

SUPPLEMENT NO. 25  
TO ELECTRIC – PA. P.U.C. NO. 3S

# **DUQUESNE LIGHT COMPANY**

## **ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF**

Issued By

### **DUQUESNE LIGHT COMPANY**

411 Seventh Avenue  
Pittsburgh, PA 15219

**Richard Riazzi**

**President and Chief Executive Officer**

**Issued: May 26, 2017**

**Effective: June 1, 2017**

Issued to comply with the Commission's Order  
entered December 22, 2016, at Docket No. P-2016-2543140.

---

# **NOTICE**

**THIS TARIFF SUPPLEMENT REVISES LANGUAGE IN EXISTING RULES**

**See Page Two**

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

**Rules and Regulations**

**First Revised Page No. 19B**

**5. Direct Access Procedures**

**Cancelling Original Page No. 19B**

**5.3 Provisions for Contracting with An EGS to Provide TOU Service**

**5.3.1**

Language has been revised to remove dates pertaining to the Company's ability to contract with an EGS to provide Time-of-Use ("TOU") service.

**Rules and Regulations**

**Third Revised Page No. 20**

**5. Direct Access Procedures**

**Cancelling Second Revised Page No. 20**

**5.4 Provisions Relating to An EGS's Customers**

**5.4.4 Customer TOU Program Participation**

Rule No. 5.4.4 Customer TOU Program Participation has been removed from Tariff No. 3S as it pertained to reporting obligations and requirements the Company was required to perform as per its DSP VII Plan.

TABLE OF CONTENTS

Page Number

List of Modifications ..... 2 (C)  
 Table of Contents..... 3  
 Definition of Terms and Explanation of Abbreviations ..... 4-6B

**RULES AND REGULATIONS:**

No. 1 The Tariff ..... 7  
 No. 2 Scope and Purpose of Tariff..... 8  
 No. 3 Commencement of EDC/EGS Coordination ..... 9-10  
 No. 4 Coordination Obligations..... 11-13  
 No. 5 Direct Access Procedures ..... 14-20  
 No. 6 Load Forecasting ..... 21-23  
 No. 7 Supply Scheduling ..... 24  
 No. 8 Reconciliation ..... 25  
 This Page Intentionally Left Blank ..... 26  
 No. 9 Utilization of Scheduling Coordinators ..... 27  
 No. 10 Metering Data..... 28  
 No. 11 Confidentiality of Information ..... 29  
 No. 12 Payment and Billing ..... 30-32  
 No. 13 Withdrawal by EGS from Retail Service ..... 33  
 No. 14 EGS's Discontinuance of Service to Particular Customers..... 34-35  
 No. 15 Liability ..... 36  
 No. 16 Breach of Coordination Obligations ..... 37  
 No. 17 Termination of Individual Coordination Agreement..... 38  
 No. 18 Alternative Dispute Resolution..... 39-40  
 No. 19 Miscellaneous ..... 41

**CHARGES:**

Technical Support and Assistance Charge..... 42  
 Load Data Supply Charge ..... 42A

**RIDERS:**

Standard Offer Program Cost Recovery ..... 42B  
 Individual Coordination Agreement Rider..... 43-45  
 Scheduling Coordinator Designation Form ..... 46-48  
 Real Power Distribution Losses Table ..... 49

(C) – Indicates Change

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

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

**Bad Credit** - An EGS has bad credit if it has a history of delinquent obligations or is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices when they became due on two or more occasions within the last twelve (12) billing cycles.

**Bilateral Transaction** - An agreement between two entities (one or both being PJM Members) for the sale and delivery of a service.

**Bill Ready** - A form of consolidated billing where Duquesne Light provides a customer's usage to the electric generation supplier ("EGS") and the EGS then calculates the customer's charges and sends the line item(s) back to the Company to be presented on the supplier portion of the bill.

**Charge** - Any fee or charge that is billable by the Company to an EGS under this tariff, including any Coordination Services Charge.

**Company** - Duquesne Light Company.

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

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

**Control Area** - An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other control areas within reasonable limits of good utility practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

**Coordination Activities** - All activities related to the provision of Coordination Services.

**Coordination Obligations** - All obligations identified in this tariff, relating to the provision of Coordination Services.

**Coordination Services** - Those services that permit the type of interface and coordination between an EGS and the Company in connection with the delivery of Competitive Energy Supply to serve customers located within the Company's service territory including: load forecasting, certain scheduling-related functions and reconciliation.

**(C) - Indicates Change**

(C)

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)**

**Coordination Services Charges** - All charges stated in the charges section of this tariff, that are billed by the Company for Coordination Services performed hereunder.

**Coordinated Supplier** - An Electric Generation Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM OI.

**Creditworthy** - A creditworthy EGS pays the Company's charges as and when due and otherwise complies with the Rules and Regulations of this tariff or the Pennsylvania Public Utility Commission. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit history.

**Customer(s)** - Any person, municipality, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in accordance with the Competition Act.

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

**Default Service** - The Company will provide electricity to the customer in the event that a customer: 1) elects not to obtain electricity from an EGS; 2) elects to have the Company supply electricity after having previously purchased electricity from an EGS; 3) contracts with an EGS who fails to supply electricity, or 4) has been returned to Default Service by the EGS under circumstances as described in Rule No. 45.2 of the Company's retail tariff. (C)

**Deliver** - To "deliver" a document or other item under this tariff shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

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

**Demand Response** - The process for arranging to have firm load become interruptible in accordance with criteria established by the PJM OI. (C)

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

**DLCO Zone** - The PJM defined area encompassing the franchised service territories of the Duquesne Light Company.

**DLCO Residual Zone** - The PJM defined area encompassing the aggregate of all load buses within the franchised service territories of the Duquesne Light Company minus all load that has been designated to be priced at a specific nodal location. (C)

**EDC Tariff** - The Company's currently Pennsylvania Public Utility Commission approved Electric Service Tariff.

**EGS Representative** - Any officer, director, employee, consultant, contractor, or other agent or representative of an EGS in connection with the EGS's activity solely as an EGS. To the extent an EGS is a division or group of a company, the term EGS Representative does not include any person in that company who is not part of the EGS division.

**Electric Distribution Company (EDC)** - A public utility that owns electric distribution facilities. At times, this term is used to refer to the role of the Company as a deliverer of Competitive Energy Supply in a direct access environment as contemplated in the Competition Act.

**(C) - Indicates Change**

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)**

(C)

**Electric Generation Supplier (EGS)** - A supplier of electric generation that has been certified or licensed by the Pennsylvania Public Utility Commission to sell electricity to retail customers within the Commonwealth of Pennsylvania in accordance with the Competition Act.

**Electronic Data Exchange Working Group (EDEWG)** - The Pennsylvania Public Utility Commission authorized working group established under the Proposed Standards for Electronic Data Transfer and Exchange Between EDCs and EGSs, Docket No. M-00960890F.0015.

**Electronic Data Interchange (EDI)** - The computer application to computer application exchange of business information in a standard format, as more fully described in Pennsylvania Public Utility Commission Docket No. M-00960890F.0015.

(C) – Indicates Change

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)**

**Electronic Exchange** - Approved methods of data exchange (either through a VAN mailbox or a method to be defined by the EDEWG and approved by the Pennsylvania Public Utility Commission).

**Electricity Provider** - The term refers collectively to the EDC, EGS, electricity supplier, marketer, aggregator and/or broker, as well as any third party acting on behalf of these entities. (C)

**eMtr System** - Software program administered by the PJM OI that retrieves revenue meter data for PJM transmission and generation interconnection points and calculates Electric Distribution Companies' and Generation Owners' metered interchange energy amounts used for real-time energy market settlements.

**eSchedules** - Software program administered by the PJM OI through which energy schedules may be submitted.

**FERC** - The Federal Energy Regulatory Commission.

**Final Forecast** - The day ahead hourly forecast for energy to be supplied the next day.

**Individual Coordination Agreement (ICA)** - The agreement between the Company and the EGS to conduct business in the DLCO Zone. The ICA is attached as a Rider to this tariff.

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

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

**Kilowatt or kW** - Unit of measurement of useful power equivalent to 1000 watts.

**Meter Read Date** - The date on which the Company reads a meter for purposes of switching for an off-cycle switch or producing a customer bill in accordance with the regularly scheduled billing cycles of the Company. (C)

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

**Load Bus** - As used in this tariff, shall have the same meaning ascribed to the term in the PJM Tariff.

**Load Serving Entity (LSE)** - An entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users located within the PJM Control Area as that term is defined by the PJM Tariff.

**Locational Marginal Price (LMP)** - The hourly-integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM Tariff.

**Megawatt or MW** - One thousand kilowatts.

**NERC** - The North American Electric Reliability Corporation. The agency given the authority by FERC to enforce reliability standards in the United States.

**Network Integration Transmission Service Reservation** - A reservation under the PJM Tariff of Network Integration Transmission Service, which allows a transmission customer to integrate and economically dispatch generation resources located at one or more points in the PJM Control Area to serve its Network load as that term is defined by the PJM Tariff.

**(C) - Indicates Change**

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)**

**Peak Load Contributions (PLCs)** - A customer's contribution to the DLCO Zone's normalized summer peak load as calculated by the zone's Electric Distribution Company and used in determining a Load Serving Entity's Peak Load obligation.

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

**PJM** - PJM Interconnection, L.L.C.

**PJM Control Area** - The area encompassing electric systems recognized by the North American Electric Reliability Council as the "PJM Control Area."

**PJM Miscellaneous Charges** - PJM miscellaneous energy related allocations or charges or credits billed to the EDC and not to the LSE.

**PJM OI** - The PJM Office of Interconnection, the system operator for the PJM Control Area.

**PJM Tariff or OATT** - The PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

**Preliminary Forecast** - The forecast per hour per LSE posted on the customer choice website based on business day-ahead.

