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.

GENERAL RULES AND REGULATIONS

17. Interconnection, Safety & Reliability Requirements (continued)

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.

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.

GENERAL RULES AND REGULATIONS

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.

MISCELLANEOUS PROVISIONS

20. Discontinuance

The Company may 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.

GENERAL RULES AND REGULATIONS

20. Discontinuance (continued)

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.

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.

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.

GENERAL RULES AND REGULATIONS

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

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

The Company shall change a Customer's EGS in accordance with 52 Pa. Code Chapter 57, Subchapter M, "Standards for Changing a Customer's Electricity Generation Supplier." Pursuant to the Commission's Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 57 Regulations Regarding Standards for Changing a Customer's Electricity Generation Supplier, at Docket No. L-2014-2409383, changes in a Customer's EGS shall be effective within three (3) business days after the enrollment request is processed, regardless of whether the meter reading is actual or estimated.

23. Electric Vehicle Charging

Electric vehicle charging at third-party owned electric vehicle charging stations shall not be considered resale of electricity as described in 66 Pa. C.S. § 1313. A third-party owned electric vehicle charging station is defined as a charging station owned by a third party open to the public for the sole purpose of electric vehicle charging. An electric vehicle is defined as any vehicle licensed to operate on public roadways that is propelled in whole or in part by electric energy stored on-board for the purpose of propulsion. Types of electric vehicles include, but are not limited to, plug-in hybrid electric vehicles and battery electric vehicles. Electric vehicle charging stations shall be constructed in accordance with the National Electrical Code and the Company's service installation policies. The station must be designed to protect against back flow of electricity to the Company's electrical distribution circuit as required by Company rules. The Customer, who may be either the owner or the host of the third-party owned electric vehicle charging station, shall notify the Company at least one hundred twenty (120) days in advance of the planned installation date and may be required to install metering for the station as determined by the Company. The Customer shall be responsible for all applicable Tariff rates, fees and charges.

RATE SCHEDULES

RATE RS
RESIDENTIAL SERVICE

AVAILABILITY:

Met-Ed and Penelec

This Rate is available to Residential Customers using the Company's standard, single phase service through a single meter including not more than 2,000 watts of non-residential connected load served through the same meter.

Penn Power

Available for Residential Service using the Company's standard, single phase service, to installations served through one meter for each family unit in a residence or apartment. When service is used through the same meter for both residential and commercial purposes the General Service rate schedule shall apply.

West Penn

Available for single-phase service to a single-family residence served through one meter. Combination residential and commercial service may be taken on this Rate when the entire service is taken through one meter and the total commercial connected load does not necessitate upgrade of service facilities. This Rate is available for single-phase service to farms when supplied along with service for the residence through one meter.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Customer Charge	$11.25	$11.25	$11.00	$7.44
Per kWh for all kWh	4.800 cents per kWh	6.074 cents per kWh	4.437 cents per kWh	3.487 cents per kWh

RIDERS:

The Riders included in this Tariff that apply to this Rate Schedule are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

RATE SCHEDULES, RATE RS (continued)

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge listed in the General Monthly Charges section of this rate schedule plus distribution energy charges and charges related to applicable riders.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

EQUAL PAYMENT PLAN:

As per Rule 10b(4), Equal Payment Plan.

SPECIAL MONTLY CHARGES FOR LOADS IN EXCESS OF 25 KILOWATTS:

The Company shall install a suitable demand meter to determine the maximum 15-minute integrated demand when (i) a Customer's service requires the installation of an individual transformer, (ii) a Customer's total monthly consumption exceeds 10,000 kilowatt-hours for two (2) consecutive months, or (iii) when the Customer's service entrance requirements exceed 600 amperes.

If the demand so determined under this provision exceeds twenty-five (25) kilowatts, a monthly distribution demand charge, as outlined in the chart below, per kW for all kW shall apply to such excess as set forth in this provision, 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.

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Demand Charge	$2.72 per kW	$2.91 per kW	$1.88 per kW	$2.46 per Kw

GENERAL PROVISIONS:

	General Provision Matrix							
	A (1)	A (2)	A (3)	B (1)	B (2)	B (3)	C	D
Met-Ed	X			X				
Penelec		X						
Penn Power					X		X	
West Penn			X			X		X

RATE SCHEDULES, RATE RS (continued)

A. SERVICE TO EXISTING STRUCTURES CONVERTED FOR MULTIPLE OCCUPANCY:

(1) May be supplied through a single meter at the Company's option provided that the Company's prior consent has been obtained. This provision shall be limited to no more than eight (8) apartments or dwelling units continually served as such prior to September 18, 1978 and no more than two (2) apartments or dwelling units after September 18, 1978.

(2) May be supplied through a single meter provided that the Company's prior consent has been obtained. This provision shall be limited to no more than five (5) apartments or dwelling units continually served as such prior to January 27, 1979.

(3) 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.

B. RESIDENTIAL FARM CUSTOMERS:

(1) Customers using the Company's service to a farm residence for residential purposes and, at the Customer's option, using such service for associated incidental "general farm uses" (including milk production) outside the dwelling unit shall be considered Residential Farm Customers. Where the Company has made a commitment to existing Customers prior to January 13, 1986, electric service through the farm residence meter may be used for "specialized farm operations" such as broiler raising, egg-laying houses, hatcheries, mushroom growing, greenhouses and similar specialized operations which produce items for sale or produce items for others on a contract basis. Those Customers who choose an EGS and then return to the Company for their energy supply shall be billed under the appropriate General Service Rate. Electric service used in storing, processing, preparing or distributing products not raised on that farm shall not be considered as Residential Service and shall be separately metered and billed on the applicable Rate GS Rate Schedules.

(2) This rate schedule shall also apply for service to a farm for residential purposes and the usual farm uses outside the dwelling unit, but not if the use extends to operations of a commercial nature, such as stores, restaurants, gasoline stations, automobile service stations, repair shops or any other nonfarming operation. Where a portion of the farm is used in the processing, preparing or distribution of products not raised on that farm, or for a hatchery, dairy, greenhouse or any other specialized operation, unless such operation is incidental to the usual residential and farm uses, the customer may, at his option, provide separate circuits so that the service used in that portion may be metered and billed separately under the applicable schedule. If such separate circuits are not provided, the entire service will be billed under the General Service rate schedule. Additional dwelling units on the farm shall be metered separately or shall be supplied under the terms of this rate schedule which provide that for multifamily installations the energy blocks shall be multiplied by the number of family units served.

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

RATE SCHEDULES, RATE RS (continued)

C. MULTIPLE METERING: Certain residential usage may be separately metered as a result of legal requirements (e.g., Act 54 of 1993) but not be associated with a family unit (e.g., common furnace in multiple family dwelling). In such instances the usage may be considered as residential service for billing purposes. Additional residential service that, due to wiring restrictions, requires a separately metered service and is located on the same property as the residential customer's dwelling unit but is not associated with a family unit (e.g., detached garage) may also be considered as residential service for billing purposes.

D. 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 system within the West Penn Rate District.

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

RATE GS-SMALL
GENERAL SERVICE SECONDARY - NON DEMAND METERED

AVAILABILITY:

Met-Ed & Penelec

Available to non-Residential Customers without demand meters that use electric service through a single delivery location for lighting, heating and/or power service. 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.

If an existing Customer's total consumption exceeds 1,500 kWh per month for two (2) consecutive months in the most recent twelve-month period, the Customer may no longer be eligible for service under this Rate Schedule GS-Small. Based upon the Company's then estimate of the Customer 's new demand, the Customer shall be placed on Rate Schedule GS-Medium or such other Rate Schedule for which such Customer most qualifies.

Penn Power & West Penn

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

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Customer Charge	$21.88	$18.33	$24.89	$9.52
Per kWh for all billed kWh	4.069 cents per kWh	3.624 cents per kWh	3.623 cents per kWh	3.529 cents per kWh

RIDERS:

The Riders included in this Tariff that apply to this Rate Schedule are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

For Customers receiving Default Service from the Price to Compare Default Service Rate Rider applies unless the Customer elects to receive Default Service from the Company under the Hourly Pricing Default Service Rider.

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge listed in the General Monthly Charges section of this rate schedule plus distribution energy charges and charges related to applicable riders.

RATE SCHEDULES, RATE GS-SMALL (continued)

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

GENERAL PROVISIONS: Each applicable provision is marked within the table.

	General Provision Matrix							
	A (1)	A (2)	A (3)	B	C	D	E	F
Met-Ed	X				X			
Penelec	X				X			
Penn Power			X	X	X			X
West Penn		X				X	X	

A. TERMS OF CONTRACT:

(1) 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.

(2) Customers may leave the firm service provision of this rate once in a twelve (12) month period. Service other than firm service is supplied under this rate when Customer advances the net cost of connection and disconnection under the provisions of the applicable financing plan. Charges will be increased 10%. Service shall not be available for standby or maintenance service such as that required for alternative generation facilities.

(3) Customers taking secondary service on this schedule will require a written application on the Company's standard application form. All others served secondary, primary or transmission voltage and including those requiring extension of distribution facilities, will require a written contract which by its terms shall be in full force thereafter from year to year unless either party shall give to the other not less than 60 days' notice in writing prior to the expiration date of any of said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued. Customers who elect not to contract for a minimum one (1) year term as specified above will be placed on this rate schedule.

B. SPECIAL RULE GSDS: Customers with a historic billing demand of 500 kW and above and who would otherwise qualify for Rate Schedule GP or TP, but who are on Rate Schedule GS-Small due to the Customer not being under contract, will be placed on the Hourly Pricing Default Service Rider.

C. FIXED USAGE: The Company may, in its sole and exclusive discretion, permit Customers to take service under this Special Provision. For Customers permitted by the Company to take service under this Special Provision, the Company may, in its sole and exclusive discretion, impute a level of energy and demand for that Customer based upon the Customer's projected load and hours of use for that load.

RATE SCHEDULES, RATE GS-SMALL (continued)

D. FLUCTUATING LOAD: 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.

E. SINGLE FAMILY RESIDENCE: 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.

F. THREE PHASE: Alternating current, 60 hertz, standard single phase or three phase three-wire or four-wire secondary service, as available. Single and three phase service will be metered and billed separately or, where feasible, single and three phase service will be furnished through a single meter installation and billed as one account provided the customer arranges his wiring to facilitate the installation of a single meter. Where service is furnished at three phase, the customer shall provide and maintain all equipment required for lighting services.

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

RATE GS-V
VOLUNTEER FIRE COMPANY AND NON-PROFIT AMBULANCE SERVICE, RESCUE SQUAD AND SENIOR CENTER SERVICE RATE

AVAILABILITY:

This Rate Schedule is restricted to Volunteer Fire Companies, Non-Profit Ambulance Services, Non-Profit Rescue Squads and Non-Profit Senior Citizen Centers that sign a one (1) year contract.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Customer Charge	$11.25	$11.25	$11.00	$7.44
Per kWh for all kWh	4.800 cents per kWh	6.074 cents per kWh	4.437 cents per kWh	3.487 cents per kWh

RIDERS:

The Riders included in this Tariff that apply to this Rate Schedule are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge listed in the General Monthly Charges section of this rate schedule plus distribution energy charges and charges related to applicable riders.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

RATE SCHEDULES, RATE GS-V (continued)

SPECIAL MONTLY CHARGES FOR LOADS IN EXCESS OF 25 KILOWATTS:

The Company shall install a suitable demand meter to determine the maximum 15-minute integrated demand when (i) a Customer's service requires the installation of an individual transformer, (ii) a Customer's total monthly consumption exceeds 10,000 kilowatt-hours for two (2) consecutive months, or (iii) when the Customer's service entrance requirements exceed 600 amperes.

If the demand so determined under this provision exceeds twenty-five (25) kilowatts, a monthly distribution demand charge, as outlined in the chart below, per kW for all kW shall apply to such excess as set forth in this provision, 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.

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Demand Charge	$2.72 per kW	$2.91 per kW	$1.88 per kW	$2.46 per Kw

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.

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

RATE GS-MEDIUM
GENERAL SERVICE SECONDARY – DEMAND METERED

AVAILABILITY:

Available to Non-Residential Customers that use electric service through a single delivery location for lighting, heating and/or power service up to 400 kW demand. 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 of 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-Small or such other Rate Schedule for which such Customer most qualifies.

If an existing Customer's billing demand is equal to or greater than 400 kW for two (2) consecutive months in the most recent twelve-month period, 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.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed		Penelec		Penn Power	West Penn
Phase	Single	Three	Single	Three	All	All
Customer Charge	$24.07	$43.03	$19.58	$39.38	$26.87	$18.91
Per kW for all billing kW	$5.11	$5.11	$6.30	$6.30	$3.40	$2.81
Per kVAr of reactive billing demand		$0.20		$0.20	$0.20	$0.18
Energy: cents per kWh for all kWh						0.400

RIDERS:

The Riders included in this Tariff that apply to this Rate Schedule are listed in the Rider Matrix on Page 173.

RATE SCHEDULES, RATE GS-MEDIUM (continued)

DEFAULT SERVICE CHARGES:

For Rate Schedule GS-Medium (PTC) Customers receiving Default Service from the Company, the Price to Compare Default Service Rate Rider, Commercial Customer Class rate applies unless the Customer elects to receive Default Service from the Company under the Hourly Pricing Default Service Rider. For Rate Schedule GS-Medium (HP) Customers receiving Default Service from the Company, the Hourly Pricing Default Service Rider rates apply.

DETERMINATION OF RATE SCHEDULE GS-MEDIUM (PTC) AND GS-MEDIUM (HP):

Rate Schedule GS-Medium (PTC): Customers receiving service under this Rate Schedule with a kW Demand less than 100 kW.

Rate Schedule GS-Medium (HP): Customers receiving service under this Rate Schedule with a kW Demand equal to or greater than 100 kW.

The Customer's demand used for the determination of the default service rider that the customer should be billed under if receiving Default Service from the Company shall be determined as follows: effective June 1st of each year, a review of the measured demand for the period April 1st of the preceding year to March 31st of the current year will be conducted. Based on the review, if the measured demand in any twelve months is less than 100 kW, then the Customer shall receive Default Service under the provisions of the Price to Compare Default Service Rate Rider. Otherwise, the Customer will receive Default Service under the provisions of the Hourly Pricing Default Service Rider.

DETERMINATION OF BILLING DEMAND:

The Company shall install suitable demand meters to determine the maximum 15-minute integrated demand when (i) the connected load being served equals fifteen (15) kilowatts or more, or (ii) the Company estimates that a demand greater than five (5) kilowatts will be established. The Company may install a demand meter on new or upgraded electric services.

A determination of connected load or estimated demand may be made by the Company at any time and shall be made when the Customer's total consumption exceeds 1,500 kWh per month for two (2) consecutive months in the most recent twelve-month period.

RATE SCHEDULES, RATE GS-MEDIUM (continued)

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, or (iii) contract demand or (iv) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

Pending the installation of a demand meter, Customer's Demand shall be a formula demand determined by dividing the kilowatt-hour consumption by 200.

REACTIVE BILLING DEMAND:

Reactive Billing Demand, measured in kVAr, shall be the integrated reactive demand occurring coincident with the Billing Demand.

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge 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.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

RATE SCHEDULES, RATE GS-MEDIUM (continued)

GENERAL PROVISIONS:

General Provision Matrix							
	A (1)	A (2)	B (1)	B (2)	C (1)	C (2)	D
Met-Ed	X		X		X		
Penelec	X			X	X		
Penn Power							
West Penn Power		X				X	X

A. TERMS OF CONTRACT:

(1) 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.

(2) Minimum of one year, except if 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 100% 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.

B. COMBINED BILLING:

(1) THIS PROVISION HAS BEEN RESTRICTED TO PRESENT LOCATIONS SINCE SEPTEMBER 18, 1978. Only one standard single phase metered service and one standard three-phase metered service, each in excess of five (5) kW measured demand for each service, shall be supplied at one contract location, and when so supplied the energy and demand registrations of the separate meters shall be determined separately and may be added for billing purposes when the use of capacity on each service will remain in excess of five (5) kW for each month of the contract year. Each separate and non-contiguous point of delivery or service installation shall be considered a contract location and shall be metered and billed under a separate service contract.

(2) THIS PROVISION IS RESTRICTED AS OF JUNE 18, 1976, to existing Customers and loads at existing locations. Combined Billing will not be permitted except where Customers are supplied with single phase and three-phase service at secondary voltages at a single location. In such instances, only one (1) single phase and one (1) three-phase service may be combined for billing purposes. Customer locations and loads may not continue to be billed under this Provision B (2) (i) if the Customer increases the capacity of either service entrance wiring, or (ii) the Customer increases the electrical load in the facility necessitating a change in the Company's facilities. Billing demand shall be the sum of the individual demands of each metered service. The individual demand of each metered service shall be determined separately.

RATE SCHEDULES, RATE GS-MEDIUM (continued)

C. SERVICE AT PRIMARY VOLTAGE:

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

(a) A Customer with an estimated maximum demand of 1,000 kW or less and requiring Primary Service at a voltage less than the nearest Primary Voltage system.

(b) Customer's maximum billing demand does not exceed 100 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 System.

(2) Customers serviced at Primary Voltage shall have the option to be billed under this Rate Schedule if the Customer's maximum billing demand does not exceed 400 kW for two (2) consecutive months and service is supplied through a Customer-owned transformer at the available Primary Voltage.

D. FLUCTUATING LOAD: 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.

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

RATE GS-LARGE
GENERAL SERVICE SECONDARY

AVAILABILITY:

This Rate is available to non-Residential Customers using electric service through a single delivery location for lighting, heating and/or power service whose registered demand is equal to or greater than 400 kW in two (2) consecutive months in the most recent twelve-month period. 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.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Customer Charge	$270.09	$204.79	$130.07	$145.82
Per kW for all billed kW	$4.16	$6.68	$4.36	$3.99
Per kVAr of reactive billing demand	$0.20	$0.19	$0.20	$0.18

RIDERS:

The Riders included in this Tariff that apply to this Rate Schedule are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

RATE SCHEDULES, RATE GS-LARGE (continued)

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, or (iii) contract demand or (iv) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

Pending the installation of a demand meter, Customer's Demand shall be a formula demand determined by dividing the kilowatt-hour consumption by 200.

REACTIVE BILLING DEMAND:

Reactive Billing Demand, measured in kVAr, shall be the integrated reactive demand occurring coincident with the Billing Demand.

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge 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.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

RATE SCHEDULES, RATE GS-LARGE (continued)

GENERAL PROVISIONS:

General Provision Matrix							
	A (1)	A (2)	B (1)	B (2)	C (1)	C (2)	D
Met-Ed	X						
Penelec	X		X		X		
Penn Power				X			
West Penn		X				X	X

A. TERMS OF CONTRACT:

(1) 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.

(2) Minimum of one year, except if 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 100% of the Agreement Capacity shall be waived.

B. COMBINED BILLING:

(1) This Provision is restricted as of June 18, 1976, to existing loads at existing locations. Combined Billing shall be permitted for three-phase multi- metered points at secondary voltages established prior to June 18, 1976. The billing demand shall be the sum of the individual demands of each metered service. Customer locations and loads may not continue to be billed under this General Provision: (i) if the Customer increases the capacity of either service entrance wiring, or (ii) the Customer increases the electrical load in the facility necessitating a change in the Company's facilities.

(2) For those Customers that were previously on the Optional Controlled Service Rider prior to June 20, 1996 shall be allowed to combine their separate meter readings that were in place under the Optional Controlled Service Rider into one single meter reading for billing purposes.

C. SERVICE AT PRIMARY VOLTAGE:

(1) Customers served at Primary Voltage may be billed under this Rate GS-Large, at the Company's sole and exclusive discretion, when a Customer requires Primary Service at a voltage less than the nearest available Primary Voltage, if the Company agrees to provide the Primary Voltage requested by the Customer.

(2) Customers served at voltages greater than 1,000 volts under this Rate Schedule qualify for a voltage discount of $1.23 per for all billing kW.

RATE SCHEDULES, RATE GS-LARGE (continued)

D. FLUCTUATING LOAD: 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.

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

RATE GP
GENERAL SERVICE – PRIMARY

AVAILABILITY:

Met-Ed & Penelec

Available to non-Residential Customers using electric power and/or lighting service through a single delivery location at 2,400 volts or higher. Choice of voltage shall be at the option of the Company. All substation and transformer equipment required for utilization of the delivery voltage shall be owned and maintained by the Customer. As described more fully in the next paragraph, this Rate Schedule shall be applicable to the owner of any Generating Facility whose Generating Facility is interconnected to the Company's electric system, if the Company believes, in its sole and exclusive discretion, that the provisions of this Rate Schedule are otherwise available to the Generating Facility.

The Company shall determine the applicability of this Rate Schedule to Generating Facility owners in its sole and exclusive discretion. If and when the Company determines that the owner of a Generating Facility interconnected to the Company's system has not previously entered into Tariff or other arrangements satisfactory to the Company allowing it to charge and receive payment of Delivery Service Charges, Default Service Charges and/or Net Station Power, as applicable, the Company will assign the Generating Facility to this Rate Schedule if the Company believes, the provisions of this Rate Schedule are otherwise available to the Generating Facility. For any hour in which the Company has determined the Generating Facility receives energy or capacity, as metered at or near such facility, the Generating Facility owner shall be responsible for paying to the Company all Delivery Service charges and/or Default Service Charges, applicable, based upon the metered energy and demand. In addition, the Generating Facility owner shall be responsible for paying to the Company all charges associated with Net Station Power for each applicable billing period based upon the default service rates specified in this Rate Schedule.

Minimum billing demand shall not be less than twenty-five (25) KW.

Penn Power

Available for primary light and power service. The billing load as hereinafter defined shall not be less than 25 kW. Service at alternating current, 60 hertz, three phase, at nominal primary voltages as available from suitable facilities of adequate capacity adjacent to the premises to be served, and as determined by the Company. The Customer shall have the responsibility for ownership, operation, and maintenance of all transforming, controlling, regulating, and protective equipment.

West Penn

Available for service at 15,000 volts or less 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.

RATE SCHEDULES, RATE GP (continued)

PSU

Available for service at 12,470 volts from Company substations.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Distribution Charge	$951.53	$996.52	$114.35	$983.20
Per kW for all billed kW	$2.98	$3.46	$4.34	$0.61
Per kVAr of reactive billing demand	$0.20	$0.19	$0.20	$0.18
Transformer Charge				$1.19

Rate District	PSU
Customer Charge	$793.00
Demand Charge: First 10,000 kilovolt-amperes	$2.52
Demand Charge: Additional kilovolt-amperes	$2.42

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

DETERMINATION OF BILLING DEMAND:

Met-Ed, Penelec, Penn Power, & West Penn

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) For ME, PN and PP twenty-five (25) kW. For WP two thousand (2,000) 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. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

RATE SCHEDULES, RATE GP (continued)

PSU

The Measured Demand for any month shall be the average of the weekly demands established during the calendar weeks ending within the billing month. The Weekly Demand shall be the maximum simultaneous fifteen-minute kilovolt-ampere demand but not less than 50 percent of the highest weekly demand of the month. The Billing Demand in the current month shall be the greatest of: (i) twenty-five (25) KW, (ii) the Measured Demand established in the month during On-peak hours, (iii) forty percent (40%) of the Measured Demand established in the month during off-peak hours, (iv) 18,000 kW, or (v) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months.

Measured Demand shall be determined from the synchronous aggregation of the substation meters with adjustments made to eliminate double counting of peak load when load is moved among substations causing a peak.

REACTIVE BILLING DEMAND:

Reactive Billing Demand, measured in kVAr, shall be the integrated reactive demand occurring coincident with the Billing Demand.

Met-Ed, Penelec and West Penn

The Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 35% of the Customer's kilowatt capacity.

Met-Ed and Penelec

For the purposes of determining the demand for Net Station Power of a Generating Facility under this Rate Schedule, registered demand during any hour cannot be netted, offset or credited against capacity from that Generating Facility in any other hour or from registered capacity from any other Generating Facility in any other hour.

STATION POWER ENERGY NETTING:

Met-Ed and Penelec

If applicable PJM rules and procedures for determining Net Station Power are in effect, all Net Station Power shall be determined solely by PJM and provided to the Company for billing purposes under this Rate Schedule. If the Applicant self-supplies Net Station Power, the Applicant shall be responsible for obtaining all related transmission service. If no such applicable PJM rules and procedures for determining Net Station Power are in effect or PJM is unable for any reason to determine Net Station Power, the Company shall determine Net Station Power for any relevant period in its sole discretion.

RATE SCHEDULES, RATE GP (continued)

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Distribution Charge 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.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

GENERAL PROVISIONS:

General Provision Matrix				
	A (1)	A (2)	A (3)	B
Met-Ed	X			
Penelec	X			
Penn Power		X		
West Penn			X	X
PSU				

A. TERMS OF CONTRACT:

(1) 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.

(2) Electric service hereunder will be furnished in accordance with a written contract which by its terms shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 day's notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued. Customers who elect not to contract for a minimum one-year term, as specified above, will be placed on Rate Schedule GS.

(3) The minimum term of the Electric Service Agreement required by Company under Rule 4 shall be five (5) 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.

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

RATE SCHEDULES, RATE GP (continued)

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.

B. TRANSFORMER CHARGE:

When Customer desires to take service under this Schedule at a voltage less than 15,000 volts, Company shall provide one transformation at charges set forth above based on the highest on-peak or off-peak demand for the month, but not less than any such demand previously established during the term of the Electric Service Agreement nor less than the capacity specified therein. This transformer charge does not apply for those connections supplied at 12,470 volts by a single transformation from an adjacent 138,000 volt line.

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

RATE TP
TRANSMISSION POWER

AVAILABILITY:

Met-Ed

This Rate Schedule is available to Non-Residential Customers using electric power and/or lighting service through a single delivery location and at a single delivery voltage at available nominal transmission voltages whose registered demand is equal to or greater than 5,000 kW in two (2) consecutive months. Choice of voltage shall be at the option of the Company. All substation, transformer, voltage regulating, and other equipment required for utilization of the delivery voltage shall be owned and maintained by the Customer. Existing Rate TP Customers at existing locations, irrespective of their current service voltage or substation ownership, may remain on Rate TP unless their load level does not meet the requirements of Rate TP. However, if the Customer's load level increases and requires the Company's substation or voltage level to change, the Company may require the Customer to provide their own substation and take service at a voltage level under which the Customer qualifies for service under this Rate Schedule. As described more fully in the next paragraph, this Rate Schedule shall be applicable to the owner of any Generating Facility whose Generating Facility is interconnected to the Company's electric system, if the Company believes, in its sole and exclusive discretion, that the provisions of this Rate Schedule are otherwise available to the Generating Facility.

The Company shall determine the applicability of this Rate Schedule to Generating Facility owners in its sole and exclusive discretion. If and when the Company determines that the owner of a Generating Facility interconnected to the Company's system has not previously entered into Tariff or other arrangements satisfactory to the Company allowing it to charge and receive payment of Delivery Service Charges, Default Service Charges and/or Net Station Power, as applicable, the Company will assign the Generating Facility to this Rate Schedule if the Company believes the provisions of this Rate Schedule are otherwise available to the Generating Facility. For any hour in which the Company has determined the Generating Rate Facility receives energy or capacity, as metered at or near such facility, the Generating Facility owner shall be responsible for paying to the Company all Delivery Service Charges and/or Default Service Charges, as applicable, based upon the metered energy and demand. In addition, the Generating Facility owner shall be responsible for paying to the Company all charges associated with Net Station Power for each applicable billing period based upon the Default Service rates specified in this Rate Schedule.

Minimum billing demand shall not be less than 5,000 KW.

RATE SCHEDULES, RATE TP (continued)

Penelec

This Rate Schedule is available to Non-Residential Customers using electric power and/or lighting service through a single delivery location and at a single delivery voltage of 23,000 volts or higher whose registered demand is equal to or greater than 3,000 kW in two (2) consecutive months. Choice of voltage shall be at the option of the Company. All substation, transformer, voltage regulating, and other equipment required for utilization of the delivery voltage shall be owned and maintained by the Customer. Existing Rate Schedule Customers at existing locations, irrespective of their current service voltage or substation ownership, may remain on this Rate Schedule unless their load level does not meet the requirements of this Rate Schedule. However, if the Customer's load level increases and requires the Company's substation or voltage level to change, the Company may require the Customer to provide their own substation and take service at a voltage level under which the Customer qualifies for service under this Rate Schedule. As described more fully in the next paragraph, this Rate Schedule shall be applicable to the owner of any Generating Facility whose Generating Facility is interconnected to the Company's electric system if the Company believes, it its sole and exclusive discretion, that the provisions of this Rate Schedule are otherwise available to the Generating Facility.

The Company shall determine the applicability of this Rate Schedule to Generating Facility owners in its sole and exclusive discretion. If and when the Company determines that the owner of a Generating Facility interconnected to the Company's system has not previously entered into Tariff or other arrangements satisfactory to the Company allowing it to charge and receive payment of Delivery Service Charges, Default Service Charges and/or Net Station Power, as applicable, the Company will assign the Generating Facility to this Rate Schedule if the Company believes the provisions of this Rate Schedule are otherwise available to the Generating Facility. For any hour in which the Company has determined the Generating Facility receives energy or capacity, as metered at or near such facility, the Generating Facility owner shall be responsible for paying to the Company all Delivery Service Charges and/or Default Service Charges, as applicable, based upon the metered energy and demand. In addition, the Generating Facility owner shall be responsible for paying to the Company all charges associated with Net Station Power for each applicable billing period based upon the Default Service rates specified in this Rate Schedule.

General Service purposes at Primary Voltages for loads in excess of 3,000 KW.

Minimum billing demand shall not be less than 3,000 KW.

