

**VEOLIA ENERGY PHILADELPHIA, INC.**  
**HEATING AND COOLING SERVICE TARIFF**

ISSUED: DECEMBER 26, 2017

EFFECTIVE: JANUARY 1, 2018

ISSUED BY: MICHAEL J. SMEDLEY, VICE PRESIDENT  
2600 CHRISTIAN STREET  
PHILADELPHIA, PA 19146

VEOLIA ENERGY PHILADELPHIA, INC.

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VEOLIA ENERGY PHILADELPHIA, INC.

HEATING AND COOLING SERVICE TARIFF

Philadelphia District

That section of the City of Philadelphia bounded by South Street, Broad Street, Carpenter Street, Grays Ferry Avenue, Woodland Avenue, Fortieth Street, Girard Avenue, West College Avenue, Poplar Street, South College Avenue, Girard Avenue, Dyott Street, and the Delaware River.

ISSUED: DECEMBER 26, 2017

EFFECTIVE\*: JANUARY 1, 2018

\*FILED ON LESS THAN STATUTORY NOTICE PURSUANT TO COMMISSION ORDER  
ENTERED DECEMBER 21, 2017 AT R-2017-2593142

ISSUED BY: MICHAEL J. SMEDLEY, VICE PRESIDENT  
2600 Christian Street  
Philadelphia, PA 19146

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# NOTICE

THIS SUPPLEMENT MAKES CHANGES AND INCREASES IN  
EXISTING RATES. SEE 18<sup>th</sup> REVISED PAGE NO. 2.

ISSUED BY: MICHAEL J. SMEDLEY, VICE PRESIDENT  
2600 CHRISTIAN STREET  
PHILADELPHIA, PA 19146

LIST OF CHANGES MADE BY THIS SUPPLEMENT

GENERAL RATE INCREASE (18<sup>th</sup> revised pages 1 and 2; 18<sup>th</sup> revised page 19; 6<sup>th</sup> revised pages 25, 26, 28 and 39).

The Company's Rate S is being increased, resulting in projected Company revenues 5.2% above previous levels. Half the increase is phased in effective January 1, 2018, and the remaining half effective January 1, 2019. Corresponding changes are being made to the rates in the various riders directly linked to Rate S.

The Monthly Rate Table has been reformatted for greater clarity.

This supplement reflects roll-in to base rates of all amounts previously recovered under the State Tax Adjustment Surcharge ("STAS"). The STAS shall be maintained to provide only for future legislative changes in state tax rates.

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### HOW TO USE LOOSE-LEAF TARIFF

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as "Original Page," consecutively numbered, commencing with the Title Page, which in all cases will be considered as Page No. 1. For example: "Original Page No. 2," "Original Page No. 3," etc.

2. All changes in, additions to, or eliminations from original pages will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.

3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No. ...," the second time as "Second Revised Page No. ...," etc. First revised pages will supersede original pages; second revised pages will supercede first revised pages, etc.

4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example: If changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A." " If a second added page should be required, it would be issued as "Original Page No. 2B". Subsequent reprints will be consecutively designated as "Second Revised...," "Third Revised...," etc.

5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it is to supersede, and the page which is to be superseded thereby plainly marked "See following page for pending revision." On the date when such revised page becomes effective the page superseded should be removed from the Tariff.

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**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

Btu - British thermal unit.

capacity charge - A charge based upon the rate-of-use of steam.

condensate - The water condensed from steam.

connected load - The aggregate of the devices located on the premises of the customer which are connected to the Company's service, or which can be connected by the opening of a valve.

consumption - The steam delivered to the Customer's piping system; or its equivalent, the weight of condensate discharged, expressed in pounds of steam.

consumption charge - A charge based upon the quantity of steam used.

Customer - Any person, partnership, association, or corporation, lawfully receiving service from the Company.

demand - The maximum rate-of-use of steam, determined in the manner set forth in this Tariff; expressed in pounds of steam per hour, or the equivalent in pounds of condensate.

heating season - Heating season months are the eight months - October through May. Non-heating season months are the four months - June through September.

hour - Any period of 60 consecutive minutes.

month - A month under this Tariff means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter or meters installed on the Customer's premises.

point of delivery - That single point at which the service-supply pipe of the Company terminates and the Customer's facilities for receiving service begin.

pounds of steam - The quantity of steam supplied is measured in pounds and the amount is the same as the amount of water which would result from condensing steam.

pronouns - The masculine, singular, pronoun (he, his, him) relates to Customer, whether male, female, partnership or corporation.

property line - The division line between land held in or for private use, and and in which the public or the Company has a right of use; or, the division line between separately owned or occupied land.

## RULES AND REGULATIONS

### 1. THE STEAM TARIFF

1.1 FILING AND POSTING. A copy of this Tariff, which comprises the Rates, Rules and Regulations under which steam service will be supplied to its customers by Trigen-Philadelphia Energy Corporation (referred to as "Company") is on file with the Pennsylvania Public Utility Commission and is posted and open to inspection at the offices of the Company.

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 everyone lawfully receiving steam service from the Company, under the rates therein, and receipt of steam service shall constitute the receiver a Customer of the Company as the term is used herein, whether service is based upon contract, agreement, accepted signed application, or otherwise.

1.4 BASIS OF CHARGE. Time elapsed is a factor in the supply of steam service and the rates and minimum charges named in this Tariff are stated in values for direct application only to monthly periods of service supply and will be adjusted for application to service supplied during other time intervals.

1.5 RULES AND REGULATION. The Rules and Regulations, filed as a part of this Tariff, are a part of every contract for service made by the Company and govern all classes of service where applicable, unless specifically modified by a rate or rider provision.

1.6 USE OF RIDERS. The terms governing the supply of service under a particular rate may be modified or amended only by the application of standard riders filed as a part of this Tariff.

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

### 2. SERVICE LIMITATIONS

2.1 TYPE OF SUPPLY. This Tariff applies only to the regular and usual supply of steam by the Company at the pressure available in the locality in which premises to be served are situated. Except as may be otherwise agreed in writing by the Company and a Customer, the Company shall in no event be obligated to furnish steam at a gauge pressure per square inch in excess of nominally 55 pounds during the months of November, December, January, February and March, and 125 pounds during all other months.

(C)  
(C)

(C) Indicates change

ISSUED: AUGUST 5, 2014

EFFECTIVE: SEPTEMBER 1, 2014

ISSUED BY: MICHAEL J. SMEDLEY, VICE PRESIDENT  
2600 CHRISTIAN STREET  
PHILADELPHIA, PA 19146

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## RULES AND REGULATIONS - Continued

2.2 SINGLE POINT DELIVERY. The rates named in this Tariff are based upon the supply of service through a single delivery and metering point for the total requirements at each separate premises of the contracting Customer. Separate supply for the same Customer at other points of consumption shall be separately metered and billed.

2.3 PURPOSE OF USE. The use of service shall not be for any purpose, or in any place, other than that stipulated in the Customer's application, without consent of the Company.

### 3. CUSTOMER'S INSTALLATION

3.1 INFORMATION FROM CUSTOMER. Anyone desiring to equip his premises for the use of steam should communicate with the Company directly or through his contractor, preferably in writing, giving the exact location of the premises and the details of all steam utilization equipment to be used.

3.2 POINT OF DELIVERY. Upon request, the Company will designate a point at which the Customer shall terminate his piping for connection to the service of the Company, but such information does not constitute an agreement, or obligation, on the part of the Company to furnish service.

3.3 SPACE FOR METER. The Customer shall provide, free of expense to the Company a dry, warm, and otherwise suitable place for the meter or meters, or other equipment of the Company which may be necessary for the fulfillment of such contracts as may be entered into with the Company.

3.4 LOCATION OF METER. The space provided for the Company's meters and equipment shall be of convenient access to the Company's employees. Its location shall be such as to permit measurement of the entire supply and the meter connections shall not be concealed by plaster or sheathing.

3.5 CUSTOMER'S PIPING. All house piping and appurtenances on the premises of the Customer, except the metering equipment, shall be the property of the Customer, provided and maintained by him.

