

Chapter 22

Electric Power Service

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Part 1**Electric Power Service****§22-101. Application.**

1. A copy of the schedules and standard terms and conditions under which service is to be rendered to the customer will be furnished upon request at the Utility's office, and the customer shall elect upon which schedule, applicable to his service, his application shall be based.

2. A written agreement may be required from the customer before service will be commenced. A copy of the agreement will be furnished the customer upon request.

3. When the customer desires delivery of energy at more than one point, a separate agreement may be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable schedule.

(Ord. 713, 12/19/1973)

§22-102. Deposits.

A deposit or a suitable guarantee as security for the payment of bills may be required of the customer at any time or from time to time before or after service is commenced. The Utility will pay interest on deposits so made in accordance with legal requirements. The Utility will not pay interest on deposits more than 1 month after discontinuance of service to the customer. Retention by the Utility, prior to final settlement, of any deposit or guarantee is not a payment or part payment of any bill for service. The Utility shall have a reasonable time in which to read and remove the meters and to ascertain that the obligations of the customer have been fully performed before being required to return any deposit.

(Ord. 713, 12/19/1973)

§22-103. Payments.

Bills will be rendered by the Utility to the customer monthly in accordance with the schedule selected applicable to the customer's service with the following exceptions:

A. In the case of schedules which specifically give the Utility the option of bimonthly billing, bills will ordinarily be rendered every 2 months.

B. Year-round residential customers expected to use 4,800 kWhrs per year or more shall have the option of paying bills under the Utility's equal payment plan (budget plan), whereby the total service for the succeeding 12-month period is estimated in advance, and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Utility may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced. The normal equal payment period will be 12 months, commencing in any month selected by the Utility, but in those cases where billing is commenced during a month which leaves less than 12 months until the beginning of the next normal equal payment period to which the customer is assigned, payments shall be

calculated on the basis of the months in such period.

C. In case the actual service used during any equal payment period exceeds the bills as rendered on the equal payment plan, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears, or such excess may be added to the estimated use for the next normal equal payment period of 12 months, and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Utility under the equal payment plan, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the equal payment plan during such period, the amount of such overpayment shall, at the option of the Utility, either be refunded to the customer or credited on his last bill for the period.

D. If a customer fails to pay bills as rendered on the equal payment plan, the Utility shall have the right to withdraw the plan with respect to such customer and to restore the customer to billing as provided for in the applicable schedules, in addition to any other rights which the Utility may have under such schedules in case of arrearage in payment of bills.

E. All bills are payable at the business office or authorized collection agencies of the Utility within the time limits specified in the schedule. Failure to receive a bill will not entitle the customer to any discount or to the remission of any charge for nonpayment within the time specified. The word "month" as used herein and in the schedules is hereby defined to be the elapsed time between two successive meter readings approximately 30 days apart. In the event of the stoppage of or the failure of any meter to register the full amount of energy consumed, the customer will be billed for such period on an estimated consumption based upon his use of energy in a similar period of like use.

(Ord. 713, 12/19/1973)

§22-104. Inspection.

1. It is to the best interest of the customer to properly install and maintain his wiring and electrical equipment, and he shall at all times be responsible for the character and condition thereof. The Utility makes no inspection thereof and in no event shall be responsible therefor.

2. When a customer's premises are located within the Borough of Pitcairn, authority is given to the recognized agency of the State of Pennsylvania, Middle Department Fire Underwriters, for securing compliance with the State's inspection laws and ordinances. Where the customer's premises are located as described, the Utility may withhold furnishing service to new installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if the Borough or the authorized State agency shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Utility may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

3. Where a customer's premises are located outside of an area where inspection service is in effect, the Utility may require the delivery by the customer to the Utility

of an agreement duly signed by the owner and tenant of the premises authorizing the connection to the wiring system of the customer and assuming responsibility therefor.

4. No responsibility shall attach to the Utility because of any waiver of these requirements.

(Ord. 713, 12/19/1973)

§22-105. Service Connections.

