

November 5, 1998

GPU Energy Competitive Billing Specifications

Availability of Competitive Billing Services

1. An EGS that is qualified and plans to offer consolidated EGS billing to its customers beginning in January, 2000 with initial bills to be issued in February, 2000, must inform GPU Energy on or before August 1, 1999 of its intention to offer consolidated EGS billing.
2. If the Commission has not established metering and billing standards for GPU Energy by July 1, 1999 and an EGS is not able to comply with the August 1, 1999 notification date, the EGS shall notify GPU Energy as soon as possible after the issuance of Commission metering and billing standards. GPU Energy will work with the EGS so it can provide EGS consolidated billing six (6) months after the EGS notifies GPU Energy of its intention to offer consolidated EGS billing.
3. A customer may choose to change his/her billing option. The customer can switch billing options through his/her EGS or through GPU Energy when the customer wishes to return to PLR service. The change will be effective as of the next scheduled meter read date provided that GPU Energy has received at least 16-calendar days prior notice.
4. An EGS is not required to offer consolidated EGS billing in order to participate as a supplier in GPU Energy's service territories.

Billing Service Options

Consolidated EDC Billing – Rate Ready Option

1. GPU Energy will render a consolidated EDC bill monthly in accordance with the Public Utility Code and the Commission's regulations (52 Pa.Code Chapters 54 and 56).
2. If GPU Energy is providing metering services, GPU Energy will transmit Meter Data (e.g. meter reads, consumption, demand, dates and type of reading) to the EGS. If the EGS is providing advanced metering services, the EGS will transmit Meter Data to GPU Energy.
3. The EGS will provide GPU Energy with their rate calculations according to the guidelines described to GPU Energy in a format to be determined by GPU Energy. GPU Energy will calculate its charges and will bill rate structures offered by the EGS which are based on fixed and variable charges similar to those GPU Energy employs for billing distribution

service and PLR service (as defined in the GPU Energy EDC tariff). GPU Energy will include EGS charges separately stated on the bill.

4. GPU Energy and EGS's may develop, for future consideration, a fee structure to enable GPU Energy to include non-basic EGS charges on a GPU Energy consolidated bill.

Consolidated EDC Billing – Bill Ready Option

1. GPU Energy will render a consolidated EDC bill monthly and in accordance with the Public Utility Code and the Commission's regulations (52 Pa. Code Chapters 54 and 56).
2. If GPU Energy is providing metering services, GPU Energy will transmit Meter Data (e.g., meter reads, consumption, demand, dates and type of reading) to the EGS. If the EGS is providing advanced metering services, the EGS will transmit Meter Data to GPU Energy.
3. The EGS will calculate its customers' charges and will send its' customers' basic charges including date of billing period, consumption, usage, rate and resulting calculation ("EGS Charges") to GPU Energy via EDI, VAN or Internet protocol. GPU Energy and an EGS may develop, for future consideration, a fee structure to enable GPU Energy to include non-basic EGS charges on a GPU Energy consolidated bill.

Consolidated EDC Bill – Rules Applicable to Both Rate-Ready and Bill Ready Options

1. GPU Energy will provide the EGS up to two lines, each 80 characters in length, on its standard bill for messages directly related to the calculation or understanding of the EGS portion of the bill.
2. GPU Energy and the parties shall develop Data Transfer Schedule for the transmission of Meter Data and billing charges in accordance with standards developed by the Commission's Electronic Data Exchange Working Group("EDEWG") by October 1, 1999.
3. EGS Charges must be received by GPU Energy in accordance with the Data Transfer Schedule.
4. If EGS Charges are not received by GPU Energy in accordance with the Data Transfer Schedule, GPU Energy will place the EGS Charges into the next billing cycle and the delayed EGS Charges will appear on the customers bill the following month. The customer's bill for the current billing period will state that the EGS Charges for the current billing period are not available. The remittance period for EGS charges will begin when EGS charges actually appear on the bill. Any transactions with EGS charges sent to GPU Energy after the time periods outlined in the Data Transfer Schedule will be rejected and the EGS will need to resubmit data the following month.

