

**METROPOLITAN EDISON COMPANY  
and  
PENNSYLVANIA ELECTRIC COMPANY**

**ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF**

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**COMPANY OFFICE LOCATION**

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P.O. Box 16001  
Reading, Pennsylvania 19640-0001

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**Effective: February 7, 2003**

**ISSUED BY: H. Peter Burg, CEO**  
Metropolitan Edison Company  
Pennsylvania Electric Company  
Reading, Pennsylvania

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**NOTICE**

This Supplement modifies the methodology the Company uses in the daily settlement process, changes definitions and removes references to the former entity.  
See List of Modifications.

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## LIST OF MODIFICATIONS

### DEFINITIONS

Change definition of "Company". (See First Revised Page No. 2)

Remove definition of "GPU Energy ("GPU Energy)". Correct definition of "EDC Tariff". (See Second Revised Page No. 3)

### RULES AND REGULATIONS

Correct website address. (See Second Revised Page No. 6)

Modify the methodology the Company utilizes to affect the daily settlement process with the EGS. (See First Revised Page No. 18)

Change current references to GPU Energy to Metropolitan Edison Company / Pennsylvania Electric Company. (See First Revised Page No. 18 and First Revised Page No. 19)

Remove reference to daily dynamic load profiles because of the change in methodology the Company utilizes. Correct reference to 6.2.7 that was previously eliminated. Change section 7.6 to reflect modification to sections 6.2.3 and 6.2.4. (See First Revised Page No. 22)

Remove references to GPU Energy. (See Third Revised Page No. 24)

Correct name of web page. (See First Revised Page No. 32)

Remove reference to doing business as GPU Energy. (See First Revised Page No. 34, First Revised Page No. 36 and First Revised Page No. 38)

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## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

**Active Load Management** - the process for arranging to have firm load become interruptible in accordance with criteria established by the PJM OI.

**Appropriate Similar Day** - hourly forecasted load comparable based on week day, month, season, and weather.

**Bad Credit** - an EGS has bad credit 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.

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

(C)

**Company** - Metropolitan Edison Company or Pennsylvania Electric Company .

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

**Competitive Energy Supply** - unbundled energy and/or capacity provided by an Electric Generation Supplier.

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

**Coordination Obligations** - all obligations identified in Rule 4 of the Tariff, relating to the provision of Coordination Services.

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

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

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

(C) Change

**Customer** - any person, partnership, association, or corporation receiving Competitive Energy Supply from an Electric Generation Supplier in accordance with the Competition Act at a single metered location.

**Deliver** - to “Deliver” a document or other item under this Tariff shall mean to tender by certified mail, hand delivery, or overnight express package delivery service.

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

**EDC Tariff** - the Company’s Electric Service Tariffs, denominated Electric Pa. P.U.C. No. 48 (Metropolitan Edison Company) and Electric Pa. P.U.C. No. 77 (Pennsylvania Electric Company).

**Electric Distribution Company or “EDC”** - a public utility that owns electric distribution facilities. At times, this term is used to refer to the role of the Company as a deliverer of Competitive Energy Supply in a Direct Access environment as contemplated in the Competition Act.

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

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

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

**Hourly or Sub-Hourly Metering Equipment** - metering equipment that supplies half-hourly readings of kW and power factor via remote communications, and not metering equipment from which quarter-hourly or hourly demand readings may be obtained through on-site querying of the metering equipment.

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

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

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

(C) Change

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

**Locational Marginal Price or “LMP”** - the hourly integrated marginal price to serve load at individual locations throughout PJM, or the load weighted average of locations throughout the Company Zone, calculated by the PJM OI as specified in the PJM Tariff.

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

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

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

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

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

**PJM** - the Pennsylvania-New Jersey-Maryland Interconnection LLC.

**PJM Control Area** - that certain Control Area encompassing systems in Pennsylvania, New Jersey, Maryland, Delaware, Virginia and the District of Columbia and which is recognized by the North American Electric Reliability Council as the “PJM Control Area”.

**PJM eScheduler System** - software program administered by the PJM OI through which energy load schedules may be submitted.

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

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

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

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

## **RULES AND REGULATIONS**

### **1. THE TARIFF**

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**1.1 Filing And Posting.** A copy of this Tariff, which comprises the Charges, Rules and Regulations and Riders under which the Company will provide Coordination Services to Electric Generation Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company. A copy of this Tariff and documents referenced in this Tariff but not a part of this Tariff are available on the Company's Internet Web Page at [www.firstenergycorp.com](http://www.firstenergycorp.com).

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

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

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

**1.5 Use Of Riders.** The terms governing the supply of Coordination Services under this Tariff or a Charge therein may be modified or amended only by the application of those standard Riders, filed as part of this Tariff.

**1.6 Statement By Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

### **2. SCOPE AND PURPOSE OF TARIFF**

**2.1 Scope And Purpose Of Tariff.** This Tariff sets forth the basic requirements for interactions and coordination between the Company as the Electric Distribution Company and EGSs necessary for ensuring the delivery of Competitive Energy Supply from EGSs to their Customers commencing on January 1, 1999

(C) Change

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

**2.3 FERC Jurisdictional Matters.** The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. If anything stated herein is found by the FERC to conflict with or be inconsistent with 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 this Tariff.

### 3. COMMENCEMENT OF EDC/EGS COORDINATION

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

- (a) an Individual Coordination Agreement, as contained in a Rider hereto, fully executed in triplicate by a duly authorized representative of the EGS;
- (b) if an EGS will utilize Sections 6-8 of this Tariff, written evidence that the EGS is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection, L.L.C., or their successors, if any; and
- (c) the EGS's Pennsylvania sales tax identification number.