**Rate Ready** - A form of consolidated billing where Duquesne Light calculates the charge to be presented on the supplier portion of the bill based upon the rates previously supplied by the electric generation supplier ("EGS").

**Retail Load Responsibility (RLR)** - For non-metered and monthly metered load, the sum total of the estimated hourly load plus transmission losses, distribution losses and the EGS's pro rata share of UFE within the service territory of the EDC, for which the EGS must provide energy to its customers. For hourly metered customers, the sum total of the hourly consumed load of all of an EGS' s customers, adjusted for transmission losses, distribution losses and the EGS's pro rata share of UFE within the service territory of the EDC , for which the EGS must provide energy to its customers.

**Scheduling Coordinator** - Entity that performs one or more of an EGS's Coordination Obligations, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection, L.L.C. or (2) is the agent, for scheduling purposes, of one or more Electric Generation Suppliers that are members of the PJM Interconnection, L.L.C.

**Tariff** - This Electric Generation Supplier Coordination Tariff.

**Transmission Losses** - Real Power Transmission Losses are associated with all transmission service. The Transmission Provider is not obligated to provide Real Power Losses. The Transmission Customer is responsible for replacing losses associated with all transmission service as calculated by the Transmission Provider. The applicable Real Power Transmission Loss factor is defined in Rule No. 4.7.

**(C) - Indicates Change**



**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS - (Continued)**

**Unaccounted for Energy (UFE)** - Is the difference between the actual DLCO Zone's total hourly system load and the total hourly consumed power grossed up for transmission and distribution losses plus any PJM miscellaneous energy or energy related allocations to the EDC.

**Value Added Network (VAN)** - A method of data transfer that allows information to be sent and received electronically using an electronic mailbox. This method meets minimum criteria in the following areas:

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

**Wholesale Load Responsibility (WLR)** – For non-metered and monthly metered load, the sum total of the estimated hourly load for all of the Company's default service customers plus transmission losses, distribution losses, and the wholesale supplier's pro rata share of UFE, within the service territory of the EDC, for which the Company's wholesale suppliers must provide energy to its default service under the EDC Retail Tariff. For hourly metered customers, the sum total of the hourly consumed load of all the Company's default service customers plus transmission losses, distribution losses and the wholesale supplier's pro rata share of UFE within the service territory of the EDC, for which the Company's wholesale suppliers must provide energy to its default service under the EDC Retail Tariff.

(C)

**Wholesale Supplier** – The Company's supplier of all generation resources necessary to meet the Company's default service obligations.

(C)

(C) – Indicates Change

## RULES AND REGULATIONS

### 1. THE TARIFF

**1.1 FILING AND POSTING** A copy of this tariff, comprising of the Definitions, Rules and Regulations, Charges and Riders, under which the Company will provide Coordination Services to Electric Generation Suppliers, is filed with the Pennsylvania Public Utility Commission ("PaPUC"). A copy of the Tariff may be obtained by calling, e-mailing or writing the Company's business office. The Tariff may also be accessed at [www.duquesnelight.com](http://www.duquesnelight.com) and is posted and open to inspection at the offices of the Company where payments are made by customers.

(C)

**1.2 REVISIONS** This tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present tariff.

**1.3 APPLICATION** The tariff provisions apply to all EGSs providing Competitive Energy Supply to customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an Individual Coordination Agreement as required herein. In addition, the charges herein shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

**1.4 RULES AND REGULATIONS** The Rules and Regulations, filed as part of this tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to this tariff and govern all Coordination Activities, unless specifically modified by a charge or rider provision. The obligations imposed on EGSs in the Rules and Regulations apply as well to everyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

**1.5 USE OF RIDERS** The terms governing the supply of Coordination Services under this tariff or a charge therein may be modified or amended only by the application of those standard riders, filed as part of this tariff.

**1.6 STATEMENT BY AGENTS** No Company representative has authority to modify a tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**2. SCOPE AND PURPOSE OF TARIFF**

**2.1 SCOPE AND PURPOSE OF TARIFF** This tariff sets forth the basic requirements for interactions and coordination between the Company as the Electric Distribution Company and EGSs necessary for ensuring the delivery of Competitive Energy Supply from EGSs to their customers. (C)

**2.2 APPLICABILITY OF TERMS TO SCHEDULING COORDINATORS** As used in this tariff, the term "EGS" shall apply equally to a Scheduling Coordinator for an EGS's responsibilities and rights properly assigned to that Scheduling Coordinator by the EGS.

**2.3 FERC JURISDICTIONAL MATTERS** The inclusion of FERC-jurisdictional matters within the scope of this tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Pennsylvania Public Utility Commission. Further, to the extent that anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act (FPA), or any rule, regulation, order or determination of the FERC under the (FPA), then such FERC rule, regulation, order or determination of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all necessary orders, approvals, and determinations from the FERC necessary to implement this tariff.

**2.3.1 CREDIT REQUIREMENTS** The Company does not intend to impose duplicate credit requirements as arising under this tariff and the PJM Tariff. (C)

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

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**3. COMMENCEMENT OF EDC/EGS COORDINATION**

**3.1 REGISTRATION FOR COORDINATION SERVICES** An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- A. An Individual Coordination Agreement, as contained in a rider hereto, fully executed in triplicate by a duly authorized representative of the EGS;
- B. A copy of the EGS's operating license or Pennsylvania Public Utility Commission order licensing the EGS to operate;
- C. The EGS's Pennsylvania sales tax identification number; and
- D. EGS proof of PJM membership.

**3.2 INCOMPLETE REGISTRATIONS** In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service, as determined under 52 Pa. Code § 1.56. The Company will not process an incomplete registration until the EGS corrects the deficiencies and the EGS delivers the registration to the Company.

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

**3.4 PROCESSING OF REGISTRATIONS** The Company shall complete the processing of each registration for Coordination Services within ten (10) business days after the date of service of the registration, as determined under 52 Pa. Code § 1.56. The Company shall approve all completed registrations unless grounds for rejecting the registration, as defined below, exist.

**3.5 GROUNDS FOR REJECTING REGISTRATION** The Company may reject any registration for Coordination Services on any of the following grounds:

- A. The EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company under this tariff;
- B. The EGS has failed to comply with credit requirements specified in Rule No. 12 of this tariff;
- C. The EDC has provided written notice to the EGS that a registration is deficient, pursuant to 52 Pa. Code § 1.56, and the EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of the registration.

The Company may also petition the Pennsylvania Public Utility Commission to reject the registration of an EGS with bad credit. The Company need not provide Coordination Services to the EGS pending the Pennsylvania Public Utility Commission's review of said petition unless the EGS has provided security to the Company as provided for in Rule No. 12.4.

(C) – Indicates Change

(C)

**RULES AND REGULATIONS - (Continued)**

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

**3.6 OFFER OF CONDITIONAL ACCEPTANCE OF REGISTRATION** Where grounds for rejection of a registration exist due to an EGS's outstanding and undisputed debts to the Company arising from its previous receipt of Coordination Services from the Company under this tariff, the Company may offer the affected EGS a conditional acceptance if the EGS pays such debts before it receives Coordination Services. If the EGS rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.

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

**3.8 APPROVAL OF REGISTRATION** Upon its approval of a registration for Coordination Services, or pursuant to an Order of the Commission approving a registration, the Company shall execute the Individual Coordination Agreement tendered by the registrant, and shall provide one to the EGS by delivering such within the period set forth in Section 3.4 and shall maintain a copy for its own records.

(C)

**3.9 IDENTIFICATION NUMBERS** Upon its approval of a registration for Coordination Services, the Company will use the Dun & Bradstreet number assigned to each EGS to be used in subsequent electronic information exchange between the EGS and the Company.

(C)

**3.10 COMMENCEMENT OF COORDINATION SERVICES** Coordination Services shall commence within fifteen (15) days after the Company's acceptance of an EGS's registration for Coordination Services provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions required under Rule No. 3.6 have been satisfied by the EGS.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**4. COORDINATION OBLIGATIONS**

**4.1 PROVISION OF COORDINATION SERVICES** The Company shall make available all Coordination Services, as provided herein, necessary for the delivery of an EGS's Competitive Energy Supply to serve retail access load located within the Company's service territory.

**4.2 TIMELINESS AND DUE DILIGENCE** EGSs shall exercise due diligence in meeting their obligations and deadlines under this tariff so as to facilitate direct access.

**4.3 DUTY OF COOPERATION** The Company and each EGS will cooperate in order to ensure delivery of Competitive Energy Supply to customers as provided for by this tariff, the EDC Tariff, the PJM Tariff and the Competition Act.

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

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

**4.6 PJM SERVICES AND OBLIGATIONS** An EGS is responsible for procuring those services provided by the PJM OI that are necessary for the Delivery of Competitive Energy Supply to its customers. In addition, an EGS must satisfy all obligations that are imposed on LSEs in the PJM Control Area. This includes the resource adequacy obligations as defined in the PJM RAA to which the LSE must be a signatory.

**4.7 ENERGY SCHEDULING** An EGS must make all necessary arrangements for scheduling the delivery of energy to the end use load busses for retail load supplied by the EGS within the DLCO Zone, including Real Power Transmission and Distribution Losses.

**4.7.1 Transmission Losses** will be calculated .using a Transmission Loss factor of 0.8%.

**4.7.2 Distribution Losses** will be calculated using Table 1 in this Tariff.

**4.8 RELIABILITY REQUIREMENTS** An EGS shall satisfy those reliability requirements issued by the Pennsylvania Public Utility Commission, or any other governing reliability council with authority over the EGS, that apply to EGSs.