3.6 CONDENSATE METERING. In the case of the measurement of supply with condensate meters, the Customer shall arrange his piping so that the condensate water shall be drained to the point specified for the meter location. At this point the Customer shall furnish an adequate meter support, cooling equipment, and receiving tank with a suitable strainer and tell-tale piping to indicate steam leakage to the meter at a location and of a character approved by the Company; and provide suitable connection from the meter to the sewer. The temperature of the water to be measured by the condensate meter shall be not greater than 140 degrees Fahrenheit.



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## RULES AND REGULATIONS - Continued

3.7 **SYSTEM DRAINAGE.** Service will be furnished only when the piping, fittings, and other equipment are so arranged that the condensation in the Customer's system will drain away from the service supply piping and any metering equipment that may be installed in the supply lines.

3.8 **RELOCATION.** In the event that the Company shall be required by any public authority to relocate any mains or feeders, the Customer, at his expense, shall change the location of the point of delivery to a point readily accessible to the new location.

### 4. APPLICATION FOR SERVICE

4.1 **PLACE OF APPLICATION.** Applications for steam service may be made at the office of the Company.

4.2 **SERVICE CONTRACT.** Every applicant for steam service may be required to sign a contract, agreement, or other form then in use by the Company, covering the special circumstances of his use of steam, and shall abide by the Rules and Regulations and the requirements of the Company.

4.3 **CONTRACT DATA.** The application shall contain a statement of the premises to be served, the rate under which service is desired, and such conditions or riders as are applicable to the special circumstances of the case.

4.4 **RIGHT TO REJECT.** The Company may place limitations on the amount and character of service it will supply or may reject applications for service not available under a standard rate, or which might affect the supply of service to other Customers, or to be delivered at a location which involves excessive supply cost, or for other good and sufficient reasons.

4.5 **ACCEPTANCE.** When an application is accepted, or when service is supplied according thereto either without modification or with supplemental agreement, it constitutes the contract between the Customer and the Company, subject to the Rules and Regulations.

4.6 **SPECIAL CONTRACTS.** Standard contracts shall be for terms as specified in the statement of the rate, but where large or special investment is necessary for the supply of service, or where service is to be used for an emergency or temporary replacement of another method of operation, contracts of longer term than specified in the rate, or with special guarantees of revenue, or both, may be required.

4.7 **UNAUTHORIZED USE.** Unauthorized connection to the Company's steam service supply facilities, and/or the use of service obtained from the Company without authority, or by any false pretense, may be terminated by the Company with reasonable notice. The use of service without notifying the Company and enabling it to read its meter will render the user

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**RULES AND REGULATIONS - Continued**

liable for any amount due for service supplied to the premises from the time of the last reading of the meter, immediately preceding his occupancy, as shown by the Company's books.

**5. CREDIT**

5.1 **PAYMENT OBLIGATION.** The supply of service for any purpose, at any location, is contingent upon payment of all charges provided for in this Tariff as applicable to the location and the character of service.

5.2 **PRIOR DEBTS.** Service will not be furnished to former Customers until any indebtedness to the Company for previous service of the same classification has been satisfied.

5.3 **GUARANTEE OF PAYMENTS.** Where an applicant's credit is not established, a deposit, or other guarantee, satisfactory to the Company, may be required as security for the payment of final bills and compliance with the Company's Rules and Regulations, before the Company will render service. Any Customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued or the customer's credit standing impaired through failure to comply with Tariff provisions.

5.4 **AMOUNT OF DEPOSIT.** The deposit shall not exceed the maximum estimated amount which would accrue for the two months' greatest use of service at applicable rate.

5.5 **RETURN OF DEPOSIT.** Deposits secured from a Customer shall be returned with accrued interest when the Customer establishes satisfactory credit with the Company. In cases of discontinuance of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

5.6 **INTEREST ON DEPOSIT.** The Company will allow simple interest at the rate of 6% per annum on cash deposits. Deposits shall cease to bear interest upon discontinuance of service.

**6. SERVICE-SUPPLY FACILITIES**

6.1 **COMPANY'S SERVICE-SUPPLY PIPE.** Where the Company has supply mains of adequate capacity adjacent to the premises to be served, it will install at its expense the service-supply pipe extending from its main to approximately 18 inches inside the property line, together with a shut-off valve and means for connection to the Customer's piping, for Customers who are ready to take service.

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## RULES AND REGULATIONS - Continued

6.2 SERVICE-SUPPLY ALTERATIONS. Changes in location of service-supply pipe, or meter and connections, for the accommodation of the Customer, shall be at the expense of the Customer.

6.3 METERS. The Company will furnish and install, maintain and own, any meter or meters required in the supply of service.

### 7. EXTENSIONS

7.1 SUPPLY MAIN CONSTRUCTION. The Company will install, own and maintain steam supply mains located on the highway or on rights-of-way acquired by the Company and used or usable as part of the Company's general supply system.

7.2 OBLIGATION TO EXTEND. The Company's obligation to extend its facilities to a new point of delivery is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied.

7.3 SPECIAL EXTENSIONS. Where the business in prospect does not warrant the expenditure required to serve it, the Company will determine from the circumstances of each case, what guarantees of revenue, or what financing, shall be required of the Customer.

### 8. RIGHTS-OF-WAY

8.1 TERM AND RENTALS. When the premises of a Customer is so located that he can be served only by facilities extending over the property of another, the Customer shall accept service for such term as is provided in the permit or agreement covering the location and the maintenance of service equipment, and he shall reimburse the Company for any and all special or rental charges that may be made for such rights by said permit or agreement.

8.2 PROCUREMENT BY CUSTOMER. Customers applying for the construction of an extension may be required to secure to, and for, the Company, all necessary and convenient rights-of-way and to pay the costs incident thereto.

8.3 DELAYS. Applications for service from an extension to be constructed where a right-of-way is not owned by the Company will only be accepted subject to delays incident to obtaining a satisfactory right-of-way.

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**RULES AND REGULATIONS - Continued****9. INTRODUCTION OF SERVICE**

9.1 **COMPANY'S RIGHT TO INSPECT.** The Company shall have the right but shall not be obliged, to inspect any installation before service is introduced or at any later time, and reserves the right to reject any piping or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, piping, or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the Customer.

9.2 **DEFECTIVE INSTALLATION.** The Company may refuse the supply of service if, in its judgment, the Customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.

9.3 **UNSATISFACTORY INSTALLATION.** The Company may refuse the supply of service if, in its judgment, the Customer's equipment, or use thereof, might injuriously affect the equipment of the Company, or the Company's service to other customers.

9.4 **FINAL CONNECTION.** In all cases the final connection between the Customer's installation and the Company's service supply-lines shall be made by the Customer.

**10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES**

10.1 **COMPANY MAINTENANCE.** The Company shall keep in repair and maintain its own property installed on the premises of the Customer.

10.2 **CUSTOMER'S RESPONSIBILITY.** The Customer shall be responsible for safekeeping of the Company's property while on the Customer's premises. In event of Injury or destruction of any such property, the Customer shall pay the costs of repairs and replacement.

10.3 **PROTECTION BY CUSTOMER.** The Customer shall protect the equipment of the Company on his premises, and shall not permit any person, except a Company employee having a standard badge of the Company or other Company identification, to break any seals upon, or do any work on, any meter, service-supply pipe or other equipment of the Company located on the Customer's premises.

10.4 **TAMPERING.** In the event of the Company's meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for any repairs or

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**RULES AND REGULATIONS - Continued**

replacements required, as well as for costs of inspections, investigations, and protective installations.

10.5 **RIGHT OF ACCESS.** The Company's identified employees shall have access to the premises of the Customer at all reasonable times for the purpose of reading meters, and for installing, testing, inspecting, repairing, removing, or changing any or all equipment belonging to the Company.

10.6 **OWNERSHIP AND REMOVAL.** All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the Customer at any time after the termination of service from whatever cause.

**11. SERVICE CONTINUITY**

11.1 **REGULARITY OF SUPPLY.** The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service; but, should the supply be interrupted by the Company 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 should the supply of service be interrupted, or fail, by reason of accident, strike, legal process, State or municipal interference, or any cause whatsoever, beyond its control, the Company shall not be liable for damages, direct or consequential resulting from such interruption or failure.