**3.2 Incomplete Registrations.** In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service, as determined under 52 Pa. Code § 1.56, of the registration. An incomplete registration is not deemed to be ready for processing by the Company until it is completed by the EGS and delivered to the Company.

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

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

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

- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company under this Tariff;
- (b) the EGS has failed to comply with credit requirements specified in Rule 11 of the Tariff; and
- (c) the EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of written notice of the registration's deficiency.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 11.4.

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

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

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

**3.9 Identification Numbers.** Upon its approval of a registration for Coordination Services, the Company will assign to the EGS a supplier identification number to be used in subsequent electronic information exchange between the EGS and the Company. This number shall be consistent with the EGS's Dunn & Bradstreet Business number. In addition, the Company may also assign to the EGS identification numbers that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

**3.10 Commencement of Coordination Services.** Coordination Services shall commence within fifteen (15) days after the Company's acceptance of an EGS's registration for Coordination Services provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company and any conditions required under Rule 3.6 have been satisfied by the EGS.

## 4. COORDINATION OBLIGATIONS

**4.1 Provision of Coordination Services.** The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of an EGS's energy and/or capacity to serve retail access load located within the Company's service territory.

**4.2 Timeliness and Due Diligence.** EGSs shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate Direct Access.

**4.3 Duty of Cooperation.** The Company and each EGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff and the Competition Act.

**4.4 State Licensing.** An EGS must have and maintain in good standing a license from the PaPUC as an authorized EGS.

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

**4.6 PJM Services and Obligations.** An EGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, an EGS must satisfy all obligations which are imposed on LSEs in the PJM Control Area.

**4.7 Energy Scheduling.** An EGS must make all necessary arrangements for scheduling the delivery of energy through the PJM OI.

**4.8 Reliability Requirements.** An EGS shall satisfy those reliability requirements issued by the PaPUC, or any other governing reliability council with authority over the EGS, that apply to EGSs.

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

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

**4.11 Communication Requirements.** An EGS must be equipped with the following communications capabilities:

- Internet electronic mail (e-mail), including the capability to receive ASCII file attachments;
- Internet browser capable of access to the Company web-site and file uploads and downloads;
- Internet EDI peer-to-peer communication with push and pull capability, and
- VAN and single Internet file transfer protocol, as determined by the Electronic Data Exchange Working Group (EDEWG) and Pa PUC Docket No. M-00960890.F0015.

**4.12 Record Retention.** An EGS and the Company shall comply with all applicable laws and PaPUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PaPUC's regulations.

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

#### **4.14 Data Exchange.**

(a) The Company shall, at a minimum, comply and adhere to the terms and requirements of the Consensus Plan submitted by the Electronic Data Exchange Working Group (Electronic Data Exchange Standards for Electric Deregulation in The Commonwealth of Pennsylvania) reviewed and approved by the Pilot Implementation Committee and the Pa. PUC. (Docket No. M-00960890F.0015). These standards, as they currently are written, shall address the necessary data transfer and exchange to accommodate registration and switching of Customers, metering and billing information, and current Customer information. The Company shall follow these standards as they currently exist, and as they may change from time-to-time, for all data exchange procedures and requirements.

(b) The Company shall make available to an EGS, on a daily basis, the following information regarding that EGS's Customers in electronic files available on the Company website:

- (i) Company Account Number
- (ii) Billing Route
- (iii) Customer Name
- (iv) Service Address
- (v) Service City
- (vi) Service State Zip
- (vii) Mailing Address
- (viii) Mailing City
- (ix) Mailing State Zip
- (x) Contact Name (applicable to industrial and large commercial Customers only)
- (xi) Contact Address (applicable to industrial and large commercial Customers only)

- (xii) Contact City, State, Zip (applicable to industrial and large commercial Customers only)
- (xiii) Unlisted Phone Number Code
- (xiv) Telephone Number
- (xv) Rate Class
- (xvi) Rate Class Load Profile and Class Strata (if any)
- (xvii) Registered Peak Demand
- (xviii) Load Factor
- (xix) Annual kWh
- (xx) Meter Use Code
- (xxi) Delivery Date
- (xxii) Load Bus
- (xxiii) Whether Customer is on budget billing
- (xxiv) Whether the Customer is on a special payment agreement

(c) An EGS must notify its Customers that by signing up for Competitive Energy Supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer, as listed in Rule 4.14(b). At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number, data about meter readings, rate class and electric usage, the Customer's address(es) and telephone number, and whether or not the Customer is on a budget billing plan, or as otherwise approved by the PUC Bureau of Consumer Services.

(d) The Company will maintain on its website, copies of the standard file formats it will provide to EGSs containing the data listed in this Rule of this Tariff. The Company will not change the file formats without first providing via Internet electronic mail and posting on its website at least seven (7) days notice of any such change. The Company will make a good faith effort to provide a greater period of notice when warranted.

(e) Nothing in this Rule 4.14 shall prohibit the Company from making available to EGSs other electronic data, in formats chosen by the Company. The Company will not change the file formats of the electronic data made available under this Rule 4.14(e) without first providing via Internet electronic mail and posting on the website at least seven (7) days notice of such change. The Company will make a good faith effort to provide a greater period of notice when warranted.

**4.15 Codes of Conduct.** The Codes of Conduct contained in the Company's EDC Tariff are incorporated herein by reference.

**4.16 Standards of Conduct and Disclosure for Licensed EGSs.** The Commission's Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

## 5. DIRECT ACCESS PROCEDURES

**5.1 Customer Enrollment.** The selection of Customers eligible to obtain Competitive Energy Supply shall occur in accordance with the Direct Access Procedures set forth in the Enrollment Procedures Applicable to Electric Distribution Companies and Electric Generation Suppliers During the Phased-In Implementation of Direct Access (Pa PUC Docket No. M-00960890F.0014 and M-00960890F.0015).

