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June 12, 2018

VIA eFILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

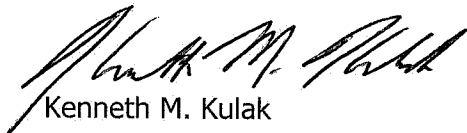
Re: Pennsylvania Public Utility Commission v. PECO Energy Company
Docket No. R-2018-3000164

Dear Secretary Chiavetta:

Enclosed please find, in the above-referenced matter, the **Motion of PECO Energy Company for Leave to File the Supplemental Direct Testimony of Richard A. Schlesinger.**

if you have any questions, please do not hesitate to contact me.

Very truly yours,



Kenneth M. Kulak

KMK/tp
Enclosures

c: Per Certificate of Service (w/encls.)

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY COMMISSION	:	
	:	
v.	:	DOCKET NO. R-2018-3000164
	:	
PECO ENERGY COMPANY	:	

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served a copy of the **Motion of PECO Energy Company for Leave to File the Supplemental Direct Testimony of Richard A. Schlesinger** on the following persons in the manner specified in accordance with the requirements of 52 Pa. Code § 1.54:

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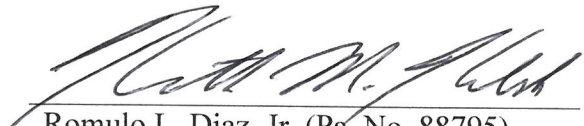
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Dated: June 12, 2018

Counsel for PECO Energy Company

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY COMMISSION	:	
	:	
	:	
v.	:	DOCKET NO. R-2018-3000164
	:	
PECO ENERGY COMPANY	:	

**MOTION OF PECO ENERGY COMPANY FOR LEAVE TO FILE THE
SUPPLEMENTAL DIRECT TESTIMONY OF RICHARD A. SCHLESINGER**

Pursuant to 52 Pa. Code § 5.103, PECO Energy Company (“PECO” or the “Company”) hereby moves for leave to file the Supplemental Direct Testimony of Richard A. Schlesinger attached hereto as Appendix A. Since this proceeding was initiated, the Company has received customer requests seeking clarification regarding groups of customer-owned streetlights and other issues under the street lighting provisions of the Company’s electric service tariff. This limited-scope Supplemental Direct Testimony is intended to address these requests by proposing minor revisions to existing Rate SL-E (Street Lighting – Customer-Owned Facilities) and proposed Rate SL-C (Smart Lighting Control) as well as conforming changes to Rate POL (Private Outdoor Lighting) and Rate SL-S (Street Lighting – Suburban Counties).

**I. MOTION FOR LEAVE TO FILE THE SUPPLEMENTAL DIRECT
TESTIMONY ATTACHED AS APPENDIX A**

1. This case was initiated on March 29, 2018, when PECO filed Tariff Electric – Pa. P.U.C. No. 6 (“Tariff No. 6”) with the Pennsylvania Public Utility Commission (“Commission”). By Order issued April 19, 2018, the Commission instituted a formal investigation to determine the lawfulness, justness and reasonableness of PECO’s

existing and proposed rates, rules and regulations. Accordingly, Tariff No. 6 was suspended by operation of law until December 28, 2018.¹

2. On May 8, 2018, a Prehearing Conference was convened by Deputy Chief Administrative Law Judge Christopher P. Pell and Administrative Law Judge F. Joseph Brady (collectively, the “ALJs”). On May 10, 2018, the ALJs issued Prehearing Order #1 which, among other things, adopted a schedule for this proceeding. Pursuant to that schedule, non-Company direct testimony is due June 26, 2018.

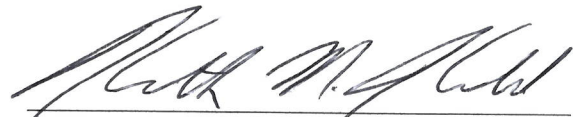
3. Since this proceeding was initiated, the Company has received customer requests seeking clarification regarding the relationship between service locations and groups of customer-owned streetlights. In his Supplemental Direct Testimony, Mr. Schlesinger explains that PECO is proposing to address these requests by making minor tariff revisions to clearly provide that connecting a group of customer-owned “utilization facilities” to a single service location is permitted, with Company approval, in accordance with PECO’s current practice. In addition, Mr. Schlesinger discusses other minor tariff revisions PECO is proposing to accurately portray the list of lighting components for which customers are responsible and to reference the point of delivery for interconnection. Mr. Schlesinger also addresses a revision to provide an implementation date for proposed Rate SL-C.

4. Given the limited nature of the testimony, PECO believes that any issues associated with these clarifications and additions can be adequately addressed in future testimony under the established schedule in this proceeding.

¹ Order, *Pa. P.U.C. v. PECO Energy Company*, Docket No. R-2018-3000164 (Order entered April 19, 2018). In accordance with the Commission’s April 19th Order and Section 53.71 of the Commission’s regulations, 52 Pa. Code § 53.71, PECO filed a tariff supplement suspending Tariff No. 6. *See* Supplement No. 1 to Tariff Electric – Pa. PUC No. 6 Suspending Original Tariff No. 6 Until December 28, 2018, Docket No. R-2018-3000164 (filed April 27, 2018).

II. CONCLUSION

WHEREFORE, for the reasons stated above, the Company respectfully requests that the ALJs grant this Motion and authorize the Company to file the Supplemental Direct Testimony attached hereto as Appendix A.



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Dated: June 12, 2018

Counsel for PECO Energy Company

APPENDIX A

SUPPLEMENTAL DIRECT TESTIMONY OF RICHARD A. SCHLESINGER

**PECO ENERGY COMPANY
STATEMENT NO. 8-S**

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION

v.