11.2 **NOTICE OF TROUBLE.** The Customer must immediately notify the Company if the service is interrupted or is otherwise unsatisfactory due to defects, leaks, trouble, or accident, affecting the supply of steam.

**12. CUSTOMER'S USE OF SERVICE**

12.1 **USE OF STEAM.** Steam service is intended to be used for operating heating systems, generating hot water, and the supply of the process steam required in ordinary manufacturing operations. The Customer must comply with ordinance or other municipal requirements controlling or regulating the use or discharge of steam or steam condensate. The Company will supply steam to operate prime movers for air conditioning systems, fire pumps, vacuum pumps used in conjunction with the heating system, and for the generation of electricity. The capacity of steam available at each service location for such service will be specified by the Company.

12.2 **RESALE OF SERVICE.** A Customer may resell steam purchased from the Company under a single contract at one application of an available rate when the purchased steam is the exclusive source of the Customer's supply, is for the total requirements of the premises served, and the location and use of the resold

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**RULES AND REGULATIONS - Continued**

steam conforms to the availability requirements of this Tariff for supply to Customer for his own account.

12.3 PULSATIONS. Steam shall not be used in such a manner as to cause objectionable pressure pulsations or disturbances in the Company's steam system, and in case of violation of this rule, the Company may require that the Customer correct the character of his use, or in the absence of correction, may discontinue the service.

12.4 ADDITIONAL LOAD. The service supply pipe, meters and equipment supplied by the Company for each Customer have definite capacity and no additions to the equipment or load connected thereto will be allowed except by consent of the Company.

12.5 FAILURE TO GIVE NOTICE. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other equipment caused by the additional or changed installation.

### 13. MEASUREMENT

13.1 SUPPLY OF METERS. The measurement of steam service shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment, and may from time to time, change or alter the equipment, its sole obligation being to supply meters that will accurately and adequately furnish records for billing purposes.

13.2 SPECIAL MEASUREMENTS. The Company shall have the right, at its option and its own expense, to place demand meters, pressure gauges, special meters, or other instruments, on the premises of any Customer for the purpose of determining the adequacy of the Company's service or for making tests of all or any part of the Customer's load.

13.3 DEMAND LIMITER. Steam shall not be used at any time at a rate which, if continued for one hour, would record a demand 50% in excess of the Customer's actual maximum hourly rate of use as shown by a demand meter, or his contracted demand, and the Company may at its option install a demand limiting device to enforce this provision.

13.4 METER READING INTERVALS. The Company will read its meters at scheduled regular intervals of one or more months and will render standard bills for the recorded use of service based upon the time interval between meter readings.

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RULES AND REGULATIONS - Continued

14. TESTS

14.1 METER TESTS. The Company, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

14.2 REQUEST TESTS. The Company will make additional tests or inspections of its meters at the request of a Customer, but reserves the right to assess the charge provided for in the Steam Regulations of the Pennsylvania Public Utility Commission, under conditions therein specified.

14.3 ADJUSTMENT FOR ERROR. Should any meter become defective or fail to register correctly (within an allowance of plus or minus 4%) determined by a test of the meter, an adjustment shall be made by one or more of the following methods:

- (a) using the demand and consumption registered by the repaired or replaced meter during the period next following the meter correction or change;
- (b) averaging the amount registered for the preceding billing period and the amount registered during not less than one week immediately subsequent to the adjustment or replacement of the meter;
- (c) using the demand and consumption for the billing period preceding the meter problem;
- (d) using or averaging the demand and consumption for the same time period(s) from the year(s) preceding the incorrect registration.

In each case the Company may take into consideration the character of use by the Customer, the month of the year, temperature conditions, changes to the Customer's steam system, and any other information reasonably calculated to accurately estimate actual steam demand and consumption during the period of the meter problem.

14.4 ADMINISTRATION TESTS. The Company, at its own expense, will make only such tests as it deems necessary for the proper administration of its rates, or as are required by law.

14.5 TESTING SERVICE. The Company will, upon request by the Customer, make tests to supply special information regarding the Customer's use of service, provided that the estimated cost of such special tests shall be paid by the Customer to the Company in advance.

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**RULES AND REGULATIONS - Continued****15. STANDARD PAYMENT TERMS**

15.1 BILLING PERIOD. Billing for service will be based upon the amount of use and the time interval of its supply. Rate values stated for direct application to monthly supply periods will be adjusted when the time elapsed between readings is substantially greater or less than a month.

15.2 PAYMENT PERIOD. Bills are payable upon presentation, and payment may be made at the office of the Company. Payment for service must be received by the Company before the due date shown on the bill, which shall not be less than 15 days from the date of transmittal of the bill, with the exception of accounts with the United States of America or the Commonwealth of Pennsylvania or any of their departments or institutions, for which 30 days will be allowed. If the normal due date should fall on a Saturday, Sunday, bank holiday, or any other day when the offices of the Company which regularly receive payments are not open to the general public, the due date shall be extended to the next business day. The payment period will not be extended because of the Customer's failure to receive a bill unless said failure is due to the fault of the Company.

15.3 FINANCE CHARGE. If payment is made at a Company office or authorized payment agency after the due date shown on the bill, a finance charge will be added to the unpaid balance until the entire bill is paid. If payment is made by mail, the finance charge will be added if the payment is received by the Company more than 5 days after the due date shown on the bill. The finance charge will be 2% per month.

15.4 BUDGET BILLING. Upon request of the Customer and agreement with the Company, the estimated total use of all service to be received by the Customer over the nine-month period from September through May may be budgeted over that period and a monthly budget bill, based on the estimated average use, will be rendered for payment each month. A settlement bill rendered in June will include actual service during the most recent billing period plus any over or under collection of actual charges for the nine-month period. In computing the settlement bill, interest at the rate of 1% per month will be applied monthly to the difference between actual monthly bills for service and the revenues received from the Customer for each of the nine months in the budget billing period. Customers will be paid for interest on net over-collections and will be billed for interest on net under-collections. Customer may pay more than the budgeted amount in any month to avoid interest charges. Actual bills for service will be rendered in July and August, and at the Customer's option, any net under-collection for service during the nine-month budget period may be paid in three equal installments with the June, July and August monthly bills with interest applied to the unpaid balance at the rate of 1% per month. If any monthly budget bill is unpaid at the time that the next monthly bill is rendered, the Customer will be notified with the next monthly bill that budget billing has been terminated. If budget billing is terminated, finance charges of 2% per month



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**RULES AND REGULATIONS - Continued**

will be added to the unpaid balance of actual charges on the billing date in accordance with Rule 15.3.

15.5 **PAYMENT BY MAIL.** If a bill is paid by mail, the date of the postmark will not be considered the date of payment. The date of payment will be the day on which payment is received by the Company.

15.6 **CALCULATION OF FINANCE CHARGE.** Where a finance charge is applicable, the amount of the finance charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance, exclusive of any previous unpaid finance charges or late payment charges, by the appropriate finance charge rate.

15.7 **APPLICATION OF PAYMENT.** When payment is received by the Company from a Customer who has an unpaid balance which includes late payment or finance charges, the payment will be applied first to such charges and then to the remainder of the unpaid balance.

15.8 **RETURNED CHECK CHARGE.** If a check received in payment of a Customer's account is returned to the Company unpaid by the Customer's bank and cannot be redeposited by the Company for payment on the second attempt, a returned check charge equal to the service fee charged by the bank to the Company plus \$8.00 will be added to the Customer's account.

**16. DISCONNECTION BY THE COMPANY**

16.1 **NON-PAYMENT SHUT-OFF.** The Company may disconnect its service on reasonable notice and remove its equipment in case of non-payment of bill.

16.2 **SHUT-OFF FOR CAUSE.** The Company may disconnect on reasonable notice if entry to its meter or meters is refused or if access thereto is obstructed or hazardous; or for other violation of these Rules and Regulations.

16.3 **SAFETY SHUT-OFF.** The Company may disconnect without notice if the Customer's installation has become hazardous or defective.