**5.1.1 Provision of Customer Lists.** Concurrent with the Company notifying Customers of their eligibility to select an EGS, the Company shall provide to all EGSs a complete list of eligible enrolled Customer information in electronic format. This list(s) shall include and designate Pilot Customers. This list shall be provided electronically and be made available on the same date Customers are notified that they have been enrolled. This list shall include all of the information outlined in Rule 5.1.2 (a), below for Customers that consent to the release of Customer information, and only the information identified in Rule 5.1.2(b), below, for Customers that do not so consent. The Company will accept Customer authorization to release Customer information periodically in accordance with applicable Commission approved standards.

### 5.1.2 Data Exchange.

(a) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1.1, above, shall contain the following information about Customers that have consented to the release of Customer information:

- (i) Company Account Number
- (ii) Billing Route
- (iii) Customer Name
- (iv) Service Address
- (v) Service City
- (vi) Service State Zip
- (vii) Mailing Address
- (viii) Mailing City
- (ix) Mailing State Zip
- (x) Contact Name (applicable to industrial and large commercial Customers only)
- (xi) Contact Address (applicable to industrial and large commercial Customers only)
- (xii) Contact City, State, Zip (applicable to industrial and large commercial Customers only)
- (xiii) Unlisted Phone Number Code
- (xiv) Telephone Number
- (xv) Rate Class
- (xvi) Rate Class Load Profile and Class Strata (if any)

- (xvii) Registered Peak Demand
- (xviii) Load Factor
- (xix) Annual kWh
- (xx) Meter Use Code
- (xxi) Delivery Date
- (xxii) Load Bus

(b) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1.1, above, shall contain the following information about Customers that have not consented to the release of Customer information:

- (i) Name, address, Company Account Number,
- (ii) Rate Class

**5.1.3 Manner of Customer Consent.** An EGS that enrolls a Customer in accordance with Rules 5.1 of this Tariff must ask the Customer whether the Customer consents to the disclosure to all EGSs by the Company of Customer-specific information. The EGS must retain a record indicating whether the Customer consented to such disclosure. If the record is not itself a hard copy document, but rather an electronic or computer record, the EGS must be able to print or otherwise reproduce the record in hard copy.

## **5.2 Initial EGS Selection for 1998.**

This Rule 5.2 delineates the process of Customer selection of an EGS for the first time during the initial enrollment period. The process for a Customer's selection of an EGS for the first time thereafter is governed by Rule 5.3.

### **5.2.1**

(a) An EGS must notify its Customers that by signing up for Competitive Energy Supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer, as listed in Rule 4.14(a). At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number, data about meter readings, rate class and electric usage, the Customer's address(es) and telephone number, and whether or not the Customer is on a budget billing plan or payment arrangement or as otherwise approved by the PUC Bureau of Consumer Services.

(b) If an enrolled Customer or person authorized to act on the enrolled Customer's behalf contacts the Company via telephone to select an EGS, the Company will direct the Customer to contact that EGS and will provide the telephone number of the EGS to the Customer, if required.

(c) The EGS will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of EGS. The

authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.2.1(a). It is the EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

(d) The EGS shall provide an electronic file to the Company. The required electronic file shall include, at a minimum, EGS ID, Company Account Number, Action (ADD), Billing Option, Transaction Date and Transaction Time. Upon receipt of the electronic file from the EGS, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the electronic file, through November 1, 1998 and one business day thereafter, the Company will validate the records contained in the file, and will provide an electronic validation, including the number of records received and the reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such validation also shall include information an EGS can use to identify rejected records. If a Customer selects more than one EGS, the EGS that submitted the EGS selection record with the latest valid EGS contract date to the Company before the end of the EGS selection period will be eligible to become the EGS of record on the Customer's regularly scheduled Meter Read Date in January, 1999.

(e) The Company will send, within ten (10) business days until November 1, 1998 and one business day thereafter, a confirmation letter to all Customers who have made an initial EGS selection. Included in this letter shall be notification of a 10-day waiting period in which the Customer may cancel its selection of an EGS. The confirmation letter shall include the Customer's Name, Address, Company Account Number, selected EGS, selected Billing Option (1-bill, 2-bills), Service Effective Date and Initial Billing Date. The waiting period shall begin on the day the letter is mailed to the Customer. If the 10-day waiting period expires, and the Customer has not contacted the Company to dispute the EGS selection, the EGS will become the EGS of record for delivery in January, 1999. If the Customer elects to rescind its EGS selection, the Company will notify the rejected EGS, electronically. In the event the Customer rescinds its EGS selection after the 10-day waiting period, the Customer will be advised that the rescinding period has expired and a switch must be requested via the normal EGS selection process.

**5.2.2** If an enrolled Customer contacts the Company by mail to inform the Company that it wishes to obtain Competitive Energy Supply from a particular EGS, the Company will inform the Customer that they need to contact the EGS to select the EGS as supplier consistent with the Commissions Standards or Enrollment. The EGS will verify its desire to serve the Customer and follow the process outlined in Rule 5.2.1, before the end of the initial EGS selection period.

### **5.3 Switching Among EGSs (or between an EGS and the Company as the Provider-of-Last Resort), and Initial Selection of an EGS Beginning in January, 1999.**

As of January 1999, initial EGS selection switching by Customers shall occur in accordance with the Direct Access Procedures contained in this Tariff.

**5.3.1** An EGS must notify its Customers that by signing up for Competitive Energy Supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer, as listed in Rule 4.14(b). At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number, data about meter readings, rate class and electric usage, the Customer's address(es) and telephone number, and whether or not the Customer is on a budget billing plan or payment arrangement or as otherwise approved by the PUC Bureau of Consumer Services.