PECO ENERGY COMPANY – ELECTRIC DIVISION

DOCKET NO. R-2018-3000164

SUPPLEMENTAL DIRECT TESTIMONY

WITNESS: RICHARD A. SCHLESINGER

SUBJECT: CLARIFICATION OF RELATIONSHIP
BETWEEN SERVICE LOCATIONS AND
LUMINAIRES IN PECO ENERGY
COMPANY – ELECTRIC DIVISION TARIFF;
IMPLEMENTATION DATE FOR PROPOSED
RATE SL-C (SMART LIGHTING CONTROL)

DATED: JUNE 12, 2018

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**SUPPLEMENTAL DIRECT TESTIMONY
OF
RICHARD A. SCHLESINGER**

4

I. INTRODUCTION AND PURPOSE OF TESTIMONY

5 1. **Q. Please state your name and business address.**

6 A. My name is Richard A. Schlesinger. My business address is PECO Energy
7 Company, 2301 Market Street, Philadelphia, Pennsylvania 19103.

8 2. **Q. Have you previously provided testimony in this proceeding?**

9 A. Yes. PECO Energy Company (“PECO” or the “Company”) filed my direct
10 testimony, PECO Statement No. 8 (Direct Testimony of Richard A. Schlesinger),
11 on March 29, 2018. My background and qualifications are set forth in that
12 statement.

13 3. **Q. What is the purpose of your supplemental direct testimony?**

14 A. The purpose of my supplemental direct testimony is to support additions to
15 PECO’s proposed electric service tariff to clarify the relationship between service
16 locations and groups of customer-owned streetlights. I will also address other
17 minor clarifying tariff revisions and the addition of an implementation date of
18 July 1, 2019, for proposed Rate SL-C (Smart Lighting Control).

19 4. **Q. Please identify the exhibits you are sponsoring.**

20 A. I am sponsoring PECO Exhibit RAS-1S, which consists of clean and blackline
21 versions of PECO Exhibit MK-2 showing the changes addressed in my

1 testimony.¹ The Company anticipates that Exhibit RAS-1S will be incorporated
2 into PECO Exhibit MK-2, which is sponsored by PECO Witness Mark Kehl, in
3 the course of these proceedings.

4 **II. CLARIFICATION OF RELATIONSHIP BETWEEN SERVICE LOCATIONS**
5 **AND LUMINAIRES IN PECO ENERGY COMPANY – ELECTRIC DIVISION**
6 **TARIFF**

7 **5. Q. Please explain the relationship that PECO intends to clarify and the**
8 **Company’s reasons for doing so.**

9 A. PECO currently permits customers taking service under Rate SL-E (Street
10 Lighting – Customer-Owned Facilities) to connect customer-owned lighting
11 components (“Utilization Facilities”) to a single Service Location on the
12 Company’s distribution system. The Company also provides additional
13 conditions for connecting service to a group of Utilization Facilities under
14 Paragraph 2c of both existing Rate SL-E and proposed Rate SL-C (Smart Lighting
15 Control). In response to requests from customers, the Company proposes to
16 reference Paragraph 2c in the definition of Service Location in both Rate SL-E
17 and proposed Rate SL-C to clearly provide that connecting a group of Utilization
18 Facilities to a single Service Location is permitted, with Company approval, in
19 accordance with PECO’s current practice.

¹ PECO Exhibit RAS-1S also includes revisions to correct the spelling of “luminaires” in Rate POL and Rate SL-S and remove unnecessary spaces and hyphens.

1

IV. CONCLUSION

2 9. Q. Does this conclude your direct supplemental testimony?

3 A. Yes, it does.

**PECO Exhibit RAS-1S
(Clean)**

RATE POL PRIVATE OUTDOOR LIGHTING

AVAILABILITY.

To any residential or commercial customer with outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rates SL-S and SL-E.

MONTHLY RATE TABLE.

A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires, and a luminaire, including lamp, reactor, and control. The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation

MERCURY-VAPOR LAMPS

100 Watts (nominally 4,000 Lumens)
175 Watts (nominally 8,000 Lumens)
250 Watts (nominally 12,000 Lumens)
400 Watts (nominally 20,000 Lumens)
400 Watts Floodlight (nominally 22,000 Lumens)

<u>PRICE PER LIGHTING UNIT</u>	
<u>DISTRIBUTION</u>	
<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$13.71	\$12.21
\$18.72	\$17.28
\$23.15	\$21.87
\$29.92	\$28.23
\$32.44	\$30.75

SODIUM-VAPOR LAMPS

70 Watts (nominally 5,800 Lumens)
250 Watts (nominally 25,000 Lumens)
400 Watts (nominally 50,000 Lumens)
400 Watts Floodlight (nominally 50,000 Lumens)

<u>DISTRIBUTION</u>	
<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$18.99	\$17.52
\$30.35	\$28.66
\$33.21	\$31.52
\$35.71	\$34.02

Service to the above listed Mercury-Vapor Lamps and Sodium-Vapor Lamps is not available as of January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken mercury vapor or sodium vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

METAL HALIDE LAMPS

100 Watts (nominally 7,800 Lumens)
175 Watts (nominally 13,000 Lumens)
250 Watts (nominally 20,500 Lumens)
400 Watts (nominally 36,000 Lumens)
1000 Watts (nominally 110,000 Lumens)

<u>DISTRIBUTION</u>	
<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$28.41	\$27.45
\$29.81	\$28.04
\$31.54	\$29.79
\$35.16	\$33.51
\$61.53	\$59.91

HIGH PRESSURE SODIUM VAPOR LAMPS

50 Watts (nominally 4,000 Lumens)
70 Watts (nominally 5,800 Lumens)
100 Watts (nominally 9,500 Lumens)
150 Watts (nominally 16,000 Lumens)
250 Watts (nominally 25,000 Lumens)
400 Watts (nominally 50,000 Lumens)
1,000 Watts (nominally 130,000 Lumens)

<u>DISTRIBUTION</u>	
<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$18.86	\$17.39
\$21.43	\$19.79
\$22.65	\$21.01
\$24.74	\$23.11
\$29.05	\$27.39
\$35.22	\$33.57
\$40.58	\$39.94