**4.9 DETERMINATION OF LOAD AND LOCATION** The Company and EGS shall coordinate with the PJM OI to determine the magnitude and location of the EGS's actual or projected load, as required by the PJM OI, for the purpose of Calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**4. COORDINATION OBLIGATIONS - (Continued)**

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

**4.11 COMMUNICATION REQUIREMENTS** An EGS shall implement a VAN and a single Internet file transfer protocol, as determined by the EDEWG and Pennsylvania Public Utility Commission Docket No. M-00960890.F0015. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the EDEWG.

**4.11.1 CUSTOMER CHOICE INTERNET ACCESS** An EGS shall have appropriate software for access to the Customer Choice Internet Site and file uploads and downloads.

**4.11.2 ELECTRONIC MAIL** (e-mail), including the capability to receive ASCII file attachments.

(C)

**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.

(C)

**4.13 RECORD RETENTION** An EGS and the Company shall comply with all applicable laws and Pennsylvania Public Utility Commission rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the Pennsylvania Public Utility Commission's regulations.

**4.14 DATA EXCHANGE**

- A. Subject to Rule 4.14(B), below, the Company shall make available to an EGS, on a daily basis, customer, billing and financial transaction information regarding that EGS's customers in electronic files available via electronic exchange. These files will be consistent with standards developed by the EDEWG.
- B. An EGS must notify its customers that by signing up for Competitive Energy Supply with the EGS, the customer is consenting to the disclosure by the Company to the EGS of certain basic information about the customer, as listed in Rule 4.14(A). At minimum, the notice shall inform the customer that the following information will be disclosed: the customer's name, address, Duquesne Light Company account number and rate class.
- C. The Company will maintain on the Customer Choice Internet Site copies of the standard file formats it will provide to EGSs containing the data listed in this Rule of this tariff. The Company will not change the file formats without first providing at least seven days notice of any such change via electronic exchange and posting on the Customer Choice Internet Site. The Company will make a good faith effort to provide a greater period of notice when warranted.
- D. Nothing in this Rule 4.14 shall prohibit the Company from making available to EGSs other electronic data, in formats chosen by the Company consistent with the recommendations of the EDEWG. The Company will not change the file formats of the electronic data made available under this Rule 4.14(D) without first providing at least seven days notice of such change via electronic exchange and posting on the Customer Choice Internet Site. The Company will make a good faith effort to provide a greater period of notice when warranted.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**4. COORDINATION OBLIGATIONS - (Continued)**

**4.14 DATA EXCHANGE** - (Continued)

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

**4.15 CODE OF CONDUCT** The Code of Conduct approved by the Commission is incorporated herein by reference.

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

(C)  
(C)

(C) – Indicates Change



THIS PAGE LEFT INTENTIONALLY BLANK

(C)

(C) – Indicates Change

THIS PAGE LEFT INTENTIONALLY BLANK

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES**

**5.0 GENERALLY** The procedures for the selection of customers' EGS selection, switching among EGSs and other direct access procedures for obtaining Competitive Energy Supply shall occur in accordance with the direct access procedures set forth in the Enrollment Procedures Applicable to EDCs and EGSs, Docket No. M-00960890F.0014, Standards for Electronic Data Transfer and Exchange Between EDCs and EGSs, Docket No. M-00960890F.0015, Standards for Changing a Customer's Electric Supplier, Docket No. L-00970121 and 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*, Docket No. L-2014-2409383, and applicable Commission regulations, as set forth in this tariff. (C)

**5.1 DATA REQUIREMENTS** (C)

**5.1.1 ENROLLMENT** EGSs are encouraged to permit customers to enroll by telephone or by e-mail, but must send customer enrollments to the Company via properly formatted electronic files (customer name, customer address, Duquesne Light supplier agreement identification number, and authorization to release telephone number and authorization to release historical usage information) via EDI. EGSs shall forward the electronic files on a daily basis to the Company. The Company will acknowledge receipt of the enrollment file via electronic confirmation. The Company shall provide confirmation within one (1) business day of all electronic files received. Such confirmation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid supplier agreement identification number). Such confirmation shall also include information an EGS can use to identify rejected records. (C)

**5.1.2 A. ELIGIBLE CUSTOMER LIST** In addition to the EDEWG Standard Eligibility List, the Company agrees to provide to EGSs, for all customers who have authorized the release of their information, the most recent available twelve (12) individual months of historical monthly electric usage and billed demand and Network Transmission Service Peak Load Contribution and Peak Load Contribution, per customer account. This information will be provided on the Company's web site in a downloadable format compatible for use with spreadsheet and database applications and will be updated monthly. (C)

**B. Methodology for Calculating Peak Load Contributions Used in Determination of Capacity Obligations and Network Transmission Service Peak Load Contributions** Beginning January 1, 2005, until instructed otherwise by PJM, the Company will calculate the Peak Load Contributions and the Network Transmission Service Peak Load Contribution as follows: (C)

**1) Network Transmission Service Peak Load Contribution (1 CP)**

To determine the customer's share of the Network Transmission Service Peak Load, the Company will first calculate the customer's transmission peak load contribution. The transmission peak load contribution is based on the customer's load coincident with Duquesne's transmission system zonal load during the one peak hour of the previous year.

Second, the customer's load, adjusted for the Company's transmission and distribution line losses and the customer's share of unaccounted for energy (as provided by Rule No. 8 of this tariff), will be the customer's Network Transmission Service Peak Load Contribution.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.1 DATA REQUIREMENTS - (Continued)**

**5.1.2 B. Methodology for Calculating Peak Load Contributions Used in Determination of Capacity Obligations and Network Transmission Service Peak Load Contributions – (Continued)**

**2) Peak Load Contribution (5 CP)**

The Company's capacity obligation will be calculated by PJM based on the Company's peak load contribution and will be the basis for the capacity obligation for the following calendar year.

In determining the customer's share of the capacity obligation, the Company will first calculate the customer's peak load contribution. The peak load contribution is based on the customer's load coincident with PJM's system load during the peak hour of the five peak days for the appropriate PJM Region as provided for in the PJM Manuals/Tariffs. The customer's load in each of these five (5) hours, adjusted for the Company's transmission and distribution line losses and the customer's share of unaccounted for energy in the applicable hours (as provided by Rule No. 8 of this Tariff), will be averaged and the customer's percentage (%) share of the average DLCO system load will then be calculated. The PJM approved forecasted peak for the year will then be multiplied by the customer's percentage (%) share of the average DLCO system load to derive the customer's peak load contribution. When appropriate, zonal loads and customer peak load obligations will be adjusted to account for Demand Response and significant loss of load events.

This information will be sent to PJM who will calculate each EGS's capacity obligation.

**5.1.3 Data Exchange**

- A.** The list of enrolled customers that the Company provides to all EGSs pursuant to Rule No. 5.1.2 A shall contain information about customers that have consented to the release of customer information in a format to be consistent with that determined by the EDEWG. (C)
  
- B.** The list of enrolled customers that the Company provides to all EGSs pursuant to Rule No. 5.1.2 A shall contain the following information about customers that have not consented to the release of customer information in a format to be consistent with that determined by the EDEWG: (C)
  - (i) Duquesne Light Company supplier agreement identification number,
  - (ii) Rate class,
  - (iii) Customer's name, and
  - (iv) Customer's service address.

**(C) – Indicates Change**

**RULES AND REGULATIONS - (Continued)**

(C)

**THIS PAGE INTENTIONALLY LEFT BLANK**

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

(C)

**THIS PAGE INTENTIONALLY LEFT BLANK**

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.2 SWITCHING AMONG EGSs AND THE COMPANY** Rule No. 5.2 delineates the process of customer selection for Competitive Energy Supply or Default Service.

**5.2.1** An EGS must notify its customers that by signing up for Competitive Energy Supply with the EGS, the customer is consenting to the disclosure by the Company to the EGS of certain basic information about the customer, as listed in Rule No. 4.14 (a). At minimum, the notice shall inform the customer that the following information will be disclosed: the customer's name, address, Duquesne Light Company supplier agreement identification number and rate class.

**5.2.2** If an enrolled customer or person authorized to act on the customer's behalf contacts the Company to inform the Company that it wishes to obtain Competitive Energy Supply from a particular EGS, the Company will inform the customer of the need to contact the EGS to select the EGS as supplier. The EGS will verify its desire to serve the customer and follow the process outlined in Rule No. 5.2.1.

**5.2.3** The EGS will obtain appropriate authorization from the customer, or from the person authorized to act on the customer's behalf, indicating the customer's choice of EGS. The authorization shall include the customer's acknowledgment that the customer has received the notice required by Rule No. 5.2.1. It is the EGS's responsibility to maintain records of the customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

**5.2.4** The EGS shall provide an electronic file to the Company via electronic exchange file format designated by the Company that complies with the Commission's electronic requirements. The required electronic files shall include, at a minimum, EGS ID, Duquesne Light Company supplier agreement identification number, rate code, billing option, price plan (if single bill option is selected), transaction date and transaction time. Upon receipt of the electronic file from the EGS, the Company will automatically confirm receipt of the file via electronic exchange. Within one (1) business day of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including the number of records received and the reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid supplier agreement identification number). Such validation shall also include information an EGS can use to identify rejected records.

**5.2.5** On a pending switch to an EGS, the Company will send the customer a confirmation letter within one (1) business day notifying the customer of the pending switch. The selection will be effective three (3) business days of receipt of the request and billing with the selected EGS will begin on the fourth business day. The subsequent EGS will become the EGS of record for delivery further provided that: (1.) all customer information provided to the Company is accurate and complete and (2.) the customer has not contacted the Company to dispute the EGS. In such circumstances, the Company will send the new EGS an electronic file, via electronic exchange, containing information for the new customers of record for that particular EGS, in accordance with Rule 4.14(a). The Company will process any EDI transactions for a switch from an EGS and will assume any rescission period with the EGS has ended.