Penn Power

Available for transmission light and power service furnished through one meter for each installation. The minimum billing demand shall be 200 kW.

Service will be alternating current, 60 hertz three phase, at nominal transmission voltages of 23,000 volts or above from suitable facilities of adequate capacity as may be available adjacent to the premises to be served and as determined by the Company.

RATE SCHEDULES, RATE TP (continued)

The Customer shall have the responsibility for ownership, operation, and maintenance of all transforming, controlling, regulating, and protective equipment.

The Company reserves the right to install the metering equipment on either the primary or secondary side of the customer's transformers, and when installed on the secondary side, compensating metering equipment will be used to correct for transformer losses.

West Penn

Available for service at 25,000 volts or more for loads of 2,000 kilowatts or greater, supplied at a single point of delivery. 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.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Distribution Charge	$5,290.68	$3,413.98	$324.29	$983.20
Per kW for all billed kW	$0.96	$1.86	$0.54	$0.61
Per kVAr of reactive billing demand			$0.20	$0.18

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

RATE SCHEDULES, RATE TP (continued)

DETERMINATION OF BILLING DEMAND:

Met-Ed & Penelec

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 greater of: (i) 5,000 kW for Met-Ed or 3,000 kW for Penelec, (ii) the maximum measured demand established in the month during On-Peak Hours, adjusted for Power Factor as stated herein, (iii) forty percent (40%) of the maximum measured demand established in the month during off-peak hours, adjusted for Power Factor as stated herein, (iv) contract demand, (v) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

All measured demands shall be corrected to a Power Factor defined in Rule 7 by multiplying each measured demand by the ratio of the minimum Power Factor requirement set forth in Rule 7 to either the measured Power Factor for that demand or the average Power Factor for the month, whichever is lower, to the nearest 0.1%. No reduction in measured demands shall be made for Power Factor in excess of the stated Power Factors in Rule 7.

For purposes of determining the demand for Net Station Power of a Generating Facility under this Rate Schedule, registered demand during any hour cannot be netted, offset or credited against capacity from that Generating Facility in any other hour or from registered capacity from any other Generating Facility in any other hour.

Penn Power

The Customer's demand shall be measured by indicating or recording instruments. Demand shall be integrated over fifteen (15)-minute intervals or as otherwise determined by the Company. The billing demand in the current month shall be the greater of: (i) 200 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, as stated herein, (iv) contract demand (v) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

For purposes of determining the demand for Net Station Power of a Generating Facility under this Rate Schedule, registered demand during any hour cannot be netted, offset or credited against capacity from that Generating Facility in any other hour or from registered capacity from any other Generating Facility in any other hour.

RATE SCHEDULES, RATE TP (continued)

West Penn

The Customer's demand shall be measured by indicating or recording instruments. Demand shall be integrated over fifteen (15)-minute intervals or as otherwise determined by the Company. The billing demand in the current month shall be the greatest of: (i) two thousand (2000) 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. The on-peak and off-peak hour provisions of this definition are only applicable for those customers who have installations of Time-of-Use demand meters.

REACTIVE BILLING DEMAND:

Penn Power

Reactive Billing Demand, measured in kVAr, shall be the integrated reactive demand occurring coincident with the Billing Demand.

West Penn

The kVAr charge is applied to the Customer's kVAr capacity requirement in excess of 35% of the Customer's kilowatt capacity. Reactive Billing Demand, measured in kVAr, shall be the integrated reactive demand occurring coincident with the Billing Demand.

STATION POWER ENERGY NETTING:

If applicable PJM rules and procedures for determining Net Station Power are in effect, all Net Station Power shall be determined solely by PJM and provided to the Company for billing purposes under this Rate Schedule. If the Applicant self-supplies Net Station Power, the Applicant shall be responsible for obtaining all related transmission service. If no such applicable PJM rules and procedures for determining Net Station Power are in effect or PJM is unable for any reason to determine Net Station Power, the Company shall determine Net Station Power for any relevant period in its sole discretion.

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Distribution Charge 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.

RATE SCHEDULES, RATE TP (continued)

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

GENERAL PROVISIONS:

General Provision Matrix									
	A (1)	A (2)	A (3)	B (1)	B (2)	B (3)	B (4)	C	D
Met-Ed	X			X					
Penelec	X				X			X	X
Penn Power		X				X			
West Penn			X				X		

A. TERM OF CONTRACT:

(1) 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.

(2) Electric service hereunder will be furnished in accordance with a written contract which by its terms shall be in full force and effect for a minimum period of one year and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days' notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued. Customers who elect not to contract for a minimum one (1) year term, as specified above, will be placed on Rate Schedule GS.

(3) The minimum term of the Electric Service Agreement required by the Company under Rule 4 shall be five (5) 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.

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.

RATE SCHEDULES, RATE TP (continued)

B. VOLTAGE DISCOUNT:

(1) If the Company, in its sole discretion, elects to serve a Customer at 115 KV or greater, the demand charge shall be decreased as follows: Credit in the amount of $0.75 Dollars/KW of Demand.

(2) Upon request by the Customer, the Company shall furnish service at 115,000 volts or greater where available provided Customer furnishes all necessary transformer and terminal equipment. If service is supplied at 115,000 volts or greater, the kilowatt demand charge and energy charges per month shall be decreased as shown below per kW of billing demand and as shown below per kWh of total energy, respectively. In the case of an account with multi-point delivery, the credits shall be based on the contribution of the 115,000 volt or greater delivery point to the billing demand and total billed energy. Credit in the amount of $1.49 Dollars/KW of Demand.

(3) If the Company, in its sole discretion, elects to serve a Customer at 115 KV or greater, the demand charge shall be decreased as follows: Credit in the amount of $0.18 Dollars/KW of Demand.

(4) For loads of 10,000 kilowatts or greater, the Company will furnish service at voltages above 100,000 volts if such service is provided at a single delivery point from the Company's transmission system and 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, discounts will be allowed, but in no case will the amount of the minimum bill be hereby reduced. Credit in the amount of $0.50 Dollars/KW of Demand.

C. LESS THAN 23,000 VOLT DELIVERY: Service will be rendered at less than 23,000 volts only at the sole and exclusive discretion of the Company and only when it can be provided economically through a single transformation from available transmission lines of 115,000 volts or above.

D. MULTI-POINT DELIVERY: THE AVAILABILITY OF THIS PROVISION TO CUSTOMERS HAS BEEN RESTRICTED SINCE JUNE 18, 1976. NEITHER DELIVERY SERVICE CUSTOMERS NOR NEW DELIVERY SERVICE CUSTOMERS SHALL BE PERMITTED TO TAKE SERVICE UNDER THIS PROVISION. ANY CUSTOMER PRESENTLY SERVED UNDER THIS PROVISION WHO BECOMES A DELIVERY SERVICE CUSTOMER AND LATER RETURNS AS A DEFAULT SERVICE CUSTOMER SHALL NOT BE PERMITTED TO TAKE SERVICE UNDER THIS PROVISION. If the load of an industrial Customer located on single or contiguous premises becomes greater than the capacity of the standard circuit or circuits established by the Company to supply the Customer, additional delivery points may be established for such premises upon written request of the Customer, provided multi-point delivery is not disadvantageous to the Company. When such additional points of delivery are established, billing shall be based on the sum of the meter readings except that, at the written request of the Customer, billing demand shall be based on the sum of the simultaneous meter readings where the Customer employs load management techniques to reduce its contribution to the Company's system annual and monthly peaks. Customer's locations and loads billed under this provision may not continue to be so served if there is a substantial increase in load necessitating any increase in the capacity of the Company's facilities or in the capacity of the Customer's service entrance wiring. Multiple Customer-owned circuits from the same substation shall not be considered multi-point delivery.

RATE SCHEDULES, RATE TP (continued)

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:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charges

Rate District	West Penn	
Customer Charge	$4.08	
Point of supply	At generating stations	At transmission lines
Per kVA for all billed kVA	$0.11	$0.11
Per kWh for all billed kWh	$0.00029	$0.00029

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.

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

RATE SCHEDULES, SCHEDULE 44 (continued)

COMPENSATING FOR TRANSMISSION AND DISTRIBUTION LOSSES:

For service between 15,000 and 100,000 volts, multiplying Customer's 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 Rate District. For service at other voltages, Customer should contact Company for loss factor.

DETERMINATION OF BILLING 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:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charges

Rate District	West Penn
Customer Charge	$5.45
Per kVA for all billed kVA	$0.52
Voltage Discount: per kVA for all billed kVA	$0.14
Energy Charges: per kWh for all billed kWh	$0.00104

VOLTAGE DISCOUNT (kVA):

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.

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

RATE SCHEDULES, SCHEDULE 46 (continued)

DEFAULT SERVICE CHARGES:

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

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 Rate District. For service at other voltages, Customer should contact Company for loss factor.

DETERMINATION OF BILLING 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 provisions:

(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.

RATE SCHEDULES, SCHEDULE 46 (continued)

The off-peak demand of a week 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.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

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

RATE H
ALL ELECTRIC SCHOOL, CHURCH AND HOSPITAL RATE

AVAILABILITY:

Penelec

THE AVAILABILITY OF THIS RATE SCHEDULE TO CUSTOMERS HAS BEEN RESTRICTED SINCE MARCH 29, 1971.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Penelec
Customer Charge	$35.13
Cents per kWh for all kWh	3.312

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Customer Charge listed in the General Monthly Charges section of this rate schedule plus distribution energy charges and charges related to applicable riders.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

RATE SCHEDULES, RATE H (continued)

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.

UNTRANSFORMED SERVICE:

At the Customer's option, service shall be supplied by the Company at primary voltage at the above stated rate.

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

RATE MS
MUNICIPAL SERVICE RATE

AVAILABILITY:

Met-Ed

THE AVAILABILITY OF THIS RATE SCHEDULE TO CUSTOMERS HAS BEEN RESTRICTED SINCE OCTOBER 19, 1983.

Municipal lighting, and/or power and/or heating service used by counties, cities, boroughs, townships and public school districts for public purposes only and not applicable to service where counties, cities, boroughs, townships or public school districts are compensated in any form (other than admissions collected by such bodies) for the use of any of the facilities for which service is supplied.

Secondary Voltage: Secondary voltage will be supplied by the Company to Customers at a single transformer location when load does not require transformer capacity in excess of 2,500 KVA.

Primary Voltage: New Customers requiring transformer capacity in excess of 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.

GENERAL MONTHLY CHARGES:

The Distribution Charges are applicable to Delivery Service Customers:

Rate District	Met-Ed
Customer Charge	$32.23
Cents per kWh for all kWh	3.159

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

RATE SCHEDULES, RATE MS (continued)

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Customer Charge listed in the General Monthly Charges section of this rate schedule plus distribution energy charges and charges related to applicable riders.

PAYMENT TERMS:

As per Rule 11, 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.

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

RATE PNP
PUBLIC OR NON-PROFIT ORGANIZATION RATE

AVAILABILITY:

Penn Power

Certain public or non-profit organizations may receive electric service pursuant to the charges set forth below as part of the Company's Community and Customer Partnership Program (CCPP) rate schedule.

Service at alternating current, 60 hertz, standard single phase or three phase three-wire or four-wire secondary service, as available. Single and three phase service will be metered and billed separately or, when feasible, single and three phase service will be furnished through a single meter installation and billed as one account provided the customer arranges his wiring to facilitate the installation of a single meter. Where service is furnished at three-phase, the customer shall provide and maintain all equipment required for lighting service.

DEFINITION:

Public or Non-Profit Organization – organization which has the authority to tax and has tax exempt status or an organization recognized by the Internal Revenue Service (IRS) as non-profit. Only qualifying organizations that have temporary connections or occasional use of electric service for periods of less than 30 days and where such service is for an event in the public interest and available to the public qualify for this special provision. The 30-day requirement may be waived for public organizations, but in no event shall occasional use extend beyond 12 continuous months.

GENERAL MONTHLY CHARGES:

The net monthly charge per customer shall be:

Rate District	Penn Power
Customer Charge	$15.56
Cents per kWh for all kWh	3.440

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

RATE SCHEDULES, RATE PNP (continued)

DEFAULT SERVICE CHARGES:

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

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, as stated herein, (iii) contract demand or (iv) fifty percent (50%) of the highest billing demand established during the preceding eleven (11) months.

MINIMUM CHARGE:

The monthly Minimum Charge shall be the applicable Rate District Customer Charge plus distribution energy charges and any related to applicable riders.

PAYMENT TERMS:

The net amount is due and payable within 15 days after the date of mailing the bill. If the net amount is not received in full on or before the date shown on the bill for payment of net amount, the gross amount, which is 2% more than the net amount balance, is due and payable. If the normal due date should fall on a Saturday, Sunday, bank holiday or any other day when the offices of the Company which regularly receive payment are not open to the general public, the due date shall be extended to the next business day.

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.

SERVICES

BORDERLINE SERVICE

AVAILABILITY:

Met-Ed and Penelec

Borderline Service is available to public utility companies for resale in adjacent service territory to the Company under reciprocal agreements between the Company and other public utility companies, subject to the following conditions:

A. A request shall be made in writing for each point of supply where service is desired.

B. Borderline service may be supplied in the Company's sole and exclusive discretion when it has available adequate capacity to serve the requested location(s).

C. When such service is supplied, energy shall be supplied at sixty (60) cycle alternating current, at such potential and of such phase as may be mutually agreed upon.

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

GENERAL MONTHLY CHARGES:

Rate District	Met-Ed	Penelec
Cents per kWh for all kWh	4.133	5.038

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

INVESTMENT CHARGE:

One percent (1%) on the Company's investment in facilities necessary to deliver and meter the service.

The energy may be metered at the point of supply or at the nearest suitable point, or the energy may be estimated from the sum of the meter readings of purchaser's customers, plus an agreed upon correction to cover transformation and the line losses from the point of supply.

SERVICES, BORDERLINE SERVICE (continued)

TERM OF CONTRACT:

A contract shall be written for a period of not less than five (5) years.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

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.

SERVICES

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 when replacing existing lighting. This restriction does not apply to new installations.

GENERAL MONTHLY CHARGES:

Demand and Energy Charges for common lamp sizes:

Charges Per Month Per Light:

Cobra Head

Nominal Watts	Monthly kWh	ME Distribution	PN Distribution	PP Distribution	WP Distribution
50	18	$9.80	$8.29	$7.32	$6.94
90	32	$12.11	$9.88	$8.78	$8.73
130	46	$12.87	$11.14	$9.78	$9.28
260	91	$19.89	$17.30	$15.12	$14.38

Colonial

Nominal Watts	Monthly kWh	ME Distribution	PN Distribution	PP Distribution	WP Distribution
50	18	$15.42	$13.37	$11.72	$11.12
90	32	$16.95	$14.71	$12.87	$12.24

Acorn

Nominal Watts	Monthly kWh	ME Distribution	PN Distribution	PP Distribution	WP Distribution
50	18	$25.59	$22.30	$19.46	$18.51
90	32	$27.04	$23.58	$20.57	$19.57

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

SERVICES, LED Street Lighting (continued)

DEFAULT SERVICE CHARGES:

For customers receiving default service, the Price to Compare Default Service Charge shall be determined using the applicable Monthly kWh usage multiplied by the 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 an amount representative of 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, luminaires, brackets, and other supporting materials.

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 and 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 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, 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.

SERVICES

ORNAMENTAL STREET LIGHTING SERVICE (SLS-O)

AVAILABILITY (RESTRICTED):

Met-Ed
AVAILABLE ONLY AS A FULL SERVICE OPTION.

THIS SERVICE IS RESTRICTED TO EXISTING CUSTOMERS AND NO ADDITIONAL LIGHTS WILL BE INSTALLED HEREUNDER, OR INCREASED IN SIZE, EFFECTIVE OCTOBER 19, 1983. ANY CUSTOMER PRESENTLYSERVED UNDER THIS ORNAMENTAL STREET LIGHTING SERVICE AND ELECTS TO TERMINATE THIS SERVICE, SHALL NOT BE PERMITTED TO RETURN AS AN ORNAMENTAL STREET LIGHTING SERVICE CUSTOMER.

Available for ornamental street lighting service and street lighting service for underpasses and bridges. Applicable only to municipal or other governmental bodies. Incandescent street lights may be relocated provided Customer pays Company the cost of such relocation, except that such lights will be installed only in areas already lighted predominantly by incandescent lights.

TYPE OF SERVICE: The following conditions are applicable to all lights served and to all equipment supplied under this Service:

1. Lamps will be lighted from dusk to dawn, which is approximately 4,200 hours per year.
2. The lumen rating, where stated, is the manufacturers' stated nominal rating of lamps.

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

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 the Price to Compare Default Service Rate Rider Commercial Customer Class rate.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

SERVICES, SLS-O (continued)

TERM OF CONTRACT:

Service supplied under this classification shall be for a period of not less than one (1) year.

GENERAL PROVISION:

POST TOP SERIES INCANDESCENT STREET LIGHTING (RESTRICTED): Where the Customer elects to take street lighting service from series incandescent street lighting facilities and the Company furnishes and maintains the entire street lighting systems, the monthly charge shall be as specified below:

Nominal Initial Rate

Lamp Lumens:	2,500
Lamp Charge Per Month:	$56.47

SERVICES

OUTDOOR AREA LIGHTING SERVICE

AVAILABILITY:

Met-Ed and Penelec

Available for lighting of outdoor areas and roadways from dusk to dawn, served from Company's existing overhead wood pole distribution system where 120-volt service is available and where the Company's sole determination that street lighting service is not appropriate.

THIS SERVICE SHALL BE FURTHER RESTRICTED TO EXISTING CUSTOMERS AT EXISTING LOCATIONS AS OF AUGUST 1, 2012.

Met-Ed

INSTALLATION OF MERCURY VAPOR LIGHTS UNDER THIS SERVICE IS RESTRICTED TO EXISTING LIGHTS AT PRESENT LOCATIONS AS OF OCTOBER 19, 1983.

RATE PER MONTH:

Mercury Vapor

Nominal Lamp Watt	Monthly kWh	ME Distribution	PN Distribution
100	42		$8.28
175	70	$8.31	
175	74		$8.79
250	107		$12.48
400	174		$14.28
400 Flood Lighting	174		$16.17
700	294		$20.00
1000	420		$20.62
1000 Flood Lighting	420		$26.62

Sodium Vapor

Nominal Lamp Watt	Monthly kWh	ME Distribution	PN Distribution
70	29		$19.38
100- Area Lighting	46	$24.32	
100	50		$19.46
150	65		$23.96
200	80		$28.45
200 Flood Lighting	80		$34.56
250	110		$29.67
250 Flood Lighting	98	$13.17	
400	169		$28.75
400 Flood Lighting	169		$33.98
400-Flood Lighting	156	$8.48	

SERVICES, Outdoor Area Lighting (continued)

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

For Customers receiving default service, the Price to Compare Default Service Charge shall be determined using the applicable monthly kWh usage multiplied by the Price to Compare Default Service Rate Rider, Commercial Customer Class rate.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

GENERAL PROVISIONS:

	A (1)	A (2)	B (1)	C (1)	C (2)	D (1)	D (2)
Met-Ed	X		X	X		X	
Penelec		X			X		X

A. TERM OF CONTRACT:

(1) The initial term of contract shall be not less than three (3) years when installed on existing poles or not less than five (5) years when either a pole is installed for supporting the light or secondary facilities are installed to serve the light.

(2) Term of contract shall be two (2) years for standard installations and five (5) years where additional facilities are required.

B. FACILITIES

(1) All facilities necessary for service under this schedule shall be owned and maintained by the Company, except that at its option the Company may install the light on a pole owned by another utility company or on a farm center pole owned or used by the Customer. If a light is installed on a farm center pole, the Company may require a satisfactory written agreement releasing the Company of damage claims and to indemnify the Company against claims by others.

SERVICES, Outdoor Area Lighting (continued)

C. ADDITIONAL FACILITIES

(1) No change in height of existing poles in primary distribution lines shall be made, nor shall additional poles be installed in such lines, for the purpose of installing a light unless Customer elects to pay the Company the cost of such change. If requested by a Customer, Company may, at its option, install a pole for supporting a light, and external secondary facilities to such pole, and in such cases there shall be a charge of Nine Dollars and Nineteen Cents ($9.19) per pole and secondary facilities per month. Not more than two (2) one-pole extensions, or one (1) two-pole extension, may be made per Customer at any single premises. In either case, the extensions may be made only if a light is installed on each pole installed. If requested by a Customer, the Company may, at its option, install secondary facilities to serve a light, and in such cases, there shall be a charge issued to the Customer by the Company of Nine Dollars and Nineteen Cents ($9.19) per light per month. As an alternative to the charges stated herein, the Customers may pay to the Company the cost of furnishing and installing the required facilities. For facilities to be installed hereunder, the Customer shall grant such right-of-way as is required, in accordance with the provisions of this Tariff. The Customer shall obtain satisfactory written approval from the appropriate public authorities for lights to be located on public thorough fares.

(2) PROVISION FOR ADDITIONAL FACILITIES INSTALLED AT COMPANY EXPENSE IS RESTRICTED TO FACILITIES INSTALLED PRIOR TO JANUARY 27, 1979. If the Company installs additional poles, there shall be an additional monthly charge as follows: For wood poles, One Dollar and Sixty-One Cents ($1.61) per pole per lamp and Three Dollars and Ninety-Four Cents ($3.94) for each pole in excess of one (1) per lamp; for fabricated poles, Eight Dollars and Six Cents ($8.06) per pole per lamp and Ten Dollars and Sixty-Two Cents ($10.62) for each in excess of one (1) per lamp. After January 27, 1979, where additional facilities are required, lamps shall be installed only on facilities provided or paid for by the Customer. All facilities shall be owned and maintained by the Company.

RESTRICTED TO FACILITIES INSTALLED PRIOR TO APRIL 9, 1981.Special equipment and/or underground service may be furnished at the Company's option upon the Customer's written request, subject to an additional charge to cover the cost of furnishing such special equipment and/or underground service. Supports of other than standard length or underground service shall be provided at the Company's option, subject to an advance payment by the Customer to the Company of the additional costs.

The Customer shall obtain all necessary approvals required for lights to be located on public thoroughfares.

SERVICES, Outdoor Area Lighting (continued)

D. RESTRICTED LAMPS

(1) The lamp, luminaire with open refractor, and bracket not over four (4) feet in length adopted by the Company as standard for this type of service shall be used. Lamps shall be lighted from dusk to dawn by automatic control furnished by Company and burning hours of the light shall be approximately 4,200 hours per year.

Lights and poles shall be placed only at locations accessible for installation and maintenance by Company's mechanized equipment. A mercury vapor light fixture that becomes inoperable will be replaced with an equivalent lumen output sodium vapor light fixture to comply with the Federal Energy Policy Act of 2005 that prohibits the import or manufacture of mercury vapor ballasts. When such replacement occurs, sodium vapor rates will apply based on the Rate District's current electric service Tariff.

Lamp renewals shall be made during normal weekday working hours, ordinarily within forty-eight (48) hours of notification by the Customer, such renewals not to be made on Saturdays, Sundays or holidays.

(2) Restricted Lamps: NO NEW OR ADDITIONAL LAMPS AS TABULATED BELOW WILL BE INSTALLED BY THE COMPANY AFTER APRIL 9, 1981. 400, 700 and 1,000 watt mercury vapor lamps may be replaced by the Company with equivalent high pressure sodium vapor lamps when required or deemed necessary by the Company.

A mercury vapor light fixture that becomes inoperable will be replaced with an equivalent lumen output sodium vapor light fixture to comply with the Federal Energy Policy Act of 2005 that prohibits the import or manufacture of mercury vapor ballasts. When such replacement occurs, sodium vapor rates will apply based on the Rate District's current electric service Tariff.

The Company shall replace burned-out lamps during regular daytime working hours as soon as practicable following notification by the Customer.

SERVICES

HIGH PRESSURE SODIUM VAPOR STREET LIGHTING SERVICE - PN

AVAILABILITY:

Penelec

Available only to present Customers for installations now being served prior to December 31, 2023. Lighting service on public streets, highways, bridges, parks and similar public places for municipalities and other governmental agencies.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Wood Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
5,800	70	29	$10.48
9,500	100	50	$9.28
16,000	150	71	$8.82
22,000	200	80	$13.47
27,500	250	110	$14.15
50,000	400	169	$9.26

Fiberglass Pole Not Over 16 Feet

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
5,800	70	29	$16.75
9,500	100	50	$15.56
16,000	150	71	$15.10
22,000	200	80	$19.71
27,500	250	110	$20.36
50,000	400	169	$15.52

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

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 the Price to Compare Default Service Rate Rider Commercial Customer Class rate.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

SERVICES, HPS VAPOR STREET LIGHTING SERVICE – PN (continued)

TERM OF CONTRACT:

Not less than five (5) years.

GENERAL PROVISIONS:

(A) The Company shall furnish, install, and maintain at the above rates all necessary street lighting facilities consisting of lamps, luminaries, controls, brackets, and ballasts, utilizing the Company's general overhead or underground distribution system.

(B) Bills for service supplied under this Rate shall be rendered by the Company monthly.

(C) Lamps shall be lighted from dusk to dawn each and every night, or for approximately 4,200 hours per year.

(D) Additional high pressure sodium vapor street lighting fixtures of the type currently used by the Company shall be installed by the Company on existing circuits at the Customer's request at any time except during the last three (3) months of any contract term. Additional high pressure sodium vapor street lighting fixtures of the type currently used by the Company involving the construction by the Company of additional circuits and/or pole line shall be installed by the Company at the Customer's request at any time except during the last twelve (12) months of any contract term.

(E) If additional street lighting facilities are installed at the Customer's request, they shall be considered as an addition to the contract and subject to all the provisions thereof.

(F) If a sodium vapor unit replaces an existing mercury vapor unit that has been installed for less than ten (10) years, the Customer shall pay for the cost of removal of the mercury vapor unit in addition to the depreciable life of the fixture for the remainder of the contract term as determined by the Company.

(G) If the Customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the Customer shall pay the removal cost plus the remaining value of the system.

(H) If a Customer requests an underground system, the additional cost shall be borne by the Customer, or may be included in the contract at the following additional charges:
Underground (1): Earth construction at 4.00¢ per foot.
Underground (2): Requiring removal and replacement of paving or sidewalks at 40.00¢ per foot.
Underground (3): If a Customer furnishes and installs foundation bases for fabricated poles and the conductor raceways in accordance with Company specifications, the charges in items (1) and (2) shall not apply.
Underground (4): Stone construction - additional costs shall be borne by the Customer.

SERVICES, HPS VAPOR STREET LIGHTING SERVICE – PN (continued)

(I) Underpass Lighting: High pressure sodium vapor lamps for 24-hour service shall be supplied by the Company, as follows:

Watts	kWh per Month	Distribution
70	60	$9.95
100	104	$6.98
150	148	$6.42
200	167	$9.99
400	352	$5.13

(J) Special equipment, including steel, aluminum or concrete poles or fiberglass poles in excess of sixteen (16) feet in length may be furnished at the Company's option, upon written request, and the additional cost there of shall be borne by the Customer.

SERVICES

MUNICIPAL STREET LIGHTING SERVICE (SLS-MUNI)

AVAILABILITY:

Penelec

Lighting service on public streets, highways, bridges, parks and similar public places for municipalities and other governmental agencies.

THIS RATE IS RESTRICTED SOLELY TO EXISTING LAMP LOCATIONS OF CUSTOMERS WHO WERE RECEIVING SERVICE HEREUNDER ON APRIL 9, 1981. ANY CUSTOMER PRESENTLY SERVED UNDER THIS MUNICIPAL STREET LIGHTING SERVICE AND ELECTS TO TERMINATE THIS SERVICE, SHALL NOT BE PERMITTED TO RETURN AS A MUNICIPAL STREET LIGHTING SERVICE CUSTOMER.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:
Standard Mercury Vapor Units:

Wood Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
4,000	100	42	$7.94
8,150	175	74	$7.93
11,500	250	107	$11.09

Fabricated Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
11,500	250	107	$17.30

High Pressure Sodium Vapor lamps installed after April 9, 1981 will be served under the provision of High Pressure Sodium Vapor Street Lighting Service.

Standard High Pressure Sodium Vapor Units:

Wood Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
27,500	250	110	$14.60

Fabricated Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
27,500	250	110	$20.98

SERVICES, SLS-MUNI (continued)

Mercury Vapor Floodlight Units:

Wood Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
21,500	400	174	$13.28
60,000	1,000	420	$15.95

Fabricated Pole

Rate District	Penelec		
Initial Lumens	Watts	kWh per Month	Distribution
21,500	400	174	$33.07

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

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 the Price to Compare Default Service Rate Rider Commercial Customer Class rate.

PAYMENT TERMS:

As per Rule 11, Payment of Bills.

TERM OF CONTRACT:

Not less than five (5) years.

GENERAL PROVISIONS:

(A) The Company shall furnish, install, and maintain at the above rates all necessary street lighting facilities consisting of lamps, luminaries, controls, brackets, and ballasts, utilizing the Company's general overhead or underground distribution system.

SERVICES, SLS-MUNI (continued)

(B) If a Customer requests an underground system, the additional cost shall be borne by the Customer, or may be included in the contract at the following additional charges:
Underground (1): Earth construction at 4.00¢ per foot.
Underground (2): Requiring removal and replacement of paving or sidewalks at 40.00¢ per foot.
Underground (3): If a Customer furnishes and installs foundation bases for fabricated poles and the conductor raceways in accordance with Company specifications, the charges in items (1) and (2) shall not apply.
Underground (4): Stone construction - additional costs shall be borne by the Customer.

(C) The Company may, at its option, furnish special equipment to a Customer who requests it at such increased rates per lamp as may be determined by the Company.