1. The Utility will, when requested to furnish service, designate the location of its service connection. The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Utility's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend at least 18 inches beyond the building. Where customers install service entrance facilities which have capacity and layout specified by the Utility and/or install and use certain utilization equipment specified by the Utility, the Utility, may provide or offer to own certain facilities on the customer's side of the point where the service wires attach to the building.

2. All inside wiring must be grounded in accordance with the requirements of the National Electrical Code, or the requirements of any local inspection service authorized by the State of Pennsylvania or the Borough.

3. When a customer desires that energy be delivered at a point or in a manner other than that designated by the Utility, the customer may be required to pay the additional cost of same.

4. Where service is supplied from an underground distribution system which has been installed at the Utility's expense within the limits of Borough streets, the customer shall make arrangements with the Utility for the Utility to supply and install a continuous run of cable conductors including necessary ducts from the manhole or connection box to the inside of the building wall. The customer shall pay the cost of installing the portion of cable and duct from the curb line to the terminus or cable inside the building.

5. When a real estate developer desires an underground distribution system within the property which he is developing or when a customer desires an underground service, the real estate developer or the customer, as the case may be, shall pay the Utility the difference between the estimated cost of the underground facilities so requested and the cost of the overhead facilities which would ordinarily be installed. Upon receipt of payment, the Utility will install the underground facilities and will own, operate and maintain the same.

(Ord. 713, 12/19/1973)

§22-106. Relocation of Utility's Facilities at Customer's Request.

Whenever at the customer's request, the Utility's facilities located on the customer's premises are relocated solely to suit the convenience of the customer, the customer shall reimburse the Utility for the entire cost incurred in making such change.

(Ord. 713, 12/19/1973)

§22-107. Utility's Liability.

1. The Utility will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. The Utility shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Utility, extraordinary repairs, or any act of the Utility, including the interruption of service to any customer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Utility or any electric system interconnected directly or indirectly, with the Utility's system, whenever such act is necessary or indicated in the sole judgment of the Utility.

2. Unless otherwise provided in a contract between the Utility and the customer, the point at which service is delivered by the Utility to the customer, to be known as the "delivery point," shall be the point at which the customer's facilities are connected to the Utility's facilities. The Utility shall not be liable for any loss, injury or damage resulting from the customer's use of his equipment or occasioned by the energy furnished by the Utility beyond the delivery point.

3. The customer shall provide and maintain suitable protective devices on his equipment to prevent any loss, injury or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Utility shall not be liable for any loss, injury or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

4. The Utility will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Utility.

(Ord. 713, 12/19/1973)

§22-108. Customer's Liability.

1. In the event of loss or injury to the property of the Utility through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Utility by the customer.

2. The customer will be responsible for tampering with, interfering with or breaking of seals of meters, or other equipment of the Utility installed on the customer's premises. The customer hereby agrees that no one except the employees of the Utility shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Utility.

3. The Utility shall have the right at all reasonable hours to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing or otherwise disposing of its apparatus and property, and the right of entire removal of the Utility's property in the event of termination of the contract for any cause.

(Ord. 713, 12/19/1973)

§22-109. Extension of Service.

The electrical facilities of the Utility will be extended or be expanded to supply electric service when the revenue is sufficient to justify the cost of making such additions, or in lieu of sufficient revenue the Utility may require a long term contract, contribution in aid of construction, monthly minimum charge and/or a definite and written guarantee from a customer or group of customers, in addition to any minimum payment required by the schedule as may be necessary. This requirement may also be applied to cover the payment by the customer of the cost of tapping existing transmission or distribution lines for electric service or for reservation of electrical capacity when such service or reservation will not otherwise provide sufficient revenue to justify the cost of tapping said lines.

(Ord. 713, 12/19/1973)

§22-110. Location and Maintenance of Utility's Equipment.

The Utility shall have the right to construct its poles, lines and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer at a point or points convenient for such purpose, as required to serve such customer, and the customer shall provide suitable space for the installation of necessary measuring instruments so that the latter may be protected from injury by the elements or through the negligence or deliberate acts of the customer or of any employee of the same.