16.4 **DEFECTIVE EQUIPMENT SHUT-OFF.** The Company may disconnect without notice if the Customer's equipment or use thereof might injuriously affect the equipment of the Company, or the Company's service to other customers.

16.5 **SHUT-OFF FOR FRAUD.** The Company may disconnect with reasonable notice for abuse, fraud, or tampering with the connections, meters, or other equipment of the Company.

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## RULES AND REGULATIONS - Continued

16.6 RECONNECTION CHARGE. As a condition precedent to the restoration of service discontinued by reason of act or default of the Customer, the Company shall require the payment of the monthly minimum for the unexpired term of the contract, or so much of it as has accrued during the period of suspension, together with all arrearages, and a reconnection charge of:

- (a) \$20.00 per account where disconnection was effected by use of the shut-off valve;
- (b) Actual cost where disconnection was effected by removing service connections.

## 17. UNFULFILLED CONTRACTS

17.1 NOTICE OF DISCONTINUANCE BY CUSTOMER. Notice to discontinue service prior to the expiration of a contract term will not relieve a Customer from any minimum, or guaranteed, payment under any contract or rate.

17.2 COMPLETION OF TERM. If, by reason of any act, neglect or default of a Customer, the Company's service is suspended, or the Company is prevented from supplying service in accordance with the terms of any contract it may have entered into with him, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

## 18. CANCELLATION BY CUSTOMER

18.1 TERMINATION NOTICE. Customers who have fulfilled their contract term and wish to discontinue service must give at least three days' written notice to that effect.

18.2 FINAL BILL. The Customer is liable for service taken after notice to terminate his contract, until the meter is read and/or steam shut off. The final bill for service is then due and payable immediately.

## 19. GENERAL

19.1 OFFICE OF THE COMPANY. Wherever in this Tariff, it is provided that notice be given or sent to the Company, or the office of the Company, such notice, delivered or mailed, postage prepaid, shall be deemed sufficient if mailed to 2600 Christian Street, Philadelphia, PA 19146.

19.2 NO PREJUDICE OF RIGHTS. The failure by the Company to enforce any of the terms of this Tariff shall not be deemed a waiver of its right to do so.

## RULES AND REGULATIONS - Continued

19.3 GRATUITIES TO EMPLOYEES. The Company's employees are strictly forbidden to demand or accept any personal compensation or gifts from customers or suppliers of the Company.

19.4 EXCEPTIONAL CASES. The usual supply of steam service shall be subject to the provisions of this Tariff; but where special service-supply conditions or problems arise, or a special type of service is requested by Customers, for which provision is not otherwise made, the Company may modify or adapt its supply terms, and/or quote a rate based on the cost of furnishing such service, to meet the peculiar requirements of such case, provided that such modified terms and/or rates are a rational expansion of standard tariff provisions.

19.5 ASSIGNMENT. Subject to the rules and Regulations, all contracts made by the Company shall be binding upon, and oblige, and enure to the benefit of, the successors and assigns, heirs, executors, and administrators, of the parties thereto.

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STATE TAX ADJUSTMENT SURCHARGE

In addition to the net charges provided for in this Tariff, exclusive of Steam Cost Rate charges, a surcharge of 0.00% will apply to all service for bills rendered on and after January 1, 2018.

(C)

The above surcharge will be recomputed, using the same elements prescribed by the Commission:

- (a) Whenever any of the tax rates used in calculation of the surcharge are changed.
- (b) Whenever the utility makes effective increased or decreased rates;
- (c) And on March 31, 2018, and each year thereafter.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasioned such recomputation; and that if the recomputed surcharge is less than the one in effect, the utility will, and if the recomputed surcharge is more than the one then in effect, the utility may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge, the effective date which shall be 10 days after filing.

(C) Indicates Change

**STEAM COST RATE****PROVISION FOR STEAM COST RATE.**

The steam cost rate shall be applied to each thousand pounds of steam billed under the applicable rates and riders of this Tariff

**COMPUTATION AND APPLICATION OF STEAM COST RATE.**

The steam cost rate shall be computed monthly to the nearest one-thousandth of a dollar in accordance with the formula set forth below:

$$\text{SCR} = [C / (\text{PS} - \text{PS}_c) - B] - [(E/\text{PS} - \text{PS}_c)]$$

The steam cost rate so computed each month shall be applicable to all Customers' invoices with an ending service date in that month. There will be no proration made for steam used before and after the 1st calendar day of the billing month. Subject to the approval of the Pennsylvania Public Utility Commission, the rate calculated by the application of the formula contained herein may be revised on an interim basis if it is determined that the then effective rate so calculated will result in material over or under collections. Such revision shall become effective thirty (30) days from the date of the revised filing unless otherwise ordered by the Commission.

**DEFINITIONS.**

**“SCR”** - steam cost rate

**“Computation Year”** - the twelve month period from September through the following August

**“C”** - Projected total costs of steam and electricity production during the computation year as calculated below:

$$C = (\text{SP}_p * \text{CSP}_1) + \text{SM}_p$$

Where:

**SP<sub>p</sub>** = Projected total thousand pounds of steam to be purchased during the computation year, other than cooling steam.

**STEAM COST RATE - Continued**

**CSP<sub>1</sub>** = Actual cost per thousand pounds of steam purchased during the prior month.

**SM<sub>p</sub>** = Projected total costs of Trigen-produced steam and electricity and water and electric revenues and expenses incurred during the computation year, as calculated below.

**PS** = Total projected sales in thousand pounds of steam.

**PS<sub>c</sub>** = Projected sales of **COOLING** steam in thousand pounds of steam.

**B** = Base unit fuel cost per thousand pounds of steam billed to customers (\$7.782 as of date of issuance of Tariff Steam-PA. P.U.C. No. 3).

**E** = Actual net over or under collection balance from the prior year.

**SM<sub>p</sub>** =  $[(PS + DL - SP_p - PS_c) * 1.195^a / .8^b * F_p] + (T_p * 4.5^c * F_p) + W_p + L_p - (CRL_p + CRW_p) + H_p$

Where:

**Note<sup>a</sup>:** 1 Mlb. of saturated steam at 150 psi equals 1.195 MMBtus, per ASME Steam Tables, 6th Edition

**Note<sup>b</sup>:** Trigen's estimated annual steam plant efficiency is 80%.

**Note<sup>c</sup>:** 4.5 is a coefficient derived by dividing the 3.413 MMBtus per Megawatt hour of electricity (per Mark's Standard Handbook for Mechanical Engineers) by Trigen's estimated 95% Turbine Generator efficiency; then dividing the quotient by Trigen's estimated 80% Boiler efficiency.

**DL** = Trigen's estimated distribution system losses (excluding those associated with cooling steam sales) expressed in thousand pounds of steam.

**F<sub>p</sub>** = Actual cost per MMBtu of fuel (lower heating value) consumed during the preceding month.

**T<sub>p</sub>** = Projected megawatt-hours of Trigen electricity sales during the computation year.

**STEAM COST RATE - Continued**

$W_p$  = Projected total water and sewer costs during the computation year.

$L_p$  = Projected total electricity purchases at Schuylkill Station during the computation year.

$CRL_p$  = Projected total electricity revenues during the computation year.

$CRW_p$  = Projected total water revenues from the Grays Ferry Cogeneration Partnership during the computation year.

$H_p$  = Actual prior month fuel hedge costs (revenues)

Over/Under Collection Formula:

$$E = [S_a * C_1 / (PS_1 - PSC_1)] - [A_a + (TF_a + L_a + W_a - CRL_a - CRW_a - H_a)] + \{E_1 - [E_1 / (PS_1 - PSC_1)] * S_a\} + I$$

Where:

$S_a$  = Actual total thousand pounds of steam, less cooling steam, billed to all customers for the most recent year ended June 30.

$C_1$  = The annual "C" factor utilized for billing to customers for the most recent year ended June 30, such that the monthly "C" factors will be weighted by the proportion of each month's thousand pounds of steam billed to the annual total thousand pounds of steam billed.

$PS_1$  = Total projected thousand pounds of steam sales from the prior year's SCR calculation.

$PSC_1$  = Projected thousand pounds of cooling steam sales from the prior year's SCR calculation.