(C)  
(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.2 SWITCHING AMONG EGSs AND THE COMPANY - (Continued)**

**5.2.5 - (Continued)**

If, during the pending switch request, the customer elects to reject its new EGS selection, the customer will notify the rejected EGS and, upon notice from the EGS, the Company will process a drop for that EGS. In the event the customer rejects its EGS selection after the three day (3) day switching period, the customer will be referred to the EGS per Rule No. 5.2.6.

Once the switch request is received, the Company will notify the customer's prior EGS, via electronic exchange, of the discontinuance of service to the customer from that prior EGS.

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

(C)

(C) – Indicates Change



**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.2 SWITCHING AMONG EGSs AND THE COMPANY**

**5.2.7** In accordance with the Secretarial Letter issued August 20, 2010, at Docket No. M-2009-2082042, when requested by an EGS, the Company will provide confidential customer-specific information about a customer with whom the EGS is discussing the possibility of providing Competitive Energy Supply without receiving written authorization from the customer or from the EGS. It is the EGSs responsibility to convey to the customer via its authorization process that the Company will release the confidential customer-specific information only to the EGS to whom authorization was given and that the EGS will not release the information to others, unless the EGS is a licensed broker who is obtaining the confidential customer-specific information for purposes of sharing it with other licensed EGSs and makes that intent clear in communications with the customer. It is the EGSs responsibility to retain the records of the requisite authorization for a minimum of two (2) years to produce for a Commission or Company audit. If an EGS fails an audit conducted either by the Commission or the Company, the Company is then permitted to require that EGS to provide signed documentation indicating that a customer has authorized the release of customer-specific information before it may have access to the restricted customer data.

**5.2.8** Subject to Rule No. 14.4 and Rule No. 14.5, if a customer contacts the Company to request a change from an EGS to the Company's tariffed Energy and Capacity Charges for default service under the EDC Retail Tariff, the Company will process the request as follows. The Company will send the customer a confirmation letter within one (1) business day after the customer contacts the Company. The Company will process the selection within three (3) business days of receipt of the request and billing with the Company for default service will begin on the fourth business day. If the customer does not contact the Company during the pending switch, then the Company will process the request. Once the switch request is received, the Company will notify the customer's prior EGS, via electronic exchange, of the discontinuance of service to the customer from that prior EGS. When an EGS discontinues a customer's service or no other EGS has agreed to provide such service, then that customer will be provided with Default Service.

(C)  
(C)  
(C)  
(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.2 SWITCHING AMONG EGSs AND THE COMPANY – (Continued)**

**5.2.9** Shopping customers may retain their current EGS when moving from one location to a new location within the Company's service territory subject to meeting the eligibility requirements and conditions set forth in Rule No. 45.3 of the Company's retail tariff. Eligible customers include all residential customers as well as commercial and industrial customers that use less than 300 kW of demand as defined in the retail Tariff.

A new EDI transaction must be created to facilitate the move of service from the current location to the new location. The new EDI transaction is to be reviewed and approved by the Electronic Data Exchange Working Group (EDEWG) consistent with its current procedures. This EDI transaction will include all the pertinent customer information that an EGS needs, such as customer contact information; new address; name; rate class and load profile; bill option; rate code; tax exemption percentage; billing and meter read cycles; and meter information.

The EGS must submit a drop request via electronic data interchange (EDI) if it does not wish to continue service to the customer at the new service location. The EGS will maintain supply service to this customer until a three-business day switch can occur at the new address.

An EDI transaction will also be sent for other reasons related to the transaction. Customers requesting to change the start date of their new service would require an EDI 814 Change request to be sent to the existing EGS detailing the new start date, and an EDI 814 Drop request would be sent if the customer decided to cancel the new move.

In the move transaction, the Company will send the EGS information that is similar to what is currently provided in a reinstate-request transaction, including the customer name, service address and rate class. The Company will also provide the EGS with: (i) the current supply agreement identification number; (ii) the new supply agreement identification number; and (iii) the service start date. Once the move transaction has been sent to the EGS, the EGS will serve the new account as of the service start date.

If a shopping customer contacts the Company to discontinue electric service at the customer's then current location, and initiates a request for service at a new location in the Company's service territory and wishes to return to default service, the Company will notify the current EGS, via electronic exchange, of the customer's discontinuance of service for the account at the customer's prior location. Final bill(s) will be issued to the date of discontinuance of service.

**(C) – Indicates Change**

**(C)**

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.2 SWITCHING AMONG EGSs AND THE COMPANY – (Continued)**

**5.2.10** Customers starting new service with the Company will be permitted to begin supply service with an EGS on their start date subject to meeting the eligibility requirements in Rule No. 45.4 of the retail tariff.

The Company will accept inbound enrollment requests on accounts that are not yet active. However, the EGS is still responsible for submitting the enrollment request. The final component of this transaction will be to establish an estimated start date. The Company will establish the estimated start date for new service in its communication via the enrollment response sent back to the EGS.

The EGS must submit a drop request via EDI if it does not wish to supply service to the customer. However, the supplier must maintain supply service to this customer until a three-business day switch can occur under the Company's switching rules.

**5.2.11** If the Company elects to change the supplier agreement identification number for a customer receiving generation service from an EGS, the Company will notify the EGS of the change in supplier agreement identification number at the same customer location, via electronic exchange.

**5.3 PROVISIONS FOR CONTRACTING WITH AN EGS TO PROVIDE TOU SERVICE**

**(C)**

**5.3.1** The Company may contract with an EGS to provide Time-of-Use ("TOU") service, with on-peak and off-peak rates in effect from June through September. The contracted EGS must submit an EDI transaction to enroll customers in the TOU program. Standard switching rules shall apply to customers enrolled in the TOU service program.

**(C) – Indicates Change**

**RULES AND REGULATIONS - (Continued)**

**5. DIRECT ACCESS PROCEDURES - (Continued)**

**5.4 PROVISIONS RELATING TO AN EGS'S CUSTOMERS**

**5.4.1 ARRANGEMENTS WITH EGS CUSTOMERS** EGSs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement direct access consistent with all applicable laws, Pennsylvania Public Utility Commission requirements, and this tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.4.2 TRANSFER OF COST OBLIGATIONS BETWEEN EGSS AND CUSTOMERS** Nothing in this tariff is intended to prevent an EGS and a customer from agreeing to reallocate between them any charges that this tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's customer for any charges owed to the Company by the EGS.

**5.4.3 CUSTOMER OBLIGATIONS** Customers of an EGS remain bound by the rules and requirements of the applicable EDC Tariff under which they receive service from the Company.

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**6. LOAD FORECASTING**

**6.1 CUSTOMER LOAD FORECASTING** The EGS is responsible for forecasting its Customer Load Obligations. The Company will provide a forecast respective to each LSE as support information. The company forecasts will be provided in accordance with the following load forecasting procedures. (C)

**6.2 FORECASTING METHODOLOGY** Most EDC customers utilize monthly (or daily) metering equipment. However, any EDC customer may choose to have the EDC install equipment or otherwise provide for (at the customer's expense at Pennsylvania Public Utility Commission approved rates) interval (hourly or sub-hourly) metering. The forecasting methodology for customers utilizing hourly metering data is slightly different than the methodology for customers utilizing monthly or daily metering equipment.

**6.2.1 FORECASTS FOR MONTHLY OR DAILY METERED AND UNMETERED - (SUCH AS STREETLIGHTS) CUSTOMERS** The EDC will provide hourly load forecasts for the aggregate of customers who have chosen an EGS. The EDC has developed and will maintain, based on load survey data, historical load profiles corresponding to the EDC's current rate classes identified in the EDC Tariff. These base profiles will be adjusted for day type and temperature. The EDC will use these rate class load profiles, adjusted for differences between the historical load profile day and the forecast day. The adjusted profiles will be applied to the summation by rate class of the EGS's customer's historical consumption to arrive at the aggregate hourly load forecasts. (C)

**6.2.2 FORECASTS FOR CUSTOMERS UTILIZING HOURLY OR SUB-HOURLY METERING DATA** The EDC will provide hourly load forecasts for each EGS customer that has elected to utilize hourly metering data. The EDC will use each customer's same day hourly loads from a previous week and adjust those hourly loads by the temperature factor for that EGS customer's rate class to determine that customer's hourly load forecast. The summation of these forecasts will establish the hourly supply obligation schedule of the EGS for serving these customers. (C)

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

**6.2.3.1 UPDATES TO HISTORICAL LOAD PROFILE DATA** The EDC shall review from time to time its historical load profile data by rate class and any related data and shall update the data as appropriate.

**6.3 ADJUSTMENT FOR LOSSES** The forecast/supply obligation will be adjusted to cover transmission and distribution losses. (C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**6. LOAD FORECASTING - (Continued)**

**6.4 FORECASTING PROCESS**

**6.4.1 DAILY FORECASTS** Each day the EDC shall prepare a forecast:

- (1) A Final hourly Forecast for the next day, which will be used to establish the EDC operational forecast
- (2) A Final Forecast for the next day that is calculated for a temperature that is three (3) degrees above the temperature used in the Final hourly Forecast.
- (3) A Final Forecast for the next day that is calculated for a temperature that is three (3) degrees below the temperature used in the Final hourly Forecast.

**6.4.2 PROCEDURE FOR FORECASTING** The following procedure will be followed each day to determine the Final Forecast.

**6.4.2.1 BUSINESS DAYS AND SCHEDULING WINDOW** The daily forecasting process shall be performed on each business day. A business day is a weekday excepting PJM holidays. The daily forecasting process shall be performed on each business day for a scheduling window consisting of all following days through the next business day.