(Ord. 713, 12/19/1973)

§22-111. Use of Energy by Customer.

1. The schedules for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided therein.

2. With particular reference to power customers it shall be understood that upon the expiration of a contract the customer may elect to renew the contract upon the same or another schedule published by the Utility and applicable to the customer's requirements, except that in no case shall the Utility be required to maintain transmission, switching or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electrical supply under the terms of the schedule elected by the customer.

3. A customer may not change from one schedule to another during the term of contract except with the consent of the Utility.

4. The service connections, transformers, meters and apparatus supplied by the Utility for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Utility.

5. The customer shall install only motors, apparatus or appliances which are suitable for operation with the character of the service supplied by the Utility, and which shall not be detrimental to the service supplied, and the electric power must not be used in such a manner as to cause unprovided for voltage fluctuations or disturbances in the Utility's transmission or distribution systems. The Utility shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service.

6. No attachment of any kind whatsoever may be made to the Utility's lines,

poles, crossarms, structures or other facilities without the express written consent of the Utility.

7. All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor and the proper balancing of phases. Motors which are frequently started or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current flow, and must be of a type, and equipped with controlling devices, approved by the Utility. The customer agrees to notify the Utility of any increase or decrease in his connected load.

8. The Utility will not supply service to customers who have other sources of energy supply except under schedules which specifically provide for same. The term "other sources of energy supply" as used in these terms and conditions of service or in any of the Utility's schedules shall mean "other sources of electric energy supply" except where the Utility provides service as standby or partial standby for a source of energy other than electric energy.

9. The customer shall not be permitted to operate his own generating equipment in parallel with the Utility's service except on written permission of the Utility.

10. Resale of energy will be permitted only by written consent of the Utility.
(Ord. 713, 12/19/1973)

§22-112. Power Factor of Lighting Equipment.

1. When neon, flourescent or other types of lighting equipment having similar power factor characteristics are installed, the customer shall furnish, install and maintain at his own expense, corrective apparatus designed to increase the power factor of the individual units or the entire group of such units to not less than 90 percent lagging.

2. Where old equipment, including signs, is moved to a new location, it will, under this Section, be considered as a new installation.

(Ord. 713, 12/19/1973)

§22-113. Domestic Service.

1. Individual residences shall be served individually with single-phase service under the domestic service schedule. The customer may not take service for two or more separate residences through a single point of delivery under any schedule, irrespective of common ownership of the several residences, except that in the case of an apartment house with a number of individual apartments the landlord shall have the choice of providing separate wiring for each apartment so that the Utility may supply each apartment separately under the domestic service schedule, or of purchasing the entire service through a single meter under the appropriate commercial service schedule without submetering the service to the apartments.

2. Where a single-family house is converted to include separate living quarters or dwelling units for more than one family, or where two or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the domestic service schedule, with the minimum charge and the quantity of kilowatt-hours in each block multiplied by the number of dwelling units or families occupying the

building. If a standard approved type of electric water heater or heaters is installed in such a building, the number of kilowatt-hours to be billed at the applicable water heater rate shall be the number of kilowatt-hours provided for in the domestic service schedule for the total tank capacity of such electric water heater or heaters installed in the building, but no kilowatt-hours shall be billed at the applicable water heater rate until customer shall have been billed at the rate as modified herein for exempted kilowatt-hours, as stated in §22-201.6, "Water Heater Service," times the number of dwelling units.

3. The domestic service schedule shall cease to apply to that portion of a residence which becomes regularly used for business, professional, institutional or gainful purposes or which requires 3-phase service. Under these circumstances, the customer shall have the choice of (A) separating the wiring so that the residential portion of the premises is served through a separate meter under the domestic service schedule, and the other uses as enumerated above are served through a separate meter or meters under the appropriate commercial service schedule, or (B) taking the entire service under the appropriate commercial service schedule. Single-phase motors of 10 h.p. or less may be served under the appropriate domestic service schedule. Large single-phase motors may be served where, in the Utility's sole judgment, the existing facilities of the Utility are adequate.