### **5.3.2**

(a) If a Customer contacts a new EGS to request a change of EGS and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.3.1. It is the EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

(b) The Customer's new EGS also shall submit the Customer's information using a file format designated by the Company that complies with Commission requirements, if any, electronically. The required electronic files shall include, at a minimum, EGS ID, Company Account Number, Action (ADD), Billing Option, Transaction Date and Transaction Time. Upon receipt of the electronic file from the EGS, the Company will automatically confirm receipt of the file. Within one (1) business days of receipt of the electronic file, the Company will respond electronically and validate records contained in the file, including the number of records received and the reason for any rejections. Such validation shall include appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number). Such validation shall also include information an EGS can use to identify rejected records.

(c) The Company will send the Customer a confirmation letter within one business day notifying the Customer of the right to rescind within ten (10) days. If the Customer does not contact the Company within ten (10) 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 EGS will become the EGS of record for delivery provided that: (1) the Company has received at least sixteen (16) days prior notice from the EGS and all Customer information provided to the Company is accurate and complete; (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to dispute the EGS selection. In such circumstances, the Company will make available to the new EGS an electronic file, containing information for the new Customers of record for that particular EGS, in accordance with Rule 4.14(b).

If, during the 10-day waiting period, the Customer elects to rescind its new EGS selection, the Company will notify the rejected EGS of the rescission electronically. In the event the Customer rescinds their EGS selection after the 10-day waiting period, the Customer will be advised that the rescinding period has expired and a switch must be requested via the normal EGS selection process.

(d) Once the preceding process is complete, the Company will notify the Customer's prior EGS, of the discontinuance of service to the Customer from that prior EGS.

**5.3.3** If a Customer contacts the Company to request a change of EGS, the Company will inform the Customer that the EGS must be contacted to process a supplier switch consistent with the Commissions Standards of enrollment and switching.

**5.3.4** If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply, the Company will only provide such information if the EGS provides to the Company a copy of written documentation indicating that the Customer has authorized the release of Customer information to the EGS or if the Customer has agreed to release the information during the enrollment process.

**5.3.5** If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default PLR Service, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within ten (10) days of the date on the confirmation letter, then the Company will complete the request. The request will be effective as of the next scheduled Meter Read Date and the Company as the Provider-of-Last Resort will become the supplier of record for delivery provided that: (1) the Company has received at least sixteen (16) days prior notice from the Customer; and (2) the 10-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default PLR Service. The Company will notify the Customer's prior EGS of the discontinuance of service to the Customer from that prior EGS. Nothing contained herein will result in discontinuance of service to the Customer in the event of a default by an EGS.

### **5.3.6**

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, of the Customer's discontinuance of service for the account at the Customer's old location. The Company will also send an electronic transaction to the Customer's selected EGS for its new location, which may or may not be the current EGS. If the selected EGS is not the same EGS that served the Customer at the old location, the Company will inform the Customer that the EGS must be contacted to establish service consistent with the Commissions Standards for switching.

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via electronic file, of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the EGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

**5.3.7** If the Company elects to change the account number for a Customer receiving generation service from an EGS, the Company will notify the EGS of the change in account number at the same Customer location, via electronic file.

#### **5.4 Provisions relating to an EGS's Customers.**

**5.4.1 Arrangements with EGS Customers.** EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.4.2 Transfer of Cost Obligations Between EGSs and Customers.** Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS.

**5.4.3 Customer Obligations.** Customers of an EGS remain bound by the rules and requirements of the applicable EDC Rate Tariff under which they receive service from the Company with respect to service received from the Company under the applicable EDC Rate Tariff.

### **6. LOAD VALUES**

**6.1 Customer Load Forecasting.** The Company will not provide load forecasting services. The EGS is responsible for forecasting its Customer load, and for scheduling energy to serve its Customers with PJM.

#### **6.2 Determination of Load Methodology.**

**6.2.1** The Company will provide historical Customer usage data for hourly metered Customers in accordance with "Enrollment Procedures Applicable To Electric Distribution Companies And Electric Generation Suppliers During The Phased-In Implementation of Direct Access", Docket No. M-00960890F. This data will be provided to an EGS via EDEWG developed standards.

**6.2.2** The Company will provide historical Customer usage data for non-hourly metered Customers in accordance with "Enrollment Procedures Applicable To Electric Distribution Companies And Electric Generation Suppliers During The Phased-In Implementation of Direct Access", Docket No. M-00960890F. This data will be provided to an EGS via EDEWG developed standards.

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**6.2.3** The Company will provide to the EGS, hourly load profiles including transmission and distribution losses for the various rate classes of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of the Tariff on a prospective basis. The Company will make 12 months of class load curves from existing load research available to EGSs via its website by October 21, 1998, or as directed by the Commission.

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**6.2.5 Net Load Values.** The net load value for an EGS shall be equal to the aggregate load value for all of the monthly metered and hourly metered Customers of that EGS. Net load values will be submitted to PJM and the EGS by 12:00 noon each business day, and by 4:00 p.m. on business days following weekends or holidays. These are the values PJM will use for initial interchange accounting for the EGS.

**6.2.6 Rounding to Whole Megawatts.** For as long as the PJM OI or its successor requires the scheduling and delivery of power only in whole MW, the Company will round the aggregate EGS load value for each hour to a whole MW value for PJM's interchange accounting purposes according to the following rules:

For each hour of each day, fractions of a MWh will be carried over and added to the next hour, with hour ending 24 being rounded to the nearest MWh (but not less than one MWh).

