

WEST PENN POWER COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

800 Cabin Hill Drive  
Greensburg, PA 15601

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Effective: August 1, 2016

Issued By: Steven E. Strah, President

## LIST OF MODIFICATIONS

### **Rules and Regulations**

Modified Section 12.4.2(c), dealing with the Purchase of EGS Receivables (“POR”) Program, and added Section 12.4.2(l) to: (1) identify participating EGSs that (a) have a receivables write-off percentage exceeding the average for all EGSs, and (b) charge prices exceeding 150% of the price-to-compare; and (2) making associated revisions to the terms on which accounts receivable are purchased from EGSs thus identified. (See Fourth Revised Page No. 35 and Second Revised Page No. 37).

Added Section 4.2(m) specifying the conditions on which the Company will credit Customer Refunds by EGSs to accounts receivable purchased pursuant to the POR Program. (See Second Revised Page No. 37).

Moved Sections 12.4.3 and 12.4.4 from First Revised Page No. 37 to First Revised Page No. 38.

Moved Section 12.6 from Original Page No. 38 to Third Revised Page No. 39.

Moved Section 12.7.3 from Second Revised Page No. 39 to First Revised Page No. 40.

Added Section 12.7.5.1 to address the Company’s actions in the event an EGS fails to make payment to the Company (See First Revised Page No. 40).

Moved Section 13 from Original Page No. 40 to First Revised Page No. 41.

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### HOW TO USE LOOSE-LEAF TARIFF

1. The EGS Tariff is issued on the loose-leaf plan. Each page will be issued as "original page," consecutively numbered. For example: "Original Page No. 1", "Original Page No. 2", etc.
2. All changes in, additions to, or eliminations from, original pages will be made by the issue of consecutively numbered supplements to the EGS 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 EGS Tariff as revised.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as "First Revised Page No.," the second time as "Second Revised Page No.," etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the EGS Tariff, to which the same number will be given with a letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as "First Revised Page No. 2, superseding Original Page No. 2"; and the added page would be issued as "Original Page No. 2A". If a second added page should be required, it would be issued as "Original Page No. 2B". Subsequent reprints will be consecutively designated as "First Revised...", "Second Revised...", etc.
5. On the date when such revised page becomes effective, the page superseded should be removed from the EGS Tariff.

## **DEFINITIONS**

**Alternative Energy Portfolio Standard** – Shall have the meaning as set forth in the Pennsylvania Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8.

**Ancillary Services** – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice. As used herein, Ancillary Services shall include Ancillary Services as defined by the PJM OATT.

**Appropriate Similar Day** – An hourly load profile from an historical day selected to be comparable to a forecasted day based on weekday, month, season, and weather.

**APS Zone** – The PJM defined area encompassing the franchised service territories of Monongahela Power Company, The Potomac Edison Company, and West Penn Power Company. (C)

**Average Payment Plan** – A payment plan which allows residential Customers to pay approximately the same amount per Month to level high/low seasonal bills, as described in Rule 12.5.1.

**Basic Electric Supply** – Competitive Generation Service and NITS, including renewable energy or alternative energy credits procured by a Registered EGS provided that the renewable energy or alternative energy credits are bundled with the associated Competitive Generation Service. Basic Electric Supply does not include a non-generation product (e.g., service contract for appliances, or payment for energy reductions such as demand response products), or renewable or alternative energy credits that are not associated with Competitive Generation Service. Basic Electric Supply shall not include early contract cancellation fees, late fees or security deposits assessed by a Registered EGS.

**Business Day** – Any day except a Saturday, Sunday or a day that PJM declares to be a holiday, as posted on the PJM website. A Business Day shall open at 8:00 a.m. and close at 4:30 p.m. Eastern Prevailing Time. (C)

**Company** – West Penn Power Company.

**Company Consolidated Billing** – A billing service option where the Company renders a single consolidated bill with Customer charges for both the Company and the Registered EGS separately stated, as described in Rule 12.4.

(C) Change

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

**Competitive Generation Service** – All necessary energy, capacity, transmission other than NITS, Ancillary Services, Alternative Energy Portfolio Standard requirement, transmission and distribution losses, congestion management costs, and such other services or products that are required by an EGS to supply service.

**Consumption Energy Imbalance** – Mismatches between a Registered EGS's Day-After Settlement for serving its Customers and the energy that was actually used by those Customers.

**Coordinated Suppliers** – Registered EGS's who have appointed a Scheduling Coordinator as their designated agent for certain Coordination Services.

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

**Coordination Obligations** – All obligations identified in Rule 4 relating to the provision of Coordination Services.

**Coordination Services** – Those services that provide the required interface and coordination between a Registered EGS and the Company in order to effect the delivery of Competitive Generation Service to service Customers located within the Company's service territory. Coordination Services may include Load Forecasting, scheduling activities, and energy imbalance services.

**Credit Amount** – An EGS that does not qualify for unsecured credit will be required to post a minimum credit amount of \$25,000. The Company shall adjust the credit amount above the minimum, commensurate with the financial risks placed on the Company by the EGS, including recognition of an EGS's financial performance

**Credit Resources** – Financial resources, including an irrevocable letter of credit, a surety bond, a cash deposit, an investment-grade bond rating from at least two of the four rating agencies listed in Rule 3.3.4, a guarantee from a parent entity with an investment-grade bond rating from at least two of the four rating agencies listed in Rule 3.3.4, including the Company as a beneficiary, or other mutually agreeable security or arrangement.

**Creditworthy** – The measure of ability of an EGS to meet the Company's credit standards and pay the Company's billed charges when due. An EGS would not be considered Creditworthy if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices when they became due on two or more occasions within the last twelve billing cycles.

**Customer** – Any person, partnership, association, corporation, municipality, government agency, or other legal entity receiving, or eligible to receive, Competitive Generation Service from an EGS in accordance with the Competition Act.

**Customer Choice** – The ability of electricity consumers to shop, compare prices, and choose an EGS.

**Customer Referral Program** – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273670 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

**Customer Referral Program Agreement** – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

**Date of Service** – Shall have the meaning as set forth in 52 Pa. Code § 1.56.

**Default** – A failure to cure a material breach of Coordination Obligations, as described in Rule 16.3.

**Default Service** – The provision of electric generation supply service by the Company to a Customer not receiving service from a Registered EGS. Default Service will be provided by the Company under the provisions of the applicable EDC Tariff.

**Direct Access** – Shall have the meaning as set forth in the Competition Act.

**Dual Billing** – A billing service option where the Company and the Registered EGS separately send their bills directly to the Customer, as described in Rule 12.3.

**EDC Tariff** – Company retail tariffs Electric-Pa. P.U.C. No. 38 and Electric-Pa. P.U.C. No. 40. (C)

**Electric Distribution Company (“EDC”)** – A public utility providing facilities for the distribution of electricity to retail Customers.

**Electric Generation Supplier (“EGS”)** – A supplier of Competitive Generation Service that has been certified or licensed by the PUC to sell electricity to retail Customers within Pennsylvania in accordance with the Competition Act.

**Electronic Data Exchange Working Group (“EDEWG”)** – Group developing standardized formats and methodology for exchanging information electronically within the Pennsylvania deregulated electric market.

**Electronic Data Interchange (“EDI”)** – Guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

**EGS Tariff** – This Electric Generation Supplier Coordination Tariff, Electric-Pa. P.U.C. No. 2S.

**Endangered Customers** – Customers that are victims of domestic violence or other dangerous situations will have the ability to restrict all of their Customer information and such request will not be challenged by the Company, whether the request comes from the Customer, a counseling service or similar social service entity calling on the Customer’s behalf.

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(C) Change

**Electric Generation Supplier (“EGS”)** – A supplier of Competitive Generation Service that has been certified or licensed by the PUC to sell electricity to retail Customers within Pennsylvania in accordance with the Competition Act.

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**Endangered Customers** – Customers that are victims of domestic violence or other dangerous situations will have the ability to restrict all of their Customer information and such request will not be challenged by the Company, whether the request comes from the Customer, a counseling service or similar social service entity calling on the Customer’s behalf.



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

**Individual Coordination Agreement** – An agreement between the Company and a Registered EGS that arranges for the provision of Coordination Services.

**Interest Index** – An annual interest rate determined by the average yield of 1-year treasury bills for September, October and November of the previous year.

**Kilowatt (“kW”)** – Unit of measurement of useful power equivalent to 1,000 watts.

**Kilowatt-hour (“kWh”)** – The use of 1,000 watts of electricity for one full hour.

**Letter of Authorization (“LOA”)** – A formal Customer consent for the release of Customer pre-enrollment information.

**Load Forecast** – An hourly projection of load respective to a Registered EGS.

**Load Serving Entity (“LSE”)** – PJM term referring to an entity that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users within PJM. EDC’s and EGS’s are types of LSE’s.

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

**Megawatt (“MW”)** – One thousand kW.

**Meter Read Date** – Date on which the Company schedules a meter to be read for purposes of producing a Customer bill in accordance with the scheduled billing cycles of the Company.

**Month** – 1/12 of a year, or the period of approximately thirty (30) days between two (2) regular consecutive monthly actual or estimated readings of the Company's meter or meters installed on the Customer's premises.

**Network Integrated Transmission Service (“NITS”)** – Shall have the meaning as set forth in the PJM OATT.

**Network Service Peak Load (“NSPL”)** – A Customer’s contribution to the metered demand coincident with the APS Zone peak hour.

**Peak Load Contribution (“PLC”)** – A Customer’s contribution to the APS Zone’s normalized summer peak load.

**PJM** – PJM Interconnection, L.L.C.

**PJM Control Area** – The area encompassing electric systems recognized by the North American Electric Reliability Corporation as the “PJM Control Area”. This includes the APS Zone being operated by PJM.

**PJM OATT** – The PJM Open Access Transmission Tariff on file with the FERC which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area, and the successor, superseding or amended versions of the PJM OATT in effect from time to time.

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

**PJM Reliability Assurance Agreement (“RAA”)** – The PJM RAA establishes the UCAP of LSE’s in PJM for the purpose of ensuring the adequacy of supply during peak load periods.

**PUC** – The Pennsylvania Public Utility Commission.

**Registered EGS** – An EGS that has successfully completed the Registration process of establishing intercommunications with the Company for Coordination Services.

**Registration** – The successful completion of establishing intercommunications with the Company by an EGS seeking to obtain Coordination Services.

**Registration Package** – All forms and Riders identified in Rule 3.1.

**Rider** – An amendment or modification to the EGS Tariff or a charge therein and filed as part of the EGS Tariff.

**Scheduling Coordinator** – An entity that performs one or more of a Registered EGS’s Coordination Obligations, including the submission of energy schedules to the PJM OI, and is either: (1) a member of PJM; or (2) is the agent for scheduling purposes, of one or more EGS’s that are members of PJM.

**Tax Exemption Certificate** – An exemption certificate completed by the Customer to exempt electricity consumption from sales and use tax. A Customer must send, or an EGS may forward a correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, which is required to be kept on file for the Pennsylvania Department of Revenue. The Tax Exemption Certificate shall be the Pennsylvania Exemption Certificate REV-1220, and the successor, superseding or amended versions of the Tax Exemption Certificate in effect from time to time.

**Unforced Capacity (“UCAP”)** – Installed capacity rated at summer conditions that is not experiencing a forced outage or a forced derating.