4. Detached building or buildings, actually appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the customer's residence wiring through the residence meter.

(Ord. 713, 12/19/1973)

§22-114. Denial or Discontinuance of Service.

1. The Utility reserves the right to refuse any applicant for service if the applicant is indebted to the Utility for any service rendered at any location, provided the Utility shall advise the applicant to such effect, and the Utility reserves the right to discontinue to serve any customer without notice in case of an emergency or to prevent fraud upon the Utility. The Utility also reserves the right after at least 5 days notice in writing to discontinue to serve any customer: (A) who is indebted to the Utility for any service rendered at any location (on other than equal payment plan accounts having a credit balance), (B) for failure to provide and maintain adequate security for the payment of bills as requested by the Utility, or (C) for failure to comply with these terms and conditions.

2. Any discontinuance of service shall not terminate the contract between the Utility and the customer nor shall it abrogate any minimum charge which may be effective.

(Ord. 713, 12/19/1973)

§22-115. Re-connection Charge.

In cases where the Utility has discontinued service for nonpayment of bills and/or other causes stipulated herein, the right is reserved to charge the customer an amount for re-connection commensurate with the cost of same.

(Ord. 713, 12/19/1973)

Part 2**Rates and Charges****§22-201. Schedule R.E.; Residential Electric Service.**

1. *Availability of Service.* Available for full domestic electric service through one meter to individual residential customers.

2. *Rate.*

- | | |
|--------------------------|----------------------------|
| A. R1 Customer Charge | \$6.00 per monthly billing |
| First 500 kwhs used @ | 10.35 cents per kwh |
| All over 500 kwhs used @ | 9.40 cents per kwh |

B. R2

Charges as R1, except last 400 kwh @ 9.40 cents per kwh subject to first 300 kwhs at R1 rate. The last 400 kwh to be reduced if necessary to ensure first 300 kwhs billed at R1 rate.

C. All rates kwh charge subject to fuel adjustment.

[Ord. 836]

3. *Minimum Charge.* This schedule is subject to a minimum monthly charge of \$1 for each meter installed.

4. *Prompt Payment Discount.* Bills for service will show the net amount and a gross amount of 5 percent greater than the net amount. Payment of the bill within 15 days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

5. *Fuel Clause.*

A. This rate is based upon the average cost of fuel consumed by Duquesne Light Company at its principal generating stations as applicable to the cost of energy purchased by the Utility.

B. If during any monthly period a charge above or below .180 cents per kwhr is made by Duquesne Light for fuel adjustment to the energy purchased by the Utility, an additional charge or credit during the second month thereafter equal to the difference between the charge made by Duquesne Light and .180 cents per kwhr will be made on the actual kwhr used during said second month.

6. *Water Heater Service.*

A. Where a customer has installed and in regular use a standard approved electric water heater or heaters of not less than 30 gallons capacity, the last 400 kwhrs used in any month shall be billed at the rate of 9.40 cents per kwhr. [Ord. 836]

B. This provision, however, shall in no event apply to the first 300 kwhrs used in any month which shall be billed in accordance with the "Rate" as set forth in subsection .2. [Ord. 836]

7. *Special Terms and Conditions.*

A. See §§22-101–20-115 of this Part for terms and conditions.

B. This schedule is available for single-phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable commercial service or power schedule will apply to such power service.

C. The standard approved type of electric water heater to be served as provided for in subsection .6 shall consist of a permanently installed tank of not less than 30 gallons capacity meeting the requirements of the American National Standards Institute and the Underwriters' Laboratories, Inc., as in effect at the time of installation. The heater shall be equipped with thermostatically controlled heating elements totaling at least 1,000 watts. No single element shall exceed 5,500 watts. If the total of the elements exceeds 5,500 watts, the elements must be interlocked so that the maximum wattage input to the water heater is not greater than 5,500 watts.