**6.2.8 Updates to Typical Load Profile Data.** The Company shall review annually its methodology and algorithms, and shall perform additional load studies to update the load curve data as required.

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**6.2.9 Right to Aggregate.** EGSs may aggregate their Customers' loads. Such right to aggregate shall not mean that if a Customer of an EGS has multiple Metropolitan Edison Company / Pennsylvania Electric Company accounts, the Customer's Metropolitan Edison Company / Pennsylvania Electric Company charges may be billed conjunctively. Such right also shall not

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mean that the Metropolitan Edison Company / Pennsylvania Electric Company charges of an EGS's aggregated Customers may be billed conjunctively.

### **6.3 Customer Loads.**

**6.3.1 Partial Purchase From Company Prohibited.** A Customer at a single metered location purchasing Competitive Energy Supply from an EGS may not simultaneously purchase energy and capacity from the Company.

**6.3.2 Purchase of Energy and Capacity from More Than One EGS.** Customers may choose to be supplied with energy and/or capacity from more than one EGS. Customers or their EGSs will be responsible to the Company for any additional costs the Company incurs that result from a Customer purchasing energy and/or capacity from more than one EGS. Where one or more of the EGSs serving the Customer fails to fulfill its obligation to supply energy and capacity, the Customer may receive service from the Company. However, in order for the Customer to continue to receive service from the Customer's other EGS(s), the Customer must arrange for a replacement for the non-supplying EGSs by the end of the second full monthly billing cycle after the Customer receives notice of the EGS's failure to supply. If, by that time, the Customer has not replaced the non-supplying EGS(s), the Customer must either discontinue receiving service from the Company or receive service from the Company for its entire load.

**6.3.2.1 Nature of Split Load Service.** Upon successful implementation of its **Customer Cares Services System ("CCS System")**, Customers may choose to be supplied with energy and/or capacity from more than one EGS starting with the first full billing cycle in the Year 2000. If a Customer receives electric supply from more than one EGS, the Company is not obligated to supply consolidated EDC billing.

**6.4 Real-Time Load Following.** To the extent an EGS has installed and pays for the necessary metering and telecommunications equipment for actual load following, an EGS may follow such Customers' load. To the extent that an EGS's total supply is for such Customers, an EGS shall be obligated to follow such Customers' loads on a real-time basis.

For real-time load following, including interruptible Customers claimed with PJM as Active Load Management, an EGS will have special obligations with respect to both the Company and PJM that must be dealt with on a Customer-by-Customer basis to ensure operational integrity. An EGS and the Company shall work cooperatively to address the technical and operational issues posed by real-time load following as the need arises. The loads of Customers using real-time load following will not be incorporated into an EGS's hourly load determination except as required for PJM operation and transmission purposes.

To the extent an EGS's commencement of real-time load following requires modifications of the Company's computer, telemetering, telecommunication, and other systems to enable such activity, the EGS making such request shall be responsible for paying the Company's

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incremental costs associated with such modifications. The Company shall bill the EGS for any such costs in accordance with Rule 11 of this Tariff.

**6.5 Provision of Load Profile Data.** The Company agrees that it will make Company personnel available to EGSs to explain and discuss the Company's load determination procedure including the necessary data; however, that nothing in this Tariff will obligate the Company to disclose the Customer specific metering data used to develop these data points. Further, the Company agrees to offer training sessions on the Company's retail access processes and procedures, during 1998 to help EGSs prepare for retail choice in 1999. These training sessions are to be group sessions for all suppliers - not individual supplier sessions.

**6.6 Line Losses.** For purposes of EGS load calculations in Sections 6 and 7 of this Supplier Coordination Tariff, the combined transmission and distribution line losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at these voltage levels by the applicable line loss factor. The applicable line loss factors are:

**LOSS FACTORS**

<u>ENERGY</u>	<u>MET-ED</u>	<u>PENELEC</u>
Rate Schedules LP & TP	1.0210	1.0407
GP	1.0374	1.0606
All other rate schedules	1.0718	1.0945

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will revise these line loss factors if the PJM imposes or changes any separate charges on its transmission Customers for the level of line losses that is included in these factors. Any such revision will be filed with the FERC and the Commission, provided to EGSs via Internet electronic mail and posting on the Company's website, and become effective thirty (30) days after filing unless otherwise ordered by the Commission or the FERC. The Company will file any such revision and propose that it becomes effective concurrently with any change in or imposition of separate PJM line loss charges. The Company will make a good faith effort to advise EGSs of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

**7. RECONCILIATION SERVICE**

**7.1 General Description.** Reconciliation service accounts for mismatches between an EGS's load schedule (with PJM approved load schedule changes) for serving its Customers

and the energy that was actually used by those Customers. This service differs from Energy Imbalance Service - a related service performed exclusively by the PJM OI under the PJM Tariff - because the latter accounts for differences between an EGS's scheduled energy obligation and the quantity of energy actually delivered by the EGS. Because at the absence of universal real-time metering, the calculation of reconciliation quantities typically must occur after the monthly reading of Customers' meters.

**7.2 Billing.** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit EGSs and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Effective April 1, 1998, with the implementation of Locational Marginal Pricing within PJM, the oversupplies and undersupplies will be calculated at the LMP as warranted. The LMP will be the load weighted average zonal LMP until such time as PJM utilizes EGS hourly bus distributions submitted by EDCs in the determination of EGS aggregate LMPs, and the Company has provided to each EGS the initial bus distribution for its Customers.

**7.3 The Company's Role.** The Company will assist PJM in accounting for reconciliation quantities by (1) collecting all Customer usage data; (2) determining hourly load including losses for each EGS or Scheduling Coordinator; (3) submitting the hourly loads to the PJM OI. The Company also shall provide all algorithms and hourly metered Customer data used to determine hourly EGS loads.