$A_a$  = Actual total costs of steam purchased for resale (excluding cooling steam and associated line losses) for the most recent year ended June 30.

$TF_a$  = Actual total fuel costs for Trigen manufactured steam (excluding cooling steam and associated line losses) and electricity for the most recent year ended June 30.

$L_a$  = Actual total electricity purchases at Schuylkill Station for the most recent year ended June 30.

**STEAM COST RATE - Continued**

$W_a$  = Actual total water and sewer costs for the most recent year ended June 30.

$CRL_a$  = Actual total electricity revenues for the most recent year ended June 30.

$CRW_a$  = Actual total water revenues from the Grays Ferry Cogeneration Partnership for the most recent year ended June 30.

$H_a$  = Actual fuel hedge costs (revenues) for the most recent year ended June 30.

$E_1$  = The "E" factor from prior year's SCR calculation

$I$  = Interest on gross over or under collections for the most recent year ended June 30 which is computed monthly using the appropriate rate as specified in section 1308(d) of the Public Utility Code from the month the over or under collection occurs to the effective month such over collection is refunded or such under collection is recouped. Customers shall not be liable for interest on net under collections.

**FILING WITH PENNSYLVANIA PUBLIC UTILITY COMMISSION: AUDIT: RECTIFICATION**

The filing of the Company's initial annual steam cost rate effective during the billing periods of September through August setting forth the projected values for each component of the steam cost rate, shall be submitted to the Commission by August 1 of each year and is subject to the Commission's approval prior to its implementation. Thereafter, the Company will calculate a new value for the steam cost rate monthly based on the formula contained herein and submit the calculation to the Commission for informational purposes only.

The application of the steam cost rate shall be subject to continuous review and to audit by the Commission at such intervals as the Commission shall determine. The Commission shall continuously review the reasonableness and lawfulness of the amounts of the charges produced by the steam cost rate and the charges included therein.

If from such audit it shall be determined, by final order entered after notice and hearing, that this clause has been erroneously or improperly utilized, the Company will rectify such error or impropriety, and in accordance with the terms of the order apply credits or additional charges against future steam cost rates for such revenues as shall have been erroneously or improperly collected. The Commission's order shall be subject to the Right of Appeal.



**STEAM COST RATE - Continued**

**REPORTING REQUIREMENTS.**

The Company shall file quarterly reports within thirty (30) days following the conclusion of each quarter of the computation year. These reports will be in such form as the Commission shall prescribe. The third quarterly report shall be accompanied by a tentative estimate of the steam cost rate for the next computation year.

**EXCLUSION FROM OTHER CHARGES.**

Amounts billed for the steam cost rate shall not be subject to the state tax adjustment surcharge set forth elsewhere in this Tariff.

**RATE S STEAM SERVICE**

**AVAILABILITY.**

Steam for heating or process use at locations where the Company's mains are suitable for supply of service.

**MONTHLY RATE TABLE.**

(I)

Months Covered	Type of Charge	Tier Breakdown	Rate at 1/1/2018		Rate at 1/1/2019		Unit of Measure
			*Base Fuel	Non-Fuel	*Base Fuel	Non-Fuel	
October through May	Demand	0 to 300	\$2.638		\$2.858		per pound per hour of steam
		301 to 40,000	\$1.778		\$1.926		hour of steam
		over 40,000	\$1.565		\$1.695		billing Demand
	Consumption	0 to 100	\$7.782	\$8.677	\$7.782	\$9.402	per thousand pounds
		Over 100	\$7.782	\$7.369	\$7.782	\$7.984	of steam used
June through September	Demand		None		None		
	Consumption	0 to 100	\$7.782	\$7.527	\$7.782	\$8.158	per thousand pounds
		Over 100	\$7.782	\$6.490	\$7.782	\$7.028	of steam used

\* Customer's total fuel cost is computed using (1) the Base Fuel rate (which remains constant) and (2) the Steam Cost Rate (SCR) found on pages 20 through 24 (which reconciles monthly).

State Tax Adjustment Clause and Steam Cost Rate apply to the above rates.

**DETERMINATION OF DEMAND.**

Demand may be determined by:

- (a) Use of a demand-limiter which will fix the maximum rate-of-use;
- (b) Measurement at the expense of the Customer;
- (c) Measurement at the expense of the Company.

**FIXED DEMAND.** The billing demand may be determined by agreement with the Customer, based upon his connected load and estimated maximum requirements for steam; and in such case, the actual demand shall be restricted to the value agreed upon by the installation of a limiting device.

**FIXED DEMAND VS. MEASUREMENT AT THE EXPENSE OF THE CUSTOMER.** The billing demands of Customers who use less than 500 pounds of steam per hour shall be:

- (a) Fixed by a demand-limiter; or,

(I) Indicates Increase

RATE S STEAM SERVICE - Continued

- (b) Measured when the Customer elects to pay an additional charge of \$11.18 per heating season month per demand meter; provided that, whenever a Customer elects to have the method of determining his billing demand changed, the method chosen shall remain in effect for not less than 12 months.

MEASURED DEMAND. Where demands are measured, the recorded demand (which shall be the billing demand except as hereinafter provided) shall be the load in pounds of steam per hour, occurring during the single hour of greatest use, in such manner that the pounds of steam used in such hour shall be greater than in any other hour that could be similarly selected.

BILLING DEMAND. In the case of demands fixed by limiting devices, the billing demand shall be the rated capacity of the demand-limiter; and, in the case of measured demands, shall be the recorded demand of the month in question, except that the billing demand in any heating season month shall be not less than 90% of the greatest recorded demand during the preceding seven heating season months, nor less than 75% of the load contracted for as specified in the application for service under this rate.

SUMMER STEAM.

In the absence of notice to shut off the steam, service will be supplied during the four non-heating season months for demands, not greater than the smallest demand of the preceding heating season at the prices of the consumption charge, subject to a minimum of \$23.15 effective 1/1/18 and \$24.43 effective 1/1/19 and to the charge or credit of the Steam Cost Rate. (I)

MINIMUM CHARGE.

The monthly minimum charge shall be the capacity for Customer's billing demand for the month, but in no case less than \$23.15 effective 1/1/18 and \$24.43 effective 1/1/19. (I)

TERM OF CONTRACT.

An initial term to be agreed upon prior to the introduction of service, but not less than one year; and thereafter from year to year until terminated by three days' written notice.

PAYMENTS TERMS.

Standard.

(I) Indicates Increase

## STANDARD RIDERS

## INTRODUCTORY STATEMENT

Customers under the different rates of this Tariff frequently desire special services or present unusual situations and conditions of supply which require special supply terms, charges or guarantees or which warrant modification of the amount or method of charge from the prices set forth in the rate under which they are supplied. Modifications for such conditions are defined by rider provisions included as a part of this Tariff. That portion of a Customer's steam usage billed under any Rider entered into after July 27, 1993, may not be billed under another Rider unless this limitation is waived by the Company in its discretion in order to retain or obtain a Customer that otherwise would not be retained or obtained.

CASUALTY RIDER

**APPLICABILITY.** To service delivered during a period when a Customer is prevented for a length of time in excess of 48 hours from using all or a substantial part of the amount contracted for by reason of strike, riot, fire, storm, flood, drought, interference by civil or military authorities, or any other cause external to the Customer's premises of similar nature and magnitude beyond his control.

**NOTICE REQUIRED.** Written request shall be made to the Company for the application of this rider with advice as to the extent of the interruption, its date, cause and probable duration.

**GUARANTEES WAIVED.** Guarantees of revenue under the Customer's contract shall be suspended during the period of the interruption, but shall be restored when the cause of interruption shall cease, be removed or remedied.

**BILLS PRORATED.** Bills for service supplied shall be prorated, based on the actual level of operation during the period of suspension of guarantees.

**RETURN TO NORMAL USE.** The Customer shall use reasonable diligence in resuming the use of service provided in his contract.

**TERM.** The contract term shall be extended for a period equal to the period of suspension so that the Company shall secure a working term at full connected load equal to the term of the contract.