(C) Change

## **RULES AND REGULATIONS**

### **1. THE EGS TARIFF**

- (C)
- 1.1 Filing And Posting.** A copy of the EGS Tariff, which comprises the charges, Rules and Regulations, and Riders under which the Company will provide services to EGSs, is on file with the PUC and is posted and open to inspection at the main offices of the Company. A copy of the EGS Tariff is available on the Company's website.
- 1.2 Revisions.** The EGS Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code.
- 1.3 Application.** The EGS Tariff provisions apply to all EGSs intending to provide, and all Registered EGSs providing, Competitive Generation Service to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Generation Service. In addition, the charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.4 Rules and Regulations.** The Rules and Regulations, filed as part of the EGS Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to the EGS Tariff and govern all Coordination Activities, unless specifically modified by a charge or Rider provision.
- 1.5 Statement by Agents.** No Company representative has authority to modify an EGS Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

### **2. SCOPE AND PURPOSE**

- 2.1 Scope and Purpose.** The EGS Tariff sets forth the basic requirements for interactions and coordination between the Company as the EDC and Registered EGSs (including EGS's intending to commence Registration) necessary for ensuring the delivery of Competitive Generation Service from Registered EGSs to their Customers.

(C) Change

**2.2 FERC Jurisdictional Matters.** The inclusion of FERC jurisdictional matters within the scope of the EGS Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PUC. If anything stated herein is found by the FERC to conflict with or be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to implement the EGS Tariff.

### 3. COMMENCEMENT OF COORDINATION SERVICES

**3.1 Registration.** An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed Registration Package, consisting of the following:

- (a) A completed Registration Form fully executed by a duly authorized representative of the EGS;
  - (b) An Individual Coordination Agreement, contained as a Rider hereto, fully executed in duplicate by a duly authorized representative of the EGS;
  - (c) A completed EDI Trading Partner Agreement fully executed by a duly authorized representative of the EGS;
  - (d) Written evidence that the EGS is a member in good standing and is a signatory to applicable PJM agreements either directly or through a Scheduling Coordinator;
  - (e) A completed Credit Information Application Form fully executed by a duly authorized representative of the EGS;
  - (f) Proof that the EGS has obtained a license from the PUC and any other governmental approvals required for participation in Customer Choice in Pennsylvania;
  - (g) A completed Electronic Funds Transfer Authorization Agreement (Consolidated Billing only); and
  - (h) The EGS's Pennsylvania sales tax identification number.
- (C)
- (i) For EGSs that use Company Consolidated Billing, (Rate Ready Option), a copy of the EGSs rate schedule must be provided to the Company.
- (C)

All forms required for the Registration Package are available on the Company's website, by request to the Company Ombudsman, or attached herein as a Rider. All forms are to be completed, signed, and dated, and the completed Registration Package forwarded to the Company Ombudsman. The Company will maintain contact information for the Company Ombudsman on the Company's website.

(C) Change

**3.2 Incomplete Registrations.** In the event an EGS submits an incomplete Registration Package, the Company shall provide written notice to the EGS of the Registration Package's deficiencies within ten (10) Business Days after the Date of Service of the Registration Package. An incomplete Registration Package is not due for processing by the Company until it is completed by the EGS and delivered to the Company.

**3.3 Credit Review.** Submittal of a Registration Package shall constitute authorization to the Company to conduct a credit review to determine if an EGS is Creditworthy.

**3.3.1. Creditworthy.** An EGS must satisfy the Company's credit standards. These standards take into consideration the scope of operations of each EGS. The purpose of the Company's credit review is to provide reasonable and satisfactory assurance of the following:

- (a) The EGS's ability to pay the applicable Credit Amount, charges in accordance with the Electricity Supplier Fees Rider, rebilled amounts from Company Consolidated Billing after Customers have switched to Dual Billing, and/or any applicable penalties included in the EGS Tariff; and
- (b) Any other charges, fees, or penalties authorized by the PUC and payable to the Company.

**3.3.2 Finding of Creditworthy.** The Company will apply, on a non-discriminatory basis, reasonable financial evaluation standards to assess and examine an EGS's financial condition. An EGS shall demonstrate that it has sufficient Credit Resources to satisfy the Company's financial evaluation standards. An EGS shall have the right to submit to the PUC for resolution of any reasonable dispute regarding such Credit Resources, should the EGS believe such a requirement is inappropriately based or assessed.

**3.3.3 Credit Amount.** In the event an EGS does not qualify for unsecured credit, the Company will require a Credit Amount.

**3.3.4. Unsecured Credit Limit.** An EGS will supply all information requested by the Company to determine whether the EGS is Creditworthy and (if necessary) establish a Credit Amount. An EGS shall satisfy its Creditworthy requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from at least two of the following four rating agencies:

<b>RATING AGENCY</b>	<b>SENIOR SECURITIES RATING (BONDS)</b>
Standard & Poor's	BBB- or higher
Moody's Investors Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

An EGS will provide the Company with its, or its parent's, most recent independently-audited financial statements (if applicable) and its, or its parent's, most recent Form 10-K and Form 10-Q (if applicable).

**3.3.5. Alternative Credit Arrangements.** The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the investment grade long-term bond ratings in Rule 3.3.4. An EGS may choose from any Credit Resources in a format acceptable to the Company.

**3.3.6 Change in Financial Status.** On an ongoing basis, a Registered EGS must at all times maintain Credit Resources that are commensurate, as determined by the Company, with its obligations to the Company. Within ten (10) Business Days, a Registered EGS shall inform the Company of facts that would cause a change in the Creditworthy status of the Registered EGS. Should a Registered EGS fail to maintain Creditworthy status, the Company will require the Registered EGS to provide additional Credit Resources. Failure to satisfy, on an ongoing basis, any of the requirements set forth in this Rule, including failure to provide additional Credit Resources when requested by the Company, if any such failure is not cured within ten (10) Business Days from receipt of written notice thereof, will constitute a Registered EGS Default.

**3.3.7 Guarantee of Payments.** Before the Company will render service or continue to render service, the Company will require an EGS applicant for Coordination Service or a Registered EGS currently receiving such service that is not Creditworthy to provide Credit Resources. If the Registered EGS utilizes a Scheduling Coordinator to fulfill its obligations, the Company will make determinations and arrangements regarding security for those obligations directly with the Scheduling Coordinator at the request of the Registered EGS. The Company will hold the deposit as security for the payment of final bills and compliance with the EGS Tariff.

**3.3.8 Return of Deposits.** Deposits secured from a Registered EGS shall either be applied with interest to the Registered EGS's account or returned to the Registered EGS with interest when the Registered EGS becomes Creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges or with deduction of unpaid amounts.

**3.3.9 Interest on Deposits.** The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service or, if earlier, when the Company closes the account.

**3.3.10 Credit Information.** In addition to information required otherwise herein, a Registered EGS shall be required to provide to the Company such credit information as the Company requires. The Company will report to a national credit bureau the Registered EGS's credit history with the Company.

**3.3.11 No Endorsement of EGS.** By determining that an EGS is Creditworthy under the EGS Tariff, the Company makes no express or implied warranties or guarantees of any kind with respect to the financial or operational qualifications of such EGS.

**3.4 Processing of Registration Packages.** Following receipt of a completed Registration Package, the Company shall review the Registration Package and conduct a credit review within fifteen (15) days of receipt of the completed Registration Package, or within a timeframe mutually agreed to by the Company and EGS. After completion of EDI communications testing with the Company, the Company shall execute necessary agreements and return executed copies to the EGS. The Company shall approve all completed Registrations unless grounds for rejecting the Registration, as defined below, exist.

**3.5 Grounds for Rejecting Registration.** The Company may reject any Registration on any of the following grounds:

- (a) The EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company under the EGS Tariff;
- (b) The EGS has failed to comply with credit requirements specified in Rule 3.3;
- (c) The EGS has failed to submit a completed Registration Package within thirty (30) calendar days after the Date of Service of written notice of the Registration Package's deficiency; or
- (d) The EGS has failed to complete EDI communications testing with the Company.

The Company may also petition the PUC to reject the Registration of an EGS that is not Creditworthy. The Company need not provide Coordination Services to an EGS pending the PUC's review of said petition unless the EGS has provided security to the Company as provided for in Rule 3.3.

**3.6 Offer of Conditional Acceptance of Registration.** Where grounds for rejection of a Registration exist due to an EGS's outstanding and undisputed debts to the Company arising from previous receipt of Coordination Services from the Company under the EGS Tariff, the Company may offer the affected EGS a conditional acceptance, if the EGS pays such debts before it receives Coordination Services. If the EGS rejects the Company's offer of conditional acceptance under this Rule, then its Registration will be rejected.

**3.7 Rejection of Registration.** Upon rejection of any Registration, the Company shall provide the affected EGS with written notice of rejection within fifteen (15) days, and shall state the basis for its rejection.

**3.8 Approval of Registration.** Upon its approval of a Registration, the Company shall execute the Individual Coordination Agreement tendered by the EGS and shall provide one copy to the EGS and shall maintain a copy for its own records.

**3.9 Identification Numbers.** Upon its approval of a Registration, the Company will use an assigned EGS identification number in subsequent electronic information exchange between the Registered EGS and the Company. In addition, the Company may also assign to the Registered EGS identification numbers that may be required by PJM in connection with the submission and/or confirmation of schedules for serving load in the Company's service territory.



- 3.10 Commencement of Coordination Services.** Coordination Services shall commence within ten (10) Business Days after the Company's acceptance of an EGS Registration, provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions required under Rule 3.6 have been satisfied by the Registered EGS.
- 3.11 Previously Registered EGS.** Any currently Registered EGS will not be required to submit a new Registration Package or modify a previously approved Registration Package. EGS's subject to the conditions provided in Rule 17.1 must reapply to the Company for Registration.

#### 4. COORDINATION OBLIGATIONS

- 4.1 Provision of Coordination Services.** The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of a Registered EGS's Competitive Generation Service to Customers located within the Company's service territory.
- 4.2 Timeliness and Due Diligence.** Registered EGSs and the Company shall exercise due diligence in meeting their obligations and deadlines under the EGS Tariff so as to facilitate Direct Access.
- 4.3 Duty of Cooperation.** The Company and each Registered EGS will cooperate in order to ensure delivery of Competitive Generation Service to Customers as provided for by the EGS Tariff, the EDC Tariff, the PJM OATT, and the Competition Act.
- 4.4 Company Ombudsman.** The Company will provide an Ombudsman to respond to questions from EGSs, monitor complaints regarding the competitive market, and facilitate informal dispute resolution between EGSs and the Company. The Company will maintain contact information for its Ombudsman on the Company's website.
- 4.5 State Licensing.** An EGS must have and maintain in good standing a license from the PUC as an EGS. A Registered EGS shall notify the Company within three (3) Business Days of any amendment, revocation, termination or other change in its license applicable to the Company's service territory.
- 4.6 Procurement of Competitive Generation Service.** A Registered EGS must make all necessary arrangements for obtaining Competitive Generation Service in a quantity sufficient to serve its Customers.

**4.7 Control Area Services and Obligations.** A Registered EGS is responsible for providing those services identified in this Rule and necessary for the delivery of Competitive Generation Service to its Customers.

**4.7.1 Registered EGS Responsibilities.** A Registered EGS is responsible for providing NITS from PJM and Competitive Generation Service on behalf of its Customers. NITS and Ancillary Services will be charged according to the PJM OATT. Such charges shall be billed directly to the Registered EGS or its Scheduling Coordinator. A Registered EGS is also responsible for delivering the following:

- (a) **Real Power Transmission Losses.** Real power transmission losses are needed to transmit the real power consumed for transactions through, from, within, and into the APS Zone. Registered EGSs who provide Competitive Generation Service will be responsible for securing and delivering real power transmission losses pursuant to the PUC's Opinion and Order No. R-00973981. Real power transmission losses will be provided according to the requirements of the Company Line Loss Factor Rider.
- (b) **Distribution Losses.** Distribution losses shall be provided in accordance with the terms and conditions of the EGS Tariff and the EDC Tariff. A Registered EGS will be responsible for providing distribution losses according to the requirements of the Company Line Loss Factor Rider.