For example, the daily forecasting process shall be performed Monday through Thursday (except holidays) for a scheduling window that covers the following day (midnight to midnight). If the following day is a holiday, then the scheduling window shall include the holiday and be extended to include the first business day following the holiday. Similarly, the daily forecasting process shall be performed on Friday for a scheduling window consisting of the following Saturday, Sunday, and Monday. If the Monday is a holiday, then the scheduling window shall include the holiday and extend through the first business day following the holiday.

In addition to the forecasts required of EGSs hereunder, the EGS may provide advance-hourly forecasts for each of its Customers with Hourly or Sub-Hourly Metering Equipment. Forecasts are not final until the business day before those forecasts are to apply.

**Step 1 EDC Determines Hourly Load Forecast By EGS By Rate Class**

**(A) For Monthly or Daily Metered and Unmetered Customers:**

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

Load forecasts will be adjusted for losses as appropriate.

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

**(C) – Indicates Change**

**RULES AND REGULATIONS - (Continued)**

**6. LOAD FORECASTING - (Continued)**

**6.4.2.1 BUSINESS DAYS AND SCHEDULING WINDOW – (Continued)**

(C)

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

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

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

Load forecasts will be adjusted for losses as appropriate.

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

**Step 2 EDC Forecast for EGS**

The Final hourly Forecast will be available on the DLCO Web-site by 8:00 AM on the business day prior to the day(s) for which the Final hourly Forecast applies.

**Step 3** By 10:00 am Eastern Prevailing Time the EGS shall enter via the DLCO website, 24 hour next day forecast. If an EGS fails to enter a load forecast by 10:00 AM Eastern Prevailing Time the day before the load forecast as prepared by the EDC under Rule 6.4.1(1) is to apply and the Company will use this final forecast value for the EDC operational forecast.

**Step 4.** The Company and the EGS shall seek to reach an agreement as to the load forecasts submitted by an EGS under Step 3, provided that nothing in this Step 4 shall limit the Company's right to reject a forecast. These forecasts will be utilized by the Company in its operational forecasts and may be considered in the Company's determination of the Day After Load Estimates of Rule 7.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**7. DAY AFTER LOAD ESTIMATES AND SUPPLY SCHEDULES**

**7.1 TOTAL DAY AFTER LOAD ESTIMATES** The total load estimate for an EGS is expected to be equal to the aggregate hourly load estimates for all of the monthly metered and unmetered customer's usage plus load estimates for any Coordinated Suppliers that have designated that EGS as their Scheduling Coordinator. Load estimates, including distribution losses, transmission losses, and UFE are utilized for the day after eSchedules.

**7.2 DAILY LOAD SCHEDULING PROCESS (DAY AFTER LOAD OBLIGATIONS)**

**7.2.1 UPLOADING SCHEDULES** The Company will submit load estimates into eSchedules in the form of RLR (or WLR contracts) with view only privileges for the EGS (or municipalities or wholesale suppliers, as appropriate). The RLR (or WLR) contracts submitted by the Company in eSchedules will be auto-confirmed by the EGS (or municipalities or wholesale suppliers, as appropriate). The Company will upload the load estimates on each business day using the PJM eSchedules System according to PJM requirements. In accordance with the PJM eSchedules manual (m09), the PJM eSchedules application will accept scheduling and delivery of energy for up to three decimal places or one-thousandth (0.001) MWh. The schedule uploaded by the Company shall be binding on that EGS. The Company will provide these same load estimates on the Website by 10:00 AM Eastern Prevailing Time to assist the EGS.

(C)

**7.2.2 LOAD SCHEDULE CHANGES** If the EGS has a dispute, they may notify the Company by telephone. The Company will make reasonable efforts to review and, if the reason for the changes are determined by the Company to be operationally valid, confirm the load schedule changes using the PJM eSchedules System, prior to the PJM designated deadline. In the absence of confirmation by the Company, the prior supply schedule value will remain in effect. In light of deadlines imposed by the PJM OI for the submission of load schedule changes, an EGS should initiate any necessary changes and notify the Company well before the cut-off time to increase the likelihood that the changes will be accepted.

**7.2.3 SUPPLY SCHEDULES** The EGS is responsible for supplying generation to meet its load estimates uploaded by the Company in accordance with Rule No. 7.2.1.

(C)

(C) – Indicates Change



**RULES AND REGULATIONS - (Continued)**

**8. RECONCILIATION**

**8.1 GENERAL DESCRIPTION** Reconciliation service accounts for mismatches between an EGS's load estimate as determined in Rule No. 7 for serving its Customers and the energy that was actually used by those Customers. This service differs from Energy Imbalance Service – a related service performed exclusively by the PJM OI under the PJM Tariff – because the latter accounts for differences between an EGS's actual load and the quantity of energy actually delivered by the EGS. Because at the absence of universal real-time metering, the calculation of reconciliation quantities typically must occur after the monthly reading of Customer's meters.

**8.1.1 THE COMPANY'S ROLE** The Company will assist PJM in accounting for Reconciliation quantities by (1) collecting all Customer usage data; (2) determining hourly reconciliation quantities for each EGS or Scheduling Coordinator; (3) calculating monthly reconciliation quantities for each EGS or Scheduling Coordinator; and (4) submitting the reconciliation quantities to the PJM OI.

**8.2 METER DATA COLLECTION** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an EGS's customers for a particular reconciliation period.

**8.2.1 MONTHLY OR DAILY METERED AND UNMETERED CUSTOMERS** The EDC collects daily customer reads for the majority of its customer base. The rate class profile is used to convert the actual daily consumption to equivalent hourly consumption. (C)

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

**8.2.2 CUSTOMERS UTILIZING HOURLY OR SUB-HOURLY METERING DATA** Data from customers utilizing hourly or sub-hourly metering data is collected by the EDC on a daily or monthly basis.

**8.3 HOURLY CONSUMPTION** Hourly consumption for the customers of each EGS is determined by summing the consumption as described in Rules No. 8.2.1 and 8.2.2.

**8.4 CONSUMPTION AND LOSSES** Transmission and distribution losses are calculated based upon customer consumption consistent with Rule No. 8.4.1. These losses are added to the hourly energy consumed by customers and are included in the Consumption calculation. (C)

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

**8.4.2 UNACCOUNTED FOR ENERGY** To determine the proper allocation of losses, average losses by class will be applied to both EGS and default service loads, and unaccounted for energy) will be allocated pro rata among all suppliers, including the default service suppliers. (C)

**8.5 BILLING** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit EGSs and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. PJM Miscellaneous Charges will be allocated pro rata among all suppliers, including the default service suppliers. (C)

(C) – Indicates Change

THIS PAGE LEFT INTENTIONALLY BLANK

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**9. UTILIZATION OF SCHEDULING COORDINATORS**

**9.1 PARTICIPATION THROUGH A SCHEDULING COORDINATOR** If an EGS chooses not to interact directly with PJM for scheduling purposes or cannot schedule directly with PJM because its schedules do not meet the "whole megawatt" requirements set by PJM for scheduling, an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or entity that will act as a Scheduling Coordinator. A Coordinated Supplier may enter into this business arrangement with a Scheduling Coordinator(s) for an individual service such as supply scheduling, or for a variety of services encompassing installed capacity, import capability, supply scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, supply scheduling and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.

**9.2 DESIGNATION OF A SCHEDULING COORDINATOR** To designate a Scheduling Coordinator, an EGS must provide the EDC with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, fully executed by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.

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

**9.4 LOAD SCHEDULING THROUGH A SCHEDULING COORDINATOR** Coordinated Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Suppliers.

**9.5 CHANGE IN OR TERMINATION OF SCHEDULING COORDINATOR** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective date of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.

**9.6 MULTIPLE SCHEDULING COORDINATORS** The Company will accommodate up to five (5) Scheduling Coordinators per EGS at no cost to the EGS. A Scheduling Coordinator Designation Form contained in the Tariff must be completed for each Scheduling Coordinator. The Company will be permitted to recover costs associated with setting up and administering Multiple Scheduling Coordinators for an EGS if more than five (5) are desired by the EGS. The cost to set-up more than five (5) Scheduling Coordinators will be in accordance with the charges defined in the Technical Support and Assistance Charge section of this Tariff.

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**10. METERING DATA**

**10.1 METER DATA PROVIDED BY THE COMPANY TO AN EGS** Regardless of whether the Company or an EGS performs customer billing for an EGS's energy charges, the Company will make available to an EGS, via electronic exchange, daily files containing meter readings, usage, registered demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and EGS for billing purposes for each of an EGS's customers as it becomes available by billing cycle. The information will be provided consistent with standards developed by the EDEWG.

**RULES AND REGULATIONS - (Continued)**

**11. CONFIDENTIALITY OF INFORMATION**

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

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

**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING**

**12.1 CUSTOMER BILLING BY THE COMPANY** All EGS charges to customers, if billed by the Company, shall be billed in accordance with the EDC Tariff and the following provisions:

**12.1.1 COMPANY BILLING FOR EGS** The Company will bill price plans offered by the EGS which are based on fixed and variable charges similar to those the Company employs for billing distribution service and default service. Nothing in this rule shall require the Company to manually bill customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the EGS, the EGS may request the Company to do all or some of the billing for the EGS's customers based on the customers' preferences. In addition, the Company will include on its bill EGS late fees and payment arrangements as required by the Pennsylvania Public Utility Commission. However in no case shall the Company require the EGS to provide separate customer lists or perform unique scheduling and reconciliation services for customers billed directly by the Company.

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

**12.1.3 BUDGET BILLING** The Company will develop dual tracking systems to administer budget billing and apply payments for EGS charges and Company charges for rate ready billing only.

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

**12.1.4.1 SALES TAX EXEMPTION** With respect to customers receiving one bill from the Company, the EGS for whom the Company is billing must provide to the Company the applicable sales tax exemption percentage for each customer. The Company will use the sales tax exemption percentage provided by the EGS for billing the EGS's charges. The EGS is responsible for holding appropriate exemption certificates and is liable for the collection and remittance of sales tax on the EGS's charges. The Company will use a zero exemption percentage if no percentage is provided by an EGS.