(D) Limited Access Highway Lighting: If a Customer owns the entire street lighting installation, the Company shall supply energy, furnish and install replacement lamps and photoelectric controls, and clean the fixtures when and if necessary. Replacement of, or repairs to, Customer-owned facilities other than lamps and photoelectric controls shall be made at the Customer's expense. The Rate, per lamp per month, is as follows:

	kWh per Month	Rate
250 watt mercury vapor lamp	107	$6.91
400 watt mercury vapor lamp	174	$5.91

For conservation purposes, a Customer may replace existing mercury vapor lamps with high pressure sodium vapor lamps at the following prices:

Watts	kWh per Month	Rate
200 watts	80	$9.07
400 watts	169	$4.43

For mounting heights over thirty-five (35) feet, the above rates shall be increased by Three Dollars and Sixty-Four Cents ($3.64).

SERVICES, SLS-MUNI (continued)

(E) This Special Provision E. is restricted solely to Overhead or Boulevard Street Lighting in the City of Altoona where the Company furnishes overhead circuits consisting of cable and wire from Customer-owned series street lighting transformers to pole locations. In addition to the transformers and all auxiliary equipment, consisting of lightning arresters, oil switches, relays, supporting structures and wiring, the Customer supplies and maintains all fixtures, lighting units, supports, standards, etc. Such service shall be supplied and metered by the Company at primary voltage except at the Customer's option, a portion may be supplied at secondary voltage for the operation of control equipment and for supply to self-controlled lamps connected to the Company's secondary lines. The charges for this service include the following:

(1) For each overhead self-controlled unit, served from the general overhead distribution system, a charge of One Dollar and Eighty-Six Cents ($1.86).
(2) No charge for the boulevard units.
(3) For the kilowatt-hours consumed as indicated by the summation of the monthly meter readings:

First 100,000 kWh	0.726¢ kWh
Excess kWh	0.191¢ kWh

(4) ALTERNATIVE TECHNOLOGY LIGHTING: The Alternative Technology Lighting charges shall apply to lighting facilities owned and maintained by the Customer which utilize Induction, Solid State, or Plasma Lighting technologies, or such additional alternative technology as may be specified by the Company. The Alternative Technology Lighting must be certified by an Edison Testing Laboratories "ETL" (or equivalent) to verify the actual consumption of the fixture. In addition, and in order to certify the safe operation, the fixture must be Underwriters Laboratories "UL" (or equivalent) listed.

For purposes of the Provision E, the following definitions shall apply:

Induction Lighting – Discharge lamps, where mercury or other atoms are energized to elevate their energy level, then discharge a photon as they fall back to their normal state.

Solid State Lighting – Technology using semi-conducting materials to convert electricity into light. Solid State Lighting is an umbrella term encompassing both light- emitting diodes (LEDs) and organic light-emitting diodes (OLEDs).

Plasma Lighting – Plasma lamps are a family of light sources that generate light by exciting a plasma inside a closed transparent burner or bulb using a radio frequency (RF) power. Typically, such lamps use a noble gas or a mixture of these gases and additional materials such as metal halides, sodium, mercury, or sulfur. A waveguide is used to constrain and focus the electrical field into the plasma. In operation the gas is ionized and free electrons, accelerated by the electrical field collide with gas and metal atoms. Some electrons circling around the gas and metal atoms are excited by these collisions, bringing them to a higher energy state. When the electron falls back to its original state, it emits a photon, resulting in visible light or ultraviolet radiation depending on the fill materials.

SERVICES, SLS-MUNI (continued)

Alternative Technology Lighting shall be applied to each kilowatt-hour delivered during a billing month to all Customers served under this specific provision, determined to the nearest one-hundredth of a cent per kilo-watt hour. In addition, the wattage of the Alternative Technology Lighting shall be rounded to the nearest 25 Watt. The Alternative Technology Lighting wattage will then be converted into kWh in accordance with the formula set forth below:

$$kWh = (System\ Watt \times 350) / 1{,}000$$

Where:

System Watt = Total Watts used (drawn) by the entire luminaire fixture.

(F) Bills for service supplied under this Rate shall be rendered by the Company monthly.

(G) Lamps shall be lighted from dusk to dawn nightly, or for approximately 4,200 hours per year.

(H) Additional street lighting fixtures of the type currently used by the Company shall be installed by the Company on existing circuits at the Customer's request at any time except during the last three (3) months of any contract term. Additional street lighting fixtures of the type currently used by the Company involving the construction by the Company of additional circuits and/or pole line shall be installed by the Company at the Customer's request at any time except during the last twelve (12) months of any contract term.

(I) Any additional street lighting facilities installed at the Customer's request shall be considered as an addition to the contract and subject to all the provisions thereof. If a sodium vapor unit replaces an existing mercury vapor unit that has been installed for less than ten (10) years, the Customer shall pay the Company for the cost of removal of the mercury vapor unit.

(J) If the Customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the Customer shall pay the removal cost plus the remaining value of the system.

SERVICES

PRIVATE OUTDOOR LIGHTING SERVICE – (PLS)

AVAILABILITY:

Penn Power

Available for all-night outdoor lighting service to any Customer on the lines of the Rate District where such service can be supplied by the installation of lighting fixtures supplied directly from (1) existing secondary circuits or (2) an extension of existing secondary circuit that requires only one additional span of secondary circuit and does not require any other facilities or expenses (e.g. new pole, pole changeout, or guying). Complete lighting service will be furnished by the Company using vapor lamps installed in standard fixtures. All equipment will be installed and maintained by the Company.

GENERAL MONTHLY CHARGES:

Overhead and Post-Top (PT) Lighting Service:

The charges listed below for lights not designated as PT are for each light with luminaire and bracket arm, supplied from an existing pole and secondary facilities.

The charges listed below for lights designated as PT are for each lamp with post-top luminaire mounted on a 14'-16' post installed 4' in the ground, where service is supplied from existing secondary, including 50 feet of circuit installed in a trench provided by the customer.

Distribution Charge

Rating in Watts	Type	Nominal Lumens	Average Monthly kWh	Distribution
175	Mercury Vapor	7,500	70	$14.58
175	Mercury Vapor – PT	7,500	70	$26.52
400	Mercury Vapor	22,000	156	$12.54
70	Sodium Vapor	5,800	32	$18.19
100	Sodium Vapor – PT	9,500	46	$27.88
100	Sodium Vapor	9,500	46	$18.30
150	Sodium Vapor	16,000	66	$17.63
250	Sodium Vapor	27,500	98	$18.49
400	Sodium Vapor	50,000	156	$18.32
250	Metal Halide	23,000	98	$22.82
400	Metal Halide	40,000	156	$19.48
1,000	Metal Halide	110,000	364	$8.32

When service cannot be supplied from facilities included above and additional facilities are required, the customer will in addition to the above charges pay the following distribution charge for each pole:

For each 30’ or 35’ pole, per month	$11.07
For each 40’ pole, per month	$12.88

SERVICES, PLS (continued)

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

TERMS OF PAYMENT:

The net amount billed is due and payable within a period of twenty days for residential type service and fifteen days for commercial type service. If the net amount is not paid on or before the date shown on the bill for payment of net amount, the bill shall bear interest at the rate of 2% per month of the unpaid net balance. This service shall be separately billed, or at the Company's option, billing for it shall be added as a separate item to the customer's bill for other service or services. Failure to pay for one service shall not be treated as failure to pay for the other service or services for any purpose.

CONTRACT:

Electric service hereunder will be furnished in accordance with a written contract which by its terms shall be in full force and effect for a period of three years and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days' notice in writing prior to the expiration date of any of said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

SERVICES, PLS (continued)

TERMS AND CONDITIONS:

The Customer shall provide cleared rights-of-way, including easements as may be required by the Company and the customer shall be responsible for any permits which may be required in order for the Company to supply the lighting service.

All lamps shall burn from dusk to dawn, every night, burning approximately 4,070 hours per year.

Maintenance will be performed during regularly scheduled working hours and the Company will endeavor to replace burned-out lamps within 48 hours after notification.

The Company shall replace glass globes and other glass covers twice in a twelve-month period at no additional cost. With repeated vandalism, the Company, at its option, will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges.

No reduction in bill shall be allowed for lamp outages.

Additional facilities, not provided for herein, that must be installed by the Company, at the customer's request, shall be and remain the property of the Company but shall be paid for by the customer on the basis of an estimate prepared by the Company.

The rates contained herein are for continuous use of the facilities and are not applicable to seasonal usage.

RULES AND REGULATIONS:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

SERVICES

HIGH PRESSURE SODIUM VAPOR STREET LIGHTING SERVICE – (SLS-SV)

AVAILABILITY:

Penn Power

Available only to present Customers for installations now being served prior to December 31, 2023. Available to municipalities and other governmental agencies for lighting public streets, highways, bridges, parking lots, parks, and similar public places. Company will furnish, install, operate, and maintain its standard HPS street light units consisting of lamps, luminaires, controls, brackets, and ballasts utilizing the Company's wood, metal or steel poles and overhead and underground distribution facilities that exist along public thoroughfares. Exceptions are as noted under Special Terms and Conditions. Lighting units will operate from sunset until sunrise, each night of the year, approximately 4,070 hours of annual operation.

GENERAL MONTHLY CHARGES:

Distribution Charge

Rating in Watts	Nominal Lumens	Average Monthly kWh	Distribution
70	5,800	32	$9.87
100	9,500	46	$8.59
150	16,000	66	$8.72
250	27,500	98	$10.19
400	50,000	156	$10.49

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

ADDITIONAL FACILITIES:

When the customer requests service that requires additional facilities, such as wood, metal or ornamental poles not presently considered a part of the Company's existing overhead or underground distribution system, the customer shall bear these additional costs. The customer shall also bear the cost of rearranging or extending the existing facilities necessary to serve additional lights or to obtain the required mounting height. All necessary street lighting facilities are supplied, installed, owned, operated, and maintained by the Company and are connected to the Company's available general distribution system. The equipment installed under the above rate is of the type currently being furnished by the Company at

SERVICES, SLS-SV (continued)

the time service is contracted. The Company will install the street lights as requested upon payment by the customer of the aforementioned excess costs. The customer may elect to pay monthly minimum charges for a period not to exceed 60 months based on the estimated construction cost of such additional facilities.

REPLACEMENTS:

If the customer requests the Company to remove the present street light system to install high pressure sodium vapor lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system. If the customer terminates his present street lighting service within twelve months of requesting service under this schedule, the above condition of service remains in effect. However, in the case where the lights have been in place longer than ten years, and the customer replaces a portion of the existing mercury vapor system with sodium vapor and further requests that the removed mercury vapor lights replace a portion of the existing incandescent lights, the Company will assume these costs provided that there is remaining value in the mercury vapor lights, i.e., not fully depreciated. If the customer chooses, or is unable, to replace existing incandescent lights with the replaced mercury vapor lights, the customer shall pay the remaining life value of the removed mercury vapor lights including poles and hardware.

If the customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system.

TERMS OF PAYMENT:

The net amount billed is due and payable within a period of thirty days. If the net amount is not paid on or before the date shown on the bill for payment of net amount, the bill shall bear interest at the rate of 2% per month of the unpaid net balance.

CONTRACT:

Electric service hereunder will be furnished in accordance with a written contract which by its terms shall be in full force and effect for a period of ten years and shall continue in force thereafter for five-year periods unless either party shall give to the other not less than 60 days' notice in writing prior to the expiration date of any of said five-year period that the contract shall be terminated at the expiration date of said five-year period. When a contract is terminated in the manner provided herein, the service will be discontinued.

RULES AND REGULATIONS:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

SERVICES

HIGH PRESSURE SODIUM VAPOR STREET LIGHTING SERVICE; DIVIDED OWNERSHIP (SLS-SVD)

AVAILABILITY:

Penn Power

Available only to present Customers for installations now being served prior to December 31, 2023. Available to municipalities and other governmental agencies for lighting public streets, highways, bridges, parking lots, parks, and similar public places. The Company will furnish energy and maintenance only to those HPS street light units that are listed in the Company's approved material standards. Maintenance shall include lamp replacement, photo-cell replacement, and scheduled cleaning. Lighting units will operate from sunset to sunrise, each night of the year, approximately 4,070 hours of annual operation.

GENERAL MONTHLY CHARGES:

Distribution Charge

Rating in Watts	Nominal Lumens	Average Monthly kWh	Distribution
70	5,800	32	$4.33
100	9,500	46	$4.31
150	16,000	66	$5.36
250	27,500	98	$5.86
400	50,000	156	$3.37

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

GENERAL CONDITIONS:

When the Customer requests service under this schedule, the Company will install the luminaire, lamp mast arm, photocell, and fuse as provided by the governmental agency with payment for material and estimated installation costs in advance of construction. The Company will connect the street lights to the circuit and provide maintenance as noted above. The governmental agency shall be responsible for all costs associated with the vandalism of the fixture and repair, removal or replacement of luminaires. These costs shall be billed to the governmental agency at actual costs.

SERVICES, SLS-SVD (continued)

ADDITIONAL FACILITIES:

When the Customer requests service that requires additional facilities, such as wood, metal or ornamental poles not presently considered a part of the Company's existing overhead or underground distribution system, the Customer shall bear these additional costs. The Customer shall also bear the cost of rearranging or extending the existing facilities necessary to serve additional lights or to obtain the required mounting height. All necessary street lighting facilities are provided by the customer for installation by the Company with payment in advance of construction. The Customer shall be responsible for the expense of maintaining the street light equipment except for maintenance to be provided by the Company as noted above.

REPLACEMENTS:

If the Customer requests the Company to remove the present street light system to install high pressure sodium vapor lights and if the present system is less than twenty years old, the Customer shall pay the removal cost plus the remaining value of the system. If the Customer terminates his present street lighting service within twelve months of requesting service under this schedule, the above condition of service remains in effect. However, in the case where the lights have been in place longer than ten years, and the customer replaces a portion of the existing mercury vapor system with sodium vapor and further requests that the removed mercury vapor lights replace a portion of the existing incandescent lights, the Company will assume these costs provided that there is remaining value in the mercury vapor lights, i.e., not fully depreciated. If the Customer chooses, or is unable, to replace existing incandescent lights with the replaced mercury vapor lights, the Customer shall pay the remaining life value of the removed mercury vapor lights including poles and hardware.

If the Customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the Customer shall pay the removal cost plus the remaining value of the system.

TERMS OF PAYMENT:

The net amount billed is due and payable within a period of thirty days. If the net amount is not paid on or before the date shown on the bill for payment of net amount, the bill shall bear interest at the rate of 2% per month of the unpaid net balance.

SERVICES, SLS-SVD (continued)

CONTRACT:

Electric service hereunder will be furnished in accordance with a written contract which by its terms shall be in full force and effect for a period of ten years and shall continue in force thereafter for five-year periods unless either party shall give to the other not less than 60 days' notice in writing prior to the expiration date of any of said five-year period that the contract shall be terminated at the expiration date of said five-year period. When a contract is terminated in the manner provided herein, the service will be discontinued.

RULES AND REGULATIONS:

The Company's Standard Rules and Regulations shall apply to the installation and use of electric service.

SERVICES

SCHEDULE 51
STREET LIGHTING SERVICE

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Rate District	West Penn		
Lumen	Watts	kWh	Monthly Rate
8,150	175	74	$10.17
11,500	250	103	$14.07
21,500	400	162	$17.29
60,000	1,000	386	$26.81

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

GENERAL:

Compensating for Transmission and Distribution Losses.

Multiplying Customer's calculated on peak lighting energy by 1.09333 and calculated offpeak lighting energy by 1.04808 produces the generation energy that must be delivered to the system within the West Penn Rate District.

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

SERVICES, SCHEDULE 51 (continued)

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.

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.

SERVICES, SCHEDULE 51 (continued)

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.

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.

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.

SERVICES, SCHEDULE 51 (continued)

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.

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.

SERVICES, SCHEDULE 51 (continued)

CONTRACT:

Company standard form of Street Lighting Agreement shall be executed.

SERVICES

SCHEDULE 52
OUTDOOR LIGHTING SERVICE

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Rate District	West Penn		
Lamp Type	High Pressure Sodium Vapor		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$11.72

Rate District	West Penn		
Lamp Type	Mercury Vapor		
Lumen	Watts	kWh	Monthly Rate
4,000	100	45	$8.75
8,150	175	74	$9.86
21,500	400	162	$16.04

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

SERVICES

SCHEDULE 53
STREET AND AREA LIGHTING

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

OVERHEAD SERVICE

Rate District	West Penn		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$13.12
22,000	200	86	$17.47
*50,000	400	167	$25.27

*Also available for floodlighting application.

UNDERGROUND SERVICE

Low Mount

Rate District	West Penn		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$22.83

High Mount

Rate District	West Penn			
Lumen	Watts	kWh	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
9,500	100	51	$44.79	$21.46
22,000	200	86	$44.44	$22.88
50,000	400	167	$48.23	$26.66

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

SERVICES, SCHEDULE 53 (continued)

DEFAULT SERVICE CHARGES:

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

GENERAL:

Compensating for Transmission and Distribution Losses.

Multiplying Customer's 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 system within the West Penn Rate District.

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.

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).

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.

SERVICES, SCHEDULE 53 (continued)

CONDITIONS:

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

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 practical 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.

If the customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system.

SERVICES, 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.

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.

SERVICES, SCHEDULE 53 (continued)

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.

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.

SERVICES

SCHEDULE 54
STREET LIGHTING SERVICE

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Rate District	West Penn		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$12.39
22,000	200	86	$16.78
50,000	400	167	$24.56

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

GENERAL:

Compensating for Transmission and Distribution Losses.

Multiplying Customer's 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 system within the West Penn Rate District.

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

SERVICES, SCHEDULE 54 (continued)

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.

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.

If the Customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system.

SERVICES, SCHEDULE 54 (continued)

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. 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.

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.

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.

SERVICES, SCHEDULE 54 (continued)

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 deenergized system or component part thereof. Such removal shall be at Customer's expense.

CONTRACT:

Company standard form of Street Lighting Agreement shall be executed.

SERVICES

SCHEDULE 55
AREA LIGHTING SERVICE – UNDERGROUND DISTRIBUTION

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Rate District	West Penn		
Lamp Type	Sodium Vapor Low Mount		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$22.12

Rate District	West Penn		
Lamp Type	Sodium Vapor High Mount – Single Luminaire per pole		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$40.75
22,000	200	86	$43.69

Rate District	West Penn		
Lamp Type	Sodium Vapor High Mount – Each additional Luminaire per pole		
Lumen	Watts	kWh	Monthly Rate
22,000	200	86	$22.07

Rate District	West Penn		
Lamp Type	Mercury Vapor		
Lumen	Watts	kWh	Monthly Rate
8,150	175	74	$18.97

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

SERVICES, SCHEDULE 55 (continued)

GENERAL:

Compensating for Transmission and Distribution Losses.

Multiplying Customer's 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 system within the West Penn Rate District.

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

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.

SERVICES, 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.

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.

SERVICES, SCHEDULE 55 (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.

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.

SERVICES

SCHEDULE 56
STREET LIGHTING SERVICE - CUSTOMER-OWNED EQUIPMENT

AVAILABILITY:

West Penn

Available only to present Customers for installations now being served prior to June 6, 1997 for high-pressure sodium 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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

Rate District	West Penn			
Lumen	Watts	kWh	Installed on Customer-Owned Pole	Installed on Company's Distribution system
9,500	100	51	$5.05	$6.71
22,000	200	86	$8.36	$10.85
50,000	400	167	$13.63	$16.53

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

GENERAL:

Compensating for Transmission and Distribution Losses.

Multiplying Customer's 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 system within the West Penn Rate District.

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

SERVICES, SCHEDULE 56 (continued)

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 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.

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.

SERVICES, SCHEDULE 56 (continued)

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.

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.

SERVICES, 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.

If the customer requests the Company to remove the present high pressure sodium vapor street light system to install LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system.

CONTRACT:

Company standard form of street lighting energy and maintenance agreement shall be executed.

SERVICES

SCHEDULE 57
OUTDOOR LIGHTING
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE

AVAILABILITY:

West Penn

Available for existing outdoor lighting installed before December 31, 2023 and for existing mercury vapor installations installed prior to February 13, 2009. 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.

GENERAL MONTHLY CHARGES:

Distribution Charge by Nominal Lamp Size:

OVERHEAD SERVICE

Rate District	West Penn			
Lamp Type	High Pressure Sodium – Vertical Open Lens Luminaire (“OL”)			
Lumen	Watts	kWh	Installed on New Wood Pole	Installed on Existing Pole
9,500	100	51	$21.41	$11.92

Rate District	West Penn		
Lamp Type	Mercury Vapor - Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
8,150	175	74	$9.68

Rate District	West Penn		
Lamp Type	High Pressure Sodium - Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$11.72
22,000	200	86	$15.65
50,000	400	167	$22.61

Rate District	West Penn		
Lamp Type	Metal Halide - Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
8,500	100	51	$16.70
11,600	175	74	$16.70
36,000	400	157	$24.38
90,000	1000	379	$35.24

SERVICES, SCHEDULE 57 (continued)

Rate District	West Penn		
Lamp Type	High Pressure Sodium Floodlight		
Lumen	Watts	kWh	Monthly Rate
22,000	200	86	$17.72
50,000	400	167	$24.56

Rate District	West Penn		
Lamp Type	Metal Halide Floodlight		
Lumen	Watts	kWh	Monthly Rate
36,000	400	157	$24.79
90,000	1000	379	$35.24

UNDERGROUND SERVICE

Rate District	West Penn		
Lamp Type	High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$20.45

Rate District	West Penn		
Lamp Type	Metal Halide - Colonial Post Top Luminaire 14' Mounting Height		
Lumen	Watts	kWh	Monthly Rate
11,600	175	74	$25.08

Rate District	West Penn			
Lamp Type	High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height[1]			
Lumen	Watts	kWh	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
9,500	100	51	$38.15	$14.18
22,000	200	86	$39.95	$18.88
50,000	400	167	$42.62	$27.30

[1] Mounted on a 30’ direct burial pole.

Rate District	West Penn		
Lamp Type	Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height		
Lumen	Watts	kWh	Monthly Rate
36,000	400	157	$51.57

Rate District	West Penn				
Lamp Type	High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height				
Lumen	Watts	kWh	Single Luminaire Per Pole, with base[2]	Single Luminaire Per Pole, no base	Each Additional Luminaire Per Pole
9,500	100	51	$60.48	$44.79	$21.46
22,000	200	86	$54.05	$41.64	$24.64
50,000	400	167	$56.14	$52.09	$28.81

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

SERVICES, SCHEDULE 57 (continued)

Rate District	West Penn			
Lamp Type	Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height			
Lumen	Watts	kWh	Single Luminaire Per Pole, no base	Each Additional Luminaire Per Pole
36,000	400	157	$53.56	$31.68

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

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.

SERVICES, SCHEDULE 57 (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.

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.

SERVICES, SCHEDULE 57 (continued)

COMPENSATING FOR TRANSMISSION AND DISTRIBUTION LOSSES:

Multiplying Customer's 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 system within the West Penn Rate District.

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, 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.

SERVICES, 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.

If the customer requests the Company to remove the present high pressure sodium vapor (C) street light system to install LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost the remaining value of the system.

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.

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.

SERVICES, SCHEDULE 57 (continued)

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.

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.

SERVICES, SCHEDULE 57 (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.

SERVICES

SCHEDULE 58
OUTDOOR LIGHTING MAINTENANCE AND UNMETERED SERVICE

AVAILABILITY:

West Penn

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

GENERAL MONTHLY CHARGES:

Distribution Charge

Installed On Customer Owned Pole:

Rate District	West Penn		
Lamp Type	High Pressure Sodium Vapor		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$4.52
22,000	200	86	$7.77
50,000	400	167	$12.67

Rate District	West Penn		
Lamp Type	Mercury Vapor		
Lumen	Watts	kWh	Monthly Rate
21,500	400	162	$9.01

Rate District	West Penn		
Lamp Type	Metal Halide		
Lumen	Watts	kWh	Monthly Rate
15,000	250	103	$8.08
36,000	400	157	$8.60
90,000	1,000	379	$15.79

SERVICES, SCHEDULE 58 (continued)

Installed on Company's Distribution System:

Rate District	West Penn		
Lamp Type	High Pressure Sodium Vapor		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$6.24
22,000	200	86	$9.33
50,000	400	167	$14.23

Rate District	West Penn		
Lamp Type	Metal Halide		
Lumen	Watts	kWh	Monthly Rate
11,600	175	74	$8.60
15,000	250	103	$9.58
36,000	400	157	$10.16
90,000	1,000	379	$17.33

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

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

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. 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.

SERVICES, SCHEDULE 58 (continued)

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.

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.

SERVICES, SCHEDULE 58 (continued)

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.

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.

COMPENSATING FOR TRANSMISSION AND DISTRIBUTION LOSSES:

Multiplying Customer’s 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.

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.

SERVICES, SCHEDULE 58 (continued)

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.

SERVICES

SCHEDULE 59
OUTDOOR LIGHTING EQUIPMENT AND MAINTENANCE SERVICE

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge

OVERHEAD SERVICE Installation on Existing Pole:

Rate District	West Penn		
Lamp Type	Mercury Vapor – Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
8,150	175	74	$10.35

Rate District	West Penn		
Lamp Type	High Pressure Sodium – Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$11.41
22,000	200	86	$14.89
50,000	400	167	$17.64

Rate District	West Penn		
Lamp Type	Metal Halide - Horizontal Luminaire (Cobra Head)		
Lumen	Watts	kWh	Monthly Rate
36,000	400	157	$16.98

Rate District	West Penn		
Lamp Type	High Pressure Sodium Floodlight		
Lumen	Watts	kWh	Monthly Rate
22,000	200	86	$15.55
50,000	400	167	$17.83

Rate District	West Penn		
Lamp Type	Metal Halide Floodlight		
Lumen	Watts	kWh	Monthly Rate
36,000	400	157	$16.99
90,000	1,000	379	$26.69

SERVICES, SCHEDULE 59 (continued)

UNDERGROUND SERVICE

Rate District	West Penn		
Lamp Type	High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$20.70

Rate District	West Penn		
Lamp Type	Metal Halide - Colonial Post Top Luminaire 14' Mounting Height		
Lumen	Watts	kWh	Monthly Rate
11,600	175	74	$23.87

Rate District	West Penn		
Lamp Type	Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height, Single Luminaire Per Pole		
Lumen	Watts	kWh	Monthly Rate
90,000	1,000	379	$50.57

Rate District	West Penn		
Lamp Type	High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height, Single Luminaire Per Pole, no base		
Lumen	Watts	kWh	Monthly Rate
9,500	100	51	$42.74

Rate District	West Penn		
Lamp Type	Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height, Single Luminaire Per Pole, no base		
Lumen	Watts	kWh	Monthly Rate
36,000	400	157	$40.02

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

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

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 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.

SERVICES, SCHEDULE 59 (continued)

CONDITIONS:

STANDARD SYSTEM

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.

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.

SERVICES, SCHEDULE 59 (continued)

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.

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.

SERVICES, SCHEDULE 59 (continued)

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.

If the customer requests the Company to remove the present high pressure sodium vapor street light system to in LED lights and if the present system is less than twenty years old, the customer shall pay the removal cost plus the remaining value of the system.

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.

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.

SERVICES, 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.

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.

SERVICES, SCHEDULE 59 (continued)

CONTRACT:

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

SERVICES

SCHEDULE 71
MERCURY VAPOR STREET AND HIGHWAY LIGHTING SERVICE

AVAILABILITY:

West Penn

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.

GENERAL MONTHLY CHARGES:

Distribution Charge

Underground Supply Metal Pole:

Low Mounting

Rate District	West Penn		
Lumen	Watts	kWh	Monthly Rate
4,000	100	45	$13.79
8,150	175	74	$16.56

All lamps are lighted from dusk to dawn every night or for approximately 4,200 hours per annum.

RIDERS:

The Riders included in this Tariff that apply to this Rate are listed in the Rider Matrix on Page 173.

DEFAULT SERVICE CHARGES:

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

SERVICES, SCHEDULE 71 (continued)

COMPENSATING FOR TRANSMISSION AND DISTRIBUTION LOSSES:

Multiplying Customer's calculated on peak lighting energy by 1.09333 and calculated offpeak lighting energy by 1.04808 produces the generation energy that must be delivered to the system within the West Penn Rate District.

TERM:

Ten years initially, renewable annually thereafter.

CONDITIONS:

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.

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.

RIDER MATRIX

Rate District	Rates and Services	STAS	TCJA	USC	EE&C-C	SMT	DSS	SPRVC	DSIC
ME	RS, GS-V	X	X	X	X	X	X	X	X
ME	GS-S, GS-M, GS-L, GP, MS	X	X		X	X	X	X	X
ME	TP	X	X		X	X	X	X	
ME	BL	X	X				X	X	X
ME	SL, O-SL, LED-SL, OALS	X	X		X		X	X	X
PN	RS, GS-V	X	X	X	X	X	X	X	X
PN	GS-S, GS-M, GS-L, GP, TP, H	X	X		X	X	X	X	X
PN	BL	X	X				X	X	X
PN	HPS-SL, M-SL, LED-SL, OALS	X	X		X		X	X	X
PP	RS, GS-V	X	X	X	X	X	X	X	X
PP	GS-S, GS-M, GS-L, GP, TP, PNP	X	X		X	X	X	X	X
PP	PLS, SV, SVD, LED	X	X		X		X	X	X
WP	RS, GS-V	X	X	X	X	X	X		X
WP	GS-S, GS-M, GS-L, GP, TP	X	X		X	X	X		X
WP	44, 46	X	X		X	X	X		
WP	51, 52, 53, 54, 55, 56, 57, 58, 71, LED-SL	X	X		X		X		X
WP	59	X							
PSU	GP	X	X		X	X	X		

Rider Titles

STAS State Tax Adjustment Surcharge Rider
TCJA Tax Cuts and Jobs Act Voluntary Surcharge Rider
USC Universal Service Cost Rider
EE&C-C Energy Efficiency and Conservation Charge Rider
SMT Smart Meter Technologies Charge Rider
DSS Default Service Support Rider
SPVRC Solar Photovoltaic Requirements Charge Rider
DSIC Distribution System Improvement Charge

STATE TAX ADJUSTMENT SURCHARGE RIDER

After the addition of the charges provided in other applicable Riders, a State Tax Adjustment Surcharge ("STAS") as outlined below shall be applied effective for service rendered on and after May 3, 2015 in addition to all other billings calculated under the provisions of this Tariff.