D. There shall be installed in connection with each heater such temperature and pressure protection equipment as may be specified by any governmental inspection service having jurisdiction.

E. The Utility shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly the minimum charge and the quantity of kWhs in each block of the rate shall be multiplied by 2. If an approved water heater is installed and the customer is billed bimonthly, the kWhs allowable at the rate of 2.0 cents per kWh shall be multiplied by 2, but no kWhs shall be billed at 2.0 cents per kWh until the customer shall have been billed at the rate as modified for the first 400 kWhs used during the bimonthly period.

8. *Term of Contract.* Annual.

(Ord. 713, 12/19/1973; as amended by Ord. 836, 12/20/1989)

§22-202. Commercial Electric Service.

1. *Availability of Service.* Available to any customer for light, heat, power and/or other purposes.

2. *Rate.*

Demand @		5.85 per kwh
First 300 times kWhs @		8.115 cents per kwh
All over 300 times kWhr @		7.205 cents per kwh
Service charge(s):	single-phase	\$6.75 per month
	three-phase	\$8.95 per month

All rates kWh charge subject to fuel adjustment.

[Ord. 836]

3. *Minimum Charge.* Minimum monthly charge sum of 3 kWhs plus service charge. [Ord. 836]

4. *Prompt Payment Discount.* Bills for service will show the net amount and a gross amount of 5 percent greater than the net amount. Payment of the bill within 15

days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

5. *Fuel Clause.*

A. This rate is based upon the average cost of fuel consumed by Duquesne Light Company at its principal generating stations as applicable to the cost of energy purchased by the Utility.

B. If during any monthly period a charge above or below .180 cents per kwhr is made by Duquesne Light for fuel adjustment to the energy purchased by the Utility, an additional charge or credit during the second month thereafter equal to the difference between the charge made by Duquesne Light and .180 cents per kwhr will be made on the actual kwhrs used during said second month.

6. *Credits Modifying Rate.* Bills computed under the rates set forth herein will be modified by credits as follows:

A. *Delivery Voltage.* The rate set forth in this schedule is based upon the delivery and measurement of transformed energy. When the measurement of energy is made at the primary voltage of the transmission or distribution line serving the customer, the kwhrs as metered will be multiplied by .95.

B. *Equipment Supplied by Customer.* When the customer furnishes and maintains the complete substation equipment including any and all transformers and/or switches and/or other apparatus necessary for the customer to take his entire service at the primary voltage of the transmission or distribution line from which service is to be received, a credit of .15 cents per kw of monthly billing demand will be applied to each monthly net bill.

7. *Measurement of Energy and Determination of Demand.* Energy supplied hereunder will be delivered through not more than one single-phase and/or one polyphase meter. Customer's demand shall be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. Where energy is delivered through two meters the monthly billing demand will be taken as the sum of the two demands separately determined. For the purpose of billing, no demand shall be taken as less than 5 kw.

8. *Term of Contract.* Annual.

9. *Special Terms and Conditions.*

A. See §§22-101–22-115 of Part 1 for terms and conditions.

B. In the event the Utility, in order to prevent voltage fluctuations or disturbances on its system, installs separate transformer or transformers to supply service to welders, X-ray machines, or other equipment having similar electrical operating characteristics, such service will be metered and billed separately from the customer's other service. The minimum monthly charge for separate service to welders, X-ray machines, etc., will be \$1.50 per kilovolt-ampere of installed transformer capacity instead of the minimum charge set forth in subsection .3.

C. This schedule is also available to customers having other sources of energy supply but who desire to purchase service from the Utility. Where such conditions exist the customer shall contract for the maximum amount of demand in kw which the Utility might be required to furnish, but not less than 3 kw. The Utility shall

not be obligated to supply demands in excess of that contracted for. In the event that the customer's actual demand, as determined by demand meter or indicator, in any month exceeds the amount of his then existing contract demand, the contract demand shall then be increased automatically to the maximum demand so created by the customer. Where service is supplied under the provisions of this Section, the billing demand each month shall be 5 kw or the contract demand, whichever is greater, and the minimum charge shall be as follows instead of the minimum charge set forth under subsection .3.