**4.8 Scheduling.** A Registered EGS must make all necessary arrangements for scheduling the delivery of Competitive Generation Service, including real power transmission losses and distribution losses, into the APS Zone.

**4.9 Reliability Requirements.** An EGS shall satisfy all reliability requirements issued by the PUC, Reliability *First* of the North American Electric Reliability Corporation or its successor, the FERC, or any other governing reliability council with authority over the EGS, that apply to EGSs.

**4.10 Supply of Data.** A Registered EGS and the Company shall supply to the other all data, materials or other information specified in the EGS Tariff, or otherwise reasonably required by the Registered EGS or Company in connection with the provision of Coordination Services, in a thorough and timely manner.

**4.11 Communication Requirements.** Except where otherwise noted, the Company will exchange data with a Registered EGS utilizing data formats and transfer methodologies compliant with the data exchange standards prepared by the EDEWG. This plan requires EDI transactions be used for exchanging Customer data, Registered EGS selection, billing determinants, and payment information. A Registered EGS must be equipped with the following communications capabilities:

- (a) Internet file transfer protocol, as determined by the EDEWG and PUC Docket No. M-00960890.F0015;
- (b) Internet EDI peer-to-peer communication with push and pull capability;
- (c) Internet electronic mail (e-mail), including the capability to receive American Standard Code for Information Interchange file attachments; and
- (d) Internet browser for access to Company website and file uploads and downloads.

**4.12 Record Retention.** An EGS and the Company shall comply with all applicable laws and PUC rules and regulations for record retention, including but not limited to those rules of 52 Pa. Code Chapter 56.

**4.13 Payment Obligation.** The Company's provision of Coordination Services to a Registered EGS is contingent upon the Registered EGS's payment of all charges provided for in the EGS Tariff.

**4.14 Code of Conduct.** The Code of Conduct contained in the Company's EDC Tariff is incorporated herein by reference.

**4.15 Standards of Conduct and Customer Disclosure for EGSs.** The Standards of Conduct, as filed by the Company with the FERC in compliance with Order No. 889 and Code of Conduct governing regulated and unregulated affiliates of the Company, are incorporated herein. Customer Disclosure for Licensees will be established by the Final Rulemaking Order Establishing Customer Information Disclosure Requirements for Electricity Providers, 52 Pa. Code Chapter 54, Docket No. L-00970126, and Final Rulemaking Order Regarding Licensing, 52 Pa. Code Chapter 54 and Section 3.551, Docket No. L-00970129. (C)

**4.16 Emergency Operation.** Retail transmission services shall be provided pursuant to the PJM OATT. A Registered EGS shall fulfill the PJM OATT requirements on behalf of its Customers in regards to load shedding and curtailment procedures. A Registered EGS shall cooperate with the PJM OI and the Company upon determination that an emergency exists and comply with the PJM Control Area's directives.

(C) Change

## 5. DIRECT ACCESS PROCEDURES

- 5.1 Customer Data Options.** Customers can elect to restrict the distribution of their information by authorizing a “Do Not Release” or as Endangered Customers, according to PUC rules and regulations, as such rules and regulations change from time to time.

Customers will have the ability to update their “Do Not Release” status by calling the Company’s toll free telephone number. All new Customers will be given the opportunity to select a “Do Not Release” option by following the instructions included in their welcome packets. Customers will be notified of their opportunity to update their “Do Not Release” status twice each year. The Company will enforce a minimum of a fifteen (15) Business Day waiting period between the biannual notification and the release of Customer information. This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time.

- 5.2 Eligible Customer List (“ECL”).** The Company will make an ECL available to EGSs that will contain information for every Customer that is available to shop for Competitive Generation Service, subject to the Customer’s “Do Not Release” election. The ECL will be provided on the Company’s EGS website and will be password protected for EGSs in Pennsylvania. The Company will also maintain the standard file formats for the data listed, on the Company’s website. Licensed EGSs can contact the Supplier Interface Team at [SupplierSupport@firstenergycorp.com](mailto:SupplierSupport@firstenergycorp.com) to obtain the current identification and password necessary to access the ECL. EGSs are responsible for compliance with Pennsylvania’s “Do Not Call List” (See, 73 P.S. §2242, et seq). This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time. (C)

**5.2.1 Frequency of Updates.** The ECL will be updated monthly.

(C) Change

(C)

**5.2.2 ECL Information List.** The following information will be provided on the ECL for each Customer, subject to the Customer's "Do Not Release" election:

- (a) Customer Account Number
- (b) Meter Number
- (c) Customer Name
- (d) Service Address, including Zip+4
- (e) Billing Address, including Zip+4
- (f) Budget indicator (is Customer on the Average Payment Plan)
- (g) Meter Read Cycle date
- (h) Meter Type
- (i) Interval Meter Flag
- (j) Load Profile Group Indicator
- (k) Rate Code Indicator
- (l) Loss Factor
- (m) 24 Individual Months Consumption (kWh)
- (n) 24 Individual Months Demand
- (o) End of billing period date for each billing Month
- (p) Number of days in billing period for each billing Month
- (q) Default Service indicator (is Customer a Default Service Customer as of the date of the ECL update)
- (r) PLC Value and effective date of this value
- (s) NSPL Value and effective date of this value
- (t) Date the ECL was last updated
- (u) Net Metering Indicator
- (v) Sales Tax Status

**5.2.3 Interval Meter Data.** An EGS is expected to maintain appropriate Customer authorization when requesting historical Interval Meter Data. The Interval Meter Data will be provided at no cost to an EGS and will be transferred in a standardized format and sent to the EGS via EDI and will include twelve (12) months of data. Alternatively, an EGS may access the data through a secured portion of the Company's supplier website. The EGS will share its records of Customer authorization with the Company upon request and those records shall be subject to audit by the PUC.

(C) Change

**5.3 Pre-enrollment Information.** Registered EGSs may request pre-enrollment information from the Company via EDI transaction. The Company shall release requested information to an EGS for Customers other than those that are Endangered Customers; provided however, that the EGS shall maintain proper Customer authorization as required by EDEWG and PUC rules and regulations, as such rules and regulations change from time to time.

**5.3.1 Customer Information.** The response to EGS requests for Customer pre-enrollment information must include the following information:

- (a) EDC's Customer Account Number;
- (b) Meter Number;
- (c) Customer Name;
- (d) Service Address;
- (e) Billing Address;
- (f) EDC Rate Code;
- (g) Capacity PLC (Current PJM Planning Period);
- (h) NSPL (Current PJM Planning Period);
- (i) Monthly Historical Billing Demand (Previous 12 Months);
- (j) Monthly Historical Energy Usage (Previous 12 Months);

**5.4 Procedure to Formalize Selection of Registered EGS.** In order to initiate Competitive Generation Service, the Registered EGS will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Registered EGS in accordance with the rules and regulations of the PUC. The Registered EGS must notify its Customers that by signing up for Competitive Generation Service with the Registered EGS, the Customer is consenting to the disclosure by the Company to the Registered EGS of certain basic information about the Customer. The notice shall be consistent with PUC rulings. (C)

**5.4.1 Authorization Record.** It is the Registered EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the PUC. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Rule 5.4.

(C) Change

**5.4.2 Enrollment by a Registered EGS.** The Registered EGS shall provide an electronic file to the Company, containing information in accordance with the EGS Tariff and the procedures established by the PUC. Upon receipt of the electronic file from the Registered EGS, the Company will confirm receipt of the file. Within one (1) Business Day of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid Customer EDC account number), and any information the Registered EGS can use to identify rejected records.

**5.4.3 Processing by the Company.** The Company will process enrollment transactions in accordance with the EGS Tariff and applicable PUC rules and regulations. Enrollment transactions must be received at least ten (10) days prior to the Customer's next scheduled Meter Read Date to be effective on that Meter Read Date. Enrollment transactions received less than ten (10) days prior to the Customer's next scheduled Meter Read Date will be effective on the Customer's subsequent Meter Read Date. If a Customer selects more than one Registered EGS, the Registered EGS that submitted the EGS selection record with the latest valid EGS transaction date and time to the Company, ten (10) days prior to the Customer's scheduled Meter Read Date, will be eligible to become the EGS of record on the Customers scheduled Meter Read Date.

**5.4.4 Notice of Enrollment.** The Company will send the Customer a confirmation letter confirming the Customer's Registered EGS selection. The confirmation letter will include the name of the selected Registered EGS, the selected billing option, the service effective date and the approximate initial billing date. If the Customer does not contact the Company within five (5) days of the date on the confirmation letter, then the Company will process the selection. The selection will be effective as of the next scheduled Meter Read Date and the Registered EGS will become the EGS of record for delivery. Within one (1) Business Day of the Company receiving the request for a new Registered EGS, the Company will notify the Customer's prior Registered EGS, via EDEWG compliant formats and methodology, of the discontinuance of service to the Customer from that prior Registered EGS.

**5.4.5 Confirmation of Registered EGS Selection.** If, during the five (5) day waiting period, the Customer elects to cancel its new Registered EGS selection, the Company will notify the rejected Registered EGS of the cancellation electronically via EDEWG compliant formats and methodology. In the event the Customer cancels its Registered EGS selection after the five (5) day waiting period and within the ten (10) days preceding the Customer's next scheduled Meter Read Date, the Customer will be required to remain with the selected Registered EGS for a minimum of one (1) billing cycle.

(C) Change

- 5.5 Change of Registered EGS.** If a Customer contacts a new Registered EGS to request a change of EGS and the new Registered EGS agrees to serve the Customer, the Customer's new Registered EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf, indicating the Customer's choice of Registered EGS, and shall thereupon follow the same procedures for enrollment of an EGS as for the initial Competitive Generation Service designated in Rule 5.4. Once the process is complete, the Company will notify the Customer's current Registered EGS by EDI transaction that the Customer has elected to terminate service from that Registered EGS.
- 5.6 Customer Drop Processing.** The Company will process Customer drop transactions in accordance with the EGS Tariff and applicable PUC rules and regulations. A Customer drop transaction received by the Company at least fifteen (15) days prior to the Customer's next scheduled Meter Read Date will be effective on that Meter Read Date. Customer drop transactions received by the Company less than fifteen (15) days prior to the Customer's scheduled Meter Read Date will be effective on the Customer's next scheduled Meter Read Date. The Company will assign a Customer who has been dropped by a Registered EGS and not enrolled by another Registered EGS to Default Service.
- 5.6.1 Registered EGS Initiated Drop.** Should a Registered EGS contact the Company to discontinue service to a Customer, the Company will send a letter to the Customer informing them of this change. The Customer will then have the option to select a new Registered EGS or receive Default Service.
- 5.6.2 Customer Initiated Drop.** If the Customer requests cancellation of a Registered EGS service, the Company will process a Customer drop transaction and assign the Customer to Default Service.
- 5.6.3 Drop Cancellation.** Neither a Customer nor a Registered EGS can cancel a Customer drop transaction.
- 5.7 Customer Designation to Control.** The Registered EGS acknowledges and agrees that the Company will give effect to all Customer requests to change to a new Registered EGS, and consequently the last Customer designation of a Registered EGS, for which the procedures under Rule 5.4 have been completed, will be given effect by the Company.
- 5.8 Customer Termination of Service at Existing Account.** If a Customer contacts the Company to discontinue electric service, the Company will notify the Customer's current Registered EGS of the Customer's discontinuance of electric service for the account at the Customer's location. If available, the Company will provide the Registered EGS that served the Customer with the Customer's new mailing address or forwarding address.