5. GPU Energy will collect customer's payments and will process payments in accordance with the Commission's payment priority set forth in Docket No. M-00960890F.0011 and Rule 14(c) of GPU Energy's EDC Tariff.
6. GPU Energy will pay the EGS for amounts owed for all undisputed EGS Charges regardless of whether the customer has paid GPU Energy subject to the terms and conditions set forth in the Order implementing Competitive Metering and Billing Arrangements (Docket Nos. R-00973953, P-00971265, Order Entered July 1, 1998. An amount is deemed disputed if the customer contacts GPU Energy questioning the charges on the bill and he/she does not agree with GPU Energy's and/or EGS's position regarding the amount due for EGS charges. If the EGS charges are not in dispute, GPU Energy will remit all applicable monies due the EGS, even if the GPU Energy portion is disputed. A customer's claim of the inability to pay shall not constitute a dispute for purposes of GPU Energy's obligation to pay the EGS its undisputed charges.
7. GPU Energy will pay the EGS in accordance with the following schedule:
 - a. Residential Rate Classes (Rates RS, RT) - GPU Energy will send the EGS the amount of its undisputed EGS Charges, regardless of whether the customer has paid GPU Energy, within 25-calendar days from the date of the electronic transmission of the EGS Charges.
 - b. Non Residential Rate Classes. - GPU Energy will send the EGS the amount of its undisputed EGS Charges within 20-calendar days from the date of the electronic transmission of the EGS Charges
 - c. Payment will not be made to the EGS when actual EGS Charges are not received by GPU Energy within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
 - d. GPU Energy will make payments of funds payable to the EGS by ACH with remittance advice to a bank designated by the EGS.
8. Budget Billing. GPU Energy will provide a budget billing option for its charges. If an EGS does not offer a budget the following process will apply:
 - EGS transmits its CURRENT charges to GPU Energy
 - GPU Energy places EGS CURRENT charges on the GPU Energy bill
 - GPU Energy sends bill to customer

- GPU Energy pays EGS within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for CURRENT charges
- Customer pays GPU Energy and EGS CURRENT charges
- If an EGS does offer a budget the following process will apply:
 - EGS transmits its CURRENT charges to GPU Energy
 - GPU Energy calculates total BUDGET charges and places them on the GPU Energy bill
 - GPU Energy sends bill to customer
 - GPU Energy pays EGS within 25calendar days for residential rate classes and 20calendar days for non-residential rate classes for CURRENT charges
 - Customer pays GPU Energy for BUDGET charges

General Rules for Budget Billing:

- Under EDC consolidated billing, GPU Energy can either (a) if the EGS requests, use no budget calculation for EGS charges, or (b) if the EGS requests (and the Commission waiver any applicable requirement), the EDC will calculate the budget bill for the GPU Energy and EGS charges using GPU Energy budgeting protocol.
- GPU Energy reconciliation occurs in month 12 (not necessarily December), or immediately when a customer ends budget billing.
- All residential rates classes, and service to HUD housing, can use the EDC Budget Billing.
- GPU Energy will provide information of a customer's budget status ("budget" or "actual") to an EGS when confirming a customer switch.
- An EGS can notify GPU Energy electronically, after receiving customer permission, to change or end the EDC budget billing option.
- The customer will stay on GPU Energy budget billing if no indication is made by the EGS at the time of the customer switch.
- GPU Energy must display actual, budget and budget balance on the bill.

9. GPU Energy Charges and EGS Charges shall be based on the EDC defined meter reading route. An EGS providing advanced metering services may request an adjustment to the meter reading schedule for an account which it meters. The EGS may select another EDC defined meter reading schedule for that account. On January 1, 1999, GPU Energy will accommodate an EGS specified meter reading schedule for Rates LP, TP, GP. By the end of the

second quarter 1999, GPU Energy will accommodate EGS specified meter reading schedules for all other GPU Energy metered rate schedules. For accounts with multiple meters, the adjustment to the meter read schedule must apply to all meters on the account.

10. Dispute Process.

a. Residential Dispute Process.