LIGHT-EMITTING DIODE LAMPS

5 Watts (nominally 3,300 Lumens)
53 Watts (nominally 5,000 Lumens)
87 Watts (nominally 8,300 Lumens)
163 Watts (nominally 15,800 Lumens)
215 Watts (nominally 20,000 Lumens)

<u>DISTRIBUTION</u>	
<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$31.25	\$29.71
\$32.03	\$30.50
\$33.08	\$31.54
\$36.02	\$34.48
\$37.78	\$36.25

ENERGY SUPPLY CHARGE. Refer to the Generation Supply Adjustment Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY, NON-BYPASSABLE TRANSMISSION CHARGE, CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

RATE POL PRIVATE OUTDOOR LIGHTING (continued)**TERMS AND CONDITIONS.**

1. **Service.** Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a Point of Delivery on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of lamps and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

2. **Standard Installations.** In connection with the standard service provided herein, the Company will install, own and maintain all facilities within highway limits, all standard service-supply lines, and all Lighting Units. The customer will install, own and maintain all poles on the customer's property and all service extensions on the customer's property from the Company's standard service-supply lines.

Investment by the Company under standard conditions of supply will be limited to that warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge. Any additional investment will be assumed by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other distribution facilities are underground, supply may be underground.

3. **Non-Standard installations.** For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. **Location Authorization and Protection.** The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

Customer construction shall meet the Company's standards which are based upon the National Electrical Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work. The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

5. **Equipment Removal.** If the customer requests that the Company remove or replace any existing Private Outdoor Lighting installation, the Company will charge for removal or replacement of the installations and the associated poles and conductors used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

6. **Outage Allowances.** Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. **Customer Responsibility.** The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least three years.

PAYMENT TERMS.

Standard.

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES**AVAILABILITY.**

To any municipal entity for outdoor lighting of streets, highways, bridges, parks and similar places located outside the city and county of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder, only if all of the distribution facilities and equipment are installed, owned, and maintained by the Company.

ANNUAL RATE TABLE

The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation.

Incandescent Filament Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
320 Lumens	32	\$ 88.52
600 Lumens	58	\$126.57
1,000 Lumens	103	\$178.76
2,500 Lumens	202	\$247.99
6,000 Lumens	448	\$282.48
10,000 Lumens	690	\$342.74

Mercury Vapor Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
4,000 Lumens	115	\$211.51
8,000 Lumens	191	\$223.32
12,000 Lumens	275	\$238.08
20,000 Lumens	429	\$280.11
42,000 Lumens	768	\$400.72
59,000 Lumens	1,090	\$451.11

Service to the above listed Incandescent Filament Lamps and Mercury-Vapor Lamps is not available after January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken incandescent filament or mercury vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

High Pressure Sodium-Vapor Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
5,800 Lumens	94	\$210.00
9,500 Lumens	131	\$228.71
16,000 Lumens	192	\$257.37
25,000 Lumens	294	\$292.79
50,000 Lumens	450	\$349.45

Light-Emitting Diode Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
3,300 Lumens	35	\$374.93
5,000 Lumens	53	\$384.40
8300 Lumens	87	\$396.94
15,800 Lumens	163	\$432.25
20,000 Lumens	215	\$453.40

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment, Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT, APPLY TO THIS RATE.

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES (continued)**TERMS AND CONDITIONS.**

1. Service. Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a Point of Delivery on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of Lightning Units and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

2. Standard Installations. The Company will install, own, and maintain its distribution facilities and equipment on the public highways to the extent warranted by three times the prospective revenue recovered through the Company's tarified Variable Distribution Service Charge, with any additional investment to be assumed by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other electric distribution facilities are underground, supply may be underground.

3. Non-Standard installations. For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Annual Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Annual Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

The installation cost of lighting on private property, or for contracts of less than standard term, shall be paid by the customer.

4. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

5. Equipment Removal. If the customer requests that the Company remove or replace any existing Street Lighting installation, the Company will charge for removal or replacement of the installation and the associated poles and conductors used exclusively for the installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

6. Outage Allowances. Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each lighting installation shall be for at least three years.

PAYMENT TERMS.

Bills will be rendered monthly. Each month, for the purpose of prorating the price, shall be considered 1/12 of a year.

RATE SL-E STREET LIGHTING CUSTOMER OWNED FACILITIES**AVAILABILITY.**

To any governmental agency for outdoor lighting provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places, including directional highway signs at locations where other outdoor lighting service is established hereunder only if all of the Utilization Facilities, as defined in Terms and Conditions in this Base Rate, are installed, owned and maintained by a governmental agency.

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$6.07 per Service Location (as defined below) *
VARIABLE DISTRIBUTION CHARGE: \$0.01691 per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2.

* The service location charge includes an Energy Efficiency Program Surcharge of (\$0.06) per location

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location is the Point of Delivery on the Company's secondary circuit that connects to one or more Utilization Facilities. A customer may connect multiple Utilization Facilities to a single Service Location in accordance with Paragraph 2c and approval by the Company.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 1 Service. The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of the kilowatt hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer

2. Ownership of Utilization Facilities.

a. Service Locations Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities defined as the brackets, hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. Service Locations Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities defined as brackets or hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, individual controls, and conductors, and shall assume all costs of installing such Utilization Facilities. Customer shall also provide, own, and maintain the supporting pole or post, foundation with 90 degree pipe bend, and conduits from the luminaires to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a Service Location designated by the Company on its secondary voltage circuit.

Except as provided in Paragraph 5 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated Service Location and shall provide sufficient length of conductors for splicing at the designated Service Location or in the post base where sidewalk level access is provided.

c. Service to Group of Utilization Facilities:

AERIAL SUPPLY

When the customer requests service to a group of Utilization Facilities supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the Utilization Facilities. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all Utilization Facilities.

UNDERGROUND SUPPLY

When groups of Utilization Facilities are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each Utilization Facility from the designated Service Location. If the customer requests an underground supply to a group of Utilization Facilities and the designated Service Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

3. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES (continued)

4. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

5. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 11.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

6. Connection of Service Location. For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated Service Location on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

7. Change in Size and Type of Service Locations. Written notice of any planned change in size or type of any components of Service Locations shall be furnished by the customer to the Company not less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.