- (1) First 5 kw or fraction thereof of contract demand - \$10 per month.
- (2) Each kw of contract demand in excess of 5 kw - \$2 per month per kw.

D. The Utility shall have the option of reading meters monthly or bimonthly and rendering bills accordingly to customers who are billed on the basis of minimum billing demand. When bills are rendered bimonthly the minimum charge and quantity of kwhrs in each block of the rate shall be multiplied by 2.

(Ord. 713, 12/19/1973; as amended by Ord. 836, 12/20/1989)

§22-203. General Service All-Electric.

1. *Availability of Service.* Available to any customer who desires total electric service and will be furnished subject to approval of the Utility provided the customer obtains all energy needs from the Utility.

Kwh @	\$5.85
First 300 times kwd @	7.900 cents per kwh
All over 300 times kwd @	7.105 cents per kwh
Service charge	\$14.85 per month

[Ord. 836]

2. *Minimum Charge.* This schedule is subject to a minimum monthly charge of \$14.85. [Ord. 836]

3. *Prompt Payment Discount.* Bills for service will show the net amount and a gross amount of 5 percent greater than the net amount. Payment of the bill within 15 days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

4. *Fuel Clause.*

A. This rate is based upon the average cost of fuel consumed by Duquesne Light Company at its principal generating stations as applicable to the cost of energy purchased by the Utility.

B. If during any monthly period a charge above or below .180 cents per kwhr is made by Duquesne Light for fuel adjustment to the energy purchased by the Utility, an additional charge or credit during the second month thereafter equal to the difference between the charge made by Duquesne Light and .180 cents per kwhr will be made on the actual kwhrs used during said second month.

5. *Special Terms and Conditions.*

A. Where the rates of this Section are applicable, the bill will be calculated with the second block of the first 50 times the kw of monthly billing demand at 3.4 cents per kwhr and the second block of the next 150 times the kw of monthly billing demand at 2.2 cents per kwhr.

B. See §§22-101–22-115 of this Part for terms and conditions.

6. *Term of Contract.* Annual.

(Ord. 713, 12/19/1973; as amended by Ord. 836, 12/20/1989)

§22-204. Outdoor Lighting Service.

1. *Availability of Service.* Available for outdoor lighting to individual customers and to real estate developers.

2. *Rate for Overhead Lighting Service.*

A. For each lamp with luminaire and an upsweep arm not over 6 feet in length, controlled by photoelectric relay, where service is supplied from an existing pole and secondary facilities of the Utility:

175 watt \$12.25 per month

400 watt \$15.00 per month

All rates kwh subject to fuel adjustment.

[Ord. 836]

B. When service cannot be supplied from an existing pole of the Utility carrying a secondary circuit, the Utility will install one pole and/or one span of secondary circuit of not over 150 feet for an additional charge of .50 cents per month.

C. When facilities other than those specified in subsection .2.A are to be installed by the Utility, the customer will, in addition to the monthly charge or charges provided for in subsection .2.A, pay in advance the installation cost for the new overhead facilities in excess of one pole and/or 150 feet of secondary circuit.

3. *Prompt Payment Discount.* Bills for service will show the net amount and a gross amount 5 percent greater than the net amount. Payment of the bill within 15 days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

4. *Term of Contract.* Annual.

5. *Hours of Lighting.* All lamps shall burn from one-half hour before sunrise, every night and all night, burning approximately 4,000 hours per annum.

6. *Ownership of Facilities.* All facilities necessary for service including fixtures, controls, poles, transformers, secondaries, lamps and other appurtenances shall be owned and maintained by the Utility. All service and necessary maintenance will be performed only during the regular scheduled working hours of the Utility. The Utility shall be allowed 48 hours after notification by the customer to replace all burned-out lamps.