**7.4 Meter Data Collection.** Meter data supplied to or collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an EGS's Customers for a particular reconciliation period. The meter data shall be available for use following 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".

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**7.4.1 Monthly Metered Customers.** Data from monthly metered Customers is collected in subsets corresponding to Customer 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 for Customers to the equivalent hourly usage. Rate class load profiles adjusted for usage factor and losses will be applied to metered usage to derive an estimate for the hour-by-hour usage.

**7.4.2 Hourly Metered Customers.** Data from hourly metered Customers, including non-telemetered hourly metered Customers, will also be collected by or provided to the Company monthly on a billing route basis.

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**7.5 Daily Reconciliation.** Each business day the Company will determine hourly EGS loads in accordance with 6.2.3 through 6.2.8.

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**7.6 Monthly Reconciliation.** By the third business day after a calendar month becomes fully metered, the Company will compute and make available the adjustments to net hourly loads for the entire month to the Company Website for all EGS customer load. The adjustment to hourly loads is the difference between the net hourly loads reported daily under 6.2.5 and the net hourly loads re-calculated after the calendar month becomes fully metered..

By the third business day after a calendar month becomes fully metered, the Company will also transfer the monthly reconciliation quantity to PJM. The Company and the EGS will rely on PJM to calculate the EGS reconciliation dollar amounts for each hour. The Company and the EGS will rely on PJM to include EGS reconciliation dollar amounts in the monthly PJM bills to each EGS or Scheduling Coordinator.

## 8. UTILIZATION OF SCHEDULING COORDINATORS

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

**8.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, an EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, fully executed by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.

**8.3 Change in or Termination of Scheduling Coordinator.** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective 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 business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.

**8.4 Load Scheduling through a Scheduling Coordinator.** Coordinated Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Suppliers.

**8.5 Primary Obligations of A Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every EGS remains primarily responsible for fully satisfying the requirements of this Tariff.

## 9. METERING DATA

**9.1 Generally.** All metering activities will be in accordance with the Competitive Metering Specifications attached as a rider to this Tariff.

**9.2 “Grandfathered” Advanced Meters, Meter-Related Devices or Networks.** The Rider titled “Grandfathered” Advanced Meters, Meter-Related Devices or Networks contains a list of the Company’s grandfathered advanced meters, meter-related devices or networks as contained in the Pennsylvania Public Utility Commission’s Advanced Meter Catalog. Reference Pa. P.U.C. Docket No. M-00991233.

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**9.3 Competitive Metering and Billing Details and Specifications.** In addition to the terms and conditions contained in this Tariff, the terms of the following documents, including appendices and exhibits, setting forth the details and specifications of competitive metering and billing service, shall apply to the provision of competitive metering and billing services:

1. Appendix C;
2. Competitive Metering Specifications;
3. Competitive Billing Specifications;
4. Advanced Meter Services Provider Qualifications Document, and
5. Competitive Metering Data Requirements.
6. Meter Data Management
7. Advanced Metering Data Transfer Schedules

The above documents are available on the Company’s Internet Web Page. See Rule 1.1 of this Tariff.

Changes and revisions to any of these documents may be made at any time upon consent of Metropolitan Edison Company / Pennsylvania Electric Company and all Advanced Meter Service Providers then licensed to provide and providing advanced meters and / pr advanced meter services within the Metropolitan Edison Company / Pennsylvania Electric Company service territory at the time said revisions are agreed upon, and will be effective upon issue.

## 10. CONFIDENTIALITY OF INFORMATION

**10.1 Generally.** All Company information available to an EGS in connection with the provision of coordination services, including, but not limited to, rate class load profile data, and information regarding the Company, computer and communications systems shall not be disclosed to third parties without appropriate authorization and/or consent.

**10.2 Customer Information.** The EGS shall keep all Customer-specific information supplied by the Company confidential unless the EGS has the Customer’s authorization to do otherwise.

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## 11. PAYMENT AND BILLING

**11.1 Customer Billing by the Company or EGS.** All Customer billing by either the Company or EGS shall be done in accordance with the Competitive Billing Specifications attached as a Rider to this Tariff.

**11.2 EGS Payment of Obligations to the Company.** An EGS shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

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

**11.2.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period for six (6) months from the date of such original monthly billing.

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

**11.2.4 Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance.

**11.2.5 EGS Default.** In the event the EGS fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the EGS to cure such failure, a Default by the EGS shall be deemed to exist. In the event of a billing dispute between the Company and the EGS, the Company will continue to provide service pursuant to the Individual Coordination Agreement and the Tariff as long as the EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth below in Rule 17.

**11.3 Billing for Supplier Obligations to Other Parties.** The Company will assume no responsibility for billing between an EGS and PJM, an EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

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

**11.5 Amount of Deposits.** The deposit shall be equal to the value of Coordination Services Charges the Company projects the EGS will incur during the next two billing periods based on that EGS's forecasted load obligation.

**11.6 Return of Deposits.** Deposits secured from an EGS shall either be applied with interest to the EGS's account or returned to the EGS with interest when the EGS becomes creditworthy. In cases of discontinuance or termination of service, deposits will be returned with accrued interest upon payment of all service charges and guarantees or with deduction of unpaid accounts.

**11.7 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).

**11.8 Credit Information.** In addition to information required otherwise hereunder, an EGS shall be required to provide to the Company such credit information as the Company requires.

The Company will report to a national credit bureau the EGS's credit history with the Company.

## 12. WITHDRAWAL BY EGS FROM RETAIL SERVICE

**12.1 Notice of Withdrawal to the Company.** An EGS shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the EGS from retail service in a manner consistent with the PaPUC's rulings in Docket No. M-00960890F.0013, and any subsequent applicable PaPUC rulings.

