

WELLSBORO ELECTRIC COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

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Effective February 1, 2002

Filed in compliance with Order of
the Pennsylvania Public Utility
Commission entered January 29,
2002, at Docket No. R-00016356

ISSUED BY:
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NOTICE

**THIS SUPPLEMENT MAKES $\{\}$ Changes $\}$ IN EXISTING RULES AND
REGULATIONS
See Page 2**

LIST OF CHANGES

Supplement No. 4 to Tariff Electric Pa. P.U.C. No. 1S ("Supplier Tariff") is filed in compliance with the Commission's Order that adopted the Joint Petition for Settlement regarding Wellsboro Electric Company's ("Wellsboro" or the "Company") distribution base rate filing at Docket No. R-00016356. Concurrent with this Tariff Supplement, Wellsboro also files Supplement No. 8 to Tariff Electric Pa. P.U.C. No. 8 ("EDC Tariff") in compliance with the Order, proposing distribution rate increases for all of its Service Schedules and changes to the terms and conditions regarding the provision of distribution service.

By Supplement No. 4 to its Supplier Tariff, Wellsboro proposes to delete rules that are no longer applicable now that the Company is in full direct access. The rules that are being deleted are as follows:

- Rule 3.1 (c) – Year 2000 Compliance;
- Rule 5.1 – Customer Enrollment;
- Rule 5.2 – EGS Enrollment; and
- Rule 5.5 – Discontinuance of Customer Enrollment.

In addition, the introductory language in Rule 5.3 – Switching Suppliers is being modified to clarify that the procedures are applicable to all supplier switching. See Second Revised Page No. 25.

(C) Indicates Change

TABLE OF CONTENTS

	<u>Page</u>	
TITLE PAGE	Supplement No. 4	(C)
LIST OF CHANGES	2	Third Revised (C)
TABLE OF CONTENTS	3,4	Third Revised (C)
.....	5	First Revised
DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS	6	Original
 RULES AND REGULATIONS:		
1. THE TARIFF		
1.1 Posting	10	Original
1.2 Revisions	10	Original
1.3 Application	10	Original
1.4 Rules and Regulations	10	Original
1.5 Use of Riders	10	Original
1.6 Statement By Agents	10	Original
 2. SCOPE AND PURPOSE		
2.1 Scope and Purpose of Supplier Tariff	11	Original
2.2 Applicability of Terms to Scheduling Coordinators	11	Original
 3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION		
3.1 Registration for Coordination Services	12	Second Revised (C)
3.2 Incomplete Registrations	12	Second Revised (C)
3.3 Processing of Registrations	12	Second Revised (C)
3.4 Grounds for Rejecting Registration	12	Second Revised (C)
3.5 Offer of Conditional Acceptance of Registration	13	Original
3.6 Rejection of Registration	13	Original
3.7 Approval of Registration	13	Original
3.8 Identification Numbers	13	Original
3.9 Commencement of Coordination Services	14	Original
 4. COORDINATION OBLIGATIONS		
4.1 Provision of Coordination Services	15	Original
4.2 Timeliness and Due Diligence	15	Original
4.3 Duty of Cooperation	15	Original
4.4 License	15	Original

(C) Indicates Change

TABLE OF CONTENTS (CONT'D)

4.	COORDINATION OBLIGATIONS (CONT'D)		
4.5	Energy Procurement.....	15	Original
4.6	ISO/PJM