- 5.9 Registered EGS Discontinuance of Service.** When initiating the discontinuance of Competitive Generation Service to Customers, the Registered EGS must submit a valid Customer drop transaction to the Company in accordance with EDEWG standards for the processing of drop transactions.
- 5.10 Effective Date of Discontinuance.** Excluding Customer non-payment of Company charges, the discontinuance of Competitive Generation Service will take effect on a Meter Read Date and in accordance with the provisions of the EGS Tariff that govern a Customer's change of Registered EGS.
- 5.11 Customer Number Change.** If the Company elects to change the EDC account number for a Customer receiving Competitive Generation Service from a Registered EGS, the Company will notify the Registered EGS of the change in EDC account number via electronic file.
- 5.12 Full Requirements Service Provision.** The Registered EGS shall agree to supply full requirements Competitive Generation Service for each of its Customers at each Customer account enrolled. Partial requirements or split load service are not supported by the Company.
- 5.13 Weekly Customer Information Listing (Sync List).** The Company will provide an all inclusive Customer list as it exists on the Company files as of Friday of the previous week for each Registered EGS serving Customers. The Sync List will be posted on the designated secure website provided for the Registered EGS by the Company and will include all new, active, inactive and terminated Customers served by the Registered EGS. Information contained in this list include Company and Registered EGS Customer status information, start and stop dates, and reason codes for Customer drop and termination actions.
- 5.14 Provisions relating to Registered EGS Customers.**
- 5.14.1 Arrangements with Registered EGS Customers.** Registered EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PUC requirements, and the EGS Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.14.2 Transfer of Cost Obligations Between Registered EGSs and Customers.**

Nothing in the EGS Tariff is intended to prevent a Registered EGS and a Customer from agreeing to reallocate between them any charges that the EGS Tariff imposes on the Registered EGS, provided that any such agreement shall not change in any way the Registered EGSs obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Registered EGSs Customer for any charges owed to the Company by the Registered EGS.

**5.14.3 Customer Obligations.** Customers of a Registered EGS remain bound by the rules and requirements of the applicable EDC Tariff under which they receive service from the Company.

**6. LOAD FORECASTING**

- 6.1 Customer Load Forecasting.** The Registered EGS is responsible for forecasting its Customer load obligations. The Company will post 24-hour next day forecasts respective to each LSE as support information. This information will be available on an on-going basis for a Registered EGS to download from a password secured Company website. These will be provided for informational purposes only.
- 6.2 Typical Load Data.** The Company shall provide typical load curve data respective to Monthly metered Customer class types. This data is available on the Company's website.
- 6.3 Updates to Typical Load Curve Data.** The Company shall review annually its methodology, algorithms and Load Forecasting results and shall perform additional load studies to update the load curve data as required.
- 6.4 Right to Aggregate.** Registered EGSs may aggregate their Customers' loads when exercising Customer Choice. Customers receiving Competitive Generation Service from a Registered EGS may aggregate multiple EDC accounts or meters for the purpose of energy scheduling and billing of Competitive Generation Service only if the Registered EGS performs the billing of the Competitive Generation Service.
- 6.5 Split Loads.** Partial requirements or split loads are not allowed. Only one Registered EGS will be allowed to provide Competitive Generation Service to a Customer's EDC account.

**7. LOAD SCHEDULING**

- 7.1 Day Ahead Energy Schedules.** The Registered EGS is responsible for fulfilling its load obligations directly with PJM according to the PJM OATT, as noted in Appendix A-Responsibilities for PJM Billing Line Items as Defined in Applicable PJM Agreement or Manual. (C)
- EGSs will no longer be responsible for PJM Regional Transmission Expansion Plan charges ("RTEPs") (PJM OATT Schedule 12) and Expansion Cost Recovery charges (PJM OATT Schedule 13) billed for service rendered by PJM after June 1, 2013. (C)
- Beginning June 1, 2015, EGS will no longer be responsible for the following transmission costs; (1) PJM charges associated with reliability must run ("RMR") generating unit declarations and deactivation of plants deactivated after July 24, 2014, the date of the Commission's approval of West Penn Power's Default Service Programs in PaPUC Docket No. P-2013-2391378; (2) historical out of market tie line, generation and retail customer meter adjustments; and (3) unaccounted for energy. (C)

(C) Change

## 8. LOAD RECONCILIATION, CAPACITY AND TRANSMISSION ACCOUNTING PROCESSES

- 8.1 General Description.** Processes described in this Rule apply to Registered EGSs and Default Service. Given the absence of universal real-time metering, the calculation of Consumption Energy Imbalance quantities must occur after the reading of all Customer meters.
- 8.2 Billing.** The Registered EGS and the Company will rely on PJM to perform calculations to determine the monetary value of Consumption Energy Imbalance quantities and to bill and/or credit Registered EGSs and the Company for oversupplies and undersupplies at the PJM LMP hourly values respective to the APS Zone.
- 8.3 The Company's Role.** The Company shall allocate hourly energy, daily capacity, and transmission load obligations in accordance with the currently effective PJM and FERC rules, regulations, practices and procedures. The Company will submit these values electronically to PJM, following the PJM guidelines as may be changed from time to time. The Company shall provide supporting data for all calculations. Where possible, the Company will reasonably assist Registered EGS's on an as needed basis to validate PJM settlement data reported for a particular Registered EGS. Such assistance may be subject to the Technical Support and Assistance Charge in the Electricity Supplier Fees Rider.
- 8.4 Capacity.** PJM's implementation of the RAA places certain obligations on the Company to calculate and report to PJM system PLC data for each Customer attributable to the Registered EGS. A minimum of 0.1 MW will be assigned to LSE's actively serving Customers in the APS Zone.
- 8.4.1 Customer Specific.** In accordance with the PJM RAA and PJM rules and procedures, the Company will calculate a system PLC "tag" for each Customer, served in the Company's Pennsylvania jurisdiction. Such calculations will be updated from time to time in accordance with PJM rules and procedures. These PLC tags will be made available to Registered EGSs in the following manner:
- 8.4.1.1 Current Period PLC Tag.** The current period PLC tag and effective date will be available on the ECL and via EDI 814C transaction in accordance with EDEWG standards.
- 8.4.1.2 Future Period PLC Tag.** The future period PLC tag and effective date will be available on the first ECL issued after December 15<sup>th</sup>. It will be transmitted to all EGS-supplied accounts by the first business day following May 15<sup>th</sup> via EDI 814C transaction in accordance with EDEWG standards.

**8.4.2 Daily Registered EGS Obligation.** The Company will report to PJM, according to PJM procedures, the sum of the system PLCs for all Customers served by a Registered EGS within the APS Zone. A minimum of 0.1 MW will be assigned to all LSEs actively serving Customers in the APS Zone.

**8.5 Transmission.** The PJM OATT establishes the NITS obligation of LSEs. PJM's implementation of the PJM OATT places certain obligations on the Company to calculate and report APS Zone NSPL contribution data for each Customer attributable to the Registered EGS.

**8.5.1 Customer Specific.** In accordance with the PJM OATT and PJM rules and procedures, the Company will calculate an APS Zone NSPL "tag" for each Customer served in the Company's Pennsylvania jurisdiction. Such calculations will be updated from time to time in accordance with PJM rules and procedures. These NSPL tags will be made available to Registered EGSs in the following manner:

**8.5.1.1 Current Period NSPL Tag.** The current period NSPL tag and effective date will be available on the ECL and via EDI 814C transaction in accordance with EDEWG standards.

**8.5.1.2 Future Period NSPL Tag.** The future period NSPL tag and effective date will be available on the first ECL issued after December 15<sup>th</sup>. It will be transmitted to all EGS-supplied accounts by the first business day following December 15<sup>th</sup> via EDI 814C transaction in accordance with EDEWG standards.

**8.5.2 Daily Registered EGS Obligation.** The Company will report to PJM, according to PJM procedures, the sum of the APS Zone NSPLs for all Customers served by a Registered EGS within the APS Zone. A minimum of 0.1 MW will be assigned to all LSE's actively serving Customers in the APS Zone.

**8.6 The Day-After Settlement.** The Day-After Settlement occurs after the day of dispatch. PJM will perform the first portion of settlement as part of its wholesale accounting procedures by comparing the Registered EGS's supply schedule to the load responsibility submitted by the Company. In the Day-After Settlement, PJM will bill or credit the Registered EGS for the difference each hour between (i) any hourly energy amounts actually supplied by the Registered EGS; and (ii) the hourly load responsibility of the Registered EGS. The difference will be billed or credited to the Registered EGS at PJM's hourly LMP for the APS Zone. For the Day-After Settlement, actual system loads will be known. Also, actual system weather will be known and will be used to update Customer load profiles for Monthly-metered load profile classes. The Day-After Settlement will be based upon estimates of Customer consumption.

**8.6.1 Estimate Customer Consumption.** The Company will estimate hourly Customer consumption quantities as follows:

**8.6.1.1 Monthly-metered Customers.** The class average load profile will be determined for an Appropriate Similar Day in accordance with the Company's load profiling methodology. The respective class average profile will be scaled according to each Monthly-metered Customer's historical consumption factor.

**8.6.1.2 Hourly-metered Customers.** If available, actual data from hourly-metered Customers will be collected by the Company and will be used for Day-After settlement. If not available, usage will be estimated.

**8.6.1.3 Apply Losses.** The Customer's estimated hourly usage will be multiplied by the appropriate loss factor respective to each Customer class per the Company Line Loss Factor Rider to determine the Customer's estimated gross usage by hour.

**8.6.1.4 Aggregate Profiles.** The gross hourly estimated usage quantities for each Customer will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for each Registered EGS and the Company's Default Service.

**8.6.2 Submit Estimated Load Obligation Data to PJM.** The Company will compute and submit to PJM the complete hourly estimated load obligation data quantities for each day. Such PJM data submittals will be in accordance with PJM accounting deadlines as outlined in the PJM OATT. (C)

**8.6.3 PJM Deration of Load.** The Company's load shall be derated by PJM for calculation of charges under the PJM OATT and applicable PJM agreements.

**8.6.4 Financial Settlement and Billing.** The Company and the Registered EGSs will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit the Registered EGSs and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Oversupplies and undersupplies will be calculated as determined by PJM.

(C) Change

**8.7 The “60 Day” Settlement/Consumption Energy Imbalance.** The second portion of the settlement process occurs after all Company actual energy usage data has been processed for the calendar month in question (approximately 60 days later). PJM load settlement of the APS Zone is performed in aggregate for all states within the APS Zone. Each Business Day that new fully metered days are available, the Company will determine hourly Consumption Energy Imbalance quantities for that portion of a previous month's usage corresponding to new fully metered days.

The following calculations will be used to determine the hourly Consumption Energy Imbalance quantities:

**8.7.1 Meter Data Collection.** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by a Registered EGSs Customers for a particular period. Such collection shall occur at the time of a Customer's Monthly meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least one month is required for data collection. In general, on each day that new metered-usage data is posted, one or more days in the previous month will become “fully metered”.

**8.7.1.1 Monthly-metered Customers.** Data from Monthly-metered Customers is collected in subsets corresponding to the Company's billing cycles (billing routes), which close on different days of the month. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data, including estimates, for Customers to the equivalent hourly usage. Rate class load curves will be applied to metered usage to derive an estimate for the hour-by-hour usage.

**8.7.1.2 Hourly-Metered Customers.** Data from hourly-metered Customers will be collected by the Company Monthly on the basis of the Company's billing cycles.

**8.7.2 Determine Customer Hourly Profiles.** Monthly-metered Customers' billed usage (based on actual or estimated meter readings) will be spread over each hour in the usage period based on each Customer's representative hourly usage curve based on actual hourly weather data for the usage period. The Monthly-metered Customer's estimated usage by hour will be multiplied by the appropriate loss factor respective to Customer rate class, per the Company Line Loss Factor Rider, to determine the Customer's gross usage by hour.

Each hourly-metered Customer's hourly usage will be multiplied by the appropriate loss factor respective to Customer rate class, per the Company Line Loss Factor Rider, to determine the Customer's gross usage by hour.

