

GPU ENERGY APPENDIX C

C.1 Availability of Competitive Billing Services

All direct access customers will have the opportunity to choose from three billing service options as of January 1, 2000

- (1) Consolidated EDC Billing
 - (a) Rate Ready Method, and
 - (b) Bill Ready Method.
- (2) Consolidated EGS Billing, or
- (3) Separate EDC/EGS Billing.

From January 1, 1999 to January 1, 2000, GPU Energy shall offer options (1)(a) and (3).

In the absence of a customer's election of one of the three billing service options described above, option (1) Consolidated EDC Billing will be provided. An EGS shall notify the EDC of the customer's billing service option when notifying the EDC of the customer's switch.

The PUC shall establish an on-going Billing Implementation Committee (the "Committee") which shall be composed of EDC representatives, EGS' representatives, customers' representatives, and PUC staff to develop and maintain appropriate and reasonable performance specifications and other appropriate terms and conditions.

Performance specifications, tariffs, and other obligations outlined in this document (including, but not limited to, a detailed Implementation Plan which contains the necessary deliverables, a high level transaction flow, detailed design specifications, production quality test data for each rate class, and a testing plan, to fulfill this agreement) shall be developed and subject to PUC Order.

C.2 Billing Service Options

(A) *Consolidated EDC Billing*

(a) Description

The customer's EGS will send its charges via electronic transmittal via the Value Added Network ("VAN") or standard Internet Electronic Delivery Mechanism ("EDM") utilizing Electronic Data Interchange ("EDI") methodology as described by the EDEWG, to the EDC. The EDC will in turn render a consolidated bill, containing both the EDC and EGS charges, to the customer.

(b) Utility Obligations

- (1) The EDC will calculate EDC charges. The EDC will include EGS charges separately stated on the bill. The EDC is not responsible for computing or determining the accuracy of the EGS charges on the bill. The EDC will deliver the bill either by mail or electronic means to the customer. For residential customers the EDC will deliver the bill by mail, unless the customer chooses electronic billing and the EDC offers such service.
- (2) The EDC will prepare the bill and include both EDC and EGS charges, process customer payments, and handle all collection responsibilities. The EDC must include all EGS retail electric and related services charges, (including any revenue cycle services by the EGS) on the EDC bill.
- (3) The EDC will process customer payments according to applicable PUC regulations, and the performance specifications established herein. The EDC is required to pay amounts owed to the EGS for all undisputed EGS charges, regardless of whether the customer has paid the EDC. Payment is due in full from the EDC within 25 days for residential customers from the date the electronic EGS billing information is transmitted to the EDC. The EDC shall transfer amounts on a daily basis via ACH accompanied by a remittance advice in accordance with performance specifications.
- (4) Bills under this option will be rendered according to applicable PUC regulations, specifically applicable Ch.54 and 56 regulations.

(c) EGS Obligations

- (1) The EGS will submit the necessary billing information to facilitate billing services under this billing option in a timely fashion according to applicable performance specifications.
- (2) The EGS will provide the EDC with a summary of EGS charge(s) by electronic transmittal which enables the EDC to prepare the customer's bill in a timely manner. EGS charges which are not transmitted as required will not be included in the EDC consolidated bill.

(d) Timing Requirements

- (1) EGS and EDC charges shall be based on the EDC defined meter reading route schedule to avoid any confusion concerning these charges. The EDC shall allow an adjustment in the customer's meter reading route schedule, including switching the customer to an EGS specific meter reading route schedule, if the customer utilizes a remotely read meter. To the extent approved by the PUC, the EDC may charge a non-discriminatory, cost-based fee to make the adjustment.
- (2) EGS charges must be received by the EDC according to applicable performance specifications.
- (3) Meter read data is required by the EDC and the EGS according to applicable performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion.

(e) Service Charges

To the extent approved by the PUC, the EDC may charge the EGS for the following transactions related to this billing option:

- (1) Re-billing customers due to errors in EGS meter reads or EGS charges.
- (2) Re-read the customer's meter manually when the EGS fails to deliver a meter read in time for the calculation of EDC charges. The EDC will not charge for this service if the EDC is the responsible party.

(f) Complaint Processing and Customer Service

The EDC shall process all complaints and customer service in accordance with applicable PUC regulations and performance specifications.