Rate District	Met-Ed	Penelec	Penn Power	West Penn	PSU
Surcharge	x.xx%	x.xx%	x.xx%	x.xx%	x.xx%

The State 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 Companies experience 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 Companies will, or if the recomputed surcharge is more than the one in effect the Companies 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.

TAX CUTS AND JOBS ACT VOLUNTARY SURCHARGE RIDER

To implement the effects of the Tax Cuts and Jobs Act ("TCJA"), on March 15, 2018 the Pennsylvania Public Utility Commission ("Commission") issued a Temporary Rates Order at Docket No. M-2018-2641242 directing the Companies to file its current base rates and riders as temporary rates, pursuant to Section 1310(d) of the Public Utility Code 66 Pa. C.S. § 1310(d). Subsequently, on May 17, 2018, the Commission entered an Order superseding the March 15, 2018 Temporary Rates Order directing the utility to establish rates as follows:

Rate District	Met-Ed	Penelec	Penn Power	West Penn	PSU
Surcharge	-XX.XX%	-XX.XX%	-XX.XX%	-XX.XX%	-XX.XX%

A negative surcharge will apply as a credit for intrastate service to all customer bills rendered on and after Month xx, 20xx. This negative surcharge will apply equally to all customers in the Residential Customer Class, the Commercial Customer Class and the Industrial Customer Class, exclusive of STAS and all automatic adjustment clause rider revenues.

The negative surcharge will be reconciled at the end of each calendar year and will remain in place until the Company files and the Commission approves new base rates for the Company pursuant to Section 1308(d) that include the effects of the TCJA tax rate changes.

The Tax Cuts and Jobs Act Voluntary Surcharge ("TCJAVSC") shall be calculated in accordance with the formula set forth below:

$$\text{TCJAVSC} = \frac{(\text{TS} - \text{E})}{\text{Distribution Revenues}}$$

Where:

TS = The estimated current tax savings for the Companies, resulting from all changes in corporate taxes resulting from the TCJA compared to taxes that would have been accrued absent TCJA, based on the Company's most current budget for the Computational Period. Calculated consistent with Appendix A, attached to the Commission's Order at Docket No. R- 2018-3000597.

E = The over or under-refunding of the TCJAVSC that result from the billing of the TCJVSC during the Reconciliation Period, with interest. The reconciliation report showing the actual amounts of over refund / (under refund) shall be filed with the Commission 120 days after the end of the Reconciliation Year and included in the following calendar year's TCJAVSC (an over refund is denoted by a positive E and an under refund is denoted by a negative E). Interest shall be computed monthly for the over or under refund at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§101, et seq.).

TAX CUTS AND JOBS ACT VOLUNTARY SURCHARGE RIDER (continued)

Distribution Revenues = All billed Customer Charge, distribution kWh energy charge, distribution kW demand charge, distribution kVA charge, distribution kW voltage discount, kW transformer charge, and monthly per unit charge for lighting rate schedules that are applicable and billed to Customers.

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. TCJAVSC Initial Computational Period – the 6-month period from July 1, 2018 through December 31, 2018.

2. TCJAVSC Initial Reconciliation Period – the 6-month period from July 1, 2018 through December 31, 2018.

3. TCJAVSC Computational Period – The 12-month period from January 1 through December 31 of each year following the Initial Computational Period.

4. TCJAVSC Reconciliation Period – The 12-month period from January 1 to December 31.

The TCJAVSC shall be filed with the Commission by December 1 of each year. The TCJAVSC shall become effective the following January 1, unless otherwise ordered by the Commission, and shall remain in effect for a period of one year. Upon determination that the negative surcharge, if left unchanged, would result in a material over or under collection, the Company may file with the Commission, on at least 10 days' notice, for an interim revision of the TCJA Voluntary Surcharge.

This TCJA Voluntary Surcharge will expire on a bills-rendered basis when new Commission approved base rates will be implemented, on a service rendered basis.

If there is a change in the federal tax law that impacts the Company's tax position before the application of new base rates, a modification to this Rider shall be completed.

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

UNIVERSAL SERVICE COST RIDER

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 service rendered Month X, XXXX through Month XX, XXXX the USC shall be equal to the charge below for all kWh. The USC shall be included in the distribution charges of the monthly bill.

Rate Zone	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

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 Companies 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.

UNIVERSAL SERVICE COST RIDER (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.

In the event that the average annual CAP participation in the preceding USC Reconciliation Year exceeded ME: 16,700 participants, PN: 23,200 participants, PP: 5,000 participants and WP: 23,300 participants, actual costs recovered through the USC Rider shall reflect CAP Credits and actual Pre-Program Arrearage Forgiveness Credits for all customers up to the ME: 16,700, PN: 23,200, PP: 5,000 and WP: 23,300 participation levels. The Company shall offset the average annual CAP Credits and Pre-Program Arrearage Forgiveness Credits by ME: 15%, PN: 14.7%, PP: 14.3% and WP: 13.5% per participant for the preceding USC Reconciliation Year for any and all CAP customers exceeding the ME: 16,700, PN: 23,200, PP: 5,000 and WP: 23,300 participation levels.

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.

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 44, 46, RS, GS-V, GS-Small, GS-Medium, GS-Large, GP(exclude PSU Rate District), TP, MS and H 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 RS) or not larger than 3,000 kilowatts at other customer service locations (44, 46, GS-V, GS-Small, GS-Medium, GS-Large, GP, TP, MS and H), 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, Partial Service, Cogeneration & Small Power Production Qualifying Facility Service, the Hourly Pricing Default Service Rider, any Lighting Rate Services or any Customers utilizing Station Power Energy Netting.

NET METERING RIDER (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 44, 46, RS, GS-V, GS-Small, GS-Medium, GS-Large, GP, TP, MS and H.

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 take 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.

NET METERING RIDER (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 44, 46, RS, GS-V, GS-Small, GS-Medium, GS-Large, GP, TP, MS and H.

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.

NET METERING RIDER (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 44, 46, GS-V, GS-Small, GS-Medium, GS-Large, GP, TP, MS and H, 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.

NET METERING RIDER (continued)

MINIMUM CHARGE:

The Minimum Charges under Rate Schedule 44, 46, RS, GS-V, GS-Small, GS-Medium, GS-Large, GP, TP, MS and H 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.

EMERGENCY ENERGY CONSERVATION RIDER

PURPOSE:

This Rider is applicable to Customers in conjunction with Tariff Rule 18, relating to Load Control. It provides for deviation from and modifications to the charges and practices otherwise applicable to certain Customers as a result of compliance with or non-compliance with emergency energy conservation levels ordered under conditions resulting from actual or potential shortage of fuel for electric generation.

APPLICABILITY:

Met-Ed and Penelec

Applicable to individual electric Customer accounts served under Rate Schedules GP, and TP with measured demand of 2,000 kW or higher, in a recent twelve (12) month period prior to the order for emergency energy conservation. Customers designated by the provisions of Tariff Rule 19 and by the Pennsylvania Public Utility Commission will be exempt from the Provisions of this Rider.

PROVISIONS:

Base period energy use - The base energy use for a weekly period shall be determined by the Company for each applicable electric Customer account based upon a consideration of the Customer's actual past or current electric consumption and the Customer's existing operations.

Energy use level target - The energy use level target for each applicable Customer shall be that percentage of base period energy use ordered pursuant to the emergency energy conservation procedures provided by Tariff Rule 19 or other percentage as result of the order of appropriate governmental authority.

Current energy use - Current period use will be monitored on a weekly basis commencing no later than seventy-two (72) hours after the emergency is declared.

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

EMERGENCY ENERGY CONSERVATION RIDER (continued)

Non-compliance - When the energy consumption in any weekly period during the period of emergency energy conservation condition exceeds the energy use target level, the Customer will be deemed in non-compliance.

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

BILLING:

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

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

ENERGY EFFICIENCY AND CONSERVATION CHARGE RIDER

An Energy Efficiency and Conservation ("EEC") Charge ("Phase IV EE&C-C") shall be applied to each Billing Unit during a billing month to Customers served under this Tariff, with the exception of those served under Borderline Service rates.

Residential, 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 IV EE&C-C rates shall be calculated separately for each Customer Class according to the provisions of this rider.

For service rendered Month xx, xxxx through Month xx, xxxx, the Phase IV EE&C-C rates billed by Customer Class are as follows:

Met-Ed				
Customer Class	Residential	Commercial	Street Lighting	Industrial
Rate Schedule	RS	GS-V, GS-S, GS-M, MS, Outdoor Area Lighting Service	Street Lighting Service (SLS), Ornamental SLS, LED SLS	GS-L, GP, TP
Charge	x.xxx cents per kWh	x.xxx cents per kWh	x.xxx cents per kWh	$(x.xx) per kW PLC

Penelec				
Customer Class	Residential	Commercial	Street Lighting	Industrial
Rate Schedule	RS	GS-V, GS-S, GS-M, H, Outdoor Area Lighting Service	HPS SLS, Municipal SLS, LED SLS	GS-L, GP, TP
Charge	x.xxx cents per kWh	x.xxx cents per kWh	x.xxx cents per kWh	$x.xx per kW PLC

Penn Power				
Customer Class	Residential	Commercial	Street Lighting	Industrial
Rate Schedule	RS	GS, GS-GSDS, GM, PLS, GS-V, PNP	SV, SVD, LED	GS-L, GP, TP
Charge	x.xxx cents per kWh	x.xxx cents per kWh	(x.xxx) cents per kWh	$x.xx per kW PLC

West Penn				
Customer Class	Residential	Commercial	Street Lighting	Industrial
Rate Schedule	RS	GS-V, GS-S, GS-M	51:58, 71, 72	GS-L, GP, TP, 44, 46
Charge	x.xxx cents per kWh	x.xxx cents per kWh	x.xxx cents per kWh	$x.xx per kW PLC

PSU	
Customer Class	Industrial
Rate Schedule	GP
Charge	$x.xx per kW PLC

ENERGY EFFICIENCY AND CONSERVATION CHARGE RIDER (continued)

The Phase IV EE&C-C rates by Customer Class shall be calculated in accordance with the formula set forth below:

$$EE\&C\text{-}C = \{[EEC_C - (E + PJM) - E^2] / S\} \times [1 / (1 - T)]$$

$$EEC_C = EEC_{Exp1} + EEC_{Exp2} + EEC_{Exp3}$$

Where:

EE&C-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 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 IV EE&C Programs as approved by the Commission for the Phase IV EE&C-C Computational Period by Customer Class. The direct costs associated with specific programs are charged to the specific programs. EEC_{Exp1} costs also include an allocated portion of any indirect costs incurred associated with all the Company's Phase IV EE&C programs for the Phase IV EE&C-C Computational Period. Such indirect cost shall be allocated to each customer class based on the ratio of class-specific approved budgeted administrative program costs to total plan-specific approved budgeted administrative program costs.

EEC_{Exp2} = Incremental administrative start-up costs incurred by the Company through May 31, 2021 in connection with the development of the Company's Phase IV EE&C Programs in response to the Commission's order and guidance at Docket No. M-2020-3015228. These costs to design, create, and obtain Commission approval for the Company's Phase IV 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 IV EE&C Programs in compliance with Commission directives. The direct incremental administrative start-up costs associated with specific programs are charged to the specific programs. EEC_{Exp2} costs also include an allocated portion of any indirect incremental administrative start-up costs. Such indirect costs shall be allocated to each customer class based on the ratio of class-specific approved budget budgeted administrative program costs to total plan-specific approved budgeted administrative program cost.

ENERGY EFFICIENCY AND CONSERVATION CHARGE RIDER (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 IV EE&C Program 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.

E = The cumulative over or under-collection of Phase IV EE&C costs by Customer Class that results from the billing of the Phase IV EE&C-C rates (an over-collection is denoted by a positive E and an under-collection by a negative E).

PJM = A credit for any PJM Forward Capacity Market (FCM) revenues (net of costs associated with auction participation and including replacement capacity charges, capacity deficiency charges and any unavoidable PJM charges). The credit will be assigned to the specific customer class associated with the kW values of the EE&C programs and measures that cleared in the PJM FCM for each delivery period.

E^2 = Phase III EE&C final reconciliation over or under-collection of EEC costs by Customer Class that results from the billing of the Phase III EE&C-C rates through March 31, 2021 (an over- collection is denoted by a positive E and an under-collection by a negative E), and any expenses to finalize any measures installed and commercially operable on or before May 31, 2021; expenses to finalize any contracts; other Phase III administrative obligations; and any remaining Phase III EE&C revenues after March 31, 2021.

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:

1. Phase IV EE&C-C Computational Period – The 12-month period from June 1 through May 31.

2. Phase IV EE&C-C Initial Reconciliation Period – June 1, 2021 through March 31, 2022 for the initial period of the rider.

ENERGY EFFICIENCY AND CONSERVATION CHARGE RIDER (continued)

3. Phase IV 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.

4. 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.

5. Phase III EE&C – The energy efficiency plan that terminates on May 31, 2021. Revenues and EE&C Costs will continue to accrue past the termination date. A final reconciliation of the remaining balance will be included in the June 1, 2022 Phase IV EE&C-C rate calculation as a separate line item.

The Company will submit to the Commission by May 1 of each year starting May 1, 2022: (1) a reconciliation between actual Phase IV EE&C-C revenues and actual Phase IV EE&C-C costs for the Phase IV EE&C-C Reconciliation Period, except for the Phase IV EE&C- C Initial Reconciliation Period, as adjusted for removal of gross receipts tax; (2) any adjustment to the forecasted Phase IV EE&C-C revenues anticipated to be billed during April through May of that year, as adjusted for removal of gross receipts tax; (3) the Phase IV EE&C program cost estimate for the forthcoming Phase IV EE&C-C Computational Period by Customer Class; and (4) Phase III EE&C final reconciliation over or under-collection of EEC costs by Customer Class that results from the billing of the Phase III EE&C-C rates and remaining Phase III EEC costs. There shall also be a final reconciliation of amounts to be collected or refunded after May 31, 2026.

Upon determination that the Phase IV 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 IV EE&C-C rates to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

The Company shall file an annual report of collections under this rider by April 30th of each year starting April 30, 2022 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 IV EE&C-C rates shall be subject to annual review and audit by the Commission.

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, with the exception of those served under Borderline Service rates, all Customer class SMT-C charges will be determined to the nearest cent except for the West Penn Residential customer class which will be to the nearest one-thousandth of a cent per kWh. 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 on or after month xx, xxx the SMT-C rates billed by Customer Class are as follows:

Met-Ed			
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-M, MS	GS-L, GP, TP
Charge	$(x.xx) per month	$(x.xx) per month	$(x.xx) per month

Penelec			
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-M, H	GS-L, GP, TP
Charge	$(x.xx) per month	$(x.xx) per month	$(x.xx) per month

Penn Power			
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-S (GSDS), GS-M, PNP	GS-L, GP, TP
Charge	$(x.xx) per month	$(x.xx) per month	$(x.xx) per month

West Penn			
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-M	GS-L, GP, TP, 44, 46
Charge	$(x.xxxx) per kWh	$(x.xx) per month	$xx.xx per month

PSU	
Customer Class	Industrial
Rate Schedule	GP
Charge	$xx.xx per month

SMART METER TECHNOLOGIES CHARGE RIDER (continued)

The SMT-C rates by Customer Class shall be calculated in accordance with the formulas set forth below:

Met-Ed, Penelec, & Penn Power: $SMT\text{-}C = [((SMT_C - E) / ACCC) / 12] \times [1 / (1 - T)]$

West Penn: $SMT\text{-}C = [((SMTC - E) / CCBD) / 12] \times [1 / (1 - T)]$

$$SMT_C = SMT_{Exp1} + SMT_{Exp2}$$

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 Companies' current meter and meter reading costs.

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.

SMART METER TECHNOLOGIES CHARGE RIDER (continued)

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.

ACCC = The Company's projected Average Customer Class Count for the specific Customer Class for the SMT-C Computational Year.

CCBD = The Company's projected Customer Class Billing Determinants for the specific Customer Class for the SMT-C Computational Year. Billing determinants shall be kWh for the Residential Customer Class and average customer class count for the Commercial and Industrial Customer Classes.

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.

SMART METER TECHNOLOGIES CHARGE RIDER (continued)

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.

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.

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 the Company 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 Month xx, 20xx through Month xx, 20xx the $PTC_{Default}$ rates billed by Customer Class are as follows:

Met-Ed		
Customer Class	Residential	Commercial
Rate Schedule	RS, GS-V	GS-S, GS-M (PTC), MS, Borderline Service, Street Lighting Service, LED Street Lighting Service, Ornamental Street Lighting and Outdoor Lighting Service
Charge	$X.XXXXX per kWh	$X.XXXXX per kWh

Penelec		
Customer Class	Residential	Commercial
Rate Schedule	RS, GS-V	GS-S, GS-M (PTC), H, Borderline Service, Street Lighting Service, Ornamental Street Lighting, LED Street Lighting Service and Outdoor Lighting Service
Charge	$X.XXXXX per kWh	$X.XXXXX per kWh

Penn Power		
Customer Class	Residential	Commercial
Rate Schedule	RS, GS-V	GS-S, GS-M (PTC), PNP, PLS, SV, SVD, SM and LED
Charge	$X.XXXXX per kWh	$X.XXXXX per kWh

West Penn		
Customer Class	Residential	Commercial
Rate Schedule	RS, GS-V	GS-S, GS-M (PTC), 51-58, 71 and 72
Charge	$X.XXXXX per kWh	$X.XXXXX per kWh

PRICE TO COMPARE DEFAULT SERVICE RATE RIDER (continued)

The $PTC_{Default}$ rates by Residential or Commercial Customer Class will be calculated semi-annually for the six-month period ending March 31st to be effective for the six-month period beginning June 1st and for the six-month period ending September 30th to be effective for the six-month period beginning December 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 Residential or Commercial 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 Residential or Commercial 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 any PJM charges related to the provision of Default Service.

$PTC\ Loss_{Current}$ = Distribution line losses for energy that are determined by the applicable Loss Factors specified below:

Rate District	Met-Ed		Penelec		Penn Power		West Penn	
Customer Class	Res	Com	Res	Com	Res	Com	Res	Com
Loss Factor	1.0515	1.0515	1.0573	1.0573	1.0661	1.0661	1.0910	1.0899

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.

PRICE TO COMPARE DEFAULT SERVICE RATE RIDER (continued)

PTC_{NITS} = When the Company purchases Network Integration Transmission Service from PJM on behalf of customers, a Network Integration Transmission Service Charge for Default Service, 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.

DS_{Exp1} = An allocated portion of the incremental start-up costs incurred by the Company through May 31, 2023 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the forty-eight (48) month period ending May 31, 2027, 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 Default Service Customers.
- Other start-up costs incurred to develop and implement the competitive bid process for the Default Service Supply Plan for Default Service including legal, customer notice, and consultant fees.
- The incremental administrative start-up costs incurred to implement the Time-of-Use Rider.

Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected and included in the determination of the monthly amortized amount.

(C) Change

PRICE TO COMPARE DEFAULT SERVICE RATE RIDER (continued)

DS_{Exp2} = The cumulative costs to provide Default Service incurred by the Company for the respective Customer Class for the six-month period ending two months prior to the effective date, including but not limited to the following:

- Payments made to winning bidders.
- Any PJM related charges including capacity, operating reserve, transmission-related costs other than Non-Market Based Services Transmission Charges identified in the Default Service Support Rider, and ancillary services associated with the acquisition of default service supply.
- All contingency plan implementation costs incurred during the supply period, including any PJM charges to implement the Company's contingency plans.
- An allocated portion of other costs incurred to develop and implement the competitive bid process for Default Service including legal, customer notice, and consultant fees.
- 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.
- Any cost incurred by the Company associated with any Commission-approved solar power purchase agreements and the administration of the Company's long-term solar procurement, including the costs associated with spot purchases to satisfy a fixed quantity of default service load. These costs will be recovered from the customers in the applicable procurement classes receiving an allocation of the solar energy and/or the SPAECs procured.

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, for the six-month period ending two months prior to the effective date billed under the respective Customer Class $PTC_{Default}$ rates.

DS_{Int} = The cumulative amount of carrying charges calculated on a monthly basis for the six-month period ending two months prior to the effective date by Customer Class. Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected.

DS_{Sales} = The Company's projected Default Service kWh sales to Retail Customers by Customer Class for the six-month billing period that the E rate component of the $PTC_{Default}$ rate will be in effect.

PRICE TO COMPARE DEFAULT SERVICE RATE RIDER (continued)

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 by the later of: (a) forty-five (45) days prior to the effective date of the rate changes or (b) seven (7) days after the last supply auction. 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.

HOURLY PRICING DEFAULT SERVICE RIDER

AVAILABILITY:

The charges billed under this rider are applicable to all Customers on Rate Schedules 44, 46, GS- M (HP), GS-Large, GP, TP or GS if such GS Customers also are under Special Rule GSDS who elect to take Default Service from the Company. These charges are also applicable to Customers on Rate Schedules GS-S, and GS-M (PTC) 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.

Rate Schedule GS-S, GS-M (PTC) 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:

Hourly Pricing Service Charges = $(HP_{\text{Energy Charge}} + HP_{\text{Cap-AEPS-Other Charge}} + HP_{\text{Administrative Charge}} + HP_{\text{Unc}} + HP_{\text{Reconciliation Charge}}) \times [1 / (1-T)]$

HP Energy Charge per kWh:

$$HP_{\text{Energy Charge}} = \sum_{t=1}^{n} (kWh_t \times (LMP_t + HP_{Oth}) \times HP_{\text{Loss Multiplier}})$$

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 Met-Ed, Penelec, ATSI (Penn Power), or APS (West Penn) Transmission Zone.

HP_{Oth} = $0.00400 per kWh for estimate of capacity, ancillary services, NITS, AEPS compliance and other supply components.

Met-Ed			
Rate Schedule	GS-S, GS-M, GS-L	GP	TP
$HP_{\text{Loss Multipliers}}$	1.0515	1.0171	1.0007

HOURLY PRICING DEFAULT SERVICE RIDER (continued)

Penelec			
Rate Schedule	GS-S, GS-M, GS-L	GP	TP
HP $_{\text{Loss Multipliers}}$	1.0573	1.0234	1.0035

Penn Power			
Rate Schedule	GS-S, GS-M, GS-L	GP	TP
HP $_{\text{Loss Multipliers}}$	1.0515	1.0171	1.0007

West Penn			
Rate Schedule	GS-S, GS-M	GS-L	GP, TP, 44, 46
HP $_{\text{Loss Multipliers}}$	1.0899	1.0678	1.0356

These HP $_{\text{Loss Multipliers}}$ exclude transmission losses.

HP Cap-AEPS-Other Charge:

This represents 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 $_{\text{Loss Multipliers}}$.

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$x.xxxxx per kWh	$x.xxxxx per kWh	$x.xxxxx per kWh	$x.xxxxx per kWh

HP Administrative Charge:

This represents the administrative costs incurred by the Company associated with providing Hourly Pricing Service.

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$ x.xxxxx per kWh	$ x.xxxxx per kWh	$ x.xxxxx per kWh	$ x.xxxxx per kWh

HP Uncollectibles Charge:

This represents the default service-related uncollectible accounts expense associated with Hourly Pricing Default Service. This charge is subject to annual adjustment on June 1 of each year.

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$ x.xxxxx per kWh	$ x.xxxxx per kWh	$ x.xxxxx per kWh	$ x.xxxxx per kWh

HOURLY PRICING DEFAULT SERVICE RIDER (continued)

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.

For service rendered Month xx, 20xx through Month xx, 20xx, the E_{HP} rate is as follows:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$x.xxxxx per kWh	$x.xxxxx per kWh	$x.xxxxx per kWh	$x.xxxxx per kWh

The E_{HP} rate will be calculated semi-annually for the six-month period ending March 31st to be effective for the six-month period beginning June 1st and for the six-month period ending September 30th to be effective for the six-month period beginning December 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 31st, 2023 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the forty-eight (48) month period ending May 31st, 2027 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 Default Service Customers
- Other start-up costs incurred to develop and implement the competitive bid process for the Default Service Supply Plan including legal, customer notice, and consultant fees

Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected and included in the determination of the monthly amortized amount.

HOURLY PRICING DEFAULT SERVICE RIDER (continued)

DS_{HPExp2} = The cumulative costs to provide Hourly Pricing Default Service incurred by the Company for the six-month period ending two months prior to the effective date, including but not limited to the following:

- Payments made to winning bidders
- Any PJM related charges other than Non-Market Based Services Transmission charges identified in the Default Service Support Rider associated with the procurement of Hourly Pricing Default Service
- 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 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, for the six-month period ending two months prior to the effective date 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 for the six-month period ending two months prior to the effective date. Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected.

$DS_{HPSales}$ = The Company's projected Hourly Pricing Default Service kWh sales to Retail Customers for the six-month billing period that the E_{HP} rate will be in effect.

HOURLY PRICING DEFAULT SERVICE RIDER (continued)

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 by the later of: (a) forty-five (45) days prior to the effective date of the rate changes or (b) seven (7) days after the last supply auction. 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.

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:

Rate District	Met-Ed			
Customer Class	Residential	Commercial		Industrial
Rate Schedule	RS, GS-V	GS-S	GS-M, MS, Outdoor Area Lighting Service, STLT, LED, BRD	GS-L, GP, TP
Charge	X.XXX Cents per kWh	X.XXX Cents per kWh	X.XXX Cents per kWh	$X.XXX Per kW NSPL

Rate District	Penelec		
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-M, H, BRD, LED, Street Lighting, Municipal Street Lighting, Outdoor Area Lighting Service	GS-L, GP, TP
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Rate District	Penn Power			
Customer Class	Residential	Commercial		Industrial
Rate Schedule	RS, GS-V	GS-S	PNP, GS-M, PLS, SV, SVD, SM, LED	GS-L, GP, TP, GS-S (GSDS)
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	$X.XXX per kW NSPL

Rate District	West Penn		
Customer Class	Residential	Commercial	Industrial
Rate Schedule	RS, GS-V	GS-S, GS-M, 51-58, 71, 72	GS-L, GP, TP, 44, 46
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Rate District	PSU
Customer Class	Industrial
Rate Schedule	GP
Charge	X.XXX cents per kWh

DEFAULT SERVICE SUPPORT RIDER (continued)

The DSS rates by rate schedule shall be calculated annually in accordance with the formula set forth below:

$$\text{DSS rate} = (UE + MPI + CEC + NMB + RE + CB) \times [1 / (1-T)]$$

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 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:

Customer Class	Residential			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$0.232 cents per kWh	$0.248 cents per kWh	$0.161 cents per kWh	$0.153 cents per kWh

Customer Class	Commercial			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	$0.017 cents per kWh	$0.011 cents per kWh	$0.008 cents per kWh	$0.010 cents per kWh

DEFAULT SERVICE SUPPORT RIDER (continued)

MTEP and MISO Exit Fees and PJM Integration Charges, Penn Power only:

$$MPI = \{[(MPI_{Exp1} + MPI_{Exp2}) - E] \times \text{Adjustment Factor}\} / S$$

Where:

MPI = The charge to be applied to each Delivery Service Customer served under this Tariff for the Midwest Independent System Operator ("MISO") Transmission Expansion Plan ("MTEP") charges and MISO and PJM charges associated with the transition from MISO to PJM approved by FERC.

MPI_{Exp1} = The Company's cost of the MTEP charges assessed on the Company pursuant to the Open Access Transmission Tariff ("OATT") of MISO.

MPI_{Exp2} = The Company's (i) charges assessed under MISO's OATT that are associated with the Company's exit from the MISO control area and (ii) charges assessed under the PJM OATT that are associated with the Company's integration into the PJM control area. All such MISO exit fees and PJM integration fees charges approved by FERC shall not exceed $3.5 million, excluding carrying charges. The Company shall recover these charges plus applicable carrying charges over a minimum five year period.

E = The over or under collection of MTEPs and MISO exit fees and PJM integration charges that result from the billing of the MPI portion of the DSS during the DSS 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 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 Delivery Service Customers.

S = The Company's total DSS Sales to Delivery Service Customers projected for the DSS Computational Year.

The MPI Adjustment Factors and charges, by Customer Class, to be included in DSS rates are as follows:

Rate District	Penn Power		
Customer Class	Residential	Commercial	Industrial
Adjustment Factor	.4126	.3101	.2773
Charge	0.00000 cents per kWh	0.00000 cents per kWh	$0.000 per kW NSPL

DEFAULT SERVICE SUPPORT RIDER (continued)

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.

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 for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month. The over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected.