7. *Special Terms and Conditions.*

A. See §§22-101–22-115 of this Part for terms and conditions.

B. The Utility shall have the option of rendering monthly or bimonthly bills.

(Ord. 713, 12/19/1973; as amended by Ord. 836, 12/20/1989)

§22-205. All-Electric Homes.

1. *Availability of Service.* Available on an optional basis for year round domestic service through one meter to individual residential customers whose principal energy requirements for lighting, the operation of all major appliances including air conditioning equipment, water heating, and heating of all dwelling space in the home are furnished by electric service delivered by the Utility.

2. *Rate.*

- A. For the first 200 kWhrs or any part thereof used in any month - \$7.
- B. For the next 600 kWhrs used in the same month - 2.8 cents per kWhr.
- C. For the next 1,000 kWhrs used in the same month - 2.3 cents per kWhr.
- D. For all over 1,800 kWhrs used in the same month - 2.0 cents per kWhr.

3. *Minimum Charge.* This schedule is subject to a minimum monthly charge of \$7.

4. *Prompt Payment Discount.* Bills for service will show the net amount and a gross amount 5 percent greater than the net amount. Payment of the bill within 15 days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

5. *Fuel Clause.*

A. This rate is based upon the average cost of fuel consumed by Duquesne Light Company at its principal generating stations as applicable to the cost of energy purchased by the Utility.

B. If during any monthly period a charge above or below .180 cents per kWhr is made by Duquesne Light for fuel adjustment to the energy purchased by the Utility, an additional charge or credit during the second month thereafter equal to the difference between the charge made by Duquesne Light and .180 cents per kWhr will be made on the actual kWhr used during said second month.

6. *Term of Contract.* Annual.

7. *Water Heater Service.*

A. Where a customer has installed and in regular use a standard approved electric water heater or heaters of not less than 30 gallons capacity, the last 400 kWhrs used in any month shall be billed at the rate of 2.0 cents per kWhr.

B. This provision, however, shall in no event apply to the first 200 kWhrs used in any month which shall be billed in accordance with the rate as provided for in subsection .2.

8. *Special Terms and Conditions.*

A. See §§22-101–22-115 of this Part for terms and conditions.

B. This schedule is available for single-phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable commercial service or power schedule will apply to such power service.

C. The standard approved type of electric water heater to be served under

subsection .7 shall consist of a permanently installed tank of not less than 30 gallons capacity meeting the requirements of the American National Standards Institute and the Underwriters Laboratories, Inc., as in effect at the time of installation. The heater shall be equipped with thermostatically controlled heating elements totaling at least 1,000 watts. No single element shall exceed 5,500 watts. If the total of the elements exceeds 5,500 watts, the elements must be interlocked so that the maximum wattage input to the water heater is not greater than 5,500 watts.

D. There shall be installed in connection with each heater such temperature and pressure protection equipment as may be specified by any governmental inspection service having jurisdiction.

E. The Utility shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly the minimum charge and the quantity of kWhrs in each block of the rate shall be multiplied by 2. If an approved water heater is installed and the customer is billed bimonthly, the kWhrs allowable at the rate of 2.0 cents per kWhr shall be multiplied by 2, but no kWhrs shall be billed at 2.0 cents per kWhr until the customer shall have been billed at the rate as modified for the first 400 kWhrs used during the bimonthly period.

(Ord. 713, 12/19/1973)

§22-206. Large Power Service.

1. *Availability of Service.* Availability for commercial or industrial service. Customers shall contract for a definite amount of electrical capacity in kilovolt-amperes which shall be sufficient to meet normal maximum requirements but in no case shall the capacity contracted for be less than 50 kva. The Utility may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 25 kva.

2. Rate.

A. *Primary Portion.* Kwhrs in an amount equal to the product of the first 30 times the kva of monthly billing demand - 4.5 cents per kWhr.

B. *Secondary Portion.* Kwhrs in an amount equal to the product of the next 170 times the kva of monthly billing demand:

(1) For the first 2,000 kWhrs - 3.5 cents per kWhr.