(B) *Consolidated EGS Billing*

(a) Description

The EDC will send its charges via electronic transmittal via the VAN, or standard Internet EDM methodology, to the EGS. The EGS will in turn render a consolidated bill, containing both the EDC and EGS charges, to

the customer.

(b) Utility Obligations

- (1) The EDC will submit the necessary billing information to facilitate billing services under this billing option in a timely fashion according to applicable performance specifications.
- (2) The EDC will provide the EGS with a summary of EDC charge(s) by electronic transmittal which enables the EGS to prepare the customer's bill in a timely manner. EDC charges which are not transmitted as required will not be included in the consolidated bill.

(c) EGS Obligations

- (1) The EGS will calculate EGS charges. The EGS will include EDC charges separately stated on the bill. The EGS is not responsible for computing or determining the accuracy of the EDC charges on the bill. The EGS will deliver the bill either by mail or electronic means to the customer. For residential customers, the EGS will deliver the bill by mail, unless the customer chooses electronic billing and the EGS offers such service.
- (2) The EGS will prepare the bill and include both EGS and EDC charges, process customer payments, and handle its own all collection responsibilities. The EGS must include all regulated EDC services charges on the EGS bill.
- (3) The EGS will process customer payments according to applicable PUC regulations, and the performance specifications established herein. The EGS is required to pay amounts owed to the EDC for all undisputed EDC charges, regardless of whether the customer has paid the EGS. Payment is due in full from the EGS within 25 days for residential customers from the date the electronic EDC billing information is transmitted to the EGS. The EGS shall transfer amounts on a daily basis via ACH accompanied by a remittance advice in accordance with performance specifications.
- (4) Bills under this option will be rendered according to applicable PUC regulations, specifically applicable Ch. 54 and 56 regulations.

(d) Timing Requirements

- (1) EGS and EDC charges shall be based on the EDC defined meter reading route schedule to avoid any confusion concerning these charges. The EDC shall allow an adjustment in the customer's meter reading route schedule, including switching the customer to an EGS specific meter reading route schedule, if the customer utilizes a remotely read meter. To the extent approved by the PUC, the EDC may charge a non-discriminatory, cost-based fee to make the adjustment.
- (2) EDC charges must be received by the EGS according to applicable performance specifications.
- (3) Meter read data is required by the EDC and the EGS according to applicable performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion.

(e) EGS Credit Standards

If an EGS desires to provide Consolidated EGS Billing services, then the EGS must either: (1) have an investment grade rating for its own long-term debt; or (2) it must deposit with the PUC a letter of credit, security deposit or other credit mechanism sufficient to cover thirty (30) days of its expected collection of ITC charges.

(f) Complaint Processing and Customer Service

The EGS shall process all complaints and customer service in accordance with applicable PUC regulations and performance specifications.

(C) *Separate EDC/EGS Billing*

(a) Description

The EDC and the EGS will separately send their bills directly to the customer.

(b) Utility Obligations

- (1) The EDC will calculate EDC charges, prepare the EDC bill, and send the EDC bill to the customer by electronic or other means.

The billing method is the sole responsibility of the EDC and its customers, and is independent of the billing method selected by the EGS. For residential customers the EDC will deliver the bill by mail, unless the customer chooses electronic billing and the EDC offers such service.

- (2) The EDC has no obligations regarding accuracy of EGS charges or related payment disputes.
- (3) Accurate and timely meter read data must be shared between the EGS and EDC according to Advanced Metering applicable performance specifications. Meter read data is required by the EDC and the EGS according to applicable performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion.

(c) EGS Obligations

- (1) The EGS will calculate EGS charges, prepare the EGS bill, and send the EGS bill to the customer by electronic or other means. The billing method is the sole responsibility of the EGS and its customers, and is independent of the billing method selected by the EDC. For residential customers the EGS will deliver the bill by mail, unless the customer chooses electronic billing and the EGS offers such service.
- (2) The EGS has no obligations regarding accuracy of EDC charges or related payment disputes.
- (3) Accurate and timely meter read data must be shared between the EGS and the EDC according to Advanced Metering applicable performance specifications. Meter read data is required by the EDC and the EGS according to applicable performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion.

(d) Timing and Fees

- (1) Meter read data is required by the EDC and the EGS according to applicable performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion.

(2) If approved by the PUC, charges for re-reading and re-billing customers may be imposed by the EDC or the EGS on the other party for failure to provide accurate and timely meter read data.