8. Service Maintenance. Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Utilization Facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

9. Authorization and Protection. The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.

10. New, Additional or Relocated Lighting. The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

12. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES**AVAILABILITY.**

Any governmental agency for outdoor lighting, provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places, that complies with each of the following conditions:

- (A) Installs a Smart Lighting Control Module approved by the Company that has capabilities including but not necessarily limited to:
 - a. Measurement of energy usage at the individual Utilization Facility level.
 - b. Customer control of the lamp's burning hours.
 - c. Data showing failure of the lamp to burn, such as customer notification, that customer can provide to Company upon request.
 - d. Ability of customer to dim the lights (LED only).
- (B) Provides energy usage to the Company as described below under Data Requirements.
- (C) Installs, owns, and maintains all Utilization Facilities, as defined in the Terms and Conditions of this Base Rate. (All facilities and their installation shall be approved by the Company.)

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers.

Customers may take service under this rate beginning on July 1, 2019.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$5.05 per Service Location (as defined below)
VARIABLE DISTRIBUTION CHARGE: \$0.0325 per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location is the Point of Delivery on the Company's secondary circuit that connects to one or more Utilization Facilities. A customer may connect multiple Utilization Facilities to a single Service Location in accordance with Paragraph 2c and approval by the Company.

DATA REQUIREMENTS.

The customer must notify the Company of its intent to enroll or modify lights under this rate at least 30 days prior to the start of the regularly scheduled billing cycle during which the enrollment or modification will become effective.

The customer must provide the following data to the Company from its Company-approved Smart Lighting Control Module for each light added or modified:

- (A) Manufacturer-rated wattage
- (B) Annual burning hours, if different than the standard 4,100 burning hours as defined below under paragraph 1 Service of Terms and Conditions
- (C) Dimming percentage/factor

The Company also requires the customer to provide the Global Positioning System (GPS) coordinates for each light.

DETERMINATION OF ENERGY BILLED.

Upon acceptance of the required data, the Company shall modify the energy billed going forward for a period of up to twelve months or at another frequency as required by the Company. The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage, adjusted based on the provided dimming percentage/factor, and the provided burning hours during the calendar month.

The Company may, at any time and without prior notice, request that the customer provide updates to the above data or provide actual energy consumption data and burning hours for each light, by calendar month, for up to the past 12 months to verify the continued accuracy of Company billing.

For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, the Company shall modify the energy billed going forward by changing the burning hours used to the standard 4,100 burning hours as defined below under Paragraph 1 Service of Terms and Conditions.

The Company reserves the right to modify the customer's rate to SL-E in the continued absence of required data from the customer.

TERMS AND CONDITIONS.

1. **Service.** For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.
If the customer provides information from the Smart Lighting Control Module as described above to justify a different billing usage, the burning hours provided by the customer will be used instead of the standard 4,100 annual operating hours.

RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)**2. Ownership of Utilization Facilities.**

- a. **Service Locations Supplied from Aerial Circuits:** Customer shall provide, own and maintain the Utilization Facilities defined as the brackets, hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, Company-approved Smart Control Modules, conductors, molding and supporting insulators between the luminaires and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location. The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.
- b. **Service Locations Supplied from Underground Circuits:** Customer shall provide, own and maintain the Utilization Facilities defined as brackets or hangers, luminaires, lamps/LED array(s), ballasts/drivers, transformers, individual controls, and conductors, and shall assume all costs of installing such Utilization Facilities. Customer shall also provide, own, and maintain the supporting pole or post, foundation with 90 degree pipe bend, and conduits from the luminaires to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a Service Location designated by the Company on its secondary voltage circuit. Except as provided in Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated Service Location and shall provide sufficient length of conductors for splicing at the designated Service Location or in the post base where sidewalk level access is provided.
- c. **Service to Group of Utilization Facilities:**
AERIAL SUPPLY
 When the customer requests service to a group of Utilization Facilities supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the Utilization Facilities. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all Utilization Facilities.
UNDERGROUND SUPPLY
 When groups of Utilization Facilities are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each Utilization Facility from the designated Service Location. If the customer requests an underground supply to a group of Utilization Facilities and the designated Service Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

3. **Standards of Construction for Utilization Facilities.** Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.
4. **Power Factor.** The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.
5. **Supply Facilities.** Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

6. **Connection of Service Location.** For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated Service Location on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.
7. **Change in Size and Type of Service Locations.** Written notice of any planned change in size or type of any components of Service Locations, or any replacement of the Company-approved Smart Control Module, shall be furnished by the customer to the Company not less than 30 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.
8. **Service Maintenance.** Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Utilization Facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.
9. **Authorization and Protection.** The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.
10. **New, Additional or Relocated Lighting.** The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.
12. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

**PECO Exhibit RAS-1S
(Blackline)**

RATE POL PRIVATE OUTDOOR LIGHTING**AVAILABILITY.**

To any residential or commercial customer with outdoor lighting of sidewalks, driveways, yards, lots and similar places, outside the scope of service under Rates SL-S and SL-E.