STANDARD RIDERS - Continued

CONSTRUCTION RIDER

APPLICABILITY. To service supplied during a preliminary operating or construction period while the load is being built up to a normal level, during a receding load period after the expiration of a standard contract term while a business is in the process of dissolution or during a period of substantial remodeling or renovation.

RATE. The price per thousand pounds (mlbs.) for a Customer's construction load shall be equal to the applicable fuel charge imposed under the Steam Cost Rate in effect when the service was rendered, plus \$17.75 effective 1/1/18 and \$18.58 effective 1/1/19 per mlb. of steam consumed. (I)

The minimum monthly billing for this service during the period October through May shall be \$420.05 effective 1/1/18 and \$454.49 effective 1/1/19. The minimum monthly billing for this service during the period of June through September shall be \$23.15 effective 1/1/18 and \$24.43 effective 1/1/19. (I)

WAIVER OF DEMAND CHARGES. All demand charges will be waived during the period Customer is billed under this Rider.

RIDER TERM. The total term of application of this rider during the preliminary or construction period shall be 6 months subject to the option of the Company to grant not more than three successive renewals of the rider term on major construction projects.

CONTRACT TERM. The termination date of a contract for service to permanent installations to which this rider is applied shall be extended for a period corresponding to the total time of the rider application during start up, construction or extension of the Customer's plant so that the Company will be assured the business represented by service to the total connected load for the term provided in the contract.

(I) Indicates Increase

## STANDARD RIDERS - Continued

RECEIVERSHIP RIDER

**APPLICABILITY.** To service supplied a Receiver-Trustee for the continued operation of a property formerly under contract for its steam service requirements.

**AUTHORITY FOR OPERATION.** The Receiver-Trustee shall possess the authority under appointment by Court, through an order duly entered, to operate premises recited in a contract for steam service under which the Company has been supplying steam.

**ACCEPTANCE.** The Receiver-Trustee shall accept and adopt for the continuation of the supply of steam service the contract theretofore in effect, including all of its provisions, and agree to pay the Company for all service furnished hereunder during the receivership-trusteeship at the rate specified therein.

**BILLING.** The Company reserves the right to render bills on a biweekly basis. To provide for biweekly billing under this rider, the provisions of the applicable rate and rider, if any, will be modified as follows:

- a) Where applicable, all references to monthly or month will be changed to biweekly or biweek.
- b) The recorded demand in pounds per hour to be used in determining the billing demand for the billing period will be the greatest single hour demand in the billing period.
- c) The greatest recorded demand used as a basis for determining the 90% minimum billing demand will be determined in accordance with the definition in the rate schedule in such a manner that the computed minimum will not be affected by biweekly billing.
- d) The total capacity charge will first be determined from the pricing in the monthly rate table and such sum will then be multiplied by 14/30ths (0.4667) to determine the capacity charge for the billing period.
- e) The consumption charge will be determined by using the pricing in the monthly rate table; however, the limit of the billing units in the first price block will be 46.67 thousand pounds.
- f) The minimum charge will be determined on a monthly basis and such sum will then be multiplied by 0.4667 to determine the minimum charge for the billing period.
- g) A discount of 0.4% will be applied to the total bill.

STANDARD RIDERS - Continued

RECEIVERSHIP RIDER - Continued

- h) A bill will be rendered each billing period covering the charges for the preceding billing period and such bill shall be paid within fifteen (15) days after receipt thereof

CONTRACT TERM. The completion of the term of the contract taken over, or as terminated by the discharge of the Receiver-Trustee, or as arranged with the Receiver-Trustee for the continuation of supply under the standard terms of this Tariff.

STANDARD RIDERS - Continued

TEMPORARY SERVICE RIDER

APPLICABILITY. To the supply of service for a temporary period.

AVAILABILITY. Temporary service will be supplied only when the Company has available unsold distributing and generating capacity from which to furnish it, and its supply will not in any way interfere with service to other customers.

INVESTMENT IN SUPPLY FACILITIES. The cost of the connection and disconnection of the service supply and of any equipment and extension of facilities required to furnish the temporary service under the applicable rate shall be paid by the Customer, but such payment shall not confer upon, nor entitle the Customer to any title to, or right of property in, said facilities and equipment.

MINIMUM TERM. Application of this Rider shall not, for billing purposes, be considered to be for a period of less than one month.

CONTRACT TERM. Short term arrangements as agreed upon.



## STANDARD RIDERS - Continued

NEW SERVICE RIDER

**APPLICABILITY.** Both Steam Price Discounts and the Escalation Cap under this Rider are applicable to all new and existing Customers whose use of steam will increase in excess of 1,000 thousand pounds (mlbs) of steam per year; where (i) the increased use commences after July 27, 1993 (ii) such increased use is identifiable either by separate metering, distinct end use, or other form of objective measurement of the additional load, and (iii) the Customer enters into a five (5) year agreement to purchase steam from the Company for such increased usage subject to the terms of this Rider. The increased usage is hereafter referred to as "New Load", and the Steam Price Discounts and the Escalation Cap described in this Rider are applicable only to the Customer's New Load.

**AVAILABILITY.** This Rider is not available to New Load where the separately identifiable load will essentially no more than substitute for the existing operations and facilities of any other Customer(s) served by the Company.

This Rider is not available to a Customer who temporarily stops purchasing steam from the Company for the purpose of subsequently reinstating service and taking advantage of this Rider.

**STEAM PRICE DISCOUNTS.** In addition to the Escalation Cap described below, the following annual price discounts are applicable respectively for service rendered in each of the five years as measured from the date an agreement under this Rider is executed, or, if service is not taken by the Customer contemporaneous with execution of such an agreement, then as measured from (i) the date of commencement of service, or (ii) thirty-six (36) months after the date of execution, whichever occurs first:

YEAR	STEAM PRICE DISCOUNT OFF NON-FUEL PORTION OF RATE S APPLICABLE TO CUSTOMER'S NEW LOAD
FIRST	25%
SECOND	20%
THIRD	15%
FOURTH	10%
FIFTH	5%

**ESCALATION CAP.** In addition to the Steam Price Discount described above, during the five year period commencing upon execution of an agreement entered pursuant to this Rider, the cumulative percentage increase to the non-fuel portion of Rate S applicable to that

## STANDARD RIDERS - Continued

## NEW SERVICE RIDER - Continued

Customer's New Load shall not be greater than the cumulative percentage increase in the Consumer Price Index-Urban for Philadelphia ("CPI-U") measured from the date an agreement under the Rider was executed, calculated as of the end of each contract year under the agreement.

## GENERAL CONDITIONS

- (1) Discontinuance of, or changes to, this Rider will not apply to a Customer who has executed an agreement with the Company in conformity with this Rider and who has performed in accordance with this Rider.
- (2) The Company will monitor the impact of this Rider and may modify or discontinue the provisions at any time as approved by the Pennsylvania Public Utility Commission, except as provided in General Condition (1).
- (3) A Customer will be eligible to enter into more than one (1) agreement under this Rider for separately identifiable New Loads added by the Customer which otherwise comply with this Rider.
- (4) A Customer may terminate an agreement entered into under this Rider at any time prior to the end of the five year term by (i) providing the Company with 120 days written notice by certified mail, return receipt requested, and (ii) paying the Company the accrued savings, plus interest on said savings realized by the Customer pursuant to this Rider ("Termination Payment"). Interest will be at the rate of 12% simple interest per annum, and will be calculated on a monthly basis from the date the savings were realized. The Company will provide a Customer with an estimate of the Termination Payment within 14 days of receiving written notice requesting said estimate.
- (5) An agreement executed pursuant to this Rider shall designate either (a) heating, (b) domestic hot water, (c) process, (d) humidification and/or (e) supplemental, as the end use of the steam purchased pursuant to this Rider. Failure by the Customer to use steam provided by Company as the exclusive source of energy for such end use shall terminate any agreement entered into pursuant to this Rider and the Customer shall pay the Company the Termination Payment as described in General Condition (4).
- (6) If a Customer utilizes less than 1000 mlbs of steam per year, any agreement entered into under this Rider will terminate and the Customer shall pay the Company the Termination Payment as described in General Condition (4).