(e) Complaint Processing and Customer Service

The EDC and EGS shall process all complaints and customer service in accordance with applicable PUC regulations and performance specifications.

C.3 Billing Information and Inserts

(a) Identification of EDC and EGS Charges

The EDC or the EGS bill, at a minimum, will identify EDC charges as specified by the PUC or applicable performance specifications. The EDC and EGS will provide bills according to applicable performance specifications. If the customer elects the consolidated EDC billing service, the EDC bill will identify, at a minimum, two sets of charges: one for EDC services and another for EGS charges. If the customer elects the consolidated EGS billing service, the EGS bill will identify, at a minimum, two sets of charges: one for EGS services and another for EDC charges.

(b) Required Legal and Safety Notices

All EDC customers will receive mandated legal and safety notices in the PUC approved format, and the EDC will be responsible for the creation of these notices. (i) If the customer has elected the consolidated EGS billing service, the EDC will make available these notices to the EGS for distribution to the EGS customer. The EDC will design, print and deliver mandated safety and legal notices to the EGS in standard size and in PUC approved format if the EGS renders bills by mail. If the EGS renders bills electronically, the EGS may request the EDC either to (1) provide the printed version, (2) electronically transmit these notices to the EGS for communication to electronically-billed customers at the EGS's option, or (3) request the EDC to provide a separate mailing of such notices at the cost of such service paid for by the EGS. The EGS will be required to inform their billing customers of any mandated legal and safety notices when billed by mail. For electronically-billed customers, the EGS may transmit such notices by mail or electronically at its option. (ii) If the customer has elected the consolidated EDC billing service, the EDC will design, print and insert legal and safety notices in consolidated EDC

billings. The EDC may also enclose EDC-related bill inserts in consolidated EDC billing as permitted by PUC regulations. The EDC will continue to mail mandated safety and legal notices in the billing envelope and may use the billing envelope as it does in current practice for providing information to all EDC customers. For the electronically-billed customers, mandated legal and safety notices may be communicated by electronic means, if feasible, or otherwise mailed separately. (iii) If the customer has elected the separate EDC/EGS billing service, the EGS has no obligation for EDC mandated safety and legal notices.

(c) EGS Rights under Consolidated EDC Billing

The EGS may include any information directly related to the calculation or understanding of EGS charges directly in the consolidated EDC bill, but may not include any text which is not specifically related to the charges or their explanation.

C.4. Payment and Collection Terms and Conditions

Necessary Terms and Conditions between EGS and EDC are to be established by the Committee through performance specifications and/or by the PUC through Order.

C.5. Service Terms and Conditions

To be established by the Committee through performance specifications, and/or by the PUC through Order.

Nothing in the performance specifications, however, shall be inconsistent with the following:

- (1) The EDC will not terminate Consolidated EDC Billing services for non-payment of EDC charges by customers and will use the same collections policies and procedures applicable to EDC customers;.
- (2) The EGS will not terminate Consolidated EGS billing services for non-payment of EGS charges by customers but may cancel the contract in accordance with the contract terms.
- (3) The customer retains the right to change the billing option at any time consistent with the terms and conditions developed by the Committee, but this change will not release the customer from the obligation to pay any unpaid balances;

- (4) Unless the EDC and the EGS mutually agree, unpaid customer balances will not be transferred to the new billing agent, but will continue as the prior billing agent sole responsibility. The EDC will follow applicable PUC rules for unpaid final bills, including disconnection of service; and
- (5) The service terms and conditions will set forth the circumstances under which consolidated EGS billing will be terminated and a customer will revert to EDC billing service. If the EDC does not receive payment for charges from the EGS within 25 days after the charges are communicated to the EGS, then the EDC may provide notice of breach to the EGS at any time thereafter, at the EDC's discretion. Upon receipt of notice of breach, the EGS shall have 20 days to cure; if the EGS has not cured within 20 days, the EDC may terminate consolidated EGS billing and take over billing functions for the customer. In no event shall these procedures result in a customer being sent two bills covering the same service.

C.6. Charges/Credits for Billing Services

- (a) The EDC may charge the customer for the provision of billing services only to the extent such charges are approved by the PUC.
- (b) The EDC will provide a credit to any EGS' customer selecting and using consolidated EGS billing service based on the amounts shown in Appendix B.