**12.1.5 COMPANY REIMBURSEMENT TO EGS FOR CUSTOMER PAYMENTS** For EGSs electing consolidated billing and serving residential and small and medium C&I customers, defined as those on Rate Schedules RS, RH, RA, GS/GM and GMH, the Company shall forward payment in accordance with the provisions of Rule No. 12.1.7 below. For receivables associated with EGS sales to all other customers, the Company shall reimburse the EGS within 14 days of receipt of payment for all energy charges, late fees, sales taxes, and any other taxes and charges collected on behalf of the EGS from the customer consistent with Section 2807 (c) (3) of the Competition Act. For eligible Day-Ahead Hourly Price Service customers defined in Rule No. 5.2.8 that have an off-cycle switch, the Company will allocate any customer underpayment with respect to supply charges attributable to multiple Electricity Providers based on the percentage owed to each.

**12.1.6 EGS BILLING DATA** The EGS shall provide all necessary data in its possession for the timely computation of bills. A failure of the EGS to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data 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.

(C) – Indicates Change

(C)

**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING – (Continued)**

**12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM** Duquesne will purchase the accounts receivable, without recourse, associated with EGS sales of retail electric commodity, comprised of generation and transmission services, to residential customers and commercial and industrial (“C&I”) customers with monthly metered demand less than 300 kW within Duquesne’s service territory. Eligible customers are those customers taking delivery service under the Company’s retail tariff Rate RS, RH, RA, GS/GM and GMH, and who purchase their electric commodity requirements from the EGS through consolidated billing with the Company. Commercial and industrial customers will be separated into two categories for purposes of the Purchase Price Discount discussed in Section 12.1.7.2. Small C&I customers will be those customers with monthly metered demand less than 25 kW and Medium C&I customers will be those customers with monthly metered demand equal to or greater than 25 kW. The classification of customers as less than or equal to or greater than 25 kW is discussed in detail in the Company’s retail tariff Rate GS/GM and Rate GMH. Under the POR program, Duquesne will reimburse EGSs for their customer billings regardless of whether Duquesne receives payment from the customer, subject to the limitations set forth below. Duquesne will seek to recover the EGS receivables from EGS customers consistent with Duquesne’s existing collection procedures for recovery of billings to default service customers, and incur any uncollectible costs related to billings for EGSs. The term of the POR program defined herein will become effective June 1, 2017, and will remain in effect as described and will terminate on May 31, 2021.

(C)  
(C)

**12.1.7.1 ELIGIBILITY REQUIREMENTS** EGSs that choose Duquesne’s consolidated billing option for all or a portion of their eligible customer accounts will be required to sell their accounts receivable to Duquesne for those customers for whom Duquesne issues a consolidated bill. (EGSs may continue to issue their own bills [dual billing] for commodity service, for all or a portion of their customers, but will not be eligible to participate in the POR program for those customers that receive dual billing.) EGSs may choose to participate in the POR program with consolidated billing at any time during the term of the POR program as long as the EGS does not remove customer accounts from consolidated billing. A customer whose service is terminated or who voluntarily switches from the EGS’ service to another generation provider is not considered to have been removed by the EGS from consolidated billing and the POR program.

EGSs participating in this POR program will agree not to reject for enrollment a new customer covered by the program based on credit-related issues. Any customer who wishes to be served by an EGS participating in the POR program will be accepted by the EGS if that EGS is actively serving the rate class to which that customer belongs.

**12.1.7.2 PURCHASE PRICE DISCOUNT** EGS’ electric commodity receivables will be purchased at a discount. The discount rate will be 0.10% for incremental, ongoing operating and administrative expenses associated with the POR Program related to these customers.

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING – (Continued)**

**12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM – (Continued)**

**12.1.7.2.2 PURCHASE PRICE DISCOUNT ADJUSTMENT FOR INDIVIDUAL EGS** Duquesne will monitor individual EGS uncollectible percentage rates (measured as any unpaid amounts sixty (60) days or older divided by that EGS's total annual consolidated billings), to determine whether any individual EGS is engaging in Unusual Business Behavior that results in an increase to the total uncollectible percentage rate for the Duquesne System. If, based on this monitoring, Duquesne finds that an individual EGS's uncollectible percentage rate exceeds 5%, then Duquesne, at its discretion, may increase the discount rate for that individual EGS's accounts to reflect the increased costs associated with the EGS's uncollectible accounts by the difference between the EGS's uncollectible percentage rate and two percent (2%). For purposes of this calculation, Duquesne shall rely on the most recent twelve (12) month period (or shorter if the EGS is new to the POR program) to calculate the EGS's uncollectible percentage rate. Duquesne, in its discretion, may opt to waive the imposition of the additional discount if the increase in the uncollectible rate results primarily from providing service to previously poor paying customers currently on default service and the individual EGS is able to provide a reasonable explanation for the significant increase in its uncollectible rate is not the result of a particular price offering, marketing strategy or other actions of the individual EGS. If, however, Duquesne determines that the EGS may challenge that determination pursuant to the dispute resolution procedures discussed below. Should the result of those procedures uphold the EGS's position, Duquesne will refund to the EGS the additional discount withheld from their receivables. In the course of the dispute resolution, the EGS may be called upon to provide customer payment history for the customers it serves, commodity pricing, and other such information deemed appropriate, subject to confidentiality agreement. The discount will be lowered to the level applicable to other EGSs when and if the particular EGS's uncollectible percentage rate decreases to a level of two percent (2%) or below over a twelve (12) month period. If the particular EGS stops providing service to a customer under the POR program, the EGS must pay to Duquesne an amount equal to the increase to the discount multiplied by that customer's prior year's billings, to the extent that such amount has not already been paid on the date the EGS stops providing service to that customer.

**12.1.7.3 TIMING OF PAYMENTS** Payments to EGSs will occur electronically; thirty-five (35) days after consolidated bills are issued, and will continue throughout the billing cycle. If the thirty-fifth (35<sup>th</sup>) day falls on a weekend, Duquesne Light holiday or bank holiday, payments will occur on the next business day.

**12.1.7.4 OTHER PAYMENT PROVISIONS** If the EGS customer is on consolidated rate ready billing or consolidated rate ready billing and Duquesne's budget payment plan, Duquesne shall purchase the actual amount owed each month by the customer and payments to EGSs shall be made based on the actual amount owed. If the EGS customer is on consolidated bill ready billing or consolidated bill ready billing and Duquesne's budget payment plan, Duquesne shall purchase the amount sent in the bill ready 810 and payments to EGSs shall be made based on the amount in the bill ready 810. Duquesne shall also purchase accounts receivable of EGS's customers based upon an estimated bill. Duquesne shall add to or deduct from any payments due to EGSs amounts that may result from reconciliations, estimated readings, cancel and re-bills, or any applicable billing adjustment. Notwithstanding the foregoing, Duquesne shall only be obligated to purchase the monthly budget amount and remit to the EGS any adjusted budget billing amount until Duquesne implements any necessary changes to its billing system to allow for the payment of the actual amount owed by the customer.

**12.1.7.5 TRANSFER OF COLLECTION RESPONSIBILITIES AND RIGHTS** Under the POR program, Duquesne is entitled to receive and retain all payments from customers. Duquesne is authorized to conduct collection activities and, if necessary, terminate its delivery service and EGS commodity service to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the consolidated bill, including the amount of the purchased EGS receivables. Any such termination of service shall be in accordance with the

**(C) – Indicates Change**

(C)  
(C)  
(C)  
(C)



**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING – (Continued)**

**12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM – (Continued)**

**12.1.7.5 TRANSFER OF COLLECTION RESPONSIBILITIES AND RIGHTS - (Continued)**

service termination provisions contained herewith and consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the Commission's regulations. Duquesne shall be authorized to terminate commodity service to an EGS customer if the customer's payments do not cover the amount billed by the Company. A residential customer terminated from utility service under the POR program may be reconnected to service upon the payment of the arrears that were subject to the termination. The required payment may include both delivery and EGS commodity charges.

(C)

An EGS customer in the POR program that has been terminated for non-payment may be reconnected upon paying the sum of unpaid distribution charges (plus any applicable reconnection fees or deposits) and the amount billed for EGS commodity service or a payment arrangement required by applicable law. At the time of reconnection, the customer will be reconnected to the EGS or the default service provider of record.

(C)

**12.1.7.6 DISPUTE RESOLUTION** To the extent concerns arise regarding the implementation of the provisions of the POR program, parties shall attempt to resolve such disputes according to the informal, internal and/or external dispute resolution procedures described in this tariff at Rule No. 18 – Alternative Dispute Resolution. Parties shall also have the right to resolve such disagreements in the Commission's dispute resolution process.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING - (Continued)**

**12.2 EGS PAYMENT OF OBLIGATIONS TO THE COMPANY** An EGS shall pay all Coordination Services Charges or any other charge it incurs hereunder in accordance with the following provisions:

**12.2.1 BILLING PROCEDURE** Each month, the Company shall submit an invoice to the EGS for all Coordination Services Charges provided under this tariff. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.

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

**12.2.3 MANNER OF PAYMENT** The EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that an EGS that is not creditworthy tender payment by means of a certified or cashier's check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation. All payments shall be in United States dollars.

**12.2.4 LATE FEE FOR UNPAID BALANCES** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1.5% per month on the unpaid balance.

**12.2.5 EGS DEFAULT** In the event the EGS fails to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the EGS to cure such failure, the EGS shall be deemed to be delinquent. In the event of a billing dispute between the Company and the EGS, the Company will continue to provide service pursuant to the Individual Coordination Agreement and the tariff as long as the EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth below in Rule 18.