1. GPU Energy shall process all disputes in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) GPU Energy, as the entity responsible for the consolidated bill, must coordinate with the EGS so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa Code 56.151(5) and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by GPU Energy relating to the customer's dispute and must do so within five (5) business days of GPU Energy's request. Attachment A outlines GPU Energy's customer inquiry and dispute procedure for EDC consolidated billing.

b. Residential Informal Complaints.

1. GPU Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. GPU Energy, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. Attachment B outlines GPU Energy's informal complaint procedure for EDC consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by GPU Energy, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of GPU Energy.

c. Non-Residential Dispute Process.

1. GPU Energy, as the entity responsible for the consolidated bill, will coordinate with the EGS so that the proper investigation is made and that the customer and the EGS (if the EGS is involved in the dispute) are informed of the results of the investigation. The EGS shall provide all information needed by GPU Energy relating to the customer's complaint and must do so within five (5) business days of GPU Energy's request.

d. Non-Residential Informal Complaints.

1. GPU Energy shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. GPU Energy, as the entity responsible for the consolidated bill, must coordinate with the customer's EGS so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by GPU Energy, as determined by the Commission, during EDC consolidated billing and the handling of the informal complaint are the responsibility of the EDC.

11. GPU Energy will follow its current credit and collection policies for collections. Outstanding prior balances are not transferred when a customer switches from GPU Energy to an EGS, switches from one EGS to another, switches from an EGS to PLR or when the customer chooses another billing option, unless mutually agreed to by GPU Energy and the individual EGS.

12. Tax Responsibility. GPU Energy is not responsible for paying or remitting to the Commonwealth on behalf of an EGS taxes including, but not limited to, Pennsylvania Gross Receipts Tax, Pennsylvania Public Utility Realty Tax, Pennsylvania Capital Stock Tax, Pennsylvania Corporate Net Income Tax and Pennsylvania Sales Tax. An EGS is not responsible for paying or remitting to the Commonwealth on behalf of GPU Energy taxes including, but not limited to, Pennsylvania Gross Receipts Tax, Pennsylvania Public Utility Realty Tax, Pennsylvania Capital Stock Tax, Pennsylvania Corporate Net Income Tax and Pennsylvania Sales Tax. All required taxes shall be collected by the billing entity.

13.-Sales Tax Exemption.

a. With respect to Customers receiving a combined bill from the GPU Energy under the Rate Ready Option described herein, the EGS for which GPU Energy is billing must provide the applicable sales tax exemption percentage to GPU Energy in accordance with EDEWG developed standards. GPU Energy shall use the sales tax exemption percentage provided by the EGS for billing the EGS's charges. The EGS is responsible for holding appropriate exemption certificates and is liable for the collection and remittance of sales tax on the EGS's charges.

- b. With respect to Customers receiving a bill under the EDC Consolidated Bill – Bill Ready Option, it is the responsibility of the non-billing party to include the appropriate sales tax on the bill.

Consolidated EGS Billing

1. The EGS will render a consolidated EGS bill monthly and in accordance with the Public Utility Code and the applicable Commission's regulations (52 Pa. Code Chapters 54 and 56).
2. If GPU Energy is providing the metering services to the customer, GPU Energy will transmit Meter Data to the EGS. If the EGS is providing advanced metering services to the customer, the EGS will transmit the Meter Data to GPU Energy.
3. GPU Energy will calculate its customers' charges and will send its unbundled charges ("GPU Energy Charges") to the EGS via [EDI,] VAN or Internet protocol.
4. EGS will provide space to enable PUC mandated messages in accordance with Chapter 56.
5. GPU Energy and EGSs will transmit Meter Data and billing charges to each other electronically in accordance with EDEWG standards.
6. GPU Energy Charges will be provided to the EGS electronically in accordance with EDEWG Standards.
7. If GPU Energy charges are not received by the EGS in accordance with EDEWG standards, the EGS will place the GPU Energy Charges into the next billing cycle and the delayed GPU Energy Charges will appear on the customers bill the following month. The customer's bill for the current billing period will state that the GPU Energy Charges for the current billing period are not available. The remittance period for EGS charges will begin when EGS charges actually appear on the bill. Any transactions with GPU Energy charges sent to an EGS after the time periods as defined by EDEWG will be rejected and GPU Energy will need to resubmit data the following month.
8. The EGS will pay GPU Energy for the customer's amounts owed for all undisputed GPU Energy Charges regardless of whether the customer has paid the EGS, subject to the terms and conditions set forth in the Order implementing Competitive Metering and Billing Arrangements (Docket Nos. R-00973953, P-00971265, Order Entered July 1, 1998). An amount is deemed disputed if the customer contacts the EGS questioning the charges on the bill and he/she does not agree with the EGS's and/or GPU Energy's position regarding the amount due for GPU Energy charges. If GPU Energy charges are not in dispute, the EGS will remit all applicable monies due GPU Energy, even if the EGS portion is disputed. A customer's claim of an inability to pay shall not constitute a dispute for purposes of the EGS's obligation to pay GPU Energy its undisputed charges.
9. The EGS will pay GPU Energy in accordance with the following schedule:

- a. Residential Rate Classes (Rates RS, RT) - The EGS will send GPU Energy the amount of the undisputed GPU Energy charges within 25-calendar days from the date of the electronic transmission of the GPU Energy Charges.
- b. Non Residential Classes. - The EGS will send the GPU Energy the amount of its undisputed GPU Energy Charges within 20-calendar days from the date of the electronic transmission of the GPU Energy Charges.
- c. Payment will not be made to GPU Energy when GPU Energy Charges are not received by the EGS within the specified time period, as explained in paragraph 6 above. Payment for these charges will be made according to the applicable schedule in the following month, if they are received within the appropriate time period along with the current month charges.
- d. The EGS will make payments of funds payable to GPU Energy by ACH with remittance advice to a bank designated by GPU Energy.

10. Budget Billing. The EGS will include on its bill the budget amount for GPU Energy customers who choose the budget billing option offered by GPU Energy. The following process will apply:

If the EGS does not offer its own budget bill (and the Commission waives any applicable requirement):

- GPU Energy will transmit its BUDGET charges (including previous balance and current actual) to the EGS
- EGS places GPU Energy budget charges-on the EGS bill
- EGS sends bill to customer
- EGS pays GPU Energy within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for current charges
- Customer pays EGS for GPU Energy BUDGET charges.

Month 12 Process:

- GPU Energy transmits the previous balance (credit or debit) plus CURRENT charges
- EGS places GPU Energy CURRENT charges on the EGS bill
- EGS sends bill to customer
- EGS pays GPU Energy within 25-calendar days for residential rate classes and 20-calendar days for non-residential rate classes for BUDGET balance and CURRENT charges
- Customer pays EGS for BUDGET and CURRENT charges

If the EGS offers its own budget the following process will apply:

- GPU Energy transmits its CURRENT charges to EGS
- EGS calculates total BUDGET charges and places them on the EGS bill
- EGS send bill to customer
- EGS pays GPU Energy within 25calendar days for residential customers and 20 days for non-residential customers for CURRENT charges
- Customer pays EGS for BUDGET charges.

General Rules for Budget Billing:

- An EGS can either (a) place the GPU Energy budget amount on the EGS bill, or (b) place GPU Energy actual amount on the EGS bill, if the customer does not want the budget billing option, or (c) offer its own budget billing service and calculate budget bill for GPU Energy and EGS charges using an EGS budgeting protocol. The EGS must display GPU Energy actual charges and the EGS must pay GPU Energy for its budget charges.
- An EGS can notify GPU Energy electronically, after receiving customer permission, to change or end the GPU Energy budget billing option.

11. GPU Energy Charges and EGS Charges shall be based on the EDC defined meter reading route. An EGS providing advanced metering services may requests an adjustment to the meter reading schedule for an account which it meters. The EGS may select another EDC defined meter reading schedule for that account. On January 1, 1999, GPU Energy will accommodate an EGS specified meter reading schedule for Rates GP, LP, TP. By the end of the second quarter 1999, GPU Energy will accommodate EGS specified meter reading schedules for all other GPU Energy metered rate schedules. For accounts with multiple meters, the adjustment to the meter read schedule must apply to all meters on the account.

12. Disputes.

a. Residential Disputes.