**12.2 Notice to Customers.** An EGS shall provide notice to its Customers of withdrawal by the EGS from retail service in accordance with the PaPUC's rulings in Docket No. M-00960890F.0013 and any subsequent applicable PaPUC rulings.

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

- (a) mailings by the Company to the EGS's Customers to inform them of the withdrawal and their options;
- (b) non-standard/manual bill calculation and production performed by the Company;
- (c) EGS data transfer responsibilities that must be performed by the Company; and
- (d) charges or penalties imposed on the Company by PJM or other third parties resulting from EGS non-performance.

## 13. EGS'S DISCONTINUANCE OF CUSTOMERS

**13.1 Notice of Discontinuance to the Company.** An 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 PaPUC rules, which apply to all Customer classes.

**13.2 Notice to Customers.** An EGS shall provide a minimum of thirty (30) days advance notice to Residential Customers prior to canceling generation supply service except as set forth below. An EGS may cancel generation supply service to a Residential Customer for theft of service, fraud or failure to pay overdue charges consistent with applicable Pa PUC orders and regulations. With respect to all other classes of Customers, it will be the EGS's responsibility to provide notice to a Customer of its intention to discontinue service in accordance with the EGS's contractual obligations with the Customer.

**13.3 Effective Date of Discontinuance.** Any discontinuance will be effective on a Meter Read Date and in accordance with the EGS switching rules in this Tariff and the EDC Tariff.

## 14. LIABILITY

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

**14.2 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.

**14.3 Additional Limitations On Liability In Connection With Direct Access.** Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to an EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between an EGS and a Customer of the EGS.

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

**14.4 Company's Indemnification of EGS.** Subject to Rule 14.2, 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 EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.

## 15. BREACH OF COORDINATION OBLIGATIONS

**15.1 Breach of Obligations.** The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Individual Coordination Agreement and this Tariff upon its failure to observe any material term or condition of this Tariff, including any Rule and Regulation, Charge or Rider thereof.

**15.2 Events of Breach.** A material breach of Coordination Obligations hereunder, as described in Rule 15.1, shall include, but is not limited to, the following:

- (a) a breach of any Rule or Regulation of the Tariff;
- (b) an EGS's failure to maintain license or certification as an Electric Generation Supplier or electricity supplier from the PaPUC;
- (c) an EGS's failure to make payment of any undisputed Coordination Services Charges in the time prescribed;
- (d) the involuntary bankruptcy/insolvency of the EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of the EGS, or a decree by such a court adjudging the EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the EGS; or
- (e) an EGS's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, an EGS admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

**15.3 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 ("Default") of its obligations under this Tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within such period and, thereafter, diligently pursues such action to completion.

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

## **16. TERMINATION OF INDIVIDUAL COORDINATION AGREEMENT**

**16.1 Termination.** An Individual Coordination Agreement will or may be terminated as follows:

(a) **Withdrawal of the EGS from Retail Service.** In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's Service Territory, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active Customers.

(b) **The Company's Termination Rights Upon Default by EGS.** In the event of a Default by the EGS, the Company may terminate the Individual Coordination Agreement between the EGS and the Company by providing written notice to the EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.

**16.2 Effect of Termination.** Termination of Individual Coordination Agreements will have the same effect on an EGS's Customers as the EGS's discontinuance of supply to such Customers described in the EDC Tariff: If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Default PLR Service (as defined in the EDC Tariff) pending its selection of another EGS.

**16.3 Survival of Obligations.** Termination of an Individual Coordination Agreement for any reason shall not relieve the Company or an EGS of any obligation accrued or accruing prior to such termination.

## 17. ALTERNATIVE DISPUTE RESOLUTION

**17.1 Informal Resolution of Disputes.** The Company and EGS shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff and/or the conduct of Coordination Activities hereunder. The EGS's point of contact for all information, operations, questions, and problems regarding Coordination Activities shall be the Company's Alternative Supplier Coordination Section and the web-site.

**17.2 Internal Dispute Resolution Procedures.** Any dispute between the Company and an EGS under this Tariff or Individual Coordination Agreement shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with Section 8 of the Interim Code of Conduct in the EDC Tariff or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

**17.3 External Arbitration Procedures.** If the amount in dispute is \$500,000 or less, the arbitration initiated under the 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 (3)-member arbitration panel. The two (2) 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.

**17.4 Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefor. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and any Individual Coordination Agreement and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S.A. § 7341. The final decision of the arbitrator must also be filed with FERC and PaPUC, if it affects their respective jurisdictional rates, terms and conditions of service or facilities.

**17.5 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.

**17.6 Rights Under The Federal Power Act.** Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the Federal Power Act.

**17.7 Rights Under The Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any party to file a complaint with the PaPUC under relevant provisions of the Pennsylvania Public Utility Code.

## 18. MISCELLANEOUS

**18.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Individual Coordination Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or

overnight delivery service, notice shall be deemed given on the day of delivery. The Company and an EGS may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

**18.2 No Prejudice of Rights.** The failure by either the Company or the EGS to enforce any of the terms of this Tariff or any Individual Coordination Agreement shall not be deemed a waiver of the right of either to do so.

**18.3 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.

#### **18.4 Assignment.**

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

**18.4.2** Any assignment occurring in accordance with Rule 18.4.1 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.

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

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

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

## CHARGES

### **TECHNICAL SUPPORT AND ASSISTANCE CHARGE**

#### APPLICABILITY

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

(C)

The Company will provide basic instruction on the FirstEnergy Supplier Services web page and VAN; assistance in normal business interactions, and standard processing of EGS data files. The Company will use reasonable efforts to provide timely assistance. In addition, the Company will post a FAQ (Frequently Asked Questions) page on its web page, and update it on a regular basis.