MONTHLY RATE TABLE-

A Standard Lighting Unit shall be a Cobra Head or Floodlight comprised of a bracket, the lead wires, and a luminaire, including lamp, reactor, and control. The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation

MERCURY-VAPOR LAMPS

100 Watts (nominally 4,000 Lumens)
175 Watts (nominally 8,000 Lumens)
250 Watts (nominally 12,000 Lumens)
400 Watts (nominally 20,000 Lumens)
400 Watts Floodlight (nominally 22,000
Lumens)

**PRICE PER LIGHTING UNIT
DISTRIBUTION**

<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$13.71	\$12.21
\$18.72	\$17.28
\$23.15	\$21.87
\$29.92	\$28.23
\$32.44	\$30.75

SODIUM-VAPOR LAMPS

70 Watts (nominally 5,800 Lumens)
250 Watts (nominally 25,000 Lumens)
400 Watts (nominally 50,000 Lumens)
400 Watts Floodlight (nominally 50,000
Lumens)

DISTRIBUTION

<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$18.99	\$17.52
\$30.35	\$28.66
\$33.21	\$31.52
\$35.71	\$34.02

Service to the above listed Mercury-Vapor Lamps and Sodium-Vapor Lamps is not available as of January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken mercury vapor or sodium vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

METAL HALIDE LAMPS

100 Watts (nominally - 7,800 Lumens)
175 Watts (nominally - 13,000 Lumens)
250 Watts (nominally - 20,500 Lumens)
400 Watts (nominally - 36,000 Lumens)
1000 Watts (nominally 110,000 Lumens)

DISTRIBUTION

<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$28.41	\$27.45
\$29.81	\$28.04
\$31.54	\$29.79
\$35.16	\$33.51
\$61.53	\$59.91

HIGH PRESSURE SODIUM VAPOR LAMPS

50 Watts (nominally — 4,000 Lumens)
70 Watts (nominally — 5,800 Lumens)
100 Watts (nominally — 9,500 Lumens)
150 Watts (nominally —16,000 Lumens)
250 Watts (nominally— 25,000 Lumens)
400 Watts (nominally — 50,000 Lumens)
1,000 Watts (nominally 130,000 Lumens)

DISTRIBUTION

<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$18.86	\$17.39
\$21.43	\$19.79
\$22.65	\$21.01
\$24.74	\$23.11
\$29.05	\$27.39
\$35.22	\$33.57
\$40.58	\$39.94

LIGHT-EMITTING DIODE LAMPS

5 Watts (nominally — 3,300 Lumens)
53 Watts (nominally —5,000 Lumens)
87 Watts (nominally — 8,300 Lumens)
163 Watts (nominally 15,800 Lumens)
215 Watts (nominally 20,000 Lumens)

DISTRIBUTION

<u>(Co.Pole)</u>	<u>(Cust.Pole)</u>
\$31.25	\$29.71
\$32.03	\$30.50
\$33.08	\$31.54
\$36.02	\$34.48
\$37.78	\$36.25

ENERGY SUPPLY CHARGE. Refer to the Generation Supply Adjustment Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY, NON-BYPASSABLE TRANSMISSION CHARGE, CONSERVATION PROGRAM COSTS, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

Issued XX, XX, XXXX March 29, 2018
Effective May 28, 2018 XX, XX, XXXX

RATE POL PRIVATE OUTDOOR LIGHTING (continued)**TERMS AND CONDITIONS.**

1. **Service.** Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a ~~delivery point~~**Point of Delivery** on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of lamps and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

2. **Standard Installations.** In connection with the standard service provided herein, the Company will install, own and maintain all facilities within highway limits, all standard service-supply lines, and all Lighting Units. The customer will install, own and maintain all poles on the customer's property and all service extensions on the customer's property from the Company's standard service-supply lines.

Investment by the Company under standard conditions of supply will be limited to that warranted by three times the prospective revenue recovered through the Company's tariffed Variable Distribution Service Charge. Any additional investment will be assumed by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other distribution facilities are underground, supply may be underground.

3. **Non-Standard installations.** For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Monthly Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Monthly Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

4. **Location Authorization and Protection.** The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

Customer construction shall meet the Company's standards which are based upon the National Electrical Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work. The customer shall obtain and submit any permits or other authority requisite to the installation and operation of the Lighting Units served hereunder.

5. **Equipment Removal.** If the customer requests that the Company remove or replace any existing Private Outdoor Lighting installation, the Company will charge for removal or replacement of the installations and the associated poles and conductors used exclusively for the street lighting installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

6. **Outage Allowances.** Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. **Customer Responsibility.** The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each lighting unit shall be for at least three years.

PAYMENT TERMS.

Standard.

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES**AVAILABILITY.**

To any municipal entity for outdoor lighting of streets, highways, bridges, parks and similar places located outside the city and county of Philadelphia, including directional highway signs at locations where other outdoor lighting service is established hereunder, only if all of the distribution facilities and equipment are installed, owned, and maintained by the Company.

ANNUAL RATE TABLE

The prices in the Rate Table apply to all Company-approved installations for (a) federal, state, county and municipal authorities and community associations entering into a contract for lighting service; and (b) building operation developers for lighting, during the development period, of streets that are to be dedicated, where the municipality has approved the lighting and agreed to subsequently assume the charges for it under a standard contract.

The wattage is composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls, and other load components required for its operation.

Incandescent Filament Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
320 Lumens	32	\$ 88.52
600 Lumens	58	\$126.57
1,000 Lumens	103	\$178.76
2,500 Lumens	202	\$247.99
6,000 Lumens	448	\$282.48
10,000 Lumens	690	\$342.74

Mercury Vapor Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
4,000 Lumens	115	\$211.51
8,000 Lumens	191	\$223.32
12,000 Lumens	275	\$238.08
20,000 Lumens	429	\$280.11
42,000 Lumens	768	\$400.72
59,000 Lumens	1,090	\$451.11

Service to the above listed Incandescent Filament Lamps and Mercury-Vapor Lamps is not available after January 1, 2016 to new Customers or existing customers for new or replacement luminaires. The Company will not replace defective or broken incandescent filament or mercury vapor luminaires, including ballasts. In such cases, the customer must take service under one of the current lighting unit options as set forth below.

High Pressure Sodium-Vapor Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
5,800 Lumens	94	\$210.00
9,500 Lumens	131	\$228.71
16,000 Lumens	192	\$257.37
25,000 Lumens	294	\$292.79
50,000 Lumens	450	\$349.45

Light-Emitting Diode Lamps

<u>Size of Lamp (Nominal)</u>	<u>Billing Watts</u>	<u>Distribution</u>
3,300 Lumens	35	\$374.93
5,000 Lumens	53	\$384.40
8300 Lumens	87	\$396.94
15,800 Lumens	163	\$432.25
20,000 Lumens	215	\$453.40

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment, Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service Charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT, APPLY TO THIS RATE.