1. The EGS shall process all complaints in accordance with the Public Utility Code and the Commission regulations (52 Pa. Code 56.1 et. seq.) The EGS, as the entity responsible for the consolidated bill, must coordinate with GPU Energy so that a proper investigation to a customer dispute is conducted and completed within the time period prescribed by 52 Pa. Code 56.151(5) and that the customer and GPU Energy is involved in the dispute are informed of the results of the investigation. GPU Energy shall provide all information needed by the EGS relating to

the customer's dispute and must do so within five (5) business days of the EGS request. Attachment C outlines the EGS's customer inquiry and dispute procedure for EGS consolidated billing.

b. Residential Informal Complaints

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with GPU Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. GPU Energy will provide the EGS, to the extent it has the data, information relating to the customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history. Attachment D outlines the EGS informal complaint procedure for EGS consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

c. Non-Residential Dispute Process.

1. The EGS, as the entity responsible for the consolidated bill, will coordinate with GPU Energy so that the proper investigation is made and that the customer and GPU Energy (if GPU Energy is involved in the dispute) are informed of the results of the investigation. GPU Energy shall provide all information needed by the EGS, relating to the customer's complaint and must do so within five (5) business days of the EGS's request.

d. Non-Residential Informal Complaints.

1. The EGS shall process all informal complaints in accordance with the Public Utility Code and the Commission regulations. The EGS, as the entity responsible for the consolidated bill, must coordinate with GPU Energy so that the proper information is submitted to the Commission's Bureau of Consumer Services within the time period required by the Commission. GPU Energy will provide the EGS, to the extent it has the data, information relating to the customer's previous EGSs during the previous two years to assist the EGS in providing the Commission required two year billing history. Attachment D outlines the EGS informal complaint procedure for EGS consolidated billing.

2. Any violation letter sent by the Commission shall be addressed to the billing entity at the time of the alleged violation. All violations committed by the EGS, as determined by the Commission, during EGS consolidated billing and the handling of the informal complaint are the responsibility of the EGS.

13. The EGS will follow credit and collection policies in compliance with the applicable Commission regulations. Outstanding balances are not transferred when a customer switches from the EGS to GPU Energy, switches from one EGS to another or when the customer chooses another billing option, unless mutually agreed to by GPU Energy and the individual EGS.

Separate EDC/EGS Billing

1. GPU Energy and the EGS will separately send their bills directly to the customer.
2. If GPU Energy is providing the metering services to the customer, GPU Energy will transmit Meter Data to the EGS. If the EGS is providing advanced metering services to the customer, the EGS will transmit the Meter Data to GPU Energy.

Service Terms & Conditions

1. If GPU Energy does not receive payment for undisputed charges within 25calendar days for residential customers or 20calendar days for non-residential customers after the charges are communicated to the EGS, then GPU Energy may provide notice of breach to the EGS at any time thereafter, at GPU Energy's discretion. Upon notice of a breach the EGS shall have 20calendar days to cure. If the EGS has not cured within 20calendar days, GPU Energy may (i) terminate consolidated EGS billing and take over billing functions for the customer, or (ii) require the EGS to pay simple interest on the unpaid amount calculated that the lower of the (a) Interest Index as defined in GPU Energy's Electric Generation Supplier coordination tariff, or (b) six (6) percent. In no event shall these procedures result in a customer being sent two bills covering the same service.
2. If an EGS does not receive payment for undisputed charges within 25calendar days for residential customers or 20calendar days for non-residential customers after the charges are communicated to GPU Energy, then the EGS may provide notice of breach to GPU Energy at any time thereafter, at the EGSs discretion. Upon notice of a breach, GPU Energy shall have 20calendar days to cure. If GPU Energy has not cured within 20calendar days, GPU Energy will pay simple interest on the unpaid amount calculated at the lower of the (a) Interest Index, as defined in GPU

Energy's Electric Generation Supplier Coordination Tariff, or (b) six (6) percent.

3. Where a customer account is receiving generation service from multiple EGSs and has requested a consolidated bill, the consolidated billing entity selected by the customer shall provide notice of the customer's selection to GPU Energy and the other EGSs via EDI per EDEWG standards.