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:

Customer Class	Residential			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	0.000 cents per kWh	0.000 cents per kWh	0.000cents per kWh	0.000cents per kWh

Customer Class	Commercial			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	0.000cents per kWh	0.000 cents per kWh	0.000cents per kWh	0.000cents per kWh

Customer Class	Industrial				
Rate District	Met-Ed	Penelec	Penn Power	West Penn	PSU
Charge	$0.000per kW NSPL	$0.000 per kW NSPL	$0.000 per kW NSPL	$0.000 per kW NSPL	$0.000 per kW NSPL

DEFAULT SERVICE SUPPORT RIDER (continued)

Non-Market Based Services Transmission Charges:

$$NMB = (NMB_C - E) / S$$

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 (i) PJM Regional Transmission Expansion Plan charges; (ii) PJM Expansion Cost Recovery; (iii) PJM charges for Reliability Must Run generating unit declarations and charges associated with plants deactivated after July 24, 2014, the approval date of the Company's Default Service Program at Docket No.(ME) P-2013-2391368, (PN) P-2013-2391372, (PP) P-2013-2391375 and (WP) P-2013-2391378; (iv) historical tie line, generation, and retail customer meter adjustments; (v) Unaccounted for Energy; (vi) any FERC-approved reallocation of PJM Regional Transmission Expansion Plan charges related to Docket No. EL05-121-009; and (vii) 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. 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 for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected.

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

The NMB rates by Customer Class to be included in DSS rates are as follows:

Customer Class	Residential			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Customer Class	Commercial			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Customer Class	Industrial				
Rate District	Met-Ed	Penelec	Penn Power	West Penn	PSU
Charge	$X.XXX per kW NSPL	$X.XXX per kW NSPL	$X.XXX per kW NSPL	$X.XXX per kW NSPL	$X.XXX per kW NSPL

DEFAULT SERVICE SUPPORT RIDER (continued)

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 for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected.

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

The RE rates by Customer Class to be included in DSS rates are as follows:

Customer Class	Residential			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Customer Class	Commercial			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

DEFAULT SERVICE SUPPORT RIDER (continued)

Clawback Charge Credit:

$$CB = CB_C / S$$

Where:

CB = The credit to be applied to Delivery Service Customers related to the clawback provision, under the Default Service Program, which is collected by the Company from Electric Generation Suppliers. This credit will be amortized for each applicable DSS Computational Year.

CB_C = Clawback credits applied to each Customer Class eligible for the Company's POR to refund the clawback charges collected from Electric Generation Suppliers. The clawback charges are returned to customers when the Company's actual uncollectible expense was less than the amount of uncollectible expense recovered in base rates and the Default-Service Related Uncollectibles component of this Rider. CB will be applied to each Customer Class eligible for the Company's POR based upon each Customer Class's kWh.

S = The Company's total DSS Sales per Customer Class to Delivery Service Customers projected for the DSS Computational Year.

The CB rates by Customer Class to be included in DSS rates are as follows:

Customer Class	Residential			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

Customer Class	Commercial			
Rate District	Met-Ed	Penelec	Penn Power	West Penn
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

DEFAULT SERVICE SUPPORT RIDER (continued)

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.

Other Information:

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 May 3, 2015 through May 31, 2015 that the DSS Rider is in effect. Thereafter, the DSS Computational Year will be in effect.

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.

TIME-OF-USE DEFAULT SERVICE RIDER

Availability:

Time-Of-Use ("TOU") default service ("$TOU_{Default}$") is available under this Rider for Residential Customers, and Commercial Customers with demand less than 100 kW, including those served under the Net Metering Rider, and are receiving Default Service from the Company, upon the terms and conditions set forth herein, that: (1) have had smart meters installed pursuant to the Company's Smart Meter Technology Procurement and Installation Plan; (2) are not enrolled in the Company's Customer Assistance Program; (3) are not enrolled in budget billing; (4) are not involved in virtual net metering; (5) have not elected to terminate service under the TOU Default Service Rider, for any reason, within the last 12 months; and (6) affirmatively elect to receive service under this Rider and comply with its enrollment procedures.

Rates:

Met-Ed		
Customer Class	Residential	Commercial
On Peak Rate	$PTC_{Default}$ Rate x 2.0180	$PTC_{Default}$ Rate x 2.0558
Off Peak Rate	$PTC_{Default}$ Rate x 0.7285	$PTC_{Default}$ Rate x 0.7277
Super Off-Peak Rate	$PTC_{Default}$ Rate x 0.5438	$PTC_{Default}$ Rate x 0.5298

Penelec		
Customer Class	Residential	Commercial
On Peak Rate	$PTC_{Default}$ Rate x 1.9367	$PTC_{Default}$ Rate x 1.9352
Off Peak Rate	$PTC_{Default}$ Rate x 0.7633	$PTC_{Default}$ Rate x 0.7686
Super Off-Peak Rate	$PTC_{Default}$ Rate x 0.5669	$PTC_{Default}$ Rate x 0.5582

Penn Power		
Customer Class	Residential	Commercial
On Peak Rate	$PTC_{Default}$ Rate x 2.0140	$PTC_{Default}$ Rate x 2.0271
Off Peak Rate	$PTC_{Default}$ Rate x 0.7377	$PTC_{Default}$ Rate x 0.7409
Super Off-Peak Rate	$PTC_{Default}$ Rate x 0.5331	$PTC_{Default}$ Rate x 0.5202

West Penn		
Customer Class	Residential	Commercial
On Peak Rate	$PTC_{Default}$ Rate x 1.8632	$PTC_{Default}$ Rate x 1.9416
Off Peak Rate	$PTC_{Default}$ Rate x 0.7821	$PTC_{Default}$ Rate x 0.7870
Super Off-Peak Rate	$PTC_{Default}$ Rate x 0.5749	$PTC_{Default}$ Rate x 0.5663

Hours:

The rates for TOU default service are different for On-Peak, Off-Peak and Super Off-Peak hours during the year, and are billed on a service rendered basis, as shown below. All times listed below are prevailing time.

TOU Pricing Period	Included Time Periods
On-Peak	2 PM - 9 PM Monday - Friday
Off-Peak	All Other Hours
Super Off Peak	11 PM - 6 AM Monday - Friday

TIME-OF-USE DEFAULT SERVICE RIDER (continued)

$TOU_{Default}$:

The $TOU_{Default}$ rates by Residential or Commercial Customer Class are based on the $PTC_{Default}$ rates, which will be calculated semi-annually for the six-month period ending March 31st to be effective for the six-month period beginning June 1st and for the six-month period ending September 30th to be effective for the six-month period beginning December 1st.

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. Customers may leave the TOU Default Service Rider at any time without incurring fees or penalties. If a Customer elects to terminate service under the TOU Default Service Rider for any reason, the Customer cannot re-enroll in the TOU Default Service Rider for twelve billing months.

Annual Review and Audit:

The application of TOU Default rates under this Rider shall be subject to annual review and audit by the Commission.

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 the 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.

In addition to the charges included in the applicable rate schedule, all of the following general monthly charges are applicable to Delivery Service Customers.

Penelec

For any Customer taking backup and maintenance service from the Company as of January 1, 2015, the following applies: Customers who take service at a voltage level less than 115,000 volts but are served directly from a 115,000 volt or greater source through a single transformation shall be billed by the Company for backup and maintenance service at the transmission voltage charges plus a monthly fee equal to 1% of the net book value in such facilities owned by the Company at such lower volts that are dedicated to providing service to such Customer.

GENERAL MONTHLY CHARGES:

An additional administrative fee 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:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Administrative Fee	$79.28	$86.43	$50.00	$86.43

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Distribution Charge	Backup Demand (Dollars/kW)			
Secondary Voltage	$3.12	$5.01	$3.27	$2.99
Primary Voltage	$2.24	$2.60	$3.26	$0.44
Transmission Voltage	$0.16	$0.28	$0.27	$0.08

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Distribution Charge	Maintenance Demand (Dollars/kW)			
Secondary Voltage	$2.50	$4.01	$2.62	$2.39
Primary Voltage	$1.79	$2.08	$2.60	$0.37
Transmission Voltage	$0.13	$0.22	$0.22	$0.07

PARTIAL SERVICES RIDER (continued)

PAYMENT TERMS:

As per Rule 11, 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, 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 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, the On-peak hours shall be defined as 9 a.m. - 9 p.m. weekdays with Off-peak hours encompassing all other hours.

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.

PARTIAL SERVICES RIDER (continued)

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 Rider, General Monthly Charges, (ii) all capacity in excess of the specified capacity as Supplemental Service, (iii) all energy purchased at the charges and applicable riders set forth in the Rate Schedule that would otherwise apply to said Customer, and (iv) if actual capacity is greater than the backup capacity, a minimum bill will apply in the following months for demand determination. The minimum bill will apply even if the actual capacity is less than the backup capacity in any given month. The minimum bill will end after eleven (11) months or start over when the actual capacity is greater than backup capacity.

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.

4. Backup Service at the charges listed in this Rider, 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 this Rider 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. Backup Service Billing Demand shall be the Contract Demand for Backup Service.

7. The Backup 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 fifteen (15) 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 Backup Service Billing Demand.

PARTIAL SERVICES RIDER (continued)

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, 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 this Rider Paragraph B1 and who request maintenance service in accordance with this Rider 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.

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 this Rider 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 thirty (30) days before or after the Customer's requested maintenance outage.

PARTIAL SERVICES RIDER (continued)

7. Customers who wish to schedule their maintenance outages during periods other than those described in this Rider 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.

C. Supplemental Service: 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 the rates, terms and conditions of the otherwise determined rate schedule including billing demand and minimum bill.

RIDERS:

Bills rendered by the Company under this Rate Schedule are subject to the charges stated in any applicable Rider.

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 Met-Ed, Penelec, ATSI (Penn Power), or APS (West Penn) 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.

COGENERATION & SMALL POWER PRODUCTION QUALIFYING FACILITY SERVICE RIDER (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 one-tenth of a cent 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 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 twenty (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.

COGENERATION & SMALL POWER PRODUCTION QUALIFYING FACILITY SERVICE RIDER (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.

E. PURCHASE AGREEMENT: No contract is required for QFs 500 kW or less 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.

SOLAR PHOTOVOLTAIC REQUIREMENTS CHARGE RIDER

Met-Ed, Penelec and Penn Power

A Solar Photovoltaic Requirements Charge ("SPVRC"), determined to the nearest one-thousandth of a cent per kWh, shall be applied to each kWh delivered during a billing month to all Delivery Service Customers not qualifying for Solar Photovoltaic ("SPV") self- generation exclusion. The SPVRC shall be non-bypassable.

For service rendered Month X, XXXX through Month XX, XXXX, the SPVRC shall be equal to:

Rate District	Met- Ed	Penelec	Penn Power
Charge	X.XXX cents per kWh	X.XXX cents per kWh	X.XXX cents per kWh

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

$$SPVRC = [(SPVRC_C - E) / S] \times [1 / (1 - T)]$$

$$SPVRC_C = SPVRC_{Exp1} + SPVRC_{Exp2} + SPVRC_{Exp3} + SPVRC_{Exp4}$$

Where:

SPVRC = The charge in cents per kWh to be applied to each kWh delivered to Delivery Service Customers served under this tariff.

$SPVRC_C$ = Solar Photovoltaic Requirements Charge Costs calculated in accordance with the formula shown above.

E = The over or under-collection of SPVRC costs that results from billing the SPVRC during the SPVRC Reconciliation Year (an over-collection is denoted by a positive E and an under-collection by a negative E), including applicable interest. The E rate shall be applied to each kWh delivered to Delivery Service Customers. Interest shall be computed monthly at the legal rate determined pursuant to 41 P.S. § 202, from the month in which the over or under-collection occurs to the month in which the over-collection is refunded to or the under-collection is recovered from all Delivery Service Customers.

$SPVRC_{Exp1}$ = A projection of the costs incurred to acquire the Solar Photovoltaic Alternative Energy Credits ("SPAECs") to be retired during the SPVRC Computational Year obtained from winning bidders selected in the competitive procurement process to fulfill the Company's SPV obligations imposed by the AEPS Act and related laws and regulations, as the same may be amended from time to time ("AEPS Laws And Regulations").

SOLAR PHOTOVOLTAIC REQUIREMENTS CHARGE RIDER (continued)

$SPVRC_{Exp2}$ = Administrative costs projected for the SPVRC Computational Year associated with the competitive procurement process implemented to fulfill the Company's SPV obligations imposed by the AEPS Laws And Regulations. These administrative costs include, but are not limited to, consultant costs and other direct and indirect costs associated with the Company's administration of the competitive procurement process and compliance with the SPV obligations imposed by the AEPS Laws And Regulations.

$SPVRC_{Exp3}$ = Incremental start-up costs incurred by the Company through May 31, 2013 in connection with the Company's compliance with the SPV obligations imposed by the AEPS Laws And Regulations, which shall be amortized over the twenty-four (24) month period ending May 31, 2015. These administrative costs include, but are not limited to, consultant costs and other direct and indirect costs associated with the Company's administration of the competitive procurement process and compliance with the SPV obligations imposed by the AEPS Laws And Regulations. Interest will be calculated monthly on the average of the beginning of the month and the end-of-month balances of these costs and included in the determination of the monthly amortized amount. The interest shall be computed monthly at the legal rate determined pursuant to 41 P.S. § 202.

$SPVRC_{Exp4}$ = The net of: 1) proceeds resulting from the sale into the market of excess, unused SPAECs procured by the Company in the competitive procurement process; 2) the cost of any additional or supplemental SPAECs purchased by the Company in the market outside of the competitive bid process, as needed to meet its SPV obligations under the AEPS Laws And Regulations; and 3) the carrying cost of banked SPAECs, computed and compounded monthly at the legal rate determined pursuant to 41 P.S. § 202 based upon the cost to acquire the banked SPAECs.

S = The Company's projected kWh sales to Delivery Service Customers for the SPVRC Computational Year less Excluded Sales. Excluded Sales = Projected net Delivery Service kWh sales for the SPVRC Computational Year to qualifying SPV self-generating Customers, which shall be excluded from the SPVRC for the SPVRC Computational Year if the SPV self-generating Customer satisfies the criteria set forth in "Qualifications for exclusion from SPVRC for Self-Generation" as set forth below.

SOLAR PHOTOVOLTAIC REQUIREMENTS CHARGE RIDER (continued)

T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in the same decimal form used to express the Pennsylvania gross receipts tax rate that is employed 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 purposes of this rider, the following additional definitions shall apply:

1. SPVRC Computational Year - The 12-month period from June 1 through the following May 31.

2. SPVRC Reconciliation Year - The 12-month period ending March 31 immediately preceding the SPVRC Computational Year.

The SPVRC shall be filed with the Commission by May 1st of each year. Changes to the SPVRC shall become effective on June 1 of each year unless otherwise ordered by the Commission and shall remain in effect for a period of one (1) year, unless revised on an interim basis subject to the approval of the Commission. Upon determining that the SPVRC, if left unchanged, would result in material over or under-collection of all costs recoverable under the SPVRC Rider incurred or expected to be incurred during the then current SPVRC Computational Year, the Company may request that the Commission approve one or more interim revisions to the SPVRC to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

SOLAR PHOTOVOLTAIC REQUIREMENTS CHARGE RIDER (continued)

Qualifications for exclusion from SPVRC for providing SPAECs to the Company from a Customer owned SPV generator:

1. The exclusion is available to Customers served on Rate Schedules GS Large, GP and TP.

2. Customer must submit an application to the Company in advance of the SPVRC Computational Year requesting a waiver of the SPVRC. As part of the initial application, the Customer must have an executed interconnection agreement with the Company pursuant to applicable interconnection regulations, must have installed qualifying SPV panels in an amount adequate to cover the SPAEC requirements for the Customer's expected net Delivery Service kWh, and must have installed qualifying metering on site to record the cumulative electricity production from its qualifying SPV panels in order to verify the SPAEC value determined pursuant to Act 213, Section 3 (A)(3)(e)(3). Upon the Company's approval of the Customer's application, this Rider shall not be applicable as long as the Customer continues to meet the qualifications for exclusion.

3. The Company will make an estimate of the Customer's SPAECs to be transferred to the Company based on the Company's determination of the Customer's most recent 12 months of net Delivery Service kWh. The amount of SPAECs will be rounded up to the nearest whole number. This value will be communicated to the Customer before the SPVRC Computational Year.

4. After the close of the SPVRC Computational Year, the Company will bill the Customer for the SPAECs necessary to extinguish the Customer's obligation. No later than 45 days after the end of the SPVRC Computational Year, the Customer must transfer the specified self-generated SPAECs into the Company's GATS account to demonstrate compliance for the recently completed SPVRC Computational Year.

5. Upon receipt of all required SPAECs, the Company will continue to exclude the qualifying Customer from being billed the SPRVC.

SOLAR PHOTOVOLTAIC REQUIREMENTS CHARGE RIDER (continued)

Penalty for non-compliance from Customers who qualify for the exclusion:

If the Customer fails to meet the obligation spelled out in Paragraph 4, then the Customer shall pay to the Company, the market cost incurred by the Company to replace the SPAECs not delivered by the Customer.

The Company shall file an annual report of collections under this Rider within sixty (60) days following the conclusion of each SPVRC Reconciliation Year.

At the conclusion of the period during which this Rider is in effect, the Company shall be authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of this non-bypassable SPVRC shall be subject to annual review and audit by the Commission.

RENEWABLE ENERGY DEVELOPMENT RIDER

PURPOSE:

This Rider allows Customers to install and operate renewable energy generation.

APPLICABILITY:

Met-Ed and Penelec

This Rider applies to Customers in the Met-Ed and Penelec rate zones served under Rate Schedules RS, GS-Small and GS- Medium with single phase, secondary voltage service who install a device or devices not exceeding ten (10) kW which are, in the Company's sole judgment, a bona fide technology for use in generating electricity from qualifying renewable energy installations, and which will be operated in parallel with the Company's system. Qualifying renewable energy installations are limited to solar panels, wind, biomass, methane field and fuel cell generation. The Customer's equipment must conform to the Company's "Relay and Control Requirements for Parallel Operation of Nonutility Generation" and, as appropriate, IEEE Standard 929-1988 and UL Publication 1741 ("Power Conditioning Units for Use in Residential Photovoltaic Power Systems"). This Rider is not applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service.

The Company will modify its distribution facilities, as necessary, to interconnect with the Customer at a single point of delivery. For all modification, additions or facilities necessary to interconnect with the Customer at a single point, the Company will charge the Customer the cost of such modifications, additions or facilities in excess of One Thousand Dollars ($1000). In addition, the Company will charge a processing fee for applications under this Rider of Three Hundred Dollars ($300) for non-photovoltaic installations and a fee of One Hundred Dollars ($100) for photovoltaic installations.

RENEWABLE ENERGY DEVELOPMENT RIDER (continued)

METERING AND BILLING PROVISIONS:

A Customer may select one of the following metering options in conjunction with service under applicable Rate Schedule RS, GS-Small or GS-Medium.

1. For Rate Schedule RS only, one non-detented, bi-directional meter may be installed. This meter will record the net energy sales to the Customer which will be billed under the applicable Rate Schedule. If the Customer's renewable energy installation generates more energy than the Customer uses in any billing month, the Company will not charge the Customer for any energy usage or pay the Customer for the excess energy delivered by the Customer to the Company.

2. Two (2) detented meters may be installed. One meter will measure the energy delivered by the Company to the Customer. The other meter will measure energy delivered to the Company by the Customer which is generated by the Customer's qualified renewable energy installation.

3. The Company may provide Qualified Meters on terms approved by the Commission.

Under Options 2 or 3 above, the Customer shall pay the Company for the amount of energy delivered by the Company to the Customer under the applicable Rate Schedule. The Company shall pay the Customer monthly for any energy delivered by the Customer to the Company at the Real Time Hourly LMP for the Met-Ed or the Penelec Zone, provided the Customer is authorized to sell energy to the Company under applicable law.

RENEWABLE ENERGY DEVELOPMENT RIDER (continued)

METERING CHARGE:

In addition to distribution facility and processing fees, the Customer shall compensate the Company for the estimated additional fully allocated cost of installing, maintaining and reading any additional or nonstandard metering required for installations under metering Option 3 of this Rider. There is no additional metering charge under metering Options 1 or 2. The sum of the meter readings from the two (2) meters in metering Options 2 and 3 will be used to calculate any applicable Transmission and Distribution Charges under the applicable Rate Schedule.

MINIMUM CHARGE:

The Minimum Charges under Rate Schedule RS, GS-Small, and GS-Medium 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.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER

In addition to the net charges provided for in this Tariff, a charge of:

Rate District	Met-Ed	Penelec	Penn Power	West Penn
Net Charge	0.00%	0.00%	0.00%	0.00%

will apply consistent with the Commission Orders dated June 9, 2016 and April 19, 2018, at Docket Nos. (ME) P-2015-2508942, (PN) P-2015-2508936, (PP) P-2015-2508931, and, (WP) P-2015-2508948 approving the Distribution System Improvement Charge ("DSIC"). This charge will be effective during the period Month xx, 20xx through Month xx, 20xx.

1. General Description

A. Purpose: To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Rate Districts with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems.

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

B. Eligible Property: The DSIC-eligible property will consist of the following:

- Poles and towers (account 364);
- Overhead conductors (account 365) and underground conduit and conductors (accounts 366 and 367);
- Line transformers (account 368) and substation equipment (account 362);
- Any fixture or device related to eligible property listed above, including insulators, circuit breakers, fuses, reclosers, grounding wires, crossarms and brackets, relays, capacitors, converters and condensers;
- Unreimbursed costs related to highway relocation projects where an electric distribution company must relocate its facilities; and
- Other related capitalized costs.

C. Effective Date: The DSIC will become effective July 1, 2016.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER (continued)

2. Computation of the DSIC

A. Calculation: The initial DSIC, effective July 1, 2016, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Company's rates or rate base and will have been placed in service during the month of May 2016. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC-Eligible Plant Additions Reflected
January 1	September – November
April 1	December – February
July 1	March – May
October 1	June - August

B. Determination of Fixed Costs: The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows:

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Rate District's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC-eligible property.

2. Pre-tax return: The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Rate District's actual capital structure and actual cost rates for long-term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Company's last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER (continued)

C. Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Rate District's otherwise applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). All Customers will be billed the DSIC on a bills- rendered basis. To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the Rate District's projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of the STAS.

D. Formula: The formula for calculation of the DSIC is as follows:

$$DSIC = \frac{(DSI \times PTRR + STFT + Dep + e) \times [1 / (1-T)]}{PQR}$$

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168.

PTRR = Pre-tax return rate applicable to DSIC-eligible property.

STFT = (State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between accelerated tax depreciation and book depreciation net of federal tax.

Dep = Depreciation expense related to DSIC-eligible property.

e = Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below.

T = If applicable, Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.

PQR = Projected quarterly revenues for distribution service (including all applicable clauses and riders) are based on the summation of projected revenues for the applicable three-month period from applicable customers, excluding those customers listed in 4. Customer Safeguards E. below.

Minimum bills shall not be reduced by reason of the DSIC, nor shall changes hereunder be a part of the monthly rate schedule minimum. The DSIC shall not be subject to any credits or discounts. The STAS included in this Tariff is applied to charges under the DSIC.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER (continued)

3. Quarterly Updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

4. Customer Safeguards

   A. Cap: For Met-Ed, Penelec and West Penn, the DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.
   For Penn Power, consistent with the Commission Order at Docket No. P-2019-3012628, the DSIC is temporarily capped at 7.5% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

   B. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, et seq., shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the Company may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over collections will be refunded with interest. Interest on over collections and credits will be calculated at the residential mortgage lending rate specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, et seq.) and will be refunded in the same manner as an over collection. The Company is not permitted to accrue interest on under collections.

   C. New Base Rates: The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been reflected in rates or rate base will be reflected in the quarterly updates of the DSIC.

   D. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER (continued)

E. Customer classes: Effective April 30, 2018, the DSIC shall be applied equally to all customer classes except as stated below

- ME: Rate Schedule TP served at Transmission Voltage.
- PN: Rate Schedule GP over 46,000 volts and TP over 46,000 volts and Customers served under the Partial Service Rider and taking service at less than 115, 000 volts but served directly from the 115, 000 volts or greater line through a single transformation.
- PP: Rate Schedule GS-S (GSDS) over 69,000 volts and Rate Schedule TP over 69,000 volts.
- WP: Rate Schedule TP over 100,000 volts, and Rate Schedules 44 and 46.

F. Earning Reports: The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Company's then most recent Annual or Quarterly Earnings reports show that the Utility would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The Company shall file a tariff supplement implementing the reset to zero due to overearning on one-days' notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Company has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

G. Residual E-Factor Recovery Upon Reset to Zero: The Company shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The Company can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The Company shall refund any over collection to Customers and is entitled to recover any under collections as set forth in Section 4B. Once the Company determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the Company shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement.

JOINT APPLICANTS

EXHIBIT JMS-9

Electric Generation Supplier Coordination Tariff

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

2800 POTTSVILLE PIKE
READING, PENNSYLVANIA 19605

Issued: XX XX, XXXX

Effective: XX XX, XXXX

Samuel L. Belcher, President

NOTICE

LIST OF MODIFICATIONS

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HOW TO USE LOOSE-LEAF TARIFF

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

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

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.

American Transmission Systems, Incorporated ("ATSI") – American Transmission Systems, Incorporated ("ATSI"), First Energy Corp.'s wholly-owned transmission subsidiary.

Bad Credit – insolvency (liabilities exceeding assets or generally failing to pay debts as they become due, as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data) or failure to pay Company invoices when they become due on two (2) or more occasions within the last twelve (12) billing cycles.

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.

Bill Ready – when an EGS that employs the Consolidated EDC Billing option calculates its Customer's charges and provides the EDC the Customer's EGS charges to be billed.

Business Day – Any day except a Saturday, Sunday or a day that PJM declares to be a holiday, as posted on the PJM website. A Business Day shall open at 8:00 a.m. and close at 4:30 p.m. Eastern Prevailing Time.

Company – FirstEnergy Pennsylvania Electric Company

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

DEFINITIONS (continued)

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.

Competitive Retail Electric Service – retail electric generation, aggregation, power marketing, and/or power brokerage services supplied to Customers of the Company by an EGS.

Consolidated EDC Billing – when the EDC bills both the EDC and EGS charges by issuing a single bill to a Customer.

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

Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this Tariff relating to the provision of Coordination Services.

Coordination Services - those services that permit the type of interface and coordination between EGSs and the Company in connection with the delivery of Competitive Energy Supply to serve Customers located within the applicable Rate District including, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges and may also take into consideration the EGS's credit history.

Customer - 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 at least 18 years of age in whose name a Residential Service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the Residential Service is requested. The term includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location in the applicable Rate District.

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273650 (ME), Docket No. P-2011-2273668 (PN), Docket No. P-2011-2273669 (PP), Docket No. P-2011-2273670 (WP) to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

DEFINITIONS (continued)

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Date of Service – Shall have the meaning as set forth in 52 Pa. Code § 1.56.

Default – A failure to cure a material breach of Coordination Obligations, as described in Rule 16.3.

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

Default Service Customer – A Customer who takes delivery service.

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

Dual Billing – when the EDC and EGS calculate and issue separate bills to the Customer.

Electric Distribution Company (or "EDC") - shall have the meaning set forth in the Competition Act.

EDC Tariff - The Company's current PaPUC approved Electric Service Tariff, Pa. P.U.C. FirstEnergy Pennsylvania Electric Company.

Electric Generation Supplier (or "EGS") – any person, corporation or other entity that has received a certification from the Commission that it is eligible and licensed to supply electric energy, capacity, transmission and ancillary services to Customers in the applicable Rate District under and pursuant to the Competition Act.

Electronic Data Exchange Working Group ("EDEWG") – Commission group developing standardized formats and methodology for exchanging information electronically within the Pennsylvania deregulated electric market.

Electronic Data Interchange ("EDI") – guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

FERC - the Federal Energy Regulatory Commission.

DEFINITIONS (continued)

FirstEnergy ("FE") – the parent company of Ohio Edison Company, Cleveland Electric Illuminating Company, Toledo Edison Company, FirstEnergy Pennsylvania Electric Company, and Jersey Central Power and Light Company.

Hourly or Sub-Hourly Metering Equipment – electric metering equipment that supplies hourly or sub-hourly data of Customer consumption.

Individual Coordination Agreement – An agreement between the Company and a Registered EGS that arranges for the provision of Coordination Services.

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

Market Participant – has the same meaning as set forth in the PJM Tariff.

Meter Read Date - the date on which the Company schedules a meter to be read for purposes of producing a Customer bill in accordance with the regularly scheduled billing cycles of the Company, as may be modified from time to time.

MISO – Midwest Independent Transmission System Operator.

MISO Exit Fees – charges assessed under MISO's Open Access Transmission Tariff that are associated with ATSI's exit from the MISO control area. (PP only)

DEFINITIONS (continued)

MTEP Charges – A transmission charge levied by ATSI or by Midwest ISO Transmission Owners pursuant to Attachment FF of the Midwest ISO Tariff. For MTEP Projects constructed by Midwest ISO Transmission Owners, the definition of MTEP Project shall include only transmission projects with respect to which FERC has approved the allocation methodology of a portion of the revenue requirement to Transmission Customers in the ATSI zone. (PP only)

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.

North American Energy Industry Standards Board ("NAESB", formerly known as the Gas Industry Standards Board, "GISB") – The Board which sets standards associated with the electronic method of communication for data transfer that allows information to be sent and received electronically using the Internet. This method must meet the following minimum criteria:

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

PaPUC (or "the Commission") - The Pennsylvania Public Utility Commission.

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

PJM Control Area – has the same meaning as set forth in the PJM Tariff.

DEFINITIONS (continued)

PJM Integration Fees – charges assessed under the PJM Tariff that are associated with the PP Rate District's integration into the PJM control area.

PJM Operating Agreement – the PJM Operating Agreement, including schedules and exhibits.

PJM Tariff – the PJM Open Access Transmission Tariff, including schedules and exhibits.

Price to Compare Default Service Charge – the cents per kWh rates representing the Rate District'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.