C.7. Alternative Dispute Resolution Process

An Alternative Dispute Resolution process, such as the Supplier Tariff ADR process, will be established in the performance specifications process. The PUC has final adjudication authorization of all disputes.

C.8. Availability of Advanced Meter Services

All direct access customers will have the opportunity to utilize Advanced Meters and Advanced Meter services from an EGS as of January 1, 1999.

C.9. Definitions and Terms for Advanced Meters and Advanced Meter Services

- (a) The PUC shall establish an on-going Meter Working which shall be composed of EDC representatives, EGS' representatives, customers' representatives, and PUC staff to develop and maintain appropriate and reasonable performance specifications and other appropriate terms and conditions. Such performance specifications and terms and conditions to fulfill this agreement shall be developed no later than December 1, 1998. Performance specifications shall be based upon and consistent with Meter Working Group standards.
- (b) Advanced Meter services are defined to include, but are not limited to, the provision and ownership of the meter and metering devices, installation of the meter, testing of the meter for manufacturer specifications, meter calibration, testing of the meter for proper installation and functionality, meter maintenance, Meter Data Management, and remote meter reading.
- (c) An Advanced Meter is defined as a meter (1) capable of storing electric consumption data at specified time intervals of no greater than one-half hour and in conformance with applicable performance specifications, and (2) capable of remote meter reading. Advanced Meters will be utilized for billing purposes for direct access services, including the calculation of the customer's Measured Demand (i.e., the Advanced Meter becomes the billing meter) or another meter approved by the Committee.
- (d) All Advanced Meters and Advanced Meter services must conform to applicable performance specifications.
- (e) While Advanced Meters are capable of remote reading, an EGS shall be permitted to physically enter the customer's premise to perform services necessary for installation, calibration, etc. after appropriate notice established in the Terms and Conditions. An owner of an Advanced Meter shall not be precluded from physically reading an Advanced Meter when such reading is incidental to installation, maintenance, calibration or removal.
- (f) Advanced Meter services may be provided by either the EDC or an EGS.
- (g) The EDC and an EGS shall process all complaints and perform customer service in accordance with applicable PUC regulations and performance specifications.
- (h) A party is either the EDC, EGS or MSP.

C.10. Certification Process

- (a) An EGS may request that the PUC allow that EGS to provide Advanced Meters and Advanced Meter services in the licensing process.
- (b) The PUC may terminate an EGS's eligibility to supply Advanced Meters and/or Advanced Meter Services if the EGS fails to comply with the performance specifications. The EGS or the affected customer may seek an Order from the PUC restoring the EGS's eligibility.
- (c) The PUC may impose reasonable restrictions upon an EGS which has consistently failed to comply with applicable performance standards.
- (d) Performance standards shall include standards for providers of Advanced Metering services.

C.11. Testing/Calibrating of Advanced Meters

- (a) Any party may test its own Advanced Meters for conformance to Advanced Meter performance specifications. Any party may, at its own expense and upon reasonable notice, test Advanced Meters of another party for compliance with applicable performance specifications.
- (b) Qualified Advanced Meters which are sealed by the manufacturer and have received approval from the Committee will be deemed in compliance with applicable performance specifications and will require no additional testing by the EDC or EGS prior to installation, provided the manufacturer or the EGS has provided the appropriate documentation (manufacturer certified test results) to the EDC which verifies that the meter is in compliance with applicable performance specifications.
- (c) Records on testing an Advanced Meter shall be provided to the requesting party within five (5) working days of a request.

C.12. Advanced Meter Installation

- (a) When either the EDC or EGS installs an Advanced Meter, the meter installer must be authorized by the PUC to perform meter installation. Within five (5) working days of the meter installation, the installing party will provide the results of the initial meter calibration test, the ending read for the meter that was removed (if applicable), the start read of the new meter, and information on meter identification, voltage, meter constants and other parameters as provided for by applicable performance specifications for purposes of identification and billing.

- (b) When the EDC has reason to believe an EGS installation does not satisfy applicable performance specifications, the EDC retains the right to perform on-site inspections subsequent to initial meter installations. The EGS shall be charged the costs of these subsequent inspections only to the extent approved by the PUC and only if the inspections uncover any material noncompliance with applicable performance specifications. However, nothing in this subsection shall prevent or delay a customer from receiving competitive electricity supply.
- (c) The customer may elect to have the EGS or EDC remove an existing EDC or EGS meter at the customer's premises. Coordination of meter removal and the installation of the new Advanced Meter is the responsibility of the party removing the meter. At no time shall a customer's service remain unmetered as part of the meter change out process. A customer shall not be without service due to a change out process for an unreasonable period of time. Meter removals by a party that is not the owner of the meter must be preceded by a five (5) day advanced notice to the party owning the meter. Notice provisions shall be established in the performance specifications.
- (d) Any party removing a meter must return the meter to the meter owner within fifteen (15) working days.