RATE SL-S STREET LIGHTING-SUBURBAN COUNTIES (continued)**TERMS AND CONDITIONS.**

1. Service. Lighting service shall be supplied from distribution facilities and equipment installed, owned, and maintained by the Company. Each lighting installation must be separately connected to a ~~delivery point~~ Point of Delivery on the Company's secondary distribution system. Lighting service will be operated on an all-night, every-night lighting schedule under which lights are turned on after sunset and off before sunrise with approximately 4,100 operating hours (average monthly burning hours = 341.11 hours). Each lamp shall be controlled by a photoelectric cell which shall operate to energize the lamp during periods of darkness and de-energize it during other periods. The service includes the supply of Lightning Units and their renewal when burned out or broken. Renewal of lamps will be made only during regular daytime working hours after notification by the customer of the necessity.

2. Standard Installations. The Company will install, own, and maintain its distribution facilities and equipment on the public highways to the extent warranted by three times the prospective revenue recovered through the Company's tarified Variable Distribution Service Charge, with any additional investment to be assumed by the customer.

Title to all lighting installations of a type approved by the Company shall be vested in the Company and all necessary maintenance, repair and replacement of equipment in such installations will be made by the Company.

Standard supply to lighting installations will be from aerial wires, except that, at the option of the Company, in areas where its other electric distribution facilities are underground, supply may be underground.

3. Non-Standard installations. For underground supply furnished at the request of the customer where aerial supply would be normal, or for other than standard installations made at the request of the customer and of a type approved by the Company, the Company will assume the cost up to the amount it would normally have invested and will require the customer to contribute all excess costs.

The Company may offer non-standard Lighting Units and installations in addition to those listed above in the Annual Rate Table. For customers requesting such service, there will be an additional charge, as specified in the customer's contract based on the incremental cost over that listed in the Annual Rate Table. Maintenance, repair and replacement of nonstandard equipment shall be at the expense of the customer.

The installation cost of lighting on private property, or for contracts of less than standard term, shall be paid by the customer.

4. Location, Authorization and Protection. The location of lamps to be supplied is to be approved by the properly designated authorized representative of the customer. The customer shall furnish any requisite authority for the erection and maintenance of poles, wires, luminaires and other equipment necessary to operate the lamps at the approved locations.

Lighting Units shall be installed at locations and upon structures approved by the Company and in positions permitting servicing from a ladder truck.

At the expense of the customer, the Company will relocate a lamp to a new location after receiving a written request from the customer.

The customer shall protect the Company from malicious damage to the lighting system.

5. Equipment Removal. If the customer requests that the Company remove or replace any existing Street Lighting installation, the Company will charge for removal or replacement of the installation and the associated poles and conductors used exclusively for the installation. The Company's charge will include the cost of removal or replacement plus the estimated remaining book value of the removed or replaced equipment less salvage.

6. Outage Allowances. Written notice to the Company prior to 4:00 pm of the failure of any light to burn on the previous night shall entitle the customer to a pro rata reduction in the charges under this rate for the hours of failure if such failure continues for a period in excess of 24 hours after the notice is received. Allowances will not be made for outages resulting from the customer's failure to protect the lighting system or from riot, fire, storm, flood, interference by civil or military authorities, or any other cause beyond the Company's control.

7. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each lighting installation shall be for at least three years.

PAYMENT TERMS.

Bills will be rendered monthly. Each month, for the purpose of prorating the price, shall be considered 1/12 of a year.

RATE SL-E STREET LIGHTING CUSTOMER OWNED FACILITIES**AVAILABILITY.**

To any governmental agency for outdoor lighting provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places, including directional highway signs at locations where other outdoor lighting service is established hereunder only if all of the Utilization Facilities, as defined in Terms and Conditions in this Base Rate, are installed, owned and maintained by a governmental agency.

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers. All facilities and their installation shall be approved by the Company.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$6.07 per Service Location (as defined below) *
VARIABLE DISTRIBUTION CHARGE: \$0.01691 per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2.

* The service location charge includes an Energy Efficiency Program Surcharge of (\$0.06) per location

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, PROVISION FOR THE RECOVERY OF ENERGY EFFICIENCY AND CONSERVATION PROGRAM COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, PROVISION FOR THE TAX ACCOUNTING REPAIR CREDIT AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location shall ~~comprise one or more each Utilization Facilities lighting installation and must be separately connected to ais the delivery point~~Point of Delivery on the Company's secondary circuit ~~that connects to one or more Utilization F-facilities. A customer may only connect multiple luminaires~~Utilization Facilities to a single delivery pointService Location in accordance with Paragraph 2c and approval by the Company.

DETERMINATION OF ENERGY BILLED.

The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage and the effective hours of use of such wattage during the calendar month under the established operation schedules as set forth under Terms and Conditions, Paragraph 1 Service. The wattage, expressed to the nearest tenth of a watt, of a Service Location shall be composed of manufacturer's rating of its lamps, ballasts, transformers, individual controls and other load components required for its operation. The aggregate of the kilowatt hours thus computed for all Active Service Locations shall constitute the energy billed for the month.

TERMS AND CONDITIONS.