Rate Ready – when an EGS which employs Consolidated EDC Billing provides an EDC rate calculation in with the EDC calculates the Customer's EGS charges to be billed.

Rate District – Met-Ed ("ME"), Penelec ("PN"), Penn Power ("PP"), West Penn ("WP")

Tangible Net Worth – total assets less intangible assets and total liability. Intangible assets include benefits such as goodwill, patents, copyrights and trademarks.

Tariff – this Electric Generation Supplier Coordination Tariff.

Tax Exemption Certificate – An exemption certificate completed by the Customer to exempt electricity consumption from sales and use tax. A Customer must send, or an EGS may forward a correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, which is required to be kept on file for the Pennsylvania Department of Revenue. The Tax Exemption Certificate shall be the Pennsylvania Exemption Certificate REV-1220, and the successor, superseding or amended versions of the Tax Exemption Certificate in effect from time to time.

RULES AND REGULATIONS

1. THE TARIFF

1.1 Filing and Posting. A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to EGSs, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours. A copy of this Tariff is available at the Company's website www.firstenergycorp.com.

1.2 Revisions. Subject to Section 2.2, this Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.

1.3 Application. The Tariff provisions apply to all EGSs providing Competitive Energy Supply to Customers located in the applicable Rate District, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed a Coordination Agreement as required herein. The obligations and charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent provision or receipt of Coordination Services in addition to any other remedies available to the Company.

1.4 Rules and Regulations. The Rules and Regulations, filed as part of this Tariff, are a part of every Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities.

1.5 Statement by Agents. No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

2. SCOPE AND PURPOSE OF TARIFF

2.1 Scope and Purpose of Tariff. This Tariff sets forth the basic requirements for interactions and coordination between the Company as the Electric Distribution Company and EGSs necessary for ensuring the delivery of Competitive Energy Supply from EGSs to their Customers within each Rate District.

2.2 FERC Jurisdictional Matters. The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), as amended, or any rule, regulation, order or determination of FERC under FPA, then such FERC rule, regulation, order or determination of the FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

3. COMMENCEMENT OF EDC/EGS COORDINATION

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

(a) a Coordination Agreement fully executed by a duly authorized representative of the EGS;

(b) a service agreement for Network Integration Transmission Service under the PJM Tariff, fully executed by a duly authorized representative of the EGS;

(c) a completed Market Participant Agreement as defined under the PJM Tariff, fully executed by a duly authorized representative of the EGS;

(d) the EGS's Pennsylvania sales tax identification number;

(e) a copy of the EGS's license issued by the PaPUC to provide electric service to the Company's retail Customers;

(f) a copy of the EGS's license application submitted to the PaPUC to apply for its license;

(g) a credit history form, fully completed ;

(h) for EGSs that use Consolidated EDC Billing, a copy of the EGS's rate schedule must be provided to the Company. When an EGS requests the implementation of "Standard Rates" on or after registration, or revisions to existing Standard rate schedules, the Company will implement the requested EGS rate schedule(s) within 14 calendar days. Standard Rates include fixed cents per kWh rates, starting from $0.0500 through $0.1199 per kWh in $0.0001 increments, and up to four decimal place precision. A "percent off" of shopping rates would be available from 1% through 50% off the Price to Compare in one-half percent increments. An EGS will be limited to no more than 200 discrete Rate Ready rates per calendar quarter. Additionally, any rate design other than the one specified in Rule 12.1 may delay power flow to a Customer billed under Consolidated EDC Billing.

(i) a completed Supplier Communication Details form (available on the Company's website).

(j) a completed W-9 (available on the Company's website).

(k) banking information (Bank Name, Routing Number, and Account Number) provided on Company letterhead with a signature.

Additional information on the registration process and links to the forms can be found on the Company's Website. Pennsylvania (FirstEnergycorp.com)

3.2 Incomplete Registrations. In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service of the registration (as determined consistently with the provisions of 52 Pa. Code § 1.56). The Company will not process an incomplete application until the EGS corrects the deficiencies and delivers a completed registration to the Company for the specific Rate District.

3.3 Credit Check. A registration for Coordination Services shall constitute authorization to the Company to conduct a Creditworthiness review.

3.4 Processing of Registrations. The Company shall complete the processing of each completed registration for Coordination Services within ten (10) business days after the date of service of the registration (as determined consistently with 52 Pa. Code § 1.56). The Company shall approve all completed registrations unless grounds for rejecting the registration exist, as defined below.

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

(a) the EGS has undisputed outstanding debts to the Company or FirstEnergy arising from its previous receipt of Coordination Services from the Company under this Tariff or any affiliate of the Company.

(b) the EGS has failed to comply with payment and billing requirements specified in Rule 12 of the Tariff.

(c) the Company has provided written notice to the EGS that a registration is deficient and the EGS has failed to submit a completed registration within thirty (30) calendar days of deficiency notification.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit as to PaPUC jurisdictional transactions. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 12.5. The EGS must comply with all applicable requirements of the PJM Tariff in order for its registration to be accepted as complete.

3.6 Offer of Conditional Acceptance of Registration. Where grounds for rejection of a registration exist due to an EGS's outstanding and undisputed debts arising from its previous receipt of Coordination Services from the Company under the Tariff or to FirstEnergy or any affiliate of the Company, the Company may offer the affected EGS a conditional acceptance if the EGS pays such debts before it receives Coordination Services. If the EGS rejects the Company's offer of conditional acceptance under this Rule or if the EGS does not act upon the Company's offer of conditional acceptance within thirty (30) calendar days following offer, then the EGS's registration for Coordination Services will be deemed rejected.

3.7 Rejection of Registration. Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within the ten days of date of service of the registration (as determined consistently with the provisions of 52 Pa. Code § 1.56) or the date of the end of the thirty-day period for corrections of deficiencies or conditional acceptance and shall state the basis for its rejection.

3.8 Approval of Registration. Upon its approval of a registration for Coordination Services, the Company shall execute the Coordination Agreement tendered by the registrant and shall provide one copy to the EGS and maintain a copy for its own records.

3.9 Identification Numbers. Upon its approval of a registration for Coordination Services, the Company will use the assigned EGS identification number in subsequent electronic information exchange between the EGS and the Company.

3.10 Commencement of Coordination Services. Coordination Services shall commence within ten (10) business days after the Company's approval of an EGS's registration for Coordination Services provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions established under Rule 3.6 have been satisfied by the EGS.

4. COORDINATION OBLIGATIONS

4.1 Provision of Coordination Services. The Company shall provide all Coordination Services specified in this Tariff and necessary for the delivery of an EGS's Competitive Energy Supply to serve Customers located within the applicable Rate District.

4.2 Timeliness and Due Diligence. EGSs shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate Direct Access.

4.3 Duty of Cooperation. The Company and EGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff, the PJM Tariff and the Competition Act.

4.4 Supplier Ombudsman. The Company is providing an Ombudsman to respond to questions from EGSs, monitor complaints regarding the competitive market, and facilitate informal dispute resolution between EGSs as well as Default Service providers. The Supervisor of Supplier Services will serve as the Company Ombudsman. The Company will maintain contact information for its Ombudsman on the Company's website.

4.5 State Licensing. An EGS must have and maintain in good standing a license from the PaPUC as an authorized EGS. The EGS shall notify the Company within three (3) business days of any amendment, revocation, termination or other change in its License applicable to the applicable Rate District .

4.6 Energy, Capacity, and AEPS Procurement. An EGS is responsible for all necessary arrangements for supply and delivery of electric energy and capacity in a quantity sufficient to serve its own Customers under the PJM Tariff and to also satisfy AEPS obligations associated with its supply, subject to Section 9.

4.7 Transmission Services and Obligations. An EGS is responsible for arranging, procuring, taking and paying for those services provided by PJM that are necessary for the delivery of Competitive Energy Supply to its Customers by Rate District pursuant to the PJM Tariff and this Tariff. Failure to do so will result in a suspension of the EGS's registration until resumption of such services by the EGS occurs.

4.8 Energy Scheduling. An EGS must make all necessary arrangements for scheduling the delivery of energy with PJM to each Rate District.

4.9 Reliability Requirements. An EGS shall satisfy those applicable reliability requirements issued by the PaPUC, PJM, or any other governing reliability council or its successor with authority over the EGS.

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

4.11 Communications Requirements. An EGS shall implement NAESB standards which is the preferred method of communication (EDI), as determined by the EDEWG and PaPUC Docket No. M-00960890F.0015. NAESB standards must meet the minimum criteria of, and be endorsed by, the EDEWG. An EGS shall have appropriate software for access to the Company's Internet site for file viewing, uploads and downloads.

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

4.13 Record Retention. An EGS and the Company shall comply with all applicable laws and the PaPUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PaPUC regulations, 52 PA Code § 56.1 et seq.

4.14 Credit Requirements. The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an EGS's Creditworthiness. These standards will take into consideration the scope of operations of each EGS and the level of risk to the Company. This determination will be aided by appropriate data concerning the EGS, including load data or reasonable estimates thereof, where applicable.

The Company requires an initial credit amount and shall adjust the amount required commensurate with the financial risks placed on the Company by an EGS, including recognition of an EGS's performance. An EGS shall satisfy its Creditworthiness requirement and receive an unsecured credit limit which will be a maximum of 5% of an EGS's Tangible Net Worth by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

Rate District	**CREDIT AMOUNT**
Met-Ed	$250,000
Penelec	$250,000
Penn Power	$250,000
West Penn	$25,000

AGENCY	**SENIOR SECURITIES RATING (BONDS)**
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The EGS will provide the Company with its or its parent's most recent independently audited financial statements, (if applicable) and its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: an irrevocable Letter of Credit; a cash deposit established with the Company; including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the EGS, including one or more ultimate Customers. The fact that an irrevocable Letter of Credit or cash deposit is provided by a party other than the EGS shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements.

4.15 Standards of Conduct and Disclosure for Licensed EGSs. The Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

4.16 Load Shedding and Curtailments.

4.16.1 Transmission service shall be provided pursuant to the PJM Tariff. The EGS shall accept PJM's determination that an emergency exists and will comply with PJM's directives and actions issued pursuant to the PJM Tariff.

4.16.2 Emergency shutoff. PJM and the Company have the right to take whatever actions are necessary pursuant to the PJM Tariff and the EDC Tariff in order to maintain system integrity, or to otherwise prevent the occurrence of a system emergency or to rectify the occurrence of a system emergency.

5. DIRECT ACCESS PROCEDURES

5.1 Pre-Enrollment Customer Information List

The following information will be provided on the Customer information list for each Customer who has not requested that all information be removed from this list:

i) Customer Account #
ii) Meter #
iii) Name
iv) Service Address, including Zip+4
v) Billing Address, including Zip+4
vi) Budget indicator (is Customer on a budget billing program)
vii) Meter Read Cycle date
viii) Meter Type
ix) Interval Meter Flag
x) Load Profile Group Indicator
xi) Rate Code Indicator
xii) Loss Factor
xiii) 24 Individual Months Consumption (kWh)
xiv) 24 Individual Months Demand (kW)
xv) End of billing period date for each billing month
xvi) # days in billing period for each billing month
xvii) Default Service indicator (is Customer a Default Service Customer as of the date of the list update)
xviii) PLC Value (capacity obligation) and effective date of this value
xvix) PLC Value (transmission obligation) and effective date of this value
xx) Date the list was last updated
xxi) Net Metering Indicator
xxii) Sales Tax Status
xxiii) Pennsylvania Customer Assistance Program Indicator

The Company will provide the Customer information list by either a download from a secured website or compact disc. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. The Customer information list will be updated monthly. The Company will provide each Customer the option to have all of its Customer information listed above removed from the Customer information list. At the same time, the Company will also provide each Customer the option to have all of the information listed above included on the Customer information list.

5.2 Interval Meter Data A licensed EGS is expected to maintain appropriate Customer authorization when requesting historical Interval Meter data. The Interval Meter data will be provided at no cost to an EGS and will be transferred in a standardized format and sent to the EGS via EDI and will include twelve months of data. Alternatively, an EGS may access the data through a secured portion of the Company's supplier website. The EGS will share its records of Customer authorization with the Company upon request and those records shall be subject to audit by the Commission.

5.3 Switching Among EGSs (or between an EGS and the Company providing Default Service), and Initial Selection of an EGS. EGS selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the EDC Tariff.

5.3.1 (a) If a Customer contacts a new EGS to request a change of EGS and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of EGS. It is the EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

(b) The Customer's new EGS shall also submit the Customer's enrollment information using the PA EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the EGS, the Company will automatically confirm receipt of the file.

(c) The Company will send the Customer a confirmation letter before the end of the next business day to confirm the Customer's EGS selection. The EGS selection will be effective within three (3) business days after processing the selection. The confirmation letter shall include notice to residential and small commercial Customers that the Customer's service may be terminated for failure to pay for generation service provided by an EGS and billed by the EDC.

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

5.3.2 If a Customer contacts the Company to request a change of its EGS to another EGS, the Company shall notify the Customer that the selected EGS must be contacted directly by the Customer in order to initiate the change.

5.3.3 If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply but who has restricted access to the information, the Company will only provide such information after receiving written, electronic or telephonic customer authorization from the requesting supplier or attestation from the supplier that it has such authorization. The EGS will share its records of Customer authorization with the Company upon request and those records shall be subject to audit by the Commission.

5.3.4 (a) If a Customer contacts the Company to request a change of EGS to the Company's Default Service, the Company will process the request and send the Customer a confirmation letter before the end of the next business day confirming the Customer's return to Default Service. The selection will be effective within three (3) business days after processing the request. Once the preceding process is complete, the Company will notify the Customer's prior EGS of the discontinuance of service to the Customer from that prior EGS.

(b) In no event shall § 5.3.4 (a) above affect the continued supply of electricity to a Customer once a Customer's service is discontinued by an EGS.

5.3.5 (a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the applicable Rate District, the Company will notify the current EGS of the Customer's discontinuance of service for the account at the Customer's old location via an EDI drop transaction of the Customer's discontinuance of service for that location.

(b) If a Customer contacts the Company to discontinue electric service the Company will notify the current EGS via an EDI drop transaction of the Customer's discontinuance of service for the location.

5.3.6 If the Company elects to change the account number for a Customer receiving generation service from an EGS for Company purposes (i.e., not as a result of customer action), the Company will notify the EGS of the change in account number at the same Customer location in sufficient time to permit the EGS to complete the EDI transactions required to maintain the EGS's service to the Customer.

5.4 Provisions relating to an EGS's Customers.

5.4.1 Arrangements with EGS Customers. EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, the PJM Tariff and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

Beginning June 1, 2023, consistent with Docket No. P-2021-3030012 (ME) P-2021-3030013 (PN), P-2021-3030014 (PP), P-2021-3030021 (WP), Customers enrolled in the Company's Pennsylvania Customer Assistance Program ("PCAP") are required to be enrolled in the Company's Default Service at the price-to-compare. Additionally, EGSs shall not charge any early termination, cancellation or other add-on fees to customers transitioning to PCAP.

5.4.2 Transfer of Cost Obligations Between EGSs and Customers. Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company.

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

6. LOAD PROFILING AND FORECASTING

6.1 Customer Load and Weather Forecasting. The EGS is responsible for developing an aggregated load forecast for its Customer's load to satisfy obligations required by this Tariff, the PJM Tariff and the applicable PJM Tariff rules, agreements, and procedures for each Rate District in which they service customers.

6.2 Forecasting Methodology. The load forecast developed by the EGS shall conform to the following as well as all other relevant sections of this Tariff and the PJM Tariff.

6.2.1 Monthly Metered Customer Forecasts. The Company shall make available to the EGS hourly load profiles, losses, and rate class of the Company's retail Customers which do not have interval metering. The Company, at its discretion, may update, add or modify the load profiles for any or all Customer rate classes on a prospective basis.

6.2.1.1 Street Lighting (Unmetered) Customer Forecasts. The Company shall make available to the EGS hourly load profiles, losses and rate class of the Company's Street Lighting and Outdoor Lighting Customers which are unmetered. (ME and PN only).

6.2.2 Hourly Metered Customer Forecasts. The EGS shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

6.3 Line Losses. For purposes of EGS load calculations in Sections 6 and 7 of this Supplier Coordination Tariff, the combined transmission and distribution line losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served pursuant to the specified rates by the applicable line loss factor. The applicable line loss factors are: (Met-Ed and Penelec only).

LOSS FACTORS

Met-Ed and Penelec

ENERGY	MET-ED	PENELEC
Rate Schedule TP	1.0210	1.0407
GP	1.0374	1.0606
All other rate schedules	1.0718	1.0945

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses.

Penn Power

Losses will be calculated by multiplying the retail Customer(s) load times the applicable real power loss factor specified below:

Service Voltage Level	Cumulative Loss Factor
23 kV to < 69 kV	0.1%
4.1 kV to < 23 kV	3.0%
4.1 kV	6.2%

West Penn

For purposes of calculating daily load estimates and energy reconciliation in Rules 6, 7 and 8 of the EGS Tariff, the combined real power transmission losses and distribution line losses for Secondary, Primary, Subtransmission with transformer charges, Subtransmission and Transmission voltage levels shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at these voltage levels by the applicable line loss factor. Line loss factors are time-differentiated as on-peak and off-peak for each voltage classification. The on-peak line loss factors apply to the hours ended 8 a.m. to 11 p.m. Monday through Saturday. The off-peak line loss factors apply to all remaining hours. The applicable on-peak and off-peak line loss factors are:

Voltage Served	On-peak line losses	Off-peak line losses
Secondary	9.434%	8.537%
Primary	6.383	5.482
Subtransmission w/ transformer charges	4.282	3.992
Subtransmission	3.578	3.277
Transmission	2.184	1.938

The Company will revise these line loss factors if PJM imposes or changes any separate charges on its transmission Customers for the level of line losses that is included in these factors. Any such revision will be filed with the FERC and the Commission, provided to EGSs via electronic mail and posting on the Company's website, and become effective thirty (30) days after filing unless otherwise ordered by the Commission or the FERC (or concurrently with any change in or imposition of separate PJM line loss charges, whichever is later). The Company will make a good faith effort to advise EGSs of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

6.4 Adequacy of Load Profiles. An EGS's remedies for any deficiency in the Company's load profiles for monthly metered Customers shall be limited to either:

(a) arranging, at its own expense, for the installation pursuant to PaPUC rules and procedures of Hourly or Sub-Hourly Metering Equipment at the Customer's premises in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer; or

(b) entering, at its own expense, into a joint load study with the Company to develop new load profiles.

Nothing in this Tariff precludes an EGS from using its own load profiles at any time although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

7. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

7.1 Energy Schedules. The EGS, or its designated Scheduling Coordinator(s), shall be responsible for scheduling energy and purchasing all transmission and ancillary services as defined by the PJM Tariff necessary to get energy to the Customer's point of delivery pursuant to the service agreement for Network Integration Transmission Service under the PJM Tariff, as noted in Appendix A – Responsibilities for PJM Billing Line Items as Defined in Applicable PJM Agreement or Manual.

EGSs will no longer be responsible for PJM Regional Transmission Expansion Plan charges ("RTEPs") (PJM Tariff Schedule 12) and PJM Expansion Cost Recovery charges (PJM Tariff Schedule 13) billed for service rendered by PJM beginning June 1, 2013.

Beginning June 1, 2015, EGS will no longer be responsible for the following transmission costs: (1) PJM charges associated with reliability must run ("RMR") generating unit declarations and deactivation of plants deactivated after July 24, 2014, the date of the Commission approval of the Company's Default Service Programs in PaPUC Docket No.(ME) P-2013-2391368 , (PN) P-2013-2391372, (PP) P-2013-2391375, (WP) P-2013-2391378; (2) historical out of market tie line generation and retail customer meter adjustments; and (3) unaccounted for energy.

EGSs will not be responsible for any approved reallocation of PJM Regional Transmission Expansion Plan charges related to Docket No. EL05-121-009.

7.2 Transition From MISO To PJM. EGS will not be responsible for MTEP Charges or any MISO Exit Fees or PJM Integration Fees. In the event EGSs are assessed for such charges, the Company shall arrange for EGSs to receive credit equal to the assessed charges through PJM or reimbursement directly from the Company, in the Company's discretion. (PP only)

8. SETTLEMENTS

8.1 Applicability of PJM Tariff. The EGS agrees that settlements will be provided under the rates, terms, and conditions of the PJM Tariff.

8.2 Billing. Billing for settlements shall be rendered by PJM in accordance with the PJM Tariff.

8.3 Metered Data Collection. Meter data collected by the Company shall be utilized to calculate the quantity of energy actually used by an EGS's Customers for settlements.

8.3.1 Monthly Metered Customers. Data from monthly metered Customers is collected corresponding to Customers' billing cycles. The Company shall convert such meter data for Customers to equivalent hourly usage. Rate class load profiles will be adjusted for usage factor and losses to derive an hour-by-hour usage, based on the applicable PJM rules, agreements, and procedures.

8.3.2 Hourly Metered Customers. Data from hourly metered Customers will be collected by the Company on a monthly basis. The Company will utilize the actual time interval data from such meters. The actual hourly metered energy consumption will be adjusted for the inclusion of losses based on the applicable PJM rules, agreements, and procedures.

8.3.3 Calculation of Load. Load shall be calculated by PJM according to the Supplier User Manual@: Pennsylvania (FirstEnergycorp.com)

8.3.4 PJM Deration of Load. The Rate District's load shall be derated by PJM for calculation of charges under the PJM Operating Agreement and PJM Tariff.

8.4 PJM Settlements. Monthly metered Customers' actual usage and hourly metered Customers' actual usage based on Interval Meter data for Commercial and Industrial Customers when available shall be aggregated by the applicable Rate District to arrive at the total hourly aggregated load for each EGS and submitted to PJM in accordance with applicable business practices manual and the PJM Tariff.

8.4.1 Rates for Settlement. The rates for settlement shall be those specified in the PJM and the applicable business practices manual

8.5 PJM PLC and NSPL Determination. The Company will develop and create PJM PLC and NSPL in accordance with PJM deadlines and practices utilizing procedures outlined on the Company's website here: Supplier User Manual: Pennsylvania (FirstEnergycorp.com)

The Company will submit each supplier's respective PLC and NSPL to the PJM eRPM tool (or its successor).

8.5.1 Customer PLC and NSPL. The customer specific PLC and NSPL developed in support of the PLC and NSPL submitted to the PJM eRPM tool (or its successor) by the Company, will be provided to each EGS for the EGS's customers of record no later than 10 days following such data being uploaded into the Company's SAP system. Beginning in 2012, the Eligible Customer List ("ECL") and supplier specific "Sync Lists" will contain the new PLC and NSPL values in the first scheduled update of the ECL and Sync Lists after the calculations are uploaded into the SAP system.

9. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

9.1 Requirements. EGSs supplying retail load in the applicable Rate District shall cooperate with the Company to ensure compliance with applicable requirements under the AEPS Act and related regulations. An EGS is required to meet AEPS Act requirements for its metered retail load as measured at the delivery point for each EGS Customer.

10. METERING

10.1 Meter Installations. The Company will utilize its installed metering installation for each Customer participating in the Pennsylvania Electric Choice Program. Upon written request the Company will acquire, install, maintain and read qualified advanced metering and meter-related devices as approved by the Commission from time to time. The Company will provide a list of available advanced metering devices upon request. The list may also be obtained from the Commission's web page at *http://www.puc.state.pa.us*. Any changes in the Customer's meter necessary to accommodate an EGS's systems, price schedules, telemetry or other requirements must be compatible with and meet the Company's specifications for metering and any applicable regulations.

10.2 Meter Cost Responsibility. The EGS shall pay the Company (unless the Customer has made arrangements to pay) the net incremental cost approved by the Commission from time to time for qualified advanced metering and meter-related devices and as described in Paragraph 10.1, above and consistent with the Company's approved Smart Metering Plan. Installation and maintenance of such metering will be the responsibility of the Company, which will own all such metering. Either the Customer or the EGS shall provide, at its sole cost and expense, the installation, operation and maintenance of the required compatible communication/telephone link(s) in order to transmit metered information from meters equipped for telemetry of metered data.

10.3 Billing Meters. Any meter used for billing, capacity and energy obligations and reconciliation determinations shall be installed, owned and maintained by the Company. All meters used for billing shall be maintained and tested in accordance with applicable PaPUC regulations.

10.4 Meter Testing. The Company will test designated Company-owned meters upon the written request of the EGS. If the accuracy of a Company-owned meter is found to be outside PaPUC requirements, the costs of such test shall be borne by the Company. If a Company-owned meter is tested and found to be within PaPUC accuracy requirements, the costs of such test shall be borne by the EGS. Any Company-owned meter found to be outside PaPUC accuracy requirements or otherwise defective shall be adjusted, repaired or replaced at the sole cost or expense of the Company, unless such deviation is determined to be the fault of the Customer or the EGS. If the Customer requests meter testing, then the rate charged shall be consistent with PaPUC regulations.

10.5 Meter Reading. The Company shall read Customer meters on a monthly basis or as otherwise provided in its EDC Tariff or in PaPUC regulations. Where the Company is unable to read a Customer's meter in a particular month, the Company shall estimate the meter reading in accordance with its standard procedures.

10.6 Billing Cycles. Meters will be read and billed on a daily basis on a predetermined meter reading schedule. The Company uses twenty (20) billing cycles per revenue month for Met-Ed and Penelec Rate Districts and twenty-one (21) billing cycles per revenue month for Penn Power and West Penn Rate Districts. Each business day[1] one of the cycles will be read until all twenty (20) cycles for Met-Ed and Penelec Rate Districts, or all twenty-one (21) cycles for Penn Power and West Penn Rate Districts have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately thirty (30) days, but may vary between twenty-seven (27) to thirty-five (35) days. The Company may change its meter reading schedules at its discretion. If an EGS requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the EGS.

10.7 Meter Data Provided by the Company to an EGS. Regardless of whether the Company or an EGS performs Customer billing for an EGS's energy charges, the Company will make available to an EGS daily files containing meter readings, total kWh usage, registered maximum demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and EGS for each of an EGS's Customers as it becomes available by billing route.

10.7.1 Summary Interval Meter Data. Interval meters are read on a monthly schedule, and raw hourly data is processed through the Company's metering subsystem which in turn provides summary information to the Company's Customer billing system. This summary information consists of total kWh usage over the billing cycle, and maximum on-peak and off-peak demands over the billing cycle. This summary information will be provided to an EGS on a monthly basis for that EGS's.

Customers equipped with interval metering equipment. Should an interval metered Customer, or that Customer's EGS, request hardcopy or electronic file formats of non-summary information (detailed hourly or sub-hourly metering information for the monthly billing cycle or for historical periods), the Company will provide such information at no charge, to the extent that it is available. When requesting historical usage information for accounts equipped with interval meters, an EGS will receive summary usage only, unless detailed interval usage is requested. Upon enrollment of an account with an interval meter, an EGS will receive summary monthly billing usage only, unless detailed interval billing usage is requested.

[1] "Business days" for purposes of billing cycles shall include all days in a calendar year <u>except</u> Saturdays and Sundays; New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas Eve; Christmas Day; and New Year's Eve.

11. CONFIDENTIALITY OF INFORMATION

11.1 Information. All confidential or proprietary information made available by one party to the other in connection with the registration by an EGS with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving or providing Coordination Services and/or providing Competitive Energy Supply to Customers in the applicable Rate District. Other than disclosures to representatives of the Company or EGS for the purposes of enabling that party to fulfill its obligations under this Tariff or for an EGS to provide Competitive Energy Supply to Customers in the applicable Rate District, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

11.2 Customer Information. The EGS shall keep all Customer-specific information supplied by the Company confidential unless the EGS has the Customer's written authorization to do otherwise.

12. PAYMENT AND BILLING

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

(a) **Company Billing for EGS.** The Company will offer Rate Ready, Bill Ready and Dual Billing Capability to EGSs. The Rate Ready option will be limited to a flat rate per kWh and a percentage off Price to Compare pricing options. Nothing in this Tariff shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service Customers. Notwithstanding the preceding sentence, if the Company's billing system has the capability to bill additional price plans offered by the EGS, the EGS may request the Company to consider doing all or some of the billing for the EGS's Customers based on the Customers' preferences. In those situations where the Company's billing system is unable to calculate the EGS charges under the pricing format being used by the EGS, the Company will provide the EGS with sufficient meter data on a timely basis. The EGS can then calculate the Customers' EGS charges and other billing information and present this information to the Company for its inclusion in the Customers' bills. The EGS will be responsible to the Company for any incremental costs associated with including such EGS charges and other billing information in the Customers' bills.

(b) **Billing Files.** Where the EGS has requested the Company to act as the EGS's billing agent the Company shall electronically transmit files of billing detail daily to the EGS. Such files shall include the Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other EGS charges.

(c) **Equal Payment Plan.** The Company will offer a budget billing option to all residential Customers when the Company provides Rate Ready Consolidated EDC Billing. Budget billing will be available for the Customer's total charges including EGS charges. The budget bill amount will be calculated consistent with the Company's retail tariff customers taking default service. EGSs will be paid the actual monthly charges, not the budget bill amount. However, the Company's billing system is incapable of aging receivables for more than one supplier per Customer.

(d) **Sales Tax Exemption**. With respect to Customers receiving one bill from the Company, the EGS for whom the Company is billing must provide the applicable sales tax exemption percentage to the Company. If the percentage provided by the EGS for billing the EGS's charges is different from the percentage billed by the Company, the supplier must notify their Customer to select the Dual Billing option. The EGS is responsible for holding appropriate exemption certificates and is liable for the collection and remittance of sales tax on the EGS's charges.