STANDARD RIDERS - Continued

NEW SERVICE RIDER - Continued

- (7) Except as specifically set forth herein all terms set forth in Company Steam Service Tariff, Steam - PA P.U.C. No. 3, including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.

## STANDARD RIDERS - Continued

FIVE YEAR AGREEMENT RIDER

APPLICABILITY. The Escalation Cap under this Rider is applicable to all existing customers who enter into a five (5) year agreement to purchase steam from the Company for certain designated end uses subject to the terms of this Rider.

ESCALATION CAP. During the term of a five year agreement entered pursuant to this Rider, the cumulative percentage increase to the non-fuel portion of Rate S applicable to the end uses designated by the Customer shall not be greater than the cumulative percentage increase in the Consumer Price Index-Urban for Philadelphia ("CPI-U") measured from the date an agreement under the Rider was executed, calculated as of the end of each contract year under the Agreement.

## GENERAL CONDITIONS

- (1) Discontinuance of, or changes to, this Rider will not apply to a Customer who has executed an agreement with the Company in conformity with this Rider and who has performed in accordance with this Rider.
- (2) The Company will monitor the impact of this Rider and may modify or discontinue the provisions at any time as approved by the Pennsylvania Public Utility Commission, except as provided in General Condition (1).
- (3) A Customer will be eligible to enter more than one (1) agreement under this Rider for separately identifiable end uses.
- (4) A Customer may terminate an agreement entered into under this rider at any time prior to the end of the five year term by (i) providing the Company with 120 days written notice by certified mail, return receipt requested, and (ii) paying the Company the accrued savings, plus interest on said savings realized by the Customer pursuant to this Rider ("Termination Payment"). Interest will be at the rate of 12% simple interest per annum, and will be calculated on a monthly basis from the date the savings were realized. The Company will provide a Customer with an estimate of the Termination Payment within 14 days of receiving written notice requesting said estimate.
- (5) An agreement executed pursuant to this Rider shall designate either (a) heating, (b) domestic hot water, (c) process, (d) humidification and/or (e) supplemental, as the end use of the steam purchased

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STANDARD RIDERS - Continued

FIVE YEAR AGREEMENT RIDER - Continued

pursuant to this Rider. Failure by the Customer to use steam provided by the Company as the exclusive source of energy for such end use shall terminate any agreement entered into pursuant to this Rider and the customer shall pay the Company the Termination Payment as described in General Condition (4).

- (6) Except as specifically set forth herein all terms set forth in Company Steam Service Tariff, Steam-Pa. P.U.C. No. 3, including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.

## STANDARD RIDERS - Continued

COOLING STEAM RIDER

**APPLICABILITY.** This Rider is applicable to any new or existing Customer who uses steam for purposes of meeting all or a specified portion of its cooling system requirements. The cooling steam service shall be separately metered from non-cooling service. This usage of steam is hereafter referred to as "Cooling Steam Requirements," and the rates described in this Rider are applicable only to the Customer's Cooling Steam Requirements.

**RATE.** As of November 1, 1997, the price for Cooling Steam Requirements shall be set pursuant to a contract to be entered into between the Company and the Customer. The minimum price that Customers shall pay in any contract negotiated under this Rider shall include:

1. All costs associated with the installation of piping, valves and associated hardware within a Customer's premises necessary to provide Cooling Steam service;
2. All cost of separately metering the cooling steam;
3. All taxes incurred by Trigen as a result of Cooling Steam sales; and
4. Depending on the source of cooling steam production, (a) the cost to the Company of purchasing the Cooling Steam from the Grays Ferry Cogeneration Project or (b) the incremental cost of fuel and water utilized by the Company to produce the amount of steam sold to the Customer for Cooling Steam.

**RATE GUARANTEE.** As the Cooling Steam Rider will replace both the Company's existing Air Conditioning Service Rider and Air Conditioning Load Retention Rider, as of the effective date of this Rider Customers receiving steam to meet their Cooling Steam Requirements under those two Riders will not pay any more to the Company for Cooling Steam Service under this Rider than they would have paid under the Air Conditioning Service Rider or the Air Conditioning Load Retention Rider, for the duration of contracts in effect under those Riders.

**FILING OF CONTRACTS.** Contracts entered into by the Company with a Customer pursuant to this Rider will be filed with the Commission within thirty (30) days of execution.

STANDARD RIDERS - Continued

COOLING STEAM RIDER - Continued

GENERAL CONDITIONS

- (1) Discontinuance of, or changes to, this Rider will not apply to a Customer who has executed an agreement with the Company in conformity with this Rider and who has performed in accordance with this Rider.
- (2) The Company will monitor the impact of this Rider and may modify or discontinue the provisions at any time as approved by the Pennsylvania Public Utility Commission, except as provided in General Condition (1).
- (3) A Customer will be eligible to enter more than one (1) agreement under this Rider for separately identifiable Cooling Steam Requirements added by the Customer which otherwise comply with this Rider.
- (4) Except as specifically set forth herein all terms set forth in Company Steam Service Tariff, Steam-PA.P.U.C. No. 3 including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.

STANDARD RIDERS - Continued

REGISTERED DEMAND RIDER

**APPLICABILITY.** Demand billing pursuant to this Rider is applicable to all new and existing Customers who would normally receive measured demand bills and where the Customer has entered into an agreement to be billed pursuant to this Rider.

Customers must elect this Rider prior to October 1. Billing pursuant to this Rider will commence for all bills issued on and after the January 1 immediately following election, and will continue for two (2) calendar years.

The Initial Term of the agreement is two years. Prior to the first day of October immediately preceding the end of the Initial Term or any renewal period, Customer may elect to (i) return to demand ratchet billing pursuant to Rate S of the steam tariff then in effect, or (ii) renew the agreement for an additional one year period at the Registered Demand Rate then in effect.

**AVAILABILITY.** This Rider is not available to a Customer who receives fixed demand billing. This Rider is not available to a Customer (i) for less than the Customer’s full steam demand or (ii) for use of steam as a backup for other methods of producing or purchasing thermal energy.

**DEMAND CHARGES.** Pursuant to this Rider, the Customer will be billed based on Measured Demand, as defined in Rate S. The Billing Demand section of Rate S will not apply. The following demand charges, which shall be known as the “Registered Demand Rate,” are applicable in lieu of Capacity Charges shown in Rate S:

<b>Months Covered</b>	<b>Type of Charge</b>	<b>Tier Breakdown</b>	<b>Rate at 1/1/18</b>	<b>Rate at 1/1/19</b>	<b>Unit of Measure</b>
October through May	Capacity	0 to 300 301 to 40,000 over 40,000	\$3.900 \$2.414 \$1.571	\$4.226 \$2.615 \$1.702	Per pound per hour of steam billing demand
June through Sept.	Capacity		None		

(I)

(I) Indicates Increase



STANDARD RIDERS - Continued

REGISTERED DEMAND RIDER - Continued

GENERAL CONDITIONS

- (1) Discontinuance of, or changes to, this Rider will not apply to a Customer who has executed an agreement with the Company in conformity with this Rider and who has performed in accordance with this Rider.
- (2) The Company will monitor the impact of this Rider and may modify or discontinue the provisions at any time as approved by the Pennsylvania Public Utility Commission, except as provided in General Condition (1).
- (3) Once agreement is entered into for billing pursuant to this Rider, then the Customer will be billed pursuant to the Rider's provisions for the term of the agreement.
- (4) Except as specifically set forth herein all terms set forth in Company Steam Service Tariff, Steam-PA P.U.C. No. 3, including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.

## STANDARD RIDERS - Continued

LONG TERM AGREEMENT RIDER

**APPLICABILITY.** This Rider is applicable to all Customers with annual steam consumption in excess of 5,000 thousand pounds (mlbs), who have paid the Company for steam consumption without incurring late payment charges or penalties for a minimum of 24 consecutive months, or who otherwise can establish an excellent credit record. This Rider is applicable where the Customer enters into an agreement to purchase steam from the Company subject to the terms of this Rider for a period of at least five (5) years.