1. Service. Lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer

2. Ownership of Utilization Facilities.

a. Service Locations Supplied from Aerial Circuits: customer shall provide, own and maintain the Utilization Facilities ~~comprising defined as~~ the brackets, hangers, luminaires, luminaries, lamps/LED array(s), ballasts/drivers, transformers, individual controls, conductors, molding and supporting insulators between the lamp receptacles and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

b. Service Locations Supplied from Underground Circuits: customer shall provide, own and maintain the Utilization Facilities ~~comprising defined as the supporting pole or post, foundation with 90-degree pipe bend,~~ brackets or hangers, luminaires, luminaries, lamps/LED array(s), ballasts/drivers, transformers, individual controls, and conductors, and shall assume all costs of installing such Utilization Facilities. Customer shall also provide, own, and maintain the supporting pole or post, foundation with 90 degree pipe bend, and conduits from the ~~lamp receptacles~~luminaires to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a delivery pointService Location designated by the Company on its secondary voltage circuit, ~~and shall assume all costs of installing such utilization facilities.~~

Except as provided in Paragraph 5 Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated delivery pointService Location and shall provide sufficient length of conductors for splicing at the designated delivery pointService Location or in the post base where sidewalk level access is provided.

c. Service to Group of StreetlightsUtilization Facilities:

AERIAL SUPPLY

When the customer requests service to a group of streetlights-Utilization Facilities supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the streetlightsUtilization Facilities. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all streetlight locationsUtilization Facilities.

UNDERGROUND SUPPLY

When groups of streetlights-Utilization Facilities are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each streetlight-Utilization Facility from the designated delivery pointService Location. If the customer requests an underground supply to a group of streetlights-Utilization Facilities and the designated delivery pointService Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

3. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.

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RATE SL-E STREET LIGHTING CUSTOMER-OWNED FACILITIES (continued)

4. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.

5. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 11.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

6. Connection of Service Location. For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated ~~delivery point~~ Service Location on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.

7. Change in Size and Type of Service Locations. Written notice of any planned change in size or type of any components of Service Locations shall be furnished by the customer to the Company not less than 10 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.

8. Service Maintenance. Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty Utilization Facilities and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.

9. Authorization and Protection. The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.

10. New, Additional or Relocated Lighting. The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.

12. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES**AVAILABILITY.**

Any governmental agency for outdoor lighting, provided for the safety and convenience of the public of streets, highways, bridges, parks or similar places, that complies with each of the following conditions:

- (A) Installs a Smart Lighting Control Module approved by the Company that has capabilities including but not necessarily limited to:
 - a. Measurement of energy usage at the individual streetlight-Utilization Facility level.
 - b. Customer control of the lamp's burning hours.
 - c. Data showing failure of the lamp to burn, such as customer notification, that customer can provide to Company upon request.
 - d. Ability of customer to dim the lights (LED only).
- (B) Provides energy usage to the Company as described below under Data Requirements.
- (C) Installs, owns, and maintains all Utilization Facilities, as defined in the Terms and Conditions of this Base Rate. (All facilities and their installation shall be approved by the Company.)

This rate is also available to community associations of residential property owners both inside and outside the City of Philadelphia for the lighting of streets that are not dedicated. This rate is not available to commercial or industrial customers.

Customers may take service under this rate beginning on July 1, 2019.

MONTHLY RATE TABLE.

SERVICE LOCATION DISTRIBUTION CHARGE: \$5.05 per Service Location (as defined below)
VARIABLE DISTRIBUTION CHARGE: \$0.0325 per kWh

ENERGY SUPPLY CHARGE: Refer to the Generation Supply Adjustment Procurement Class 2.

TRANSMISSION SERVICE FOR CUSTOMERS RECEIVING DEFAULT SERVICE: The Transmission Service charge shall apply.

STATE TAX ADJUSTMENT CLAUSE, FEDERAL TAX ADJUSTMENT CREDIT (FTAC), PROVISION FOR THE RECOVERY OF CONSUMER EDUCATION PLAN COSTS, NON-BYPASSABLE TRANSMISSION CHARGE, AND NUCLEAR DECOMMISSIONING COST ADJUSTMENT APPLY TO THIS RATE.

SERVICE LOCATION.

A Service Location ~~shall comprise each lighting installation one or more Utilization Facilities and must be separately connected to a~~ single delivery pointPoint of Delivery on the Company's secondary circuit that connects to one or more Utilization Facilities. A customer may only connect multiple luminairesUtilization Facilities to a single delivery pointService Location in accordance with Paragraph 2c and approval by the Company.

DATA REQUIREMENTS.

The customer must notify the Company of its intent to enroll or modify lights under this rate at least 30 days prior to the start of the regularly scheduled billing cycle during which the enrollment or modification will become effective.

The customer must provide the following data to the Company from its Company-approved Smart Lighting Control Module for each light added or modified:

- (A) Manufacturer-rated wattage
- (B) Annual burning hours, if different than the standard 4,100 burning hours as defined below under paragraph 1 Service of Terms and Conditions
- (C) Dimming percentage/factor

The Company also requires the customer to provide the Global Positioning System (GPS) coordinates for each light.

DETERMINATION OF ENERGY BILLED.

Upon acceptance of the required data, the Company shall modify the energy billed going forward for a period of up to twelve months or at another frequency as required by the Company. The energy use for a month of a Service Location shall be computed to the nearest kilowatt hour as the product of one thousandth of its wattage, adjusted based on the provided dimming percentage/factor, and the provided burning hours during the calendar month.

The Company may, at any time and without prior notice, request that the customer provide updates to the above data or provide actual energy consumption data and burning hours for each light, by calendar month, for up to the paspast 12 months to verify the continued accuracy of Company billing.

For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, the Company shall modify the energy billed going forward by changing the burning hours used to the standard 4,100 burning hours as defined below under Paragraph 1 Service of Terms and Conditions.

The Company reserves the right to modify the customer's rate to SL-E in the continued absence of required data from the customer.

TERMS AND CONDITIONS.

1. Service. For any regularly scheduled billing cycle in which the customer has not provided acceptable information from its Company-approved Smart Lighting Control Module, lighting service will be operated on all-night, every-night lighting schedules, under which lights normally are turned on after sunset and off before sunrise with approximately 4,100 annual operating hours (average monthly burning hours = 341.11 hours). Extended lighting service during all daylight hours will be supplied for lamps specified by the customer.
If the customer provides information from the Smart Lighting Control Module as described above to justify a different billing usage, the burning hours provided by the customer will be used instead of the standard 4,100 annual operating hours.