(e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

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

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

12.2.1 Billing Procedure. Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to $30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) banking days (Met-Ed, Penelec and West Penn) or less than fourteen (14) banking days (Penn Power) from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

12.2.2 Manner of Payment. The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation.

12.2.3 Wire Transfer. Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

12.2.4 Late Fee for Unpaid Balances. If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be two percent (2%) per month on the unpaid balance.

12.2.5 EGS Default. In the event the EGS fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the EGS to cure such failure, a default by the EGS shall be deemed to exist. In the event of a billing dispute between the Company and the EGS, the Company will continue to provide service pursuant to the Coordination Agreement and the Tariff as long as the EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth below in Rule 18.

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

12.3 Billing for Supplier Obligations to Other Parties. The Company will assume no responsibility for billing between an EGS and PJM or any party other than the Company.

12.4 Guarantee of Payments. Before the Company will render service or continue to render service, the Company will require an applicant for Coordination Service or an EGS currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. In addition, the Company may require an EGS to post a deposit at any time if the Company determines that the EGS no longer has Creditworthiness. An EGS shall have the right to submit to the Commission for resolution any reasonable credit dispute regarding such deposit, letter of credit, or other guarantee sought by the Company if the EGS believes such a requirement is inappropriately based or assessed.

12.5 Amount of Deposits. The deposit shall be equal to the value of Coordination Services Charges the Company projects the EGS will incur during the next two (2) billing periods based on that EGS's forecasted load obligation.

12.6 Return of Deposits. Upon discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

12.7 Interest on Deposits. The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

12.8 Credit Information. In addition to information required otherwise hereunder, an EGS shall be required to provide to the Company such credit information as the Company requires.

12.9 Purchase of EGS Receivables ("POR") Program. The Company will purchase the account receivables, associated with Basic Electric Supply. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules:

Rate Schedule	ME	PN	PP	WP
Residential Service RS	X	X	X	X
General Service GS-Small	X	X	X	X
General Service GS-Medium	X	X	X	X
Borderline Service	X	X		
Street Lighting Service	X	X		
Street Lighting Service-SV			X	
Street Lighting Service-SVD			X	
Street Lighting Service-SM			X	
Private Outdoor Lighting Service PLS			X	
Ornamental Street Lighting Service	X	X		
Outdoor Lighting Service	X	X		
Municipal Service	X	X		
51-58 and 71				X
GS-V	X	X	X	X

Provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f), the POR will be "non-recourse", except as provided for under Section 12.9(g). To the extent the Company has to provide any consumer protections other than those provided for 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., the costs will be borne by the EGSs. 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. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing would need a DUNs number. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

The Company will purchase receivables only for service rendered on or after June 1, 2011. Receivables for service rendered before June 1, 2011 cannot be used for termination purposes. For Penn Power Rate District.

(a) **Eligibility:** The POR program will be available only for EGSs who employ the Company's Consolidated EDC Billing option. Participation in the Company's POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.

(b) **Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid forty (40) days after invoicing the Customer. The POR payments to EGSs will be subject to the Clawback Provision provided for in Section 12.9(g).

(c) **Termination of Service:** 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 Customers 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.

(d) **Customer Complaints**: The Company will manage bill disputes related to purchased EGS receivables in the same manner as bill disputes related to Default Service, except that the Company will be permitted to suspend payment of the portion of an EGS receivable that is the subject of the formal or informal dispute proceeding before the Commission or an allegation made to the Company by a Customer: (i) that the Customer was placed on EGS service without Customer permission; or (ii) that the Customer's EGS rate is incorrect.

(e) **Dispute Resolution:** To the extent concerns arise regarding the implementation of the provisions of the POR program, the parties shall attempt to resolve such disputes according to the dispute resolution procedures described in Section 18 of this Tariff. Parties also have the right to resolve such disagreements through the PaPUC's dispute resolution process.

(f) **Administrative Fees**: Administrative costs incurred by the Company associated with consumer protections over and above those provided by 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. as currently enacted, will be recovered from EGSs. Details of these costs and the charges derived there from shall be provided to EGSs at least 60 days in advance of the charge being implemented. Each EGS serving the residential and commercial load will receive a monthly bill with their share of the costs; any costs will be amortized over a twelve month period. The bill will be based on each EGS's load weighted share of the total shopping load for the month.

The Company will make its purchase of receivables "non-recourse" but will recover administrative and consumer protection program costs from the EGSs through a charge per EGS bill rendered per month not to exceed $0.15. (PP only)

(g) **Clawback Clause**: The Companies will apply a two-prong test to determine the clawback charge. The first test will identify those participating EGSs whose average percentage of write-offs as a percentage of revenues over the twelve-month period ending August 31st each year exceeds 200% of the average percentage of total EGS write-offs as a percentage of revenues per operating company. The second prong of the test will identify, of those EGSs identified in the first test, EGSs whose average price charged over the same twelve-month period exceeds 150% of the average price-to-compare for the prior 12-month period. For those EGSs identified by both prongs of the test, the annual clawback charge assessed beginning September 2016 and annually thereafter, would be the difference between that EGS's actual write-offs and 200% of the average EGS percentage of write-offs per operating company. The Company will bill the EGS for this charge in accordance with Section 12.2.

(h) **Customer Refunds:** A EGS refund will only be credited through the Companies' billing system after an EGS obtains the consent of a residential customer: (a) who is billed as part of the Companies' POR; and (b) to whom the EGS is willing to issue a refund to resolve a PaPUC formal or informal individual customer complaint; and (c) where the customer has an outstanding arrearage, owed to one of the Companies, that is associated with the dispute that is the subject of the informal or formal PaPUC complaint. The EGS will use good faith efforts to remit the refund directly to the EDC to offset any arrearages on the customer's account associated with the disputed amount. If the customer does not agree to have the refund remitted directly to the EDC, the EGS will remit payment to the customer and encourage the customer to address the outstanding arrearage directly with the EDC.

13. WITHDRAWAL BY EGS FROM RETAIL SERVICE

13.1 Notice of Withdrawal to the Company. An EGS shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the EGS from Competitive Retail Electric Service within a Rate District in a manner consistent with the PaPUC's rulings in Docket No. M-00960890F.0013, and any subsequent applicable PaPUC rulings.

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

13.3 Costs for Noncompliance. An EGS that withdraws from retail service and fails to provide at least ninety (90) days written notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

(a) mailings by the Company to the EGS's Customers to inform them of the withdrawal and their options;

(b) non-standard/manual bill calculation and production performed by the Company;

(c) EGS data transfer responsibilities that must be performed by the Company;

(d) charges or penalties imposed on the Company by PJM or other parties resulting from EGS non-performance; and

(e) any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

14. EGS'S DISCONTINUANCE OF SERVICE TO PARTICULAR CUSTOMERS

14.1 Notice of Discontinuance to the Company. An EGS shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to a Customer in a manner consistent with applicable PaPUC rules, regulation or orders.

14.2 Notice to Customers. An EGS shall provide advanced notice to a Customer of withdrawal by the EGS from provision of Competitive Retail Electric Service to such customer in accordance with the PaPUC's rules, regulations or orders.

14.3 Effective Date of Discontinuance. Any discontinuance of Competitive Retail Electric Service to a Customer will be effective only on a Meter Read Date and in accordance with the EGS switching rules in this Tariff and the EDC Tariff.

15. LIABILITY

15.1 General Limitation on Liability. The Company shall have no duty or liability with respect to Competitive Energy Supply before it is delivered by an EGS to an interconnection point with the PJM Control Area. After its receipt of Competitive Energy Supply at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to those Customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

15.2 Limitation on Liability for Service Interruptions and Variations. The Company does not guarantee continuous, regular and uninterrupted supply of service to an EGS's Customers. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

15.3 Additional Limitations on Liability in Connection with Direct Access. Except as provided in this Tariff, the Company shall have no duty or liability to an EGS providing Competitive Retail Electric Service arising out of or related to a contract or other relationship between an EGS and a Customer of the EGS.

The Company shall implement Customer selection of an EGS consistent with applicable rules of the Commission and this Tariff and shall have no liability to an EGS providing Competitive Retail Electric Service arising out of or related to switching EGSs, unless and to the extent that the Company is negligent in switching or failing to switch a Customer.

16. BREACH OF COORDINATION OBLIGATIONS

16.1 Breach of Obligations. The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Coordination Agreement and this Tariff upon its failure to observe any material term or condition of this Tariff, including any Rule and Regulation or Charge.

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

(a) a breach of any Rule or Regulation of the Tariff;

(b) an EGS's failure to maintain its license or certification as an Electric Generation Supplier or electricity supplier from the PaPUC or registration with the Company;

(c) an EGS's failure to make payment of any undisputed Coordination Services Charges in the time prescribed;

(d) an EGS's failure to make payment of an undisputed charged billed by PJM relative to the PJM Tariff;

(e) the involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the EGS; or

(f) an EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

16.3 Cure and Default. If either the Company or an EGS materially breaches any of its Coordination Obligations (hereinafter the "Breaching Party"), the other party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure.

16.3.1 Met-Ed, Penelec and Penn Power The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Tariff and the Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within thirty (30) days and the Breaching Party does not commence action to cure the breach within that period and thereafter diligently pursues such action to completion, providing that in no account shall the cure period exceed ninety (90) days.

16.3.2 West Penn. The Breaching Party shall be deemed to be in Default of its obligations under the EGS Tariff and the Individual Coordination Agreement if: (a) it fails to cure its breach within five (5) days after its receipt of such notice; or (b) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

16.4 Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the party not in Default shall be entitled to (i) commence an action to require the party in Default to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (ii) exercise such other rights and remedies as it may have in equity or at law.

Upon the occurrence of any such Default, the Company may, at any time, declare any amount owing to be immediately due and payable. Such amount will thereupon be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the EGS. In case any one or more of the Events of Breach shall happen and be continuing, the Company may proceed to protect and enforce its rights by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Tariff or in aid of the exercise of any power granted in this Tariff or may proceed to enforce any other legal right which the Company may have, all of which it hereby expressly reserves.

16.5 Rights, Remedies, or Powers. All rights, remedies, or powers hereby conferred upon the Company will, to the extent not prohibited by law, be deemed cumulative and not exclusive of any other thereof, or any other rights, remedies or powers available to the Company. No delay or omission of the Company to exercise any right, remedy, or power will impair any such right, remedy or power or will be construed to be a waiver of an Event of Breach or an acquiescence therein. Any right, remedy or power conferred upon the Company hereunder may be exercised from time to time, independently or concurrently, and as often as it shall deem expedient. No waiver of any Event of Breach by the Company will extend to or will affect any subsequent Event of Breach or. No single or partial exercise of any right, remedy or power by the Company will preclude further exercise thereof by the Company. Acceptance by the Company of partial payments will not constitute a waiver by the Company of any rights or remedies the Company may otherwise have.

17. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT

17.1 Termination. A Coordination Agreement will or may be terminated as follows:

(a) **Withdrawal of the EGS from Retail Service.** In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the applicable Rate District, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active Customers.

(b) **The Company's Termination Rights Upon Default by EGS.** In the event of a Default by the EGS, the Company may terminate the Coordination Agreement between the EGS and the Company by providing written notice to the EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.

17.2 Effect of Termination. Termination of Coordination Agreements will have the same effect on an EGS's Customers as the EGS's discontinuance of supply to such Customers. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Default Service (as stated in the EDC Tariff) pending the Customer's selection of another EGS.

17.3 Survival of Obligations. Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or an EGS of any obligation accrued or accruing prior to such termination.

18. ALTERNATIVE DISPUTE RESOLUTION

18.1 Informal Resolution of Disputes. The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff and/or the conduct of Coordination Activities hereunder. The EGS's point of contact for all information, operations, questions, and problems regarding Coordination Activities shall be the Company's Supplier Support Group.

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

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

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

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

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

(b) the proportionate share of the cost of the single arbitrator jointly chosen by the parties.

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

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

19. MISCELLANEOUS

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

19.2 No Prejudice of Rights. The failure by either the Company or the EGS to enforce any of the terms of this Tariff or any individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.

19.3 Assignment.

19.3.1 An individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (a) any necessary regulatory approval and (b) the prior written consent of the other party, which consent shall not be unreasonably withheld.

19.3.2 Any assignment occurring in accordance with Rule 19.3.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Coordination Agreement.

19.4 Governing Law. To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Coordination Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff or any Coordination Agreement, and the performance of the parties' obligations hereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

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

19.5 Tax Indemnification. 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 EGS, the non-compliant EGS shall indemnify and hold harmless the Company for the full amount of additional state tax liability, including penalties or additional assessments, 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.

TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY/APPLICABILITY

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a licensed EGS in connection with questions raised, and research requests, by the EGS in support of its energy supply business. The Company is under no obligation to provide any such support and assistance, with the exception of the services described in the "Conditions" section below. Such support and assistance for which the charge applies is categorized in three general areas:

1. Explanation of the Company's communications related to information posted to the website and /or sent via the Supplier Support e-mail address;

2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and

3. Explanation and definition of the Company's filings, PaPUC rulings and FERC orders.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with an EGS inquiry.

CHARGE

$53.00 per hour and billed in one minute intervals.

CONDITIONS

There will be no time recorded against an EGS in connection with inquiries covering required business interactions, specifically:

1. Load profiling and Energy scheduling;
2. Standard automated processing of EGS data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by the Company via NAESB, other Internet address and the Company's website

COORDINATION AGREEMENT

1.0 This Coordination Agreement ("Agreement"), dated as of _____ _____ is entered into, by and between FirstEnergy Pennsylvania Electric Company (the "Company")

and _____ (Electric Generation Supplier or "EGS") for the selected Rate District (s) below:

Rate District	**Select**
Met-Ed	
Penelec	
Penn Power	
West Penn	

2.0. The Company agrees to supply, and the EGS agrees to have the Company supply for the applicable Rate District, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff ("Tariff"). Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the applicable Rate District .

3.0 Representations and Warranties.

(a) The EGS hereby represents, warrants and covenants as follows:

(i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM Tariff, and/or any PJM-related FERC orders that are applicable to the EGS's serving Customers located in the FirstEnergy System; and

(ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.

(b) The Company and the EGS, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

(ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the Tariff.

6.0 Coordination Services between the Company and the EGS will commence on

_____.

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To FIRSTENERGY/ FirstEnergy Pennsylvania Electric Company:

Supervisor, Supplier Services
FirstEnergy- FirstEnergy Pennsylvania Electric Company
76 S. Main Street
Akron OH, 44308
Phone (330) 761-4348 Fax (330) 315-8664

To the EGS:

_____

_____

_____

_____

Telephone: _____

Facsimile: _____

8.0 The Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Tariff.

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

FirstEnergy Pennsylvania Electric Company

By: _____
Signature

_____
Print or Type Name

_____ _____
Title Date

_____
EGS COMPANY NAME

By:_____
Signature

_____
Print or Type Name

_____ _____
Title Date

Scheduling Coordinator Designation Form

All scheduling must follow PJM's procedures.

APPENDIX A

Responsibilities for PJM Billing Line Items as Defined Applicable PJM Agreement or Manual

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
1100	Network Integration Transmission Service		X
1102	Network Integration Transmission Service (exempt)		X
1104	Network Integration Transmission Service Offset		X
1108	Transmission Enhancement	X	
1110	Direct Assignment Facilities		X
1115	Transmission Enhancement Settlement (EL05-121-009)	X	
1120	Other Supporting Facilities		X
1130	Firm Point-to-Point Transmission Service		X
1133	Firm Point-to-Point Transmission Service Resale Charge		X
1140	Non-Firm Point-to-Point Transmission Service		X
1143	Non-Firm Point-to-Point Transmission Service Resale Charge		X
1200	Day-ahead Spot Market Energy		X
1205	Balancing Spot Market Energy		X
1210	Day-ahead Transmission Congestion		X
1215	Balancing Transmission Congestion		X
1218	Planning Period Congestion Uplift		X
1220	Day-ahead Transmission Losses		X
1225	Balancing Transmission Losses		X
1230	Inadvertent Interchange		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
1240	Day-ahead Economic Load Response		X
1241	Real-time Economic Load Response		X
1245	Emergency Load Response		X
1250	Meter Error Correction		X
1260	Emergency Energy		X
1301	PJM Scheduling, System Control and Dispatch Service – Control Area Administration		X
1302	PJM Scheduling, System Control and Dispatch Service – FTR Administration		X
1303	PJM Scheduling, System Control and Dispatch Service –Market Support		X
1304	PJM Scheduling, System Control and Dispatch Service – Regulation Market Administration		X
1305	PJM Scheduling, System Control and Dispatch Service – Capacity Resource/Obligation Mgmt.		X
1306	PJM Scheduling, System Control and Dispatch Service – Advanced Second Control Center		X
1308	PJM Scheduling, System Control and Dispatch Service Refund – Control Area Administration		X
1309	PJM Scheduling, System Control and Dispatch Service Refund – FTR Administration		X
1310	PJM Scheduling, System Control and Dispatch Service Refund – Market Support		X
1311	PJM Scheduling, System Control and Dispatch Service Refund –Regulation Market Administration		X
1312	PJM Scheduling, System Control and Dispatch Service Refund – Capacity Resource/Obligation Mgmt.		X
1314	Market Monitoring Unit (MMU) Funding		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
1315	FERC Annual Charge Recovery		X
1316	Organization of PJM States, Inc. (OPSI) Funding		X
1317	North American Electric Reliability Corporation (NERC)		X
1318	Reliability First Corporation (RFC)		X
1320	Transmission Owner Scheduling, System Control and Dispatch Service		X
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service		X
1340	Regulation and Frequency Response Service		X
1350	Energy Imbalance Service		X
1360	Synchronized Reserve		X
1365	Day-ahead Scheduling Reserve		X
1370	Day-ahead Operating Reserve		X
1371	Day-ahead Operating Reserve for Load Response		X
1375	Balancing Operating Reserve		X
1376	Balancing Operating Reserve for Load Response		X
1377	Synchronous Condensing		X
1378	Reactive Services		X
1380	Black Start Service		X
1400	Load Reconciliation for Spot Market Energy		X
1410	Load Reconciliation for Transmission Congestion		X
1420	Load Reconciliation for Transmission Losses		X
1430	Load Reconciliation for Inadvertent Interchange		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
1440	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service		X
1441	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund		X
1445	Load Reconciliation for FERC Annual Charge Recovery		X
1446	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding		X
1447	Load Reconciliation for North American Electric Reliability Corporation (NERC)		X
1448	Load Reconciliation for Reliability First Corporation (RFC)		X
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service		X
1460	Load Reconciliation for Regulation and Frequency Response Service		X
1470	Load Reconciliation for Synchronized Reserve		X
1475	DASR Load Reconciliation		X
1478	Load Reconciliation for Operating Reserve		X
1480	Load Reconciliation for Synchronous Condensing		X
1490	Load Reconciliation for Reactive Services		X
1500	Financial Transmission Rights Auction		X
1600	RPM Auction		X
1610	Locational Reliability		X
1650	Non-Unit Specific Capacity Transaction		X
1660	Demand Resource and ILR Compliance Penalty		X
1661	Capacity Resource Deficiency		X
1662	Generation Resource Rating Test Failure		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
1663	Qualifying Transmission Upgrade Compliance Penalty		X
1664	Peak Season Maintenance Compliance Penalty		X
1665	Peak-Hour Period Availability		X
1710	PJM/MISO Seams Elimination Cost Assignment		X
1720	RTO Start-up Cost Recovery		X
1730	Expansion Cost Recovery	X	
1900	Unscheduled Transmission Service		X
1910	Ramapo Phase Angle Regulators		X
1920	Station Power		X
1930	Generation Deactivation and RMR Generating Unit Declarations Before July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket Nos. (ME) P-2013-2391368, (PN) P-2013-2391372, (PP) P-2013-2391375, (WP) P-2013-2391378		X
1930	Generation Deactivation and RMR Generating Unit Declarations After July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket Nos.(ME) P-2013-2391368, (PN) P-2013-2391372, (PP) P-2013-2391375, (WP) P-2013-2391378	X	
1950	Virginia Retail Administrative Fee		X
1980	Miscellaneous Bilateral		X
1995	PJM Annual Membership Fee		X
2100	Network Integration Transmission Service		X
2102	Network Integration Transmission Service (exempt)		X
2104	Network Integration Transmission Service Offset		X
2106	Non-Zone Network Integration Transmission Service		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
2108	Transmission Enhancement	X	
2110	Direct Assignment Facilities		X
2120	Other Supporting Facilities		X
2130	Firm Point-to-Point Transmission Service		X
2132	Internal Firm Point-to-Point Transmission Service		X
2133	Firm Point-to-Point Transmission Service Resale Credit		X
2140	Non-Firm Point-to-Point Transmission Service		X
2142	Internal Non-Firm Point-to-Point Transmission Service		X
2143	Non-Firm Point-to-Point Transmission Service Resale Credit		X
2210	Transmission Congestion		X
2217	Planning Period Excess Congestion		X
2218	Planning Period Congestion Uplift		X
2220	Transmission Losses		X
2240	Day-ahead Economic Load Response		X
2241	Real-time Economic Load Response		X
2245	Emergency Load Response		X
2260	Emergency Energy		X
2320	Transmission Owner Scheduling, System Control and Dispatch Service		X
2330	Reactive Supply and Voltage Control from Generation and Other Sources Service		X
2340	Regulation and Frequency Response Service		X
2350	Energy Imbalance Service		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
2360	Synchronized Reserve		X
2365	Day-ahead Scheduling Reserve		X
2370	Day-ahead Operating Reserve		X
2371	Day-ahead Operating Reserve for Load Response		X
2375	Balancing Operating Reserve		X
2376	Balancing Operating Reserve for Load Response		X
2377	Synchronous Condensing		X
2378	Reactive Services		X
2380	Black Start Service		X
2420	Load Reconciliation for Transmission Losses		X
2500	Financial Transmission Rights Auction		X
2510	Auction Revenue Rights		X
2600	RPM Auction		X
2620	Interruptible Load for Reliability		X
2630	Capacity Transfer Rights		X
2640	Incremental Capacity Transfer Rights		X
2650	Non-Unit Specific Capacity Transaction		X
2660	Demand Resource and ILR Compliance Penalty		X
2661	Capacity Deficiency Resource		X
2662	Generation Resource Rating Test Failure		X
2663	Qualifying Transmission Upgrade Compliance Penalty		X

Charge ID #	PJM Billing Statement Line Items	Responsible Party **	
		EDC	EGS
2664	Peak Season Maintenance Compliance Penalty		X
2665	Peak-Hour Period Availability		X
2710	PJM/MISO Seams Elimination Cost Assignment		X
2720	RTO Start-up Cost Recovery		X
2730	Expansion Cost Recovery	X	
2910	Ramapo Phase Angle Regulators		X
2930	Generation Deactivation and RMR Generating Unit Declarations Before July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket Nos. (ME) P-2013-2391368, (PN) P-2013-2391372, (PP) P-2013-2391375, (WP) P-2013-2391378		X
2930	Generation Deactivation and RMR Generating Unit Declarations After July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket Nos. (ME) P-2013-2391368, (PN)P-2013-2391372, (PP) P-2013-2391375, (WP) P-2013-2391378	X	
2950	Virginia Retail Administrative Fee		X
2980	Miscellaneous Bilateral		X
2996	Annual PJM Cell Tower		X
2997	Annual PJM Building Rent		X

** Any PJM fees or charges not specifically identified as being the responsibility of the EDC shall be the responsibility of the EGS. Line Items 2100, 2102, and 2104 are Transmission Owner Revenues.

JOINT APPLICANTS

EXHIBIT JMS-10

FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY

Third Party Data Access Tariff

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: XX XX, XXXX

Effective: XX XX, XXXX

Samuel L. Belcher, President

NOTICE

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HOW TO USE LOOSE-LEAF TARIFF

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

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Aggregated Customer Data – information pertaining to retail customers that has been (a) assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information, and (b) subjected to analysis functions to develop summation average or other analytical statistics, or both, for specific groups of retail customers in a manner that precludes the determination of the individual identities of the retail customer to which such information pertains.

Anonymous Customer Data – information pertaining to retail customers that has been assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information.

AMI Interval Data – electric demand and energy usage that are measured over specific consistent incremental time periods by advanced metering infrastructure ("AMI") metering facilities provided by the Company at a retail customer's premises and that may or may not be subject to the Company's validation, editing, and estimation ("VEE") processes or directly used for the purposes of determining the amounts owed by such retail customer for electric services.

Charges – all charges stated in the "Charges" section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for service performed hereunder.

Company – FirstEnergy Pennsylvania Electric Company.

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

Conservation Service Provider – an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership, or other affiliated interest with an electric distribution company (66 Pa.C.S. § 2806.1.(m)).

Curtailment Service Provider – a PJM member or a special member, which action on behalf of itself or one or more other members or non-members, participates in the PJM Interchange Energy Market, Ancillary Services markets, Reliability Pricing Model, or any combination thereof by causing a reduction in demand.

Customer – a retail electric customer as defined in the Competition Act.

Definitions (Continued)

Customer Data – information pertaining to retail customers, including AMI Interval Data and customer account information, such as customer address, contact information, payment history, account number, and amount billed.

Electric Distribution Company (or "EDC") – shall have the meaning set forth in the Competition Act.

EDC Tariff – the Company's current PaPUC approved Electric Service Tariff.

Electric Generation Supplier – any person, corporation, or other entity that has received a certification from the Commission that it is eligible and licensed to supply electric energy, capacity, transmission, and ancillary services to Customers in the Company's service territory under and pursuant to the Competition Act.

Electronic Data Interchange ("EDI") – guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

FERC – the Federal Energy Regulatory Commission.

FirstEnergy Corp. ("FirstEnergy") – the parent company of FirstEnergy Pennsylvania Electric Company.

Market Participant – has the same meaning as set forth in the PJM Tariff.

PaPUC (or "Commission") – the Pennsylvania Public Utility Commission.

PJM – the regional transmission organization operated by PJM Interconnection, L.L.C., or its successor.

PJM Tariff – the PJM Open Access Transmission Tariff, including schedules and exhibits.

Rate District – Met-Ed ("ME"), Penelec ("PN"), Penn Power ("PP") or West Penn ("WP").

Tariff – Third-Party Data Access Tariff.

Third Party – a Conservation Service Provider or a Curtailment Service Provider.

RULES AND REGULATIONS

1. THE TARIFF

1.1 **Filing and Posting.** A copy of this Tariff is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours. A copy of this Tariff is available at the Company's website www.firstenergycorp.com.

1.2 **Revisions.** Subject to Section 2.3, this Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.

1.3 **Application.** The Tariff provisions apply to all Third Parties seeking to obtain Customer Data pertaining to Customers located in the Company's service territory. The obligations and charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent provision or receipt of service in addition to any other remedies available to the Company.

1.4 **Statement by Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

2. SCOPE AND PURPOSE OF TARIFF

2.1 Scope and Purpose of Tariff. This Tariff defines the circumstances and terms and conditions under which the Company provides or makes available retail Customer Data to a Third Party.

2.2 Relationship of the Company, Customer, and Third Party. The Company provides electric service to a Customer in accordance with the EDC Tariff. Through the course of providing this service the Company obtains, compiles, and stores Customer Data.

2.2.1 A Third Party must be authorized by a Customer to obtain data specific to such Customer from the Company. The Company must provide or make available, or both, such data to such Third Party subject to the terms, conditions, and limitations set forth in this Tariff.

2.2.2 The Company is not a party to the manner in which data are utilized by a Third Party and is not bound by any term, condition, or provision of any program or process employed by a Third Party in its utilization of such data. Any contractual arrangement to which a Third Party and Customer are parties is not part of this Tariff or the EDC Tariff. The Company is not a party to any such contractual arrangement between a Third Party and a Customer and is not bound by any term, condition, or provision of such an agreement.

2.2.3 A Third Party is not an agent of the Company. A Third Party has no authority to enter into any agreement on behalf of the Company; to amend, modify, or alter any of the Company's tariffs, contracts, or procedures; or to bind the Company by making any promises, representations, or omissions.

2.2.4 A Third Party has no authority to enter into any agreement pertaining to a Customer's electric service on behalf of such Customer or to modify or alter any such agreement on behalf of the Customer, or to bind the Customer by making any promises, representations, or omissions pertaining to such agreement.

2.3 FERC Jurisdictional Matters. The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), as amended, or any rule, regulation, order, or determination of FERC under the FPA, then such FERC rule, regulation, order, or determination of the FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order, or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

3. COMMENCEMENT OF SERVICE

3.1 **Prerequisites of Service.** Before commencing service hereunder, a Third Party must comply with the following prerequisites of service.

3.1.1 A Third Party must submit a completed registration form to the Company that acknowledges and accepts the Terms of Service set forth in Section 4 of this Tariff.

3.1.2 A Third Party must demonstrate that it can meet all applicable continuing obligations described in Section 4 of this Tariff.

3.1.3 A Third Party must have and demonstrate through the completion of any applicable Company testing program the ability to electronically access or retrieve, or both, data the Company provides or makes available, or both, in accordance with the Company's practices, procedures, and systems employed to provide or make available, or both, such data.

3.2 **Incomplete Registrations.** In the event the Third Party submits an incomplete registration, the Company shall provide written notice to the Third Party of the registration's deficiencies within five (5) business days after the date of service of the registration. The Company will not process an incomplete application until the Third Party corrects the deficiencies and delivers a completed registration to the Company.

3.3 **Commencement of Service.** Service hereunder shall commence within five (5) business days after the Company's acceptance of Third Party's complete registration provided that all of the information necessary for the Company to provide service hereunder has been submitted to the Company and any conditions established under Section 3 have been satisfied by the Third Party.