**STEAM PRICE DISCOUNTS.** The following annual price discounts are applicable respectively for service rendered at a single service location in each of the years of a contract of a minimum length of five (5) years as measured from the date an agreement under this Rider is executed, or, if service is not taken by the Customer contemporaneous with execution of such an agreement, then as measured from (i) the date of commencement of service, or (ii) thirty-six (36) months after the date of execution, whichever occurs first:

<u>LENGTH OF AGREEMENT</u>	<u>STEAM PRICE DISCOUNT OFF NON-FUEL PORTION OF RATE S APPLICABLE TO CUSTOMER'S SEPARATELY METERED LOAD</u>
5 Years	5% Per Year
10 Years	10% Per Year
15 Years	15% Per Year

## GENERAL CONDITIONS

- (1) A Customer will be eligible to enter more than one (1) agreement under this Rider for separately identifiable and separately metered loads which otherwise comply with this Rider.
- (2) Agreements for terms of at least 5 years, but other than 10 or 15 years, may be negotiated by the Company, with due regard to the cost of service and peculiar Customer requirements, provided such rates are a rational expansion of the steam price discounts contained in this Rider.

## STANDARD RIDERS - Continued

LONG TERM AGREEMENT RIDER - Continued

- (3) An agreement under this Rider shall renew for a period equal to the initial term of years unless terminated in writing at least one hundred eighty (180) days prior to the expiration of the then current term.
- (4) A Customer may terminate an agreement entered into under this Rider by providing one hundred eighty (180) days written notice by certified mail, return receipt requested, and paying the Company the accrued savings plus interest on said savings realized by the Customer pursuant to this Rider ("Termination Payment"). Interest will be at the rate of 12% simple interest per annum, and will be calculated on a monthly basis from the date savings were realized. The Company will provide Customer with an estimate of the Termination Payment within 14 days of receiving written notice requesting said estimate.
- (5) An agreement executed pursuant to this Rider shall designate any of (a) heating, (b) domestic hot water, (c) process, (d) humidification, and/or (e) supplemental, as the end use of the steam purchased pursuant to this Rider. Failure by the Customer to use steam provided by the Company as the exclusive source of energy for such end use shall terminate any agreement entered into pursuant to this Rider and Customer shall pay the Company the Termination Payment as described in General Condition (4).
- (6) If a Customer uses less than 80% of its annual contract take in any contract year or fails to pay for the equivalent amount of usage, any agreement entered into under this Rider will terminate and the Customer shall pay the Company the Termination Payment as described in General Condition (4).
- (7) Except as specifically set forth herein, all terms set forth in the Company's Steam Service Tariff, Steam-PA P.U.C. No. 3, including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.
- (8) Discontinuance of, or changes to this Rider will not apply to a Customer who has executed an agreement with the Company in conformity with this Rider and who has performed in accordance with this Rider.
- (9) The Company will monitor the impact of this Rider and may modify or discontinue the provisions at any time as approved by the Pennsylvania Public Utility Commission, except as provided in General Condition (8).

## STANDARD RIDERS - Continued

BACKUP STEAM RIDER

## APPLICABILITY

This Rider is applicable to Customers who request firm backup steam service, and enter into an agreement to pay for a designated amount of backup steam for a minimum term of three (3) years.

## RATE

1. Pursuant to this Rider, a Customer shall designate a "guaranteed contract demand" representing the pounds of steam per hour the Customer seeks to have available on a firm backup basis, and for which capacity the Customer will pay a monthly charge in addition to a charge for the amount of steam actually consumed during a given billing period.
2. Charges under this Rider shall apply for each month of the year, January through December. The monthly Capacity Charge for the guaranteed contract demand shall be calculated by multiplying the guaranteed contract demand by two-thirds of the Capacity Charge prices normally applicable under Rate S. The Capacity Charge shall apply to each of the 36 months during the term of an agreement under this Rider.
3. For any month in which a Customer's Measured Demand is more than the guaranteed contract demand level but less than or equal to 110% of the guaranteed contract demand level, the monthly Capacity Charge shall be calculated by multiplying the Measured Demand by two-thirds of the Capacity Charge prices otherwise applicable under Rate S.
4. For any month in which a Customer's Measured Demand is greater than 110% of the guaranteed contract demand level, the monthly Capacity Charge shall be calculated by multiplying the Measured Demand by two (2) times the Capacity Charge prices otherwise applicable under Rate S.
5. The monthly Consumption Charge for steam actually consumed by the Customer shall be calculated under the Consumption Charge prices for the applicable months under Rate S.

## GENERAL CONDITIONS

1. An agreement under this Rider shall renew for a like period of three years unless terminated in writing at least 120 days prior to expiration of the then current term.

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ISSUED: MAY 5, 2006

EFFECTIVE: JULY 6, 2006

ISSUED BY: MICHAEL J. SMEDLEY, VICE PRESIDENT  
2600 CHRISTIAN STREET  
PHILADELPHIA, PA 19146

STANDARD RIDERS - Continued

BACKUP STEAM RIDER - Continued

2. An agreement under this Rider may be terminated if a Customer becomes a full service Customer of the Company.

## STANDARD RIDERS - Continued

BACKUP STEAM RIDER - Continued

3. An agreement under this Rider may be terminated if a Customer provides 120 days written notice to Company. If an agreement is terminated prior to the end of its 3 year term, provided the Customer has not become a full service Customer of the Company, all future monthly Capacity Charges under the agreement for the balance of the 3 year term will be due and payable at the time of the termination of the agreement.
4. During the term of an agreement under this Rider, a Customer may increase, but not decrease, its guaranteed contract demand for the balance of the current term, upon giving 120 days written notice to the Company.
5. If the Customer's Measured Demand for any month exceeds 110% of the guaranteed contract demand level, the contract demand for the following month and each month during the balance of the term of the agreement automatically shall be adjusted to the actual demand level which exceeded 100% of the guaranteed contract demand level in the month in which such excess demand occurred. Such adjustments shall occur as many times as the actual demand usage exceeds 110% of the adjusted guaranteed contract demand level.
6. Where a Customer which has signed an agreement under this Rider requires the use of backup steam, and so notifies the Company, the Company will provide backup steam to that Customer within four (4) hours of notification by the Customer.
7. A Customer using backup steam must notify the Company within four (4) hours after such usage has ended.
8. If the Company is unable to provide backup service up to the level of the guaranteed contract demand within the prescribed four (4) hour time period, the Capacity Charge will be waived for that portion of the corresponding billing period. However, if the Customer stops using backup steam for a period of 72 hours but submits another request for backup steam during the same billing period which the Company fulfills within the applicable four (4) hour time period, the Capacity Charge will be reinstated for the balance of the billing period. The Customer will be responsible for measured consumption throughout the entire billing period in all cases.
9. Where a customer which has signed an agreement under this Rider uses steam in excess of the guaranteed contract demand level, such excess steam usage may be interrupted by the Company temporarily or by use of demand limiters in order to serve other full service Customers and to meet the guaranteed contract demand of other Customers.

STANDARD RIDERS - Continued

BACKUP STEAM RIDER - Continued

10. Except as specifically set forth herein all terms set forth in Company Steam Services Tariff-PA P.U.C. No. 3, including all Rules and Regulations, all Standard Riders, and all rates and surcharges, shall be applicable to service taken under this Rider.

**STEAM AND CHILLED WATER SERVICE**  
**ECONOMIC DEVELOPMENT AND LOAD STABILIZATION RIDER**

APPLICABILITY.

This Rider is available to Customers or Applicants for service from the Company who have multiple energy options, but only where the applicability of this Rider will enable the Company to retain or supply load where it can be reasonably demonstrated that the load otherwise might not be retained or supplied by the Company and where the Company, in its discretion, decides that retaining or supplying the load under this Rider is in the best interests of the Company and the Company's steam system.

RATE.

The rate shall be negotiated between the Company and Customer or Applicant and shall not be less than the Company's variable cost of production to serve the Customer or Applicant, and shall provide a contribution to the fixed costs incurred by the Company.

CONTRACT REQUIRED.

A contract may be required for each qualifying new and existing Customer. The contract may be filed with the Commission if desired by the Company or the Customer or if required by the Commission. Any such filings under this Rider will normally be made under seal on a confidential basis.