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RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)**2. Ownership of Utilization Facilities.**

- a. Service Locations Supplied from Aerial Circuits: Customer shall provide, own and maintain the Utilization Facilities ~~comprising defined as~~ the brackets, hangers, ~~luminaires, luminaries, lamps/LED array(s), ballasts/drivers, transformers,~~ Company-approved Smart Control Modules, conductors, molding and supporting insulators between the ~~lamp-receptacles luminaires~~ and line wires of the Company's distribution facilities and any other components as required for the operation of each Service Location.

The Company shall provide the supporting pole or post for such aerially supplied Service Location and will issue authorization to permit the customer to install thereon the said Utilization Facilities.

- b. Service Locations Supplied from Underground Circuits: Customer shall provide, own and maintain the Utilization Facilities ~~comprising defined as the supporting pole or post, foundation with 90 degree pipe bend,~~ brackets or hangers, ~~luminaires, luminaries, lamps/LED array(s), ballasts/drivers, transformers, individual controls, and conductors, and shall assume all costs of installing such Utilization Facilities.~~ Customer shall also provide, own, and maintain the supporting ~~pole or post, foundation with 90 degree pipe bend,~~ and conduits from the ~~lamp-receptacles luminaires~~ to sidewalk level, or in special cases, such as Federally and State financed limited access highways, to a ~~delivery point~~ Service Location designated by the Company on its secondary voltage circuit, ~~and shall assume all costs of installing such utilization facilities.~~

Except as provided in Supply Facilities, the Company shall own conduit from the distribution circuit to the 90 degree pipe bend, shall own conductors from its distribution system to the designated ~~delivery point~~ Service Location and shall provide sufficient length of conductors for splicing at the designated ~~delivery point~~ Service Location or in the post base where sidewalk level access is provided.

- c. Service to Group of Streetlights Utilization Facilities:

AERIAL SUPPLY

When the customer requests service to a group of ~~streetlights Utilization Facilities~~ supplied from aerial distribution facilities, the customer is responsible for providing the support poles or posts for the ~~streetlights Utilization Facilities~~. The Company will provide a service, nominally 100 feet, to the customer's first supporting structure. The customer is responsible for installing supply conductors from the first supporting structure to all ~~streetlight locations Utilization Facilities.~~

UNDERGROUND SUPPLY

When groups of ~~streetlights Utilization Facilities~~ are supplied from underground distribution facilities, the customer is responsible for the supporting poles or posts and the supply conductors to each ~~streetlight Utilization Facility~~ from the designated ~~delivery point~~ Service Location. If the customer requests an underground supply to a group of ~~streetlights Utilization Facilities~~ and the designated ~~delivery point~~ Service Location is a secondary terminal pole, the customer will install, own, maintain all cable, including the cable on the pole.

3. Standards of Construction for Utilization Facilities. Customer construction shall meet the Company's standards which are based upon the National Electrical Safety Code. Designs of proposed construction deviating from such standards shall be submitted to the Company for approval before proceeding with any work.
4. Power Factor. The Utilization Facilities provided by the customer shall be of such a nature as to maintain the power factor of each Lighting Unit at not less than 85%.
5. Supply Facilities. Lighting service shall be supplied from distribution facilities and equipment installed, owned and maintained by the Company. A customer contribution for new, additional or relocated lighting service may be required as described in Paragraph 10.

Where Company ownership of conduit, manholes or vaults may not be practical for reasons beyond its control (such as bridges, overpasses, underpasses and limited access highways), the customer shall make available at no expense to the Company, space for the Company's distribution facilities required in rendering service under this rate.

6. Connection of Service Location. For new, additional or relocated Service Locations and for any modernization or maintenance work involving connections to the Company's distribution circuits, the customer will provide sufficient length of conductors to permit the Company to make taps at the top of the pole for aerial circuits, or for splices to underground circuits at the designated ~~delivery point~~ Service Location on the Company's secondary voltage circuit. All work done by the customer that may involve Company street lighting, control, and other distribution circuits shall be performed under Company permit and blocking procedures.
7. Change in Size and Type of Service Locations. Written notice of any planned change in size or type of any components of Service Locations, or any replacement of the Company-approved Smart Control Module, shall be furnished by the customer to the Company not less than 30 days prior to the effective date of such change. The customer shall be responsible for notification to the Company of any changes made in manufacturer's wattage ratings at any Service Location.
8. Service Maintenance. Upon receipt of report of a Service Location not receiving power, the Company will determine the cause of power failure and will restore service to the distribution circuit and control equipment, disconnecting, if necessary, any faulty Service Location from the circuit. Customer will make necessary repairs between the lamp receptacle of the faulty ~~Utilization Facilities~~ and the point of connection to the Company's distribution circuit. In the event the fault is located in the Company owned facilities, the customer will bill the Company for this portion of the replaced facilities.
9. Authorization and Protection. The customer shall, to the extent of one's ability, furnish any requisite authority for the erection and maintenance of poles, wires, fixtures and other equipment necessary to operate the lights at the locations and under the conditions designated, and shall protect the Company from malicious damage to the lighting system.
10. New, Additional or Relocated Lighting. The total costs to provide lighting service for new, additional or relocated lamps installed by the customer shall be subject to a revenue test. If the costs exceed the estimated revenue recovered through the Company's tariffed Variable Distribution Service Charges for four years, a customer contribution for all excess costs will be required.

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RATE SL-C SMART LIGHTING CONTROL LIGHTING CUSTOMER OWNED FACILITIES (continued)

11. Relocation of Service Locations. Where a pole is replaced by the Company at its own option, it shall be the customer's responsibility to have the Utilization Facilities transferred from the old to the new pole.
12. Customer Responsibility. The customer shall be solely responsible for determining the amount, location and sufficiency of illumination, including conducting all studies of luminosity, lighting location, and traffic.

TERM OF CONTRACT.

The initial contract term for each Service Location shall be for at least one year.

PAYMENT TERMS.

Bills will be rendered monthly.

Issued ~~XX, XX, XXXX~~ March 29, 2018

Effective ~~XX, XX, XXXX~~ May 28, 2018