4. TERMS OF SERVICE

4.1 Third Party Continuing Obligations. The Third Party must continue to abide by the prerequisites of service of this Tariff, as applicable. In order to access or retrieve, or both, data specific to a Customer, the Third Party must accept the following terms of service:

(a) The Third Party must obtain and maintain appropriate authorization from the Customer to access or retrieve, or both, data specific to the Customer, with such authorization documented in writing or electronically using the standard form set forth in Appendix B. If an authorization obtained by a Third Party from a Customer that allows such Third Party to access or retrieve, or both, data specific to such Customer expires or is revoked for any reason, the Third Party must no longer request access to or retrieve, or both, such data.

(b) The Third Party will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules.

(c) The Third Party acknowledges that any data specific to a Customer that it accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes.

(d) The Third Party agrees that data specific to a Customer must not be sold or licensed to any other entity for any purpose.

(e) The Third Party agrees to indemnify, defend, and hold harmless the Company from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of such Third Party in connection with the performance of its obligations under this Tariff, (ii) such Third Party's use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by a Third Party of its representations and promises.

4.2 Disclosure of Information Without Customer Authorization. Customer authorization is not required for a Third Party to access or retrieve, or both, Aggregated Customer Data or Anonymous Customer Data, or both, as described in Section 5 of this Tariff.

4.3 Company Continuing Obligations. For a situation in which the Company must provide or make available, or both, to a Third Party data specific to a Customer as described in Section 5.1.1 of this Tariff, such data must be provided or made available, or both, within one business day after the Company determines the data are available for the Customer, provided the Third Party is in compliance with applicable provisions in Section 3.1 of this Tariff and submits a request for such data prior to 5:00 p.m. Eastern Prevailing Time on the previous business day. The Company is not required to provide or make available, or both, revisions to data after such data are provided or made available, or both, to a Third Party in accordance with the provisions of this Tariff. In the event a Customer notifies the Company that a Third Party's authorization to access data specific to such Customer is terminated or revoked, the Company must terminate such Third Party's

further access to Customer Data under this Tariff within 5 business days after receiving such notification from the Customer.

4.4 **Charges.** As applicable, charges are assessed by the Company for data provided or made available, or both, to such Third Party in accordance with the provisions of Section 5.2 of this Tariff. With respect to each request to access or retrieve, or both, Customer Data that is not available through standard automated processes, the Company will assess the requesting Third Party a charge of $53 per hour, which will be billed by the Company in one-minute intervals.

5. DATA REQUEST AND RELEASE PROCESS

5.1 Data Options. A Third Party may access Customer Data in accordance with one or more of the following options, as applicable, provided such Third Party complies with applicable provisions in Section 4.1.

5.1.1 Individual Customer Data. As authorized by a Customer, a Third Party may access the data that is available for such Customer, including, but not limited to, usage for up to twelve consecutive months, load profile, rate class, peak load contribution, and network system peak load, via EDI or through a secure portion of the Company's website.

5.1.2 Aggregated and Anonymous Customer Data. A Third Party may request access to Aggregated Customer Data and Anonymous Customer Data as described in Section 5.2.

5.2 Requests for Aggregated and Anonymous Customer Data. A Third Party requesting Aggregated or Anonymous, or both, Customer Data will do so by submitting to the Company a data request through a secure portion of the Company's website that contains fields for the following information:

(a) Name, address, phone, and email address of the Third Party requesting the data;

(b) A description of the data requested and to be released;

(c) A statement of the purpose for which the data will be used by the Third Party; and

(d) A description of the time period for the data to be disclosed (e.g., twelve months of historical data).

5.3 Company Response to Requests for Aggregated and Anonymous Customer Data. Following the submission of a request for data by a Third Party in accordance with Section 5.2 of this Tariff, the Company will:

(a) Confirm receipt of the request within three business days of receiving a request for data from a Third Party;

(b) Respond within three business days of receiving a request for data from a Third Party as to whether any additional information is required for the Company to process the request;

(c) Inform Third Party within ten business days of receiving a completed request for data as to whether it is able to grant the request and provide a proposed schedule for providing the requested data. If the Company responds that it cannot grant access to the requested data, it will provide specific reasons for why it cannot provide the data or offer other options for providing data access; an

(d) Notify the requesting Third Party of the data transmission and security requirements.

5.4 Standardized Data Output and Delivery. All data outputs will be in standard formats. Data will be accessible in specified formats such as XML or other agreed-upon formats. The Company will provide data through EDI or on a secure server on the Company's website where the requestor will retrieve it.

6. CONFIDENTIALITY OF INFORMATION

6.1 **Generally.** All confidential or proprietary information made available by one party to the other in connection with the registration by a Third Party with the Company or the subsequent provision and receipt of Customer Data under this Tariff, or both, including, but not limited to, information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company receiving or providing Customer Data hereunder. Other than disclosures to representatives of the Company or Third Party for the purposes of enabling that party to fulfill its obligations under this Tariff, a party may not disclose confidential or proprietary information without the prior authorization or consent, or both, of the other party.

6.2 **Customer Information.** The Third Party shall keep all Customer Data supplied by the Company confidential unless the Third Party has the Customer's written authorization to do otherwise.

7. PAYMENT AND BILLING

7.1 Third Party Payment of Obligations to the Company. A Third Party shall pay all Charges it incurs hereunder in accordance with the following provisions:

7.1.1 Billing Procedure. Each month, the Company shall submit an invoice to the Third Party reflecting all of the Charges assessed to it by the Company for all of the services provided to Third Party under this Tariff during the applicable billing period. The invoice may be transmitted to the Third Party by any reasonable method requested by the Third Party. A Third Party shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) banking days from the date of transmittal of the bill.

7.1.2 Manner of Payment. The Third Party shall remit payment to the Company by wire transfer to a bank designated in Section 7.1.3 of this Tariff. If disputes arise regarding a Third Party bill, the Third Party must pay the undisputed portion of disputed bills under investigation.

7.1.3 Wire Transfer. Payment to the Company by the Third Party must be made by electronic wire transfer or such other means as will cause payment to be available for use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

7.1.4 Late Fee for Unpaid Balances. If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be two percent (2%) per month of the unpaid balance.

8. LIABILITY

8.1 Limitations on Liability. The Company is not liable for any act, omission, promise, or representation of any Third Party. To the extent that the Company receives a properly submitted request for applicable Customer Data and acts in accordance with the provisions of this Tariff, the Company is not liable for any conflict such actions may cause between a Third Party and a Customer. Although data provided or made available, or both, in accordance with the provision of this Tariff and produced and processed via Company systems and sources is considered to be reliable by the Company, no warranty expressed or implied is made regarding the accuracy adequacy, completeness, legality, reliability, or usefulness of any such data and applies to both the isolated and aggregated use of such data. The Company provides or makes available, or both, such data on an "as is" basis. All warranties of any kind expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination or corruption of any kind, and noninfringement of proprietary rights are disclaimed.

9. TERMINATION OF SERVICE

9.1 Termination. A Third Party has the right to terminate service hereunder at any time, upon notification to the Company.

The Company will terminate service permanently to a Third Party who fails to abide by the provisions set forth in the Third Party Continuing Obligations section of this Tariff (i.e., Section 4.1).

Also, the Company has the right to terminate service hereunder to a Third Party if:

(a) The Third Party fails to make timely payments to the Company, as required by Section 7 of this Tariff, to access or retrieve, or both, data provided to or made available to, or both, such Third Party in accordance with the provisions of this Tariff; or

(b) The Third Party is determined by the PaPUC or applicable court of law to be responsible for fraudulent representation or activity in association with this Tariff, which includes, but is not limited to, the unauthorized access or retrieval, or both, of Customer Data;

9.2 Survival of Obligations. Termination of service hereunder for any reason shall not relieve the Company or a Third Party of any obligation accrued or accruing prior to such termination.

10. ALTERNATIVE DISPUTE RESOLUTION

10.1 Informal Resolution of Disputes. The Company and Third Party shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff or the conduct of activities, or both, hereunder. The Third Party's point of contact for all information, operations, questions, and problems under this Tariff shall be the Company's Customer Data Access Group.

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

10.3 External Arbitration Procedures. The arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. The arbitrator(s) chosen shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

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

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

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

(b) the proportionate share of the cost of the single arbitrator jointly chosen by the parties.

10.6 Rights Under the FPA. Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the FPA.

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

11. MISCELLANEOUS

11.1 Notices. Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the Third Party at the address or email provided to the Company in its completed registration form and to the Company at the address on the first page of this Tariff or the email stated on the secure portion of the Company's website dedicated to requests for Customer Data. If given by electronic transmission, notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Third Party may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

11.2 No Prejudice of Rights. The failure by either the Company or the Third Party to enforce any of the terms of this Tariff shall not be deemed a waiver of the right of either to do so.

11.3 Governing Law. To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment, and termination of this Tariff shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff, and the performance of the parties' obligations hereunder, are subject to and contingent upon (i) present and future local, state, and federal laws and (ii) present and future regulations or orders of any local, state, or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff, FERC, the PaPUC, or a court of competent jurisdiction issues an order under which a party hereto believes that its rights or interests, or both, under the Tariff are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights or interests. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue.

Appendix A

DATA ACCESS REGISTRATION FORM

Name of Registrant:	D&B DUNS Number:
Please state whether Registrant is a Curtailment Service Provider or Conservation Service Provider :	Years in Business: URL for Registrant's Website:
Contact Name:	Title:
E-mail:	Phone:
Address: City:	State: Zip Code:

To obtain or retrieve, or both, Customer Data maintained by FirstEnergy Pennsylvania Electric Company _____("Company"), Registrant must submit electronic requests via the secure portal available at www.firstenergy.com/_____ For the specific Rate District: ☐Met-Ed ☐ Penelec ☐ Penn Power ☐ West Penn. Following submission of this completed registration form, the Company will provide Registrant a username and password to access the portal.

The submission of this Registration Form to PA COM shall constitute the Registrant's acknowledgement and acceptance of all the terms, conditions, and requirements of the Third-Party Data Access Tariff approved by the Pennsylvania Public Utility Commission (the "Commission" or "PUC") at Docket Nos. P-2021-_____ et al. (the "Tariff").

By sending an electronic request for Customer Data to PA COM, Registrant represents and warrants that:

1. Registrant has obtained valid and appropriate customer authorization to access or retrieve, or both, data specific to such customer.
2. Registrant will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules.
3. Any customer-specific data that Registrant accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes.
4. Any data specific to a Customer must not be sold or licensed to any other entity for any purpose.
5. Registrant agrees to indemnify, defend, and hold the Company harmless from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of Registrant in connection with the performance of its obligations under the Tariff, (ii) Registrant's use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by Registrant of its representations and promises.

The undersigned represents and warrants that they have the authority to act on behalf of and to bind Registrant to perform the terms and conditions set forth herein.

Signature of Authorized Representative:	Date:
Name:	Title:

Appendix B
CUSTOMER AUTHORIZATION FORM

FirstEnergy

Customer Letter of Authorization Form

(please complete one copy of this form for each electric distribution company)

We hereby authorize _____ to act on our behalf to secure historical electric usage information on an ongoing basis for the purpose of evaluating historical energy usage patterns and other relevant information for the provision of energy related services. This authorization will remain in effect for twenty-four (24) months or until we provide _____ with thirty (30) days advance written notice of termination of the authorization whichever is earlier. _____ will treat all historical electric usage information obtained under this authorization as confidential information.

This form must be completed in its entirety and signed by the customer of record or by someone who has power of attorney or other legal right to sign the customer's name on their behalf.

SIGNED DATE

PRINT NAME

TITLE

PHONE FAX EMAIL

CUSTOMER LEGAL ENTITY NAME

ADDRESS

ELECTRIC DISTRIBUTION COMPANY NAME

20-DIGIT CUSTOMER NUMBER(S) (AS SHOWN ON PAGE 3 OF LATEST BILL)

PLEASE ATTACH CUSTOMER NUMBERS OR INCLUDE ELECTRONIC LIST IF REQUESTING MORE THAN 5 ACCOUNTS

Return this completed form and one utility bill for each electric distribution company account to your account representative at _____.

Curtailment Service Providers and Conservation Service Providers (Pennsylvania only) should return completed Customer Letter of Authorization forms to csprequests@firstenergycorp.com

Revised: 04/2022

JOINT APPLICANTS

EXHIBIT JMS-11

Retail Tariff Rules and Regulations

Item	Revisions
General Application	
Definitions	Residential, Commercial and Industrial Customer Class Definitions updated to include applicable class rate schedules for all rate districts Company changed to PA Consolidation Distribution Line updated to include all voltages by rate district Rider Charges updated to address all rate districts Hourly Pricing Service Charge updated to include applicable rate schedules On-Peak Hours updated to include applicable hours for all rate districts Price to Compare Default Service Charge changed "company" to rate district Public Right of Way added "along" Added the term and definition of Rate District Transmission Voltage updated to include the applicable voltages for each rate district
Rule 4	4a. (1) Non-Spec, First sentence modified, added "overhead" and changed span from 180 feet to 250 feet. As used in this Rule 4, an overhead span of conductor is approximately equal to 250 feet. Second sentence, change on Public Right-of-Way to along Public Right-of-Way (2) Underground, Second Paragraph, added "providing" to the following sentence - ...associated with providing the Line Extension... Added the following sentence - This includes, but is not limited to, cost associated with addressing suitability and availability of existing facilities. (3) Speculative, First Sentence, changed "guarantee of revenue" to revenue guarantee to align with terminology in paragraph c. Relocations, added subsections - (1)Pole Removal or Relocation for Residential Customers (2)Relocation of, or Modification to, Company Facilities for Non-Residential Customers Also added this sentence under 2. When requested or required by the action of a customer or a third party, relocation of Company facilities, except those covered under Section a of this Rule, the Company... Deleted the last paragraph to align with regulations- 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.
Rule 6	Removed: 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. Inserted: The Company will not connect or furnish electric service to or for completed construction, addition, alteration, repair of a building, electric service upgrade or electric service disconnected for greater than twelve months unless a written certificate of approval, satisfactory to the Company, has been received from a competent inspection agency authorized to perform this service in the specific locality in which service is to be provided.
Rule 7	Removed the first sentence as it is stated in Rule 8, and the beginning of the second sentence: "The Company , owns, maintains, furnishes and installs the meters, unless otherwise allowed by the Commission. In addition,"

Retail Tariff Rules and Regulations

Item	Revisions
Rule 8	ME, PN, PP, WP - Removed as no longer relevant due to smart meter implementation (fees vary by co): 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 $xxx.xx for a single phase PTP smart meter and $xxx.xx 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 $xx.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 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.
Rule 10	Grandfathered Meters, Removed existing Riders at ME and PN. PP - Removed: The Company will provide upon request a list of available qualified advanced meters as approved by the Commission from time to time. The list and incremental costs are also available on the Commission's web page at http://puc.paonline.com WP - Removed: 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. Updated ME, PN, PP, & WP to language similar to PP language regarding qualified advanced meters. See Retail Tariff Riders, "GF ADV M" for more information.To address grandfathered meters, added: The Company's grandfathered advanced meters, meter-related devices or networks are contained in the Pennsylvania Public Utility Commission's Advanced Meter Catalog. Rule 10. a.1 - Adopted this language for all four companies, ME, PN and WP were consistent - The Company reserves the right to read meters in all or any part of its service area on **bi-monthly schedules** for residential customers consistent with Chapter 56 of the Commission's regulations, and quarterly for other rate classes, and to render standard bills for the recorded use of service based upon the time interval between meter readings. PP language - The Company reserves the right to read meters in all or any part of its service area on **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. Rule 10. b. 1. Adopted this language for all four companies - The Company will accept Customer-supplied meter readings in lieu of an estimated meter reading by telephone or through the Company's internet website. If the Customer-supplied reading is received by the Company within the timeframe prescribed on the customer's monthly bill, the charges for such month will be computed from the Customer-supplied meter reading instead of by estimate. Eliminated this language for ME and PN - or upon request, the Company shall provide to a Customer preaddressed postcards upon which the Customer can mark its meter readings and mail it to the Company. PP stated Customers may pay their own estimate. WP stated Phone or Website. Elimimnated the following language for PP - 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.
Rule 12	Added the applicable fees for all four companies.

Riders

Item	Revisions
Retail Tariff STAS	Updated to add "State" and added ("STAS") Added PSU Rate District
TCJA	Added PSU Rate District
EMEC	
Net Metering	
USC	
COGen	Updated Zones in A (2) to include all zones for ME/PN/PP/WP
EE&C	Added PSU Rate District
Renew	P1 - Updated applicability to highlight only for Met-Ed and Penelec P2 - Updated Zone statement to cover the Met-Ed or the Penelec zones.
SMT	P1 Updated first paragraph to combine price verbage for to include all 4 rate zones. P2 Made 2 formula lines to ensure difference between ACCC and CCBD is maintained Added PSU Rate District
TOU	Updated Hours section from to match DSP VI Hours and combined hours and power factors into a single chart
SPVRC	P2/3 Moved definition of "Excluded Sales" out of "S" on P2 to stand alone definiton on P3
DSIC	P5 updated Customer classes to highlight exclusions by rate schedule per rate district Added PSU Rate District
DSS	Added PSU Rate District
GF ADV M	ME & PN: Had this as an individual rider. WP: Had the advanced meter chart in Rule 8. PN: Has a reference in Rule 8 to the Advanced Meter Catalog being published by the PA PUC and on their website. Merged all Rate Districts to language similar to what PN had used in Rule 8 and removed this Rider alltogether.
HPS	P5 Adjustment For Meter Location paragraph removed as it is covered in Rule 10 (8)
Partial Services	General Monthly Charges, Added "An additional administrative fee per month," to clarify that the administrative fee is in addition to other applicable charges. General Provisions, A. Backup Service, 2. Added to clarify billing "and (iv) if actual capacity is greater than the backup capacity, a minimum bill will apply in the following months for demand determination. The minimum bill will apply even if the actual capacity is less than the backup capacity in any given month. The minimum bill will end after eleven (11) months or start over when the actual capacity is greater than backup capacity." PP & WP: General Provisions, A. Backup Service, 7. PP and WP were previously 30 minute period, smart meters measure at 15 minute period
PTC	P2 Under Formula Removed "The computation of the PTCCurrent component of the PTCDefault rate by Commercial or Residential Customer Class will use the following procedures:" and made the sub definitions regular definitions under the "Where" section.

Retail Tariff Rates & Services

Rate/Service	Revisions
RS	Moved WP Schedule 10 to this Rate
GS-Small	
GS-V	Moved WP Schedule 20 SP to this rate Moved PP GS-Small Special provision to this rate
GS-Medium	PP GM moved here. Updated rkva to kVAr & removed unused rkVA formula
GS-Large	Added exception to term Updated rkva to kVAr & removed unused rkVA formula
GP	Removed Late payment charges from PSU as it is in the rules and regs section. Broke WP schedule 40 into 2 rates GP & TP Updated rkva to kVAr & removed unused rkVA formula
TP	Broke WP schedule 40 into 2 rates GP & TP PP/WP-Updated rkva to kVAr & removed unused rkVA formula
44	No change
46	No change
H	No change
MS	No change
PNP	No change
Borderline	Combined ME & PN
LED SLS	Combined ME, PN, PP, & WP
Ornamental SLS	No change
Outdoor Area Lighting Service	Combined ME & PN
PN High Pressure Sodum Vapor Stree Lighting Service	Added restriction to availability.
Municipal Street lighting Service	No change
Private Outdoor Lighting Service	No change
PP High Pressure Sodium Vapor Street Lighting Service	Added restriction to availability.
PP High Pressure Sodium Vapor Divided owenership Street Lighting Service	Added restriction to availability.
51	No change
52	No change
53	No change
54	No change
55	No change
56	No change
57	Added restriction to availability.
58	No change
59	No change
71	No change
72	Merged with ME, PN, PP as LED SLS

West Penn Rate & Schedule rename Matrix

Current Schedule	Proposed Rate	Notes
10	RS	
20	GS-Small	
20 Special Provision	GS-V	Moved out of Scheule 20
30	GS-Medium	
35	GS-Large	
40	GP	Under 15k volts
40	TP	Over 25k volts
44	44	
46	46	
51	51	
52	52	
53	53	
54	54	
55	55	
56	56	
57	57	
58	58	
59	59	
71	71	
72	SLS-LED	

JOINT APPLICANTS

EXHIBIT JMS-12

Consolidated Supplier Tariff vs Penn Power Supplier Tariff

Consolidated Supplier Tariff Page	Penn Power Supplier Tariff Page	Description of difference
4	5	Consolidated Supplier Tariff added the Penn Power Supplier Tariff ATSI definition
7	8	Consolidated Supplier Tariff added the Penn Power Supplier Tariff MISO definitions
7	8	Consolidated Supplier Tariff added the Penn Power Supplier Tariff MISO Exit Fees definition
8	8	Consolidated Supplier Tariff added the Penn Power Supplier Tariff MTEP Charges definition
8	8	Consolidated Supplier Tariff added the Penn Power Supplier Tariff Ohio Edison System definition
9	9	Consolidated Supplier Tariff added the Penn Power Supplier Tariff PJM Integration Fees definition
15	16	4.13 for Penn Power Supplier Tariff is Consolidated Supplier Tariff 4.4
21	20	5.3.1 (c) Consolidated Supplier Tariff added in Penn Power Tariff 6/1/11 date
24		6.2.1 (a) for Consolidated SupplierTariff is not metnioned in Penn Power Supplier Tariff
24	24	Line loss for Penn Power Tariff is Consolidated Supplier Tariff 6.3
	26	7.2 for Penn Powe Supplier removed date range assessed between June 1, 2011 and May 31, 2013.
27	28	9.1 for Penn Power Supplier Tariff is Consolidated Supplier Tariff 9.1
28	29	10.1 for Penn Power Supplier Tariff is Consolidated Supplier Tariff Customer 10.1
28	29	10.2 for Penn Power Supplier Tariff is Consolidated Supplier Tariff Customer 10.2
30	30	10.6 for Penn Power Supplier Tariff is 21 billing cycles added to the Consolidated Supplier Tariff 10.6 which stated 20 billing cycles at ME/PN
31	34	12.1 (e) for Consolidated SupplierTariff is not metnioned in Penn Power Supplier Tariff
35	35	12.2.1 for Penn Power Supplier Tariff is 14 banking added to Consolidated Supplier Tariff 12.2.1 which states 15 banking days at ME/PN
37	38	12.9 Penn Power Supplier Tariff is Consolidated Tariff 12.9
37	38	12.9 Penn Power Supplier Tariff paragraph on effective dates was added to Consolidated Supplier Tariff 12.9
39	39	12.9 (c) effective date for Penn Power Tariff was changed to 1/1/11 the Retail tariff for Penn Power also states the date of 1/1/11
39	39	12.9 (f) for Penn Power Supplier Tariff was added to Consolidated Supplier Tariff 12.9 (f)
42	42	15.1 for Penn Power Supplier Tariff PJM Control area was added to Consolidated Supplier Tariff 15.1
43	44	16.4 for Penn Power Supplier Tariff Events of Default was added to Consolidated Supplier Tariff 16.4
43	45	16.5 for Penn Power Supplier Tariff Events of Default was added to Consolidated Supplier Tariff 16.5
50	53	Renamed Agreement to state Coordination Agreement to align with Penn Power Supplier Tariff Language

WP Tariff Supplier vs PA Supplier Tariff

Consolidated Supplier Tariff Page	West Penn Supplier Tariff Page	Description of difference
10	14	3.1 (i) and (j) for New Tariff were an addition for WP Tariff
10	14	3.1 (d) for WP Tariff was exclued for the New Tariff
10	14	3.1 (a) and (b) for New Tariff chagned WP Tariff to triplicate
14	17	3.3 for WP Tariff is New Tariff 4.14
11	6	3.3.1 and 3.3.6 for WP Tariff is a defintion in New Tariff
11	15	3.3.2 for WP Tariff is New Tariff 4.14
11	15	3.3.3 for WP Tariff is New Tariff 4.14
12	19	3.3.4 for WP Tariff is New Tariff 4.14
12	19	3.3.5 for WP Tariff is New Tariff 4.14
13	35	3.3.7 for WP Tariff is New Tariff 12.4
13	35	3.3.8 for WP Tariff is New Tariff 12.6
13	35	3.3.9 for WP Tariff is New Tariff 12.7
13	35	3.3.10 for WP Tariff is New Tariff 12.8
13	35	3.3.11 WP Tariff was excluded from New Tariff
13	15	3.4 for WP Tariff is New Tariff 3.4; which changed WP Tariff to 10 days, instead of 15 days
14	13	3.5 (b) for WP Tariff is New Tariff 3.5 (b)
14	16	3.5 (d) rule for WP Tariff is New Tariff 4.11
14	14	3.6 for WP Tariff is New Tariff 3.6; which adds in 30 days time frame
14	16	3.7 for WP Tariff stated 15 days is New PA Tariff 3.7 states 10 days as determined consistently with the provisions of 52 Pa. Code § 1.56.
15		3.11 for WP Tariff was excluded from New Tariff
15	15	4.6 for WP is New Tariff 4.6
16	17	4.7 and 4.7.1 for WP is New Tariff 4.7
16	23-25	4.7.1 for WP Tariff is New Tariff 6 and 7
17	17	4.16 for WP Tariff is New Tariff 4.16, 4.16.1 and 4.16.2
18	19-21	5.1 for WP is New Tariff 5.1
18	27	5.2 and 5.2.1 for WP Tariff is New Tariff 8.5.1
19	19	5.2.2 for WP is New Tariff 5.1
19	20	5.2.3 for WP is New Tariff 5.2
20	20	5.3-5.4.1 for WP is New Tariff 5.3-5.3.1
21	20	5.4.2-5.4.4 for WP is New Tariff 5.3-5.3.1
22	21	5.5 for WP Tariff is New Tariff 5.3.2
22	21-22, 40	5.6.-5.6.3 for WP Tariff is New Tariff 5.3.4, 5.6.1 and 13.1
22	20	5.7 for WP Tariff is New Tariff 5.3
22	21	5.8 for WP Tariff is NewTariff 5.3.5
23	40	5.9-5.10 for WP Tariff is New Tariff 14
23	22	5.11 for WP Tariff is New Tariff 5.3.6
23	23	5.12 for WP Tariff is New Tariff 6.1
23	27	5.13 for WP Tariff is New Tariff 8.5.1

WP Tariff Supplier vs PA Supplier Tariff

Consolidated Supplier Tariff Page	West Penn Supplier Tariff Page	Description of difference
23	22	5.14-5.14.3 for WP is New Tariff 5.4-5.4.2
24	23	6.1 for WP Tariff is New Tariff 6.1
24	23	6.2 for WP Tariff is New Tariff 6.2.1
24	23	6.2.1 (a) for New Tariff is not metnioned in WP Tariff 6
24	23	6.3 for WP Tariff is New Tariff 6.2
24	23	6.4 for WP Tariff is New Tariff 6.1
24		6.5 for WP Tariff was excluded from New Tariff
24	24	7.1 for WP Tariff is New Tariff 7.1
25	26	8.1-8.2 for WP Tariff is New Tariff 8.1-8.2
25		8.3 is for WP Tariff was excluded from New Tariff
25-26	26	8.4 to 8.4.2 for WP Tariff is New Tariff 8.5 and 8.5.1
26	15	8.5 for WP Tariff is New Tariff 4.7
26	26	8.5.1- 8.5.1.2 for WP is New Tariff 8.5 to 8.5.1
26	26-27	8.5.2 and 8.6 for WP Tariff is New Tariff 8.4 -8.4.1 and 9.1
27	26	8.6.1-8.6.1.2 for WP Tariff is New Tariff 8.3-8.3.2
27	23	8.6.1.3 for WP Tariff is New Tariff 6.3
27	23	8.6.1.4 for WP Tariff is New Tariff 6
27	26	8.6.2-8.6.4 for WP Tariff is New Tariff 8.3.3-8.4.1
28	31	8.7.1 for WP Tariff is New Tariff 10.7
29	23	8.7.3 to 8.7.5 for WP Tariff is New Tariff 6
29	26	8.7.6 and 8.8 for WP Tariff is New Tariff PA 8.4 -8.4.1
30	25	9.1-9.6 for WP Tariff is New Tariff 7
31	28	10 for WP Tariff is New Tariff 10
31	29	10.2 for WP Tariff is New Tariff 10.5
	29	10.6 for New Tariff is an addition to WP Tariff
32	30	11 for WP Tariff is New Tariff 11
32	31	12 for WP is New Tariff 12
33	38	12.3.1 for WP Tariff New Tariff 12.9 (d)
34	31	12.4-12.4.2 for WP Tariff is New Tariff 12.1 (c)
34	12	12.4.1.1 for WP New Tariff 3.1(h)
34	31	12.4.1.2 for WP Tariff is New Tariff 12.1(a)
35-37	36	12.4.2 for WP is New Tariff 12.9
38	31	12.4.3 for WP is New Tariff PA 12
39	31	12.6 for WP is New Tariff 12
40	31-33	12.7.3-12.8 for WP Tariff is New Tariff 12.1 and 12.2
40	48	12.7.6 for WP Tariff is New Tariff 19.5
42		15.4 WP Tariff was excluded from New Tariff
47-48	47-48	19.3 for WP Tariff was excluded from New PA Tariff
48	47	19.5 for WP Tariff is New Tariff 19.4
55	49	Tech support 15 min billing interval for WP Tariff is New Tariff 1 min billing inverval
57	24	Line loss for WP Tariff is New Tariff 6.3

Section	Additions to the Consolidated Supplier Tariff
3.1	Added "Additional information on the registration process and links to the the forms can be found on the Company's Website. Supplier Registration (firstenergycorp.com)"
4.14	Inserted a table to show credit amounts for each company
8.5-8.51	Changed PLS and NPLS to PLC and NSPL
12.9	Added a rate schedule table