C.13. Calibration

- (a) The EDC and EGS will ensure that Advanced Meters which they have provided and which are used for billing purposes for their respective customers are calibrated as provided for in applicable performance specifications.
- (b) Records of calibrations will be provided to the requesting party within five (5) working days of the request.

C.14. Testing of Meter Functions

- (a) The EDC and EGS will ensure that all meters and associated communications equipment used for billing purposes for their respective customers are functioning in conformance with applicable performance specifications.
- (b) Records of meter calibration tests will be provided to the requesting party within five (5) working days of the request.

C.15. Regular Meter Maintenance And Testing

- (a) The EDC and EGS, for all meters used for billing purposes for their respective customers, are responsible for the routine maintenance of the meter, including but not limited to, testing, including potential and current transformer testing, and record keeping, in accordance with applicable performance specifications.

C.16. Meter Reading

- (a) Advanced Meter reading will be performed by the owner of the meter. If the EGS reads the Advanced Meter, the EGS will transmit necessary operational data after validation in a format consistent with performance specifications in a timely manner.
- (b) Accurate and timely meter read data must be transferred between the EGS and the EDC according to the performance specifications. The party performing meter reading services shall transmit necessary data to the EDC or the EGS in a timely fashion. The format and contents of the data transfer shall be consistent with the Electronic Data Exchange Working Group (“EDEWG”).
- (c) Meter reading schedules shall be based on the EDC defined meter reading route schedule to avoid any confusion. The EDC shall allow an adjustment in the customer’s meter reading route schedule, including switching the customer to an EGS specific meter reading route schedule, if the customer utilizes a remotely read meter. To the extent approved by the PUC, the EDC may charge a non-discriminatory, cost-based fee to make the adjustment.

C.17. Failure to Comply With Requirements For Advanced Meter Services

- (a) Failure is defined as the circumstance wherein testing, conducted by either party reveals non-conformance with any applicable performance specifications governing Advanced Meters or Advanced Metering services.
- (b) Upon the occurrence of an undisputed failure, the party responsible for the non-complying Advanced Meter service must make corrections within five (5) working days.
- (c) Failure to make corrections within five (5) working days will result in the

following sequential series of actions and penalties:

- (1) Whichever party is not the party responsible for the non-conformance may cure the defect at the other party's expense.
- (2) Upon a demonstrated pattern of non-conformance as defined below and failure to timely cure, the party not responsible for the non-conformance may give written notice of such non-conformance to the other party and the customer and the PUC, and, after five (5) days, provide all Advanced Meters and Advanced Meter services required by the customer, unless the customer has remedied the non-conformance through its own actions.
- (3) Demonstrated pattern of non-conformance by an EGS is defined as:
 - (i) For an EGS providing Advanced Metering services, more than two percent (2%) of the service accounts served by an EGS are found to be non-conforming.
- (d) Adjustments of Bills Due to Metering Errors, including non-conforming Advanced Meters and Advanced Meter service:
 - (1) If the EDC is providing billing for the service account at issue, to the extent the EDC bill is affected by the non-conformance, the EDC may adjust its charges under PUC approved rules.
 - (2) If the EGS is providing billing for the service account at issue, to the extent the EGS bill is affected by the non-conformance, the EGS may adjust its charges under PUC approved rules.
 - (3) Should any Advanced Meter become defective or fail to register correctly, the use of electricity shall be determined by a test of the Advanced Meter, or by the registration of an Advanced Meter set in its place during the period next following, or by averaging the amount registered for the preceding billing period and the amount registered during not less than one week immediately subsequent to the repairs to, or change of, the meter, taking into consideration the character of use by the customer.

C.18. Charges/Credits for Metering Services

- (a) The EDC may charge an EGS for the provision of Advanced Metering services only to the extent such charges are approved by the PUC.
- (b) The EDC will provide a credit to any EGS' customer selecting and using Advanced Metering services based on the amounts shown in Appendix B.