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

**12.3 BILLING FOR SUPPLIER OBLIGATIONS TO OTHER PARTIES** The Company will assume no responsibility for billing between an EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

**RULES AND REGULATIONS - (Continued)**

**12. PAYMENT AND BILLING - (Continued)**

**12.4 GUARANTEE OF PAYMENTS** Before the Company will render service or continue to render service, the Company shall require an applicant for Coordination Service or an EGS currently receiving such service that has bad credit to provide a deposit in the form of a letter of credit, or other guarantee, satisfactory to the Company. The Company will hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. In addition, the Company may require an EGS to post a deposit at any time if the Company determines that the EGS is no longer creditworthy or has bad credit. An EGS shall have the right to submit to the Commission for resolution any reasonable dispute regarding such deposit sought by the Company if the EGS believes such a requirement is inappropriately based or assessed.

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

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

**RULES AND REGULATIONS - (Continued)**

**13. WITHDRAWAL BY EGS FROM RETAIL SERVICE**

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

**13.2 NOTICE TO CUSTOMERS** An EGS shall provide notice to its customers of withdrawal by the EGS from retail service in accordance with the Pennsylvania Public Utility Commission's rulings in Docket No. 00960890F.0013 and any subsequent applicable Pennsylvania Public Utility Commission rulings.

**13.3 COSTS FOR NONCOMPLIANCE** An EGS that withdraws from retail service and fails to provide at least ninety (90) days written notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

- A. Mailings by the Company to the EGS's customers to inform them of the withdrawal and their options;
- B. Non-standard/manual bill calculation and production performed by the Company;
- C. EGS data transfer responsibilities that must be performed by the Company; and
- D. Charges or penalties imposed on the Company by third parties resulting from EGS non-performance.

**RULES AND REGULATIONS - (Continued)**

**14. DISCONTINUANCE OF EGS SERVICE TO PARTICULAR CUSTOMERS**

**14.1 NOTICE OF DISCONTINUANCE TO THE COMPANY** An EGS shall provide electronic notice to the Company of all intended discontinuances of service to customers in accordance with applicable Pennsylvania Public Utility Commission rules.

**14.2 NOTICE TO CUSTOMERS** An EGS shall provide a minimum of ninety (90) days advance notice to any customer it intends to stop serving of such intended discontinuance in a manner consistent with the Pennsylvania Public Utility Commission's rulings in Docket Nos. L-00970126 and M-00960890 and any subsequent applicable Pennsylvania Public Utility Commission rulings. The application of this Rule No. 14.2 will, however, be limited to the classes of customers to which the referenced Pennsylvania Public Utility Commission rulings will apply. With respect to all other classes of customers, it will be the EGS's responsibility to provide notice to a customer of its intention to discontinue service in accordance with the EGS's contractual obligations with the customer.

**14.3 INTENTIONALLY LEFT BLANK**

**14.4 CUSTOMERS RETURNING TO DEFAULT SERVICE** An EGS shall give the customer and Duquesne at least (ninety) 90 days notice prior to the meter read date on which the EGS has a reasonable expectation that it will no longer be serving the customer, whether due to termination of a contract or pursuant to the terms of its contract. EGSs shall not utilize the flexibility afforded by these rules to propose price changes that are designed to economically force customers to return to default service during the Summer period. If an EGS has a reasonable expectation that it will no longer be serving a customer as of a meter read date, the EGS shall issue the notice required by the previous sentence within five (5) business days of determination, and such customers shall have a minimum of sixty (60) days in which to make the choices outlined in Section 45.2 of Duquesne's retail tariff, as appropriate. For Duquesne's purposes, this ninety (90) day notice to Duquesne is for informational and planning purposes only.

**14.4.1 CUSTOMER MUST INITIATE THE SWITCH TO DEFAULT SERVICE** The Company will accommodate requests by customers to switch EGSs in accordance with 52 Pa. Code Chapter 57, Subchapter M "Standards for Changing a Customer's Electricity Generation Supplier." Customers who elect to return to default service from an EGS will return at the charges of the applicable tariff rate schedule and a customer may return to default service in accordance with the switching protocols contained in the Retail Tariff by requesting the same from the Company. Switching by customers shall occur in accordance with the direct access procedures, and in accordance with the provisions contained in this tariff and the Company's retail tariff. No customer will be returned to default service for any reason without authorization by that customer, except as follows: the Company will permit a customer to return to default service in a switch initiated by the customer's EGS through standard EDI procedures in the following circumstances: (1) the complete abandonment of service in the Company's service territory by the customer's EGS, (2) to remedy a case of inadvertent slamming of the customer, and (3) the expiration of the term of the customer's contract with the EGS, provided that the customer's contract with the EGS is a standard one commonly used by the EGS to provide service to other customers with similar service requirements and the expiration dates of the contract are not otherwise designed to game supply around default service rates by returning the customer to default service when wholesale energy prices have increased and EGS service to the customer has become uneconomic.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

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

**14.5 INFORMATION REGARDING ESTIMATES OF LOAD RETURNING TO DEFAULT SERVICE**

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

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

(C)  
(C)

(C)

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**15. LIABILITY**

**15.1 GENERAL LIMITATION ON LIABILITY** The Company shall have no duty or liability with respect to electric energy before it is delivered by an EGS to a point of delivery on the Company's distribution system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for distribution service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

**15.2 LIMITATION ON LIABILITY FOR SERVICE INTERRUPTIONS AND VARIATIONS** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

**15.3 ADDITIONAL LIMITATIONS ON LIABILITY IN CONNECTION WITH DIRECT ACCESS** Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to an EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between an EGS and a customer of the EGS.

The Company shall implement customer selection of an EGS consistent with applicable rules of the Commission and shall have no liability to an EGS providing Competitive Energy Supply arising out of or related to switching EGSs, unless the Company is negligent in switching or failing to switch a customer.

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

**RULES AND REGULATIONS - (Continued)**

**16. BREACH OF COORDINATION OBLIGATIONS**

**16.1 BREACH OF OBLIGATIONS** The Company or an EGS shall be deemed to be in breach of its coordination obligations under the Individual Coordination Agreement and this tariff upon its failure to observe any material term or condition of this tariff, including any rule and regulation, charge or rider thereof.

**16.2 EVENTS OF BREACH** A material breach of coordination obligations hereunder, as described in Rule 16.1 shall include, but is not limited to, the following:

- A. A material breach of any rule or regulation of the tariff;
- B. An EGS's failure to maintain its license or certification as an electric generation supplier or electricity supplier from the Pennsylvania Public Utility Commission;
- C. An EGS's failure to make payment of any undisputed Coordination Services Charges in the time prescribed;
- D. The involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the EGS; or
- E. An EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.
- F. The failure by the EGS to post, supplement, replace or maintain financial security consisting of cash, an irrevocable letter of credit issued by an investment grade commercial bank, a bond issued by an investment grade surety company, or corporate guarantee issued by an investment grade EGS or an investment grade affiliate of the EGS, required to be so posted, supplemented, replaced or maintained pursuant to Rule 4.5 of this Tariff. (C)
- G. A failure by the EGS to deliver the forecasted load obligation in accordance with Rule 7.3.1 hereof that causes the Company to Shed Load during any hour (other than any such failure that results from an event of Force Majeure or outages on the Company's Transmission System or Distribution System), provided that the Company has requested reasonable assurances from the EGS that the circumstances that caused such failure have been corrected and the EGS has not, within sixty (60) days of such request, provided the Company with such assurances. In the event that the Company determines that an EGS coordination agreement should be cancelled due to this breach, the Company will file a detailed report with the Commission of the incident delineating the EGS' failure to provide reasonable assurances supported by an affidavit and served on the EGS. The EGS may respond to the allegations by sworn answer to the Commission filed within ten (10) days of service of the Company's report with an affidavit served on the Company, The Commission will review these documents and issue a decision in an expedited manner. Any termination action will be pursuant to Rule 17. (C)

(C) – Indicates Change



**RULES AND REGULATIONS - (Continued)**

**16. BREACH OF COORDINATION OBLIGATIONS – (Continued)**

**16.3 CURE AND DEFAULT** If either the Company or an EGS materially breaches any of its coordination obligations (hereinafter the "Breaching Party"), the other party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default of its obligations under this tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

**16.4 RIGHTS UPON DEFAULT** Notwithstanding anything stated herein, upon the occurrence of any default, the party not in default shall be entitled to (i) commence an action to require the party in default to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof, and (ii) exercise such other rights and remedies as it may have in equity or at law.

**RULES AND REGULATIONS - (Continued)**

**17. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT**

**17.1 TERMINATION** An Individual Coordination Agreement will or may be terminated as follows:

- A. WITHDRAWAL OF THE EGS FROM RETAIL SERVICE** In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to customers in the Company's service territory, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active customers.
- B. THE COMPANY'S TERMINATION RIGHTS UPON DEFAULT BY EGS** In the event of a default by the EGS, the Company may terminate the Individual Coordination Agreement between the EGS and the Company by providing written notice to the EGS in default, without prejudice to any remedies at law or in equity available to the party not in default by reason of the default.

**17.2 EFFECT OF TERMINATION** Termination of Individual Coordination Agreements upon approval by the Commission will have the same effect on an EGS's customers as the EGS's discontinuance of supply to such customers described in the EDC Tariff. If a customer of a terminated EGS has not switched to another EGS prior to termination, said customer will receive default service pending its selection of another EGS.

**17.3 SURVIVAL OF OBLIGATIONS** Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or an EGS of any obligation accrued or accruing prior to such termination.