(C)

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

#### CHARGES

First 10 hours per month per EGS that has executed an individual Coordination Agreement:	No charge
Additional hours beyond first 10 hours per month per EGS:	\$79 per hour

(C) Change

## **LOAD DATA SUPPLY CHARGE**

### AVAILABILITY/APPLICABILITY

The Company will fulfill, with Customer consent only, a request for Customer load information available on its electronic information system once per calendar year for no charge. The Company will provide additional or other information available from its electronic information system, with Customer consent only, but will do so only for a Charge, set forth below.

### TABLE OF CHARGES

An EGS must pay the charges stated below per request to which the Company responds in the following instances:

- All available historic load information other than electronically available historic hourly load information - \$106 per hour
- Any electronically available load data if requested in a calendar year in which the Company has already provided such data once for no charge. The Company's actual cost, using an hourly labor rate of \$53, and based on the time spent to fulfill the request to be determined at fifteen minute intervals.

### CONDITION

No Customer-specific information will be supplied to an EGS before the Company's receipt of a Customer's authorization to release such data to such EGS. Such authorization must comply with applicable Commission approved authorization standards.

## CHARGES

### ADVANCED METER CHARGES

#### PURPOSE, BILLING AND PAYMENT:

Listed in the table below are the Company's charges for the installation, initial testing and maintenance services for non-residential Advanced Meters and Advanced Metering. Except as set forth below, the appropriate charge will be billed by the Company to an Electric Generation Supplier requesting the applicable service after the service has been performed. The Electric Generation Supplier shall make payment to the Company for all services rendered within thirty (30) days after the date on the invoice. The Company may, in its discretion and in appropriate circumstances, request payment from an Electric Generation Supplier in advance of performing the requested service.

#### APPLICATION:

<b>DESCRIPTION OF SERVICE</b>	<b>MET-ED TERRITORY</b>	<b>PENELEC TERRITORY</b>
<b>Installation or Exchange of:</b>		
Self Contained Meter – Single and Polyphase	\$121.00	\$132.00
Transformer Rated Meter – Single and Polyphase	\$137.00	\$147.00
<b>Maintenance service:</b>		
Meter Test – In Field		
Kwh Test Only		
Self Contained – Single Phase	\$100.00	\$111.00
Self Contained - Polyphase	\$116.00	\$126.00
Transformer Rated – Single Phase	\$100.00	\$111.00
Transformer Rated - Polyphase	\$132.00	\$141.00
Kwh & Kw Test		
Self Contained – Single Phase	\$132.00	\$141.00
Self Contained - Polyphase	\$148.00	\$156.00
Transformer Rated – Single Phase	\$132.00	\$141.00
Transformer Rated - Polyphase	\$165.00	\$172.00
Reprogramming Meter	\$ 84.00	\$ 95.00
Smashed Meter	\$100.00	\$111.00
Stopped Meter	\$100.00	\$111.00
Pulses Not Working	\$116.00	\$126.00
Battery Replacement	\$ 68.00	\$ 80.00

The charges contained herein may be recomputed, amended and refiled with the Commission from time to time in the Company's sole discretion.

## RIDERS

### INDIVIDUAL COORDINATION AGREEMENT RIDER

(C)

- 1.0 This Individual Coordination Agreement (“Agreement”), dated as of \_\_\_\_\_ is entered into, by and between \_\_\_\_\_ (the “Company”) and \_\_\_\_\_ (“EGS”).
- 2.0 The Company agrees to supply, and the EGS agrees to have the Company supply, all “Coordination Services” specified in the Electric Generation Supplier Coordination Tariff (“EGS Coordination Tariff”). Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company’s service territory.
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) If an EGS will utilize Sections 6-8 of this Tariff, the EGS is a member of the PJM and is in compliance, and will continue to comply either directly or through the EGS’s Scheduling Coordinator, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and
- (ii) The EGS is licensed by the PaPUC to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other PaPUC requirements applicable to EGSs.
- (b) The Company and the EGS, individually referred to hereafter as the (C) Change

“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.

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

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.

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

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

To: \_\_\_\_\_

(C)

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

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

Internet E-Mail: \_\_\_\_\_

To the EGS:

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

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

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

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

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

Internet E-Mail: \_\_\_\_\_

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

(C) Change

**IN WITNESS WHEREOF**, and intending to be legally bound thereby,

\_\_\_\_\_ and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

\_\_\_\_\_

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_

By: \_\_\_\_\_  
Name Title Date

**SCHEDULING COORDINATOR DESIGNATION FORM**

(C)

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ Load Scheduling

\_\_\_\_\_ Installed Capacity Obligations

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

\_\_\_\_\_ Reconciliation Rights and Responsibilities

\_\_\_\_\_ Other: \_\_\_\_\_

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.

(C) Change

- 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 if requested to do so by the EGS.
- 5.0 The EGS agrees that the Company may bill the Scheduling Coordinator directly for all Coordination Services Charges attributable to the EGS and that the Scheduling Coordinator will pay the Company such charges on behalf of the EGS in accordance with the terms and conditions in the EGS Coordination Tariff.
- 6.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Coordination Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0 All inquiries, communications or notices relating to the EGS's use of the Scheduling Coordinator designated above may be directed to the following representatives:

To the EGS:

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

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet email: \_\_\_\_\_

To the Scheduling Coordinator:

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

Attn: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Internet email: \_\_\_\_\_

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

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

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

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

**Acknowledgment and Consent**

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

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

## COMPETITIVE METERING SPECIFICATIONS

## COMPETITIVE BILLING SPECIFICATIONS