**8.7.3 Aggregate Profiles.** The gross hourly usage quantity for Monthly-metered Customers will be aggregated by the Company to arrive at a total gross Monthly-metered Customer usage quantity by hour for each Registered EGS. The gross hourly usage quantity for each hourly-metered Customer will also be aggregated by the Company to arrive at a total gross hourly-metered Customer usage quantity by hour for each Registered EGS.

**8.7.4 Calculate Consumption Energy Imbalances.** Hourly Consumption Energy Imbalances are calculated respective to each Registered EGSs estimated Day-After Settlement load obligations. (C)

**8.7.5 Monthly Reconciliation.** After a calendar month becomes fully metered, the Company will compute and submit to PJM the hourly Consumption Energy Imbalance quantities respective to each Registered EGS for that calendar month. Data submittals are in accordance with PJM accounting deadlines. The timing of such submittals may change from time to time.

**8.7.6 Financial Settlement and Billing.** PJM shall derate the Consumption Energy Imbalance quantities prior to financial settlement. PJM will be responsible to calculate the Registered EGS Consumption Energy Imbalance dollar amounts for each hour and to bill and/or credit the Registered EGS and the Company for oversupplies and undersupplies at the PJM LMP hourly values respective to the APS Zone.

**8.8 Settlement Beyond the 60 Day Settlement.** Subsequent to the 60 Day Settlement, PJM's monthly bills to the Company and Registered EGS shall be subject to adjustment for any errors in arithmetic, computation, meter readings or other errors as mutually agreed by the Company and the Registered EGS.

## 9. UTILIZATION OF SCHEDULING COORDINATORS

**9.1 Applicability of Terms to Scheduling Coordinators.** As used in the EGS Tariff, the term Registered EGS shall apply equally to a Scheduling Coordinator for a Registered EGS's responsibilities and rights properly assigned to that Scheduling Coordinator by the Registered EGS.

(C) Change

- 9.2 Participation Through a Scheduling Coordinator.** A Registered EGS is responsible for performing the responsibilities and obligations provided in the EGS Tariff, but may elect to perform certain functions through a Scheduling Coordinator. To the extent a Registered EGS so elects, it becomes a Coordinated Supplier. The Company will accommodate up to ten (10) Scheduling Coordinators. A Registered EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or other entity that will act as a Scheduling Coordinator. A Coordinated Supplier must enter into this business arrangement with a Scheduling Coordinator for all of the Registered EGS responsibilities, including capacity obligation, Load Forecasting, import capability, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of the PJM OI that may be necessary in order to carry out its responsibilities. All actions of the Scheduling Coordinator on behalf of the Registered EGS are binding on, and attributable to, the Registered EGS.
- 9.3 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, a Registered EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider to the EGS Tariff, fully executed by both the Registered EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between a Registered EGS and a Scheduling Coordinator.
- 9.4 Change or Termination of Scheduling Coordinator.** A Registered EGS shall notify the Company in writing if it changes or adds Scheduling Coordinators or ceases to be a Coordinated Supplier or ceases to provide scheduling coordination on its own behalf and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten (10) Business Days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. The Company will provide confirmation of receipt of change of Scheduling Coordinator(s) to the Registered EGS within two (2) Business Days of receipt of such notice. In the event the Registered EGS ceases using a Scheduling Coordinator(s), the Registered EGS shall immediately resume the direct performance of all Registered EGS responsibilities under the EGS Tariff
- 9.5 Load Scheduling Through a Scheduling Coordinator.** A Registered EGS shall not submit individual load schedules to the PJM OI, nor shall a Registered EGS propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as the Registered EGS.
- 9.6 Primary Obligations of A Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every Registered EGS remains primarily responsible for fully satisfying the requirements of the EGS Tariff.



## 10. METERING SERVICES

- 10.1 Meters.** The Company shall provide metering services and Company-owned electric metering equipment in accordance with the Company's prevailing EDC Tariff on file with the PUC, as said EDC Tariff may be revised by the Company from time to time.
- 10.2 Reading.** All Customers shall have their electric energy deliveries metered and read in accordance with applicable PUC regulations, the EDC Tariff, and Company procedures.
- 10.3 Non-standard Metering.** The Company shall own and install equipment for any Registered EGS requesting non-standard metering. The Registered EGS shall pay all costs associated with the removal and testing of any existing electric metering equipment, the installation and testing of the non-standard metering, and all incremental costs of non-standard metering above those charges that the Company has included in its EDC Tariff for standard metering. The non-standard metering will be used for determining loads starting with the first Meter Read Date following the installation. The Company shall provide, but the Registered EGS shall pay, for the installation, operation and maintenance of the required compatible communication/telephone link in order to transmit the metered information to the Company. As long as it does not interfere with the Company's operations, the Registered EGS may opt to install its own communication link for its own interrogation purposes. Any meter installed and owned by the Company shall be used for billing, capacity obligation determination, transmission obligation determination, PJM financial settlement, and energy reconciliation. All meters used for billing, whether required by the Company or requested by the Registered EGS, will be maintained and tested by the Company in accordance with PUC regulations. Additional metering services requested by the Registered EGS or the Customer and approved by the Company will be provided at charges as determined by the Company.
- 10.4 Meter Testing.** In addition to any meter testing that is performed in compliance with PUC regulations, upon the Registered EGS's written request, the Company will test designated electric meter(s) used for billing. In the event a test requested by the Registered EGS establishes that a Company-owned electric meter is registering inaccurately by more than the applicable PUC tolerances and requirements, as may be revised by the PUC from time to time, the costs of said tests shall be borne by the Company. Any Company-owned electric meter found to be inaccurate by more than the applicable PUC tolerances and requirements, or is otherwise found to be defective, shall be adjusted, repaired or replaced, at the sole cost and expense of the Company. The cost of testing a meter at the request of a Registered EGS, which is determined to be operating within applicable PUC tolerances and requirements and not found to be defective, will be borne by the Registered EGS. Costs will be calculated and billed under the same terms and conditions as the Company customarily uses for similar requests from EDC Tariff Customers.

## 11. CONFIDENTIALITY OF INFORMATION

- 11.1 Company Information.** All confidential or proprietary Company information made available by the Company to an EGS in connection with the provision of Coordination Services, including but not limited to load data, and information regarding the business processes of the Company and the computer and communication systems owned or leased by the Company, shall be used only for purposes of receiving Coordination Services and/or providing Competitive Generation Service to Customers in the Company's Pennsylvania service territory. Other than disclosures to EGS representatives for the purpose of enabling an EGS to fulfill its obligations under the EGS Tariff or provide Competitive Generation Service to Customers in the Company's Pennsylvania service territory, an EGS may not disclose confidential or proprietary Company information without the Company's prior authorization and/or consent.
- 11.2 Customer Information.** The Company will provide to the EGS Customer-specific information pursuant to Rule 5. The EGS shall keep all Customer-specific information supplied by the Company confidential unless the EGS has the Customer's authorization to do otherwise.

## 12. PAYMENT AND BILLING

- 12.1 Billing Services Selection and Change.** To the extent offered by the Registered EGS, the Customer has the option to choose whether the Company will render a consolidated bill (including Company and Registered EGS charges) or whether to have separate bills from the Company and the Registered EGS. The Registered EGS shall notify the Company of the choice of billing service option when notifying the Company of the Customer's enrollment.
- 12.1.1 Billing Services Options.** Registered EGSs will have the opportunity to choose from the following billing service options:
- (a) Dual Billing
  - (b) Company Consolidated Billing - Rate Ready Option
  - (c) Company Consolidated Billing - Bill Ready Option

**12.1.2 Notification of Billing Service Option Change.** If the Registered EGS changes its billing service option for a Customer after initial Customer enrollment, the Registered EGS must notify the Company of the change at least seven (7) days prior to the Customer's scheduled Meter Read Date. If the Registered EGS fails to notify the Company seven (7) days prior to the Customer's scheduled Meter Read Date, the billing service option change will take effect on the next scheduled Meter Read Date.

**12.1.3 Change of Billing Service Options Offered.** A Registered EGS who adds or deletes a billing service option that it offered when Competitive Generation Service is initiated pursuant to the EGS Tariff shall provide sixty (60) calendar days notice to its affected Customers and the Company, prior to implementing the addition/deletion.

**12.2 Meter Reading Information.** The Company is responsible for reading the Customer's meter. Accurate and timely meter read data that will allow a Registered EGS to bill Customers in a timely manner for Competitive Generation Service that is consistent with the load obligation assigned to the Registered EGS by the Company, will be shared electronically between the Registered EGS and the Company

**12.2.1 Estimated Meter Read.** In the event an actual meter reading cannot be obtained, the Company shall estimate the Customer's consumption for billing purposes for the applicable period in accordance with PUC approved procedures.

**12.2.2 Meter Read Data.** The Company will normally provide the Registered EGS with actual or estimated meter read data within three (3) days of the Meter Read Date.

**12.3 Dual Billing.** The Company will calculate its charges, prepare its bill, and render its bill consistent with its EDC Tariff standard billing practices. This billing method is the sole responsibility of the Company and its Customers, and is independent of the Registered EGS billing. The Registered EGS will calculate its charges, prepare its bill, and render its bill consistent with its standard billing practices. The Company has no obligations regarding accuracy of Registered EGS charges or related payment disputes.

**12.3.1 Customer Billing Complaints.** The Company shall process all complaints and Customer services regarding the bill rendered by the Company in accordance with applicable regulations and performance specifications. The Registered EGS shall process all complaints and Customer services regarding the bill rendered by the Registered EGS in accordance with applicable regulations and performance specifications.

**12.4 Company Consolidated Billing.** The Company shall render a Company Consolidated Bill as provided below.

**12.4.1 Billing Format.** If the Registered EGS chooses to have the Company render a consolidated bill, the Registered EGS must provide the applicable billing information to the Company pursuant to the terms and conditions as follows:

**12.4.1.1 Rate Ready Option.** Under this billing service option the Company will calculate both the Company and Registered EGS charges and render a consolidated bill to the Customer.

- (C)
- (a) A Registered EGS must submit “Standard Rate” program data to the Company at least fourteen (14) days in advance of submitting Customers on a Rate Ready Option. Each EGS will not submit more than two hundred (200) discrete rates for implementation to the Company during each calendar quarter.
  - (b) “Standard Rate” program structures including fixed cents per kWh rates will be available starting from \$0.0500 through \$0.1199 per kWh in \$0.0001 increments, up to four decimal place precision. A standard “percent off” of shopping rates will be available from 1.0% through 50.0% off the “Price to Compare”, in 0.5% increments. The term “Price to Compare” shall be consistent with PUC rules and regulations. The Company and Registered EGS may negotiate and mutually agree to utilize more diverse rate structures for the Rate Ready Option. Any rate design(s) other than those specified in this Rule may delay power flow to a Customer billed under Company Consolidated Billing.
  - (c) Unused rate programs will be removed by the Company after one hundred eighty (180) days, provided that the Company will notify the Registered EGS before removing unused rate programs.
  - (d) Customers will be rendered a bill for Registered EGS and Company charges normally within three (3) Business Days of the meter reading.

**12.4.1.2 Bill Ready Option.** Under this billing service option the Registered EGS receives the usage information from the Company and calculates its Customer charges accordingly. The Registered EGS then sends its charges to the Company to be placed on the same bill as the Company charges.

(C) Change

- (a) The Registered EGS must calculate and send its Customer charges to the Company within three (3) Business Days of receipt of the meter read data. If the Registered EGS fails to transmit its Customer charges to the Company in the required timeframe, the Company will not include the Registered EGS's Customer charges on the bill for that period. The Company will place the previous Month Customer charges on a future consolidated bill provided that the Registered EGS: (i) transmits the previous Month Customer charges in accordance with standard EDI practices; and (ii) sends its previous Month Customer charges to the Company within three (3) Business Days of receipt of future meter read data.
- (b) The Company will not be liable for the Registered EGS's charges or losses, damages or consequential damages associated with the Registered EGS's Customers not being billed for the Registered EGS's charges for that period.
- (c) The Registered EGS is responsible for the bill content transmitted to the Company.

**12.4.2 Purchase of Receivables ("POR") Program.** When a Registered EGS elects to use Company Consolidated Billing, the Company will purchase the Registered EGS's Basic Electric Supply receivables. The POR program will be applicable to residential and small commercial Customers served under the following retail rate schedules of the EDC Tariff: Schedules 10, 20, 30, 51, 52, 53, 54, 55, 56, 57, 58, and 71 and pursuant to the terms and conditions as follows:

- (a) All Registered EGS Basic Electric Supply charges for residential and small commercial Customers billed using Company Consolidated Billing will be purchased at 100%, and will become the Company's charges on the day the bill is rendered. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.7.
- (b) In the event a Registered EGS converts a Customer from Company Consolidated Billing to Dual Billing, the Registered EGS and Company will each be responsible for its receivables effective as of the start of Dual Billing. EGSs' receivables incurred as a result of a Customer billed under a Dual Billing arrangement will not be included in the POR program.
- (c) Company payments to EGSs will be made based on current charges applicable for the current month of service that is billed to and owed by the Customers, and will be paid to the Registered EGSs forty (40) days after the issued date of the Company Consolidated Bill. The POR payments to EGSs will be subject to the Clawback Provision provided for in Section 12.4.2(l) on a pilot basis through May 31, 2019.

(C) Change

- (d) The Company will make payments of funds payable to the Registered EGS via electronic payment to a bank designated by the Registered EGS. Wire transfer of funds will be made per relevant PUC orders unless other terms are mutually agreed upon.
- (e) Purchased receivables will be treated in the same manner as other Company charges pursuant to the EDC Tariff. A Registered EGS offering Company Consolidated Billing to its Customers acknowledges and agrees that the Company is: (i) entitled to receive and retain all payments from the Registered EGS's Customers for purchased receivables; and (ii) authorized to conduct collection activities and, if necessary, terminate its delivery service and the Registered EGS's Competitive Generation Service to Customers whose receivables were purchased and who fail to make payment of amounts due on the Company Consolidated Bill, including the full amount of the purchased receivables. Any Customer service termination shall be consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the PUC's regulations. Any Customer whose service is terminated for failure to pay Company Consolidated Billing charges shall be reconnected to the Registered EGS of record upon payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits); provided however, that such payment is made no later than ten (10) days after termination of service. Should Customer remit payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits) more than ten (10) days after the termination of service, the Customer shall be reconnected to Default Service.
- (f) In the event a Customer disputes a Registered EGS's charges and notifies the Company, the Company can withhold the disputed amount from that Registered EGS until such time that the Company is notified that the dispute has been resolved.
- (g) For the Rate Ready Option and Bill Ready Option of Company Consolidated Billing, the Customer's Average Payment Plan billing will be adjusted to reflect the Company's regulated non-Basic Electric Supply charges and the full amount of the Registered EGS charges. (C)
- (h) The Company shall also purchase receivables of Registered EGS Customers based upon an estimated bill.
- (i) The Company shall add to or deduct from any payments due to a Registered EGS amounts that may result from reconciliations, adjustments or recalculations of Average Payment Plans, estimated readings, cancel and rebills, or any applicable billing adjustment.

(C) Change

- (j) The Company will only purchase Basic Electric Supply charges. Upon request, a Registered EGS shall provide a written certification to the Company that the Registered EGS is providing only Basic Electric Supply to Customers billed under Company Consolidated Billing. If a Registered EGS is providing a Customer with a service or product that does not meet the definition of Basic Electric Supply, the Registered EGS shall be permitted to issue a separate bill for such service or product in accordance with Dual Billing for that Customer if it provides written certification to the Company that the service or product cannot be billed under Company Consolidated Billing.
- (k) Registered EGSs will not deny service to residential Customers whose accounts are included in the Company's purchase of receivables program for credit-related reasons and will not ask for deposits separate from any deposit required by the Company pursuant to PUC regulations and Act 201.
- (l) Clawback Clause: The Companies will apply a two-prong test to determine the clawback charge. The first test will identify those participating EGSs whose average percentage of write-offs as a percentage of revenues over the twelve-month period ending August 31st each year exceeds 200% of the average percentage of total EGS write-offs as a percentage of revenues per operating company. The second prong of the test will identify, of those EGSs identified in the first test, EGSs whose average price charged over the same twelve-month period exceeds 150% of the average price-to-compare for the prior 12-month period. For those EGSs identified by both prongs of the test, the annual clawback charge assessed beginning September 2016 and annually thereafter, would be the difference between that EGS's actual write-offs and 200% of the average EGS percentage of write-offs per operating company. The Company will bill the EGS for this charge in accordance with Section 12.7.
- (m) Customer Refunds: A EGS refund will only be credited through the Companies' billing system after an EGS obtains the consent of a residential customer: (a) who is billed as part of the Companies' POR; and (b) to whom the EGS is willing to issue a refund to resolve a PaPUC formal or informal individual customer complaint; and (c) where the customer has an outstanding arrearage, owed to one of the Companies, that is associated with the dispute that is the subject of the informal or formal PaPUC complaint. The EGS will use good faith efforts to remit the refund directly to the EDC to offset any arrearages on the customer's account associated with the disputed amount. If the customer does not agree to have the refund remitted directly to the EDC, the EGS will remit payment to the customer and encourage the customer to address the outstanding arrearage directly with the EDC.

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**12.4.3 Billing and Payment Data Access.** The Company and the Registered EGS shall transmit consumption, billing, and related data to each other using EDI transactions for the purpose of Company Consolidated Billing.

- (a) The Company shall remit Registered EGS revenue and billing data to the Registered EGS by EDI transaction.
- (b) The Registered EGS shall have access to Customer billing and payment information from the Registered EGS for the Registered EGS's presently enrolled Customers at no cost.

**12.4.4 Bill Due Dates.** Under Company Consolidated Billing, the Registered EGS must adopt the same bill due date as assigned by the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

**12.4.4.1 Exceptions to Bill Due Date Provisions.** For Customers eligible for, and participating in, the Company's Summary Billing, meter read data is collected on its regular schedule, but the billing date and due date is adjusted to allow multiple accounts to be summarized and due on the same date. Summary Billing is a billing method that lists multiple Customer accounts on one bill statement and is only available for Dual Billing and the Rate Ready Option of Company Consolidated Billing.

**12.4.5 Responsibilities in the Event of Registered EGS Default.** A Registered EGS in Default using Company Consolidated Billing remains obligated to provide the Company with information necessary to allow the Company to continue Company Consolidated Billing through the conclusion of the billing cycle in which the Default occurred. The Registered EGS in Default is prohibited from issuing bills to Customers at the time of the Default unless specifically authorized by the PUC.

**12.5 Billing and Payment Programs.** The following programs will continue to be offered by the Company.

**12.5.1 Average Payment Plan.** The Monthly amount is calculated based on the most recent twelve (12) month history and may adjust with each meter reading.

- (a) The Company will continue to offer residential Customers the Average Payment Plan for its charges in accordance with the EDC Tariff.
- (b) When a Registered EGS of a Customer chooses to use Dual Billing, the Customer's Average Payment Plan will be adjusted to reflect the Company's regulated non-Basic Electric Supply charges only.
- (c) Customers seeking to enroll in, or terminate from, the Average Payment Plan must do so by contacting the Company.

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**12.6 Taxes.** In accordance with PUC procedures, the entity that originates the charge is responsible for, and shall remit and file taxes applicable to its charges.

**12.6.1 Company Tax Responsibilities.** The Company is responsible for calculation, collection, and remittance of gross receipt taxes, franchise tax on delivery service, and state and local energy taxes assessed on delivery service or other products and services provided by the Company.

**12.6.2 Supplier Tax Responsibilities.** The Registered EGS is responsible for calculation, collection, and remittance of gross receipts taxes and state and local energy taxes assessed on all products and services provided by the Registered EGS.

**12.6.3 Tax Exemptions.** Where Customers are exempt from taxes, it is the responsibility of both the Company and the Registered EGS to each acquire any required Tax Exemption Certificate from the Customer. In the event of a discrepancy between the Company's tax exempt status for the Customer and the tax exempt status submitted by the Registered EGS, the Registered EGS will provide a new correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, should the Customer wish to request a change in the Customer's tax exempt status. Otherwise, the Company will continue to apply the tax exemption of record to both the Company's and the Registered EGS's charges. For Customers utilizing the Rate Ready Option, the Company will apply the tax exempt status that it employs for Company charges, and the Company will provide a copy of the executed Tax Exemption Certificate to the Registered EGS should the Customer change their tax exempt status after initial enrollment; thereby, requiring the Registered EGS to acquire an updated Tax Exemption Certificate from the Customer.

**12.7 Registered EGS Payment Obligations to the Company.** A Registered EGS shall pay any charges it incurs in accordance with the Electricity Supplier Fees Rider.

**12.7.1 Billing Procedure.** Each month, the Company shall submit an invoice to the Registered EGS for any charges incurred in accordance with the Electricity Supplier Fees Rider. The invoice shall also include for each EGS that participants in the Customer Referral Program the applicable costs of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. The invoice may be transmitted to the Registered EGS by any reasonable method requested by the Registered EGS. A Registered EGS shall make payment for charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.7.

**12.7.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, estimating or other errors for a period of six (6) months from the date of such original monthly billing; and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event of circumstances that limit the timely availability of necessary data.

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**12.7.3 Manner of Payment.** The Registered EGS may make payment of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that a Registered EGS that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Registered EGS bill, the Registered EGS must pay the undisputed portion of disputed bills under investigation.

**12.7.4 Late Fee for Unpaid Balances.** If payment by the Registered EGS is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth in Rule 18.

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

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**12.7.5.1 EGS Offset.** In the event an EGS is deemed to be delinquent under 12.7.5, the Company may, at its sole discretion, reduce the reimbursement to the EGS for amounts collected by the Company by the amount owed to the Company.

**12.7.6 State Tax Indemnification.** If the Company becomes liable under the Public Utility Code for Pennsylvania State taxes not paid by a Registered EGS, the non-compliant Registered EGS shall indemnify the Company for the amount of additional state tax liability imposed upon the Company by the Pennsylvania Department of Revenue due to the failure of the Registered EGS to pay or remit to Pennsylvania the tax imposed on its gross receipts.

**12.8 Billing for Registered EGS Obligations to Other Parties.** The Company will assume no responsibility for billing between a Registered EGS and any energy source or a Scheduling Coordinator and any Coordinated Suppliers.

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### 13. WITHDRAWAL BY REGISTERED EGS FROM RETAIL SERVICE

- 13.1 Notice of Withdrawal to the Company.** A Registered EGS shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the Registered EGS from retail service in a manner consistent with the PUC's rulings in Docket No. M-00960890, and any subsequent applicable PUC rulings.
- 13.2 Notice to Customers.** A Registered EGS shall provide notice to its Customers of withdrawal by the Registered EGS from retail service in accordance with the PUC's rulings in Docket No. M-00960890 and any subsequent applicable PUC rulings.
- 13.3 Costs for Noncompliance.** A Registered EGS that withdraws from retail service and fails to provide at least ninety (90) days written notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:
- (a) Mailings by the Company to the EGS's Customers to inform them of the withdrawal and their options;
  - (b) Non-standard/manual bill calculation and production performed by the Company;
  - (c) EGS data transfer responsibilities that must be performed by the Company; and charges or penalties imposed on the Company by the PJM OI or other third parties resulting from the EGS withdrawing early; and
  - (d) Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

### 14. REGISTERED EGS DISCONTINUANCE OF SERVICE TO CUSTOMERS

- 14.1 Notice of Discontinuance to the Company.** A Registered EGS shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuances of service to Customers in a manner consistent with applicable PUC rules, as said rules apply to all Customer classes.
- 14.2 Notice to Customers.** A Registered EGS shall provide a minimum of thirty (30) days advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PUC's rulings in Docket No. M-00960890 and any subsequent applicable PUC rulings. The application of this Rule will, however, be limited to the classes of Customers to which the referenced PUC rulings will apply. With respect to all other classes of Customers, it will be the Registered EGS's responsibility to provide notice to a Customer of its intention to discontinue service in accordance with the Registered EGS's contractual obligations with the Customer.
- 14.3 Effective Date of Discontinuance.** Any discontinuance will be effective on a Meter Read Date and in accordance with the EGS Tariff and the EDC Tariff.

(C) Change

## 15. LIABILITY

- 15.1 General Limitation on Liability.** The Company shall have no duty or liability with respect to Competitive Generation Service before it is delivered by a Registered EGS toward an interconnection point with the PJM Control Area. After its receipt of Competitive Generation Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to Customers receiving Competitive Generation Service as to those receiving Default Service from the Company.
- 15.2 Limitation on Liability for Service Interruptions and Variations.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.
- 15.3 Additional Limitations on Liability In Connection With Direct Access.** Other than its duty to deliver Competitive Generation Service, the Company shall have no duty or liability to a Registered EGS providing Competitive Generation Service arising out of or related to a contract or other relationship between a Registered EGS and a Customer of the Registered EGS.

The Company shall implement Customer selection of a Registered EGS consistent with the applicable rules of the PUC and shall have no liability to a Registered EGS providing Competitive Generation Service arising out of or related to switching a Registered EGS, unless the Company is negligent in switching or failing to switch a Customer.

- 15.4 Company's Indemnification of Registered EGS.** Subject to Rule 15.2, in the event the Company is not able to render continuous, regular, and uninterrupted supply of service due to interruption or service limitations not caused by the Registered EGS, the Company shall hold the Registered EGS harmless for any penalties, fines, or other costs that the Company may incur.

## 16. BREACH OF COORDINATION OBLIGATIONS

- 16.1 Breach of Obligations.** The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Individual Coordination Agreement and the EGS Tariff upon its failure to observe any material term or condition of the EGS Tariff, including any Rule and Regulation, charge or Rider thereof.
- 16.2 Events of Breach.** A material breach of Coordination Obligations hereunder, as described in Rule 16.1, shall include, but is not limited to, the following:
- (a) A breach of any Rule or Regulation of the EGS Tariff;
  - (b) An EGS's failure to maintain license or certification as an EGS from the PUC;
  - (c) An EGS's failure to meet its PJM membership as an LSE in good standing, and/or to meet its PJM requirements directly or through a Scheduling Coordinator;
  - (d) An EGS's failure to make payment of any undisputed charges incurred in accordance with the Electricity Supplier Fees Rider in the time prescribed;
  - (e) The involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the EGS; or
  - (f) An EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.
- 16.3 Cure and Default.** If either the Company or an EGS materially breaches any of its Coordination Obligations (hereinafter the Breaching Party), the other party (hereinafter the Non-Breaching Party) shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in Default of its obligations under the EGS Tariff and the Individual Coordination Agreement if: (a) it fails to cure its breach within five (5) days after its receipt of such notice; or (b) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

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

Upon the occurrence of any such Default, the Company may, at any time, declare any amount owing to be immediately due and payable. Such amount will thereupon be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the EGS. In case any one or more of the Events of Breach shall happen and be continuing, the Company may proceed to protect and enforce its rights by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in the EGS Tariff or in aid of the exercise of any power granted in the EGS Tariff or may proceed to enforce any other legal right which the Company may have, all of which it hereby expressly reserves.

**16.5 Rights, Remedies, or Powers.** All rights, remedies, or powers hereby conferred upon the Company will, to the extent not prohibited by law, be deemed cumulative and not exclusive of any other thereof, or any other rights, remedies or powers available to the Company. No delay or omission of the Company to exercise any right, remedy, or power will impair any such right, remedy or power or will be construed to be a waiver of an Event of Breach or an acquiescence therein. Any right, remedy or power conferred upon the Company hereunder may be exercised from time to time, independently or concurrently, and as often as it shall deem expedient. No waiver of any Event of Breach by the Company will extend to or will affect any subsequent Event of Breach. No single or partial exercise of any right, remedy or power by the Company will preclude further exercise thereof by the Company. Acceptance by the Company of partial payments will not constitute a waiver by the Company of any rights or remedies the Company may otherwise have.

## 17. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT

- 17.1 Termination.** An Individual Coordination Agreement will or may be terminated as follows:
- (a) **Withdrawal of the Registered EGS from Retail Service.** In the event the Registered EGS ceases to participate in or otherwise withdraws the provision of Competitive Generation Service to Customers in the Company's Pennsylvania service territory, the Individual Coordination Agreement between the Registered EGS and the Company shall terminate thirty (30) days following the date on which the Registered EGS has no more active Customers and has provided the notice of withdrawal indicated in Rule 13.1 (whichever occurs later).
  - (b) **The Company's Termination Rights Upon Default by a Registered EGS.** In the event of a Default by a Registered EGS, the Company may terminate the Individual Coordination Agreement between the Registered EGS and the Company by providing written notice to the Registered EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.
- 17.2 Effect of Termination.** Termination of Individual Coordination Agreements will have the same effect on a Registered EGS's Customers as the Registered EGS's discontinuance of Competitive Generation Service to such Customers. If a Customer of a terminated EGS has not switched to another Registered EGS prior to termination, said Customer will receive Default Service pending its selection of another Registered EGS.
- 17.3 Survival of Obligations.** Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or a Registered EGS of any obligation accrued or accruing prior to such termination.

## 18. ALTERNATIVE DISPUTE RESOLUTION

- 18.1 Informal Resolution of Disputes.** The Company and a Registered EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of the EGS Tariff and/or the conduct of Coordination Activities hereunder. The Registered EGS's point of contact for all information, operations, questions, and problems shall be the Company Ombudsman.

- 18.2 Internal Dispute Resolution Procedures.** Any dispute between the Company and a Registered EGS under the EGS Tariff or Individual Coordination Agreement shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the Code of Conduct in the EDC Tariff, or either party may unilaterally submit the dispute to arbitration to be resolved in accordance with the arbitration procedures set forth below.
- 18.3 External Arbitration Procedures.** If the amount in dispute is \$500,000 or less, the arbitration initiated under the EGS Tariff or any Individual Coordination Agreement shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds \$500,000, each party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.
- 18.4 Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the EGS Tariff and any Individual Coordination Agreement and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds set forth in 42 Pa. C.S. § 7341. The final decision of the arbitrator must also be filed with the FERC and the PUC, if it affects their respective jurisdictional rates, terms and conditions of service or facilities.



- 18.5 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:
- (a) The cost of the arbitrator chosen by the party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or
  - (b) A proportionate share of the cost of the single arbitrator jointly chosen by the parties.
- 18.6 Rights Under the Federal Power Act.** Nothing in Rule 18 shall restrict the rights of any party to file a complaint with the FERC under relevant provisions of the Federal Power Act or to initiate other compliant procedures permitted by the FERC. In addition, nothing contained herein shall be construed as affecting in any way the right of the Company to unilaterally make application to the FERC for a change, under Section 205 of the Federal Power Act, in the charges specified herein that are subject to the jurisdiction of the FERC.
- 18.7 Rights Under the Pennsylvania Public Utility Code.** Nothing in Rule 18 shall restrict the rights of any party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code.

## 19. MISCELLANEOUS

- 19.1 Notices.** Unless otherwise stated herein, any notice contemplated by the EGS Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Individual Coordination Agreement. If given by electronic transmission (including fax or Internet e-mail), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by mail. If sent in writing by first class United States mail, notice shall be deemed given on the fifth Business Day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Registered EGS may change their representative for receiving notices contemplated by the EGS Tariff by delivering written notice of their new representatives to the other.
- 19.2 No Prejudice of Rights.** The failure by either the Company or the Registered EGS to enforce any of the terms of the EGS Tariff or any Individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.
- 19.3 Gratuities to Employees.** The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

**19.4 Assignment.**

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

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

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

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

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

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

1.0 This Individual Coordination Agreement ("Agreement"), dated as of

\_\_\_\_\_

Is entered into, by and between West Penn Power Company ("Company") and

\_\_\_\_\_

the Electric Generation Supplier ("EGS").

2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all Coordination Services specified in the Electric Generation Supplier Coordination Tariff ("EGS Tariff"), including but not limited to Load Forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Generation Service to Customers located within the Company's Pennsylvania service territory.

3.0 Representations and Warranties.

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

(i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to the EDC serving Customers located in the APS Zone; and

(ii) The EGS is licensed by the PUC to provide Competitive Generation Service to Customers in Pennsylvania and has and will continue to satisfy all other PUC requirements applicable to EGSs.

(b) The Company and the EGS, individually referred to hereafter as the "Party", each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

(C) Change

**INDIVIDUAL COORDINATION AGREEMENT RIDER (continued)**

(ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Rule 3 of this Agreement have been violated.

5.0 Coordination Services between the Company and the EGS will commence on

\_\_\_\_\_.

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

(C)

West Penn Power Company  
(Address)  
(City & State)

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

To the EGS:

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

(C) Change

**INDIVIDUAL COORDINATION AGREEMENT RIDER (concluded)**

7.0 The EGS Tariff and the PJM OATT (collectively "Tariffs") are incorporated herein by reference and made a part hereof. By signing below, the EGS acknowledges that it has read and understands the Tariffs and will strictly comply with the terms and conditions contained in the Tariffs, as such Tariffs change from time to time. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Tariff.

8.0 The EGS Tariff and its definitions are incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this Agreement shall have the meaning stated in the EGS Tariff.

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

(C)

**WEST PENN POWER COMPANY**

**EGS**

By:

By:

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

(C) Change

**SCHEDULING COORDINATOR DESIGNATION FORM RIDER**

(C)

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

\_\_\_\_\_

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

\_\_\_\_\_

3.0. The EGS further notifies the Company that it is designating the entity identified in the preceding paragraph as its Scheduling Coordinator for the specific purpose(s) (please check and/or fill in):

\_\_\_\_\_ Load Forecasting

\_\_\_\_\_ Assessing Import Capability

\_\_\_\_\_ Scheduling and Assumption of Reconciliation Rights and Responsibilities

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

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

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

(C) Change

**SCHEDULING COORDINATOR DESIGNATION FORM RIDER (continued)**

To the EGS:

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

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

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

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

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

Internet e-mail: \_\_\_\_\_

To the Scheduling Coordinator:

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

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

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

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

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

Internet e-mail: \_\_\_\_\_

**SCHEDULING COORDINATOR DESIGNATION FORM RIDER (concluded)**

7.0 The EGS Tariff and its definitions are incorporated herein by reference and made a part hereof, as such EGS Tariff changes from time to time. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the EGS Tariff.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

**Acknowledgment and Consent**

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**ELECTRICITY SUPPLIER FEES RIDER**

1. TECHNICAL SUPPORT AND ASSISTANCE CHARGE      \$53 per hour  
billed in 15-minute intervals

Technical Support and Assistance is defined as support services and assistance that may be provided by the Company to an EGS. To the extent that the support services and assistance requested is beyond that considered reasonable, customary and necessary for EDC and EGS interactions and transactions: i) the Company is under no obligation to provide any such Technical Support and Assistance services; and ii) the Company may bill an EGS for any such Technical Support and Assistance services. To the extent that the Technical Support and Assistance services are reasonable, customary and necessary services to support the provision of a Registered EGS's Competitive Generation Service to Customers located within the Company's service territory: i) the Company is obligated to provide any such Technical Support and Assistance services; and ii) the Company may not bill for any such Technical Support and Assistance services.

There will be no time recorded against an EGS in connection with inquiries covering required business interactions, specifically:

- (a) Normal load profiling and energy scheduling;
- (b) Standard automated processing of EGS data files by the Company;
- (c) Website availability and access; and
- (d) Correction of erroneous data communicated by the Company via the Internet address and the Company's website.

**ELECTRICITY SUPPLIER FEES RIDER (concluded)**

2. LOAD DATA SUPPLY CHARGE \$53 per hour  
billed in 15-minute intervals

There is no charge for Customer load data requested through EDI.

The Company will fulfill, a non-EDI request for Customer load information available on its information system once per calendar year for no charge. Any electronically available load data if requested in a calendar year in which the Company has already provided such data once for no charge will be charged at the Company's actual cost, using the above hourly labor rate, and based on the time spent to fulfill the request to be determined at fifteen minute intervals.

(C)

(C) Change

**COMPANY LINE LOSS FACTOR RIDER**

For purposes of calculating daily load estimates and energy reconciliation in Rules 6, 7 and 8 of the EGS Tariff, the combined real power transmission losses and distribution line losses for Secondary, Primary, Subtransmission with transformer charges, Subtransmission and Transmission voltage levels shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at these voltage levels by the applicable line loss factor. Line loss factors are time-differentiated as on-peak and off-peak for each voltage classification. The on-peak line loss factors apply to the hours ended 8 a.m. to 11 p.m. Monday through Saturday. The off-peak line loss factors apply to all remaining hours. The applicable on-peak and off-peak line loss factors are:

<u>Voltage served</u>	<u>On-peak line losses</u>	<u>Off-peak line losses</u>
Secondary	9.434%	8.537%
Primary	6.383	5.482
Subtransmission w/ transformer charges	4.282	3.992
Subtransmission	3.578	3.277
Transmission	2.184	1.938

The Company will make available the mapping of the voltage line loss factors to the respective EDC Tariff rate schedules and rate codes on the Company website. The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. Any such revision will be filed with the FERC (if required) and the PUC, provided to Registered EGSs via Internet electronic mail and posted on the Company's website, and become effective thirty (30) days after filing unless otherwise ordered by the PUC or the FERC. The Company will make a good faith effort to advise Registered EGSs of any change in these line loss factors more than thirty (30) days in advance of a change when warranted.

**APPENDIX A****Responsibilities for PJM Billing Line Items as Defined Applicable PJM Agreement or Manual**

<b>Charge ID #</b>	<b>PJM Billing Statement Line Items</b>	<b>Responsible EDC</b>	<b>Party ** EGS</b>
1100	Network Integration Transmission Service		X
1102	Network Integration Transmission Service (exempt)		X
1104	Network Integration Transmission Service Offset		X
1108	Transmission Enhancement	X	
1110	Direct Assignment Facilities		X
1120	Other Supporting Facilities		X
1130	Firm Point-to-Point Transmission Service		X
1133	Firm Point-to-Point Transmission Service Resale Charges		X
1140	Non-Firm Point-to-Point Transmission Service		X
1143	Non-Firm Point-to-Point Transmission Service Resale Charge		X
1200	Day-ahead Spot Market Energy		X
1205	Balancing Spot Market Energy		X
1210	Day-ahead Transmission Congestion		X
1215	Balancing Transmission Congestion		X
1218	Planning Period Congestion Uplift		X
1220	Day-ahead Transmission Losses		X
1225	Balancing Transmission Losses		X
1230	Inadvertent Interchange		X
1240	Day-ahead Economic Load Response		X
1241	Real-time Economic Load Response		X

Charge ID #	PJM Billing Statement Line Items	Responsible EDC	Party ** EGS
1245	Emergency Load Response		X
1250	Meter Error Correction		X
1260	Emergency Energy		X
1301	PJM Scheduling, System Control and Dispatch Service – Control Area Administration		X
1302	PJM Scheduling, System Control and Dispatch Service – FTR Administration		X
1303	PJM Scheduling, System Control and Dispatch Service – Market Support		X
1304	PJM Scheduling, System Control and Dispatch Service – Regulation Market Administration		X
1305	PJM Scheduling, System Control and Dispatch Service – Capacity Resource/Obligation Mgmt.		X
1306	PJM Scheduling, System Control and Dispatch Service – Advance Second Control Center		X
1308	PJM Scheduling, System Control and Dispatch Service Refund – Control Area Administration		X
1309	PJM Scheduling, System Control and Dispatch Service Refund – FTR Administration		X
1310	PJM Scheduling, System Control and Dispatch Service Refund – Market Support		X
1311	PJM Scheduling, System Control and Dispatch Service Refund – Regulation Market Administration		X
1312	PJM Scheduling, System Control and Dispatch Service Refund – Capacity Resource/Obligation Mgmt.		X
1314	Market Monitoring Unit (MMU) Funding		X
1315	FERC Annual Charge Recovery		X
1316	Organization of PJM States, Inc. (OPSI) Funding		X
1317	North American Electric Reliability Corporation (NERC)		X

<b>Charge ID #</b>	<b>PJM Billing Statement Line Items</b>	<b>Responsible EDC</b>	<b>Party ** EGS</b>
1318	Reliability First Corporation (RFC)		X
1320	Transmission Owner Scheduling, System Control and Dispatch Service		X
1330	Reactive Supply and Voltage Control from Generation and Other Sources Service		X
1340	Regulation and Frequency Response Service		X
1350	Energy Imbalance Service		X
1360	Synchronized Reserve		X
1365	Day-ahead Scheduling Reserve		X
1370	Day-ahead Operating Reserve		X
1371	Day-ahead Operating Reserve for Load Response		X
1375	Balancing Operating Reserve		X
1376	Balancing Operating Reserve for Load Response		X
1377	Synchronous Condensing		X
1378	Reactive Services		X
1380	Black Start Service		X
1400	Load Reconciliation for Spot Market Energy		X
1410	Load Reconciliation for Transmission Congestion		X
1420	Load Reconciliation for Transmission Losses		X
1430	Load Reconciliation for Inadvertent Interchange		X
1440	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service		X
1441	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund		X
1445	Load Reconciliation for FERC Annual Charge Recovery		X
1446	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding		X

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 Issued: February 20, 2015

Effective: June 1, 2015

Charge ID #	PJM Billing Statement Line Items	Responsible EDC	Party ** EGS
1447	Load Reconciliation for North American Electric Reliability Corporation (NERC)		X
1448	Load Reconciliation for Reliability First Corporation (RFC)		X
1450	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service		X
1460	Load Reconciliation for Regulation and Frequency Response Service		X
1470	Load Reconciliation for Synchronized Reserve		X
1475	DASR Load Reconciliation		X
1478	Load Reconciliation for Operating Reserve		X
1480	Load Reconciliation for Synchronous Condensing		X
1490	Load Reconciliation for Reactive Services		X
1500	Financial Transmission Rights Auction		X
1600	RPM Auction		X
1610	Locational Reliability		X
1650	Non-Unit Specific Capacity Transaction		X
1660	Demand Resource and ILR Compliance Penalty		X
1661	Capacity Resource Deficiency		X
1662	Generation Resource Rating Test Failure		X
1663	Qualifying Transmission Upgrade Compliance Penalty		X
1664	Peak Season Maintenance Compliance Penalty		X
1665	Peak-Hour Period Availability		X
1710	PJM/MISO Seams Elimination Cost Assignment		X
1720	RTO Start-up Cost Recovery		X
1730	Expansion Cost Recovery	X	

Issued: February 20, 2015

Effective: June 1, 2015

Charge ID #	PJM Billing Statement Line Items	Responsible EDC	Party ** EGS
1900	Unscheduled Transmission Service		X
1910	Ramapo Phase Angle Regulators		X
1920	Station Power		X
1930	Generation Deactivation and RMR Generating Unit Declarations Before July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket No. P-2013-2391378		X
1930	Generation Deactivation and RMR Generating Unit Declarations After July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket No. P-2013-2391378	X	
1950	Virginia Retail Administrative Fee		X
1980	Miscellaneous Bilateral		X
1995	PJM Annual Membership Fee		X
2100	Network Integration Transmission Service		X
2102	Network Integration Transmission Service (exempt)		X
2104	Network Integration Transmission Service Offset		X
2106	Non-Zone Network Integration Transmission Service		X
2108	Transmission Enhancement	X	
2110	Direct Assignment Facilities		X
2120	Other Supporting Facilities		X
2130	Firm Point-to-Point Transmission Service		X
2132	Internal Firm Point-to-Point Transmission Service		X
2133	Firm Point-to-Point Transmission Service Resale Credit		X
2140	Non-Firm Point-to-Point Transmission Service		X



<b>Charge ID #</b>	<b>PJM Billing Statement Line Items</b>	<b>Responsible EDC</b>	<b>Party ** EGS</b>
2142	Internal Non-Firm Point-to-Point Transmission Service		X
2143	Non-Firm Point-to-Point Transmission Service Resale Credit		X
2210	Transmission Congestion		X
2217	Planning Period Excess Congestion		X
2218	Planning Period Congestion Uplift		X
2220	Transmission Losses		X
2240	Day-ahead Economic Load Response		X
2241	Real-time Economic Load Response		X
2245	Emergency Load Response		X
2260	Emergency Energy		X
2320	Transmission Owner Scheduling, System Control and Dispatch Service		X
2330	Reactive Supply and Voltage Control from Generation and Other Sources Service		X
2340	Regulation and Frequency Response Service		X
2350	Energy Imbalance Service		X
2360	Synchronized Reserve		X
2365	Day-ahead Scheduling Reserve		X
2370	Day-ahead Operating Reserve		X
2371	Day-ahead Operating Reserve for Load Response		X
2375	Balancing Operating Reserve		X
2376	Balancing Operating Reserve for Load Response		X
2377	Synchronous Condensing		X
2378	Reactive Services		X

Charge ID #	PJM Billing Statement Line Items	Responsible EDC	Party ** EGS
2380	Black Start Service		X
2420	Load Reconciliation for Transmission Losses		X
2500	Financial Transmission Rights Auction		X
2510	Auction Revenue Rights		X
2600	RPM Auction		X
2620	Interruptible Load for Reliability		X
2630	Capacity Transfer Rights		X
2640	Incremental Capacity Transfer Rights		X
2650	Non-Unit Specific Capacity Transaction		X
2660	Demand Resource and ILR Compliance Penalty		X
2661	Capacity Deficiency Resource		X
2662	Generation Resource Rating Test Failure		X
2663	Qualifying Transmission Upgrade Compliance Penalty		X
2664	Peak Season Maintenance Compliance Penalty		X
2665	Peak-Hour Period Availability		X
2710	PJM/MISO Seams Elimination Cost Assignment		X
2720	RTO Start-up Cost Recovery		X
2730	Expansion Cost Recovery	X	
2910	Ramapo Phase Angle Regulators		X
2930	Generation Deactivation and RMR Generating Unit Declarations Before July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket No. P-2013-2391378		X

Charge ID #	PJM Billing Statement Line Items	Responsible EDC	Party ** EGS
2930	Generation Deactivation and RMR Generating Unit Declarations After July 24, 2014, the date of the PaPUC Approval of the Company's Default Service Program in PaPUC Docket No. P-2013-2391378	X	
2950	Virginia Retail Administrative Fee		X
2980	Miscellaneous Bilateral		X
2996	Annual PJM Cell Tower		X
2997	Annual PJM Building Rent		X

\*\*Any PJM fees or charges not specifically identified as being the responsibility of the EDC shall be the responsibility of the EGS. Line Items 2100, 2102 and 2104 are Transmission Owner Revenues.