(C)

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**18. ALTERNATIVE DISPUTE RESOLUTION**

**18.1 INFORMAL RESOLUTION OF DISPUTES** The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this tariff and/or the conduct of coordination activities hereunder. The EGS's point of contact for all information, operations, questions, and problems regarding Coordination Activities shall be the Company's Supplier Service Center at (412) 393-6282 or the Customer Choice Internet Site, [www.customer-choice.com](http://www.customer-choice.com).

(C)

**18.2 INTERNAL DISPUTE RESOLUTION PROCEDURES** Any dispute between the Company and an EGS under this tariff or Individual Coordination Agreement shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the Code of Conduct approved by the Pennsylvania Public Utility Commission or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

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

**18.4 ARBITRATION DECISIONS** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this 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 the Pennsylvania Public Utility Commission, if it affects their respective jurisdictional rates, terms and conditions of service or facilities.

**18.5 COSTS** Each party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:

A. The cost of the arbitrator chosen by the party to sit on the three member panel and a proportionate share of the cost of the third arbitrator chosen; or

B. A proportionate share of the cost of the single arbitrator jointly chosen by the parties.

(C) – Indicates Change

**RULES AND REGULATIONS - (Continued)**

**18. ALTERNATIVE DISPUTE RESOLUTION - (Continued)**

**18.6 RIGHTS UNDER THE FEDERAL POWER ACT** Nothing in this section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the Federal Power Act.

**18.7 RIGHTS UNDER THE PENNSYLVANIA PUBLIC UTILITY CODE** Nothing in this section shall restrict the rights of any party to file a complaint with the Pennsylvania Public Utility Commission under relevant provisions of the Pennsylvania Public Utility Code.

**RULES AND REGULATIONS - (Continued)**

**19. MISCELLANEOUS**

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

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

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

**19.4 ASSIGNMENT**

**19.4.1** An Individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (1) any necessary regulatory approval and (2) the consent of the other party, which consent shall not be unreasonably withheld.

**19.4.2** Any assignment occurring in accordance with Rule 19.4.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Individual Coordination Agreement.

**19.5 GOVERNING LAW** To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this tariff or any Individual Coordination Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

The tariff or any Individual Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (1) present and future local, state and federal laws, and (2) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

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

**TECHNICAL SUPPORT AND ASSISTANCE CHARGE**

**APPLICABILITY**

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

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

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

**CHARGES**

First 10 hours per month per EGS: No charge.

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

**LOAD DATA SUPPLY CHARGE**

**AVAILABILITY/APPLICABILITY**

The Company will fulfill a customer's or its authorized representative's request for customer load information available on its information system. The Company will provide customer load information, with customer consent, only to EGSs or other customer-authorized representatives, for up to five (5) requests for the same account in a calendar year at no charge after which subsequent requests will be charged according to the Table of Charges. The Company will provide customer load information on a 15 or 60-minute interval basis as specified by the customer, EGS or other customer-authorized representative.

**TABLE OF CHARGES**

An EGS or other customer-authorized representative must pay the charges stated below:

If the Company has already provided load data to a customer or its authorized representative five (5) times for the same account in a calendar year, the customer will be charged for subsequent requests in that year at \$60 per request.

**CONDITIONS**

No customer-specific information will be supplied to an EGS or other representative of the customer before the Company's receipt of a customer's written authorization to release such data to such EGS or other representative. EGSs who qualify as creditworthy as those terms are defined in this tariff will be billed for each request pursuant to the procedure identified in Rule No. 12.2.1 of this tariff. Payment by an EGS who does not qualify as creditworthy or has bad credit as those terms are defined in this tariff must be made before release of information.

**METHOD OF PAYMENT**

There are two (2) methods of payment:

A check made payable to Duquesne Light Company and sent to:

Duquesne Light Company  
Attn: Supplier Service Center  
411 Seventh Avenue (MD: 6-1)  
Pittsburgh, PA 15219

or through a wire/ACH transfer to:

Bank Name: Mellon Bank, Pittsburgh  
ABA: 043000261  
Account No: 000-8061  
Acct Name: Duquesne Light Company

(C) – Indicates Change

(C)

## STANDARD OFFER PROGRAM COST RECOVERY

### BACKGROUND

In compliance with Commission Order dated July 16, 2013, at Docket No. P-2012-2301664, the Company implemented a Standard Offer Program ("SOP"). Under the SOP, EGSs can submit applications agreeing to become SOP Suppliers and provide a Standard Offer that is a fixed price product seven percent (7%) lower than Duquesne Light's Price to Compare ("PTC"), in effect at the time of the offer, for a twelve month (12-month) period. Complete SOP rules and documentation may be found at <http://supplier.customer-choice.com>.

(C)

### SUPPLIER CHARGES

As approved by the Commission in the proceeding at Docket No. P-2012-2301664, the Company will charge each SOP Supplier a Customer Acquisition Fee that will be applied to the number of EDI transactions submitted by the SOP Supplier to Duquesne Light.

### CUSTOMER ACQUISITION FEE

The Customer Acquisition Fee for each EDI transaction submitted will be \$10.28.

(C)

### BILLING AND PAYMENT

The Company will bill the participating SOP Suppliers on a monthly basis. All charges are due and payable within 30 days. There are two methods of payment:

A check made payable to Duquesne Light Company and mailed to:

Duquesne Light Company  
Attn: Supplier Service Center  
411 Seventh Avenue (MD: 15-1)  
Pittsburgh, PA 15219

(C)

or through a wire/ACH transfer to:

Bank Name: Mellon Bank, Pittsburgh  
ABA: 043000261  
Account No: 000-8061  
Acct Name: Duquesne Light Company

If an SOP Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that SOP Supplier from that SOP Supplier's next Purchase of Receivable ("POR") payment by the SOP amount due (but not from amounts that are subject to a bona fide POR payment dispute).

(C) – Indicates Change



RIDERS

(C)

INDIVIDUAL COORDINATION AGREEMENT RIDER

1.0 This Individual Coordination Agreement (“Agreement”), dated as of \_\_\_\_\_ is entered into, by and between Duquesne Light Company (the “Company”) and \_\_\_\_\_ (“EGS”).

2.0 The Company agrees to supply, and the EGS agrees to have the Company supply, all “Coordination Services” specified in the Electric Generation Supplier Coordination Tariff (“EGS Coordination Tariff”).

3.0 Representations and Warranties.

(a) The EGS hereby represents, warrants and covenants as follows:

- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and
- (ii) The EGS is licensed by the Pennsylvania Public Utility Commission to provide Competitive Energy Supply to customers in Pennsylvania and has and will continue to satisfy all other Pennsylvania Public Utility Commission requirements applicable to EGSs.

(C)

(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.

(C) – Indicates Change

RIDERS - (Continued)

INDIVIDUAL COORDINATION AGREEMENT RIDER - (Continued)

(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 EGS Coordination Tariff.

6.0 Coordination Services between the Company and the EGS will commence on \_\_\_\_\_.

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To: Duquesne Light Company:

Duquesne Light Company  
411 Seventh Avenue  
Pittsburgh, PA 15219  
Attention: Supply Procurement Settlement Department  
Telephone:  
Facsimile:

To the EGS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet E-Mail: \_\_\_\_\_

(C)

(C) – Indicates Change

RIDERS- (Continued)

INDIVIDUAL COORDINATION AGREEMENT RIDER - (Continued)

8.0 The EGS Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Coordination Tariff.

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

**DUQUESNE LIGHT COMPANY**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(C) – Indicates Change

(C)

(C)

(C)

**SCHEDULING COORDINATOR DESIGNATION FORM**

1.0 This Scheduling Coordinator Designation Form, dated \_\_\_\_\_, is being submitted to Duquesne Light Company (the "Company") by the following Electric Generation Supplier ("EGS"):

\_\_\_\_\_

2.0 By submitting this Form, the EGS hereby notifies the Company that it has appointed the following entity to act as its Scheduling Coordinator in accordance with Rule 9 of the Company's Electric Generation Supplier Coordination Tariff (the "EGS Coordination Tariff"):

\_\_\_\_\_

3.0 The EGS further notifies the Company that it is designating the person identified in the preceding paragraph as its Scheduling Coordinator. The Scheduling Coordinator shall be responsible for Load Forecasting, Supply Scheduling and Reconciliation as set forth in Rules 6, 7 and 8, respectively.

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

5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges related to Load Forecasting, Supply Schedules and Reconciliation that are attributable to the EGS and that the Scheduling Coordinator will pay the Company such charges on behalf of the EGS in accordance with the terms and conditions in the EGS Coordination Tariff.

**SCHEDULING COORDINATOR DESIGNATION FORM - (Continued)**

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

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

To the EGS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Internet email: \_\_\_\_\_

To the Scheduling Coordinator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Internet email: \_\_\_\_\_

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

**SCHEDULING COORDINATOR DESIGNATION FORM - (Continued)**

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

10.0 The EGS has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

**Acknowledgment and Consent**

Intending to be legally bound thereby, the duly authorized representative of above-designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the EGS, including the terms and conditions of the EGS Coordination Tariff which is incorporated therein by reference.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TABLE 1

Real Power Distribution Losses

Rate Schedule	Percentage of Loss
AL - Architectural Lighting Service	6.1%
GL - General Service Large	2.9%
GLH - General Service Large Heating	2.9%
GMH - General Service Medium Heating	5.3%
GS/GM - General Service Small and Medium	5.3%
HVPS - High Voltage Power Service	0
L - Large Power Service < 138 Kv	2.9%
L - Large Power Service ≥ 138 Kv	0
RA - Residential Service Add On Heat Pump	6.1%
RH - Residential Service Heating	6.1%
RS - Residential Service	6.1%
SE - Street Lighting Energy	6.1%
SH - Street Lighting Highway	6.1%
SM - Street Light Municipal	6.1%
MTS - Municipal Traffic Signals	6.1%
PAL - Private Area Lighting	6.1%

(C)

(C)

(C) – Indicates Change