(2) For the next 8,000 kWhrs - 2.5 cents per kWhr.

(3) For the next 90,000 kWhrs - 1.6 cents per kWhr.

C. *Excess Portion.* Remainder of energy used same month in excess of the primary and secondary portions - 1.4 cents per kWhr.

3. *Minimum Charge.* This schedule is subject to a minimum monthly charge of \$1.50 per kva of monthly billing demand. The minimum monthly charge so determined shall be subject to:

A. Adjustments as determined under subsection .5.

B. Credits as determined under subsection .7.C.

4. *Prompt Payment Discount.* Bills for service will show the net amount and a

gross amount 59 percent greater than the net amount. Payment of the bill within 15 days of the mailing date will entitle the customer to a prompt payment discount equal to the difference between the gross and net amounts.

5. *Fuel Clause.*

A. This rate is based upon the average cost of fuel consumed by Duquesne Light Company at its principal generating stations as applicable to the cost of energy purchased by the Utility.

B. If during any monthly period a charge above or below .180 cents per kwhr is made by Duquesne Light for fuel adjustment to the energy purchased by the Utility, an additional charge or credit during the second month thereafter equal to the difference between the charge made by Duquesne Light and .180 cents per kwhr will be made on the actual kwhr used during said second month.

6. *Measurement of Energy and Determination of Demand.* Energy supplied will be delivered through not more than one single-phase and/or one polyphase meter. Billing demand in kva shall be taken each month as the average of the three highest 15-minute integrated peaks in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Utility's option as the highest registration of a thermal type demand meter or indicator, divided by the average monthly power factor established during the month, corrected to the nearest kva. Where energy is delivered through two meters, the billing demand will be taken as the sum of the two demands separately determined. Monthly billing demand established shall not be less than the customer's contract capacity except that where the customer purchases his entire requirements for electric light, heat and power under this schedule, the monthly billing demand shall not be less than 50 kva.

7. *Credits and Charges Modifying Rate.* Bills computed under the rate set forth herein will be modified by debits or credits as follows:

A. *Power Factor.*

(1) The rate set forth in this schedule is based upon the maintenance by the customer of an average power factor of 85 percent for each month, as shown by integrating instruments. When the average monthly power factor is above or below 85 percent, the kwhrs as metered will, for billing purposes, be multiplied by the following constants:

Effective Monthly Power Factor	Constant
1.00	.951
.95	.965
.90	.981
.85	1.000
.80	1.023
.75	1.050
.70	1.0835

.65	1.1255
.60	1.1785
.55	1.2455
.50	1.3335

(2) Constants for other than the effective power factors given in the foregoing table will be determined from the same formula used to determine the given constants.

B. Delivery Voltage.

(1) The rate set forth in this schedule is based upon delivery and measurement of transformed energy.

(2) When the measurement of energy is made at the primary voltage of the transmission or distribution line used to supply the customer the energy as billed after power factor correction (see paragraph .A) will be multiplied by .95.

C. Equipment Supplied by the Customer. When the customer furnishes and maintains the complete substation equipment including any and all transformers and/or switches and/or other apparatus necessary for the customer to take service at the voltage of the primary transmission or distribution line from which said customer is to receive service, the following credits in addition to that set forth in this Section will be applied to each monthly net bill.

Delivery Voltage	Credit per Kva of Monthly Billing Demand
2,400	\$0.10
4,000	\$0.15

8. *Term of Contract.* Contracts under this schedule will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each, until either party shall give at least 60 days written notice to the other of the intention to discontinue at the end of any yearly period. The Utility will have the right to make contracts for periods of longer than 1 year.

9. *Special Terms and Conditions.*

A. See §§22-101–22-115 of Part 1 of this Part for terms and conditions.

B. This schedule is also available to customers having other sources of energy supply but who desire to purchase service from the Utility. Where such conditions exist the monthly billing demand shall not be less than the customers; contract capacity, nor shall it be less than the customer’s highest previously established monthly billing demand during the term of the contract.

(Ord. 713, 12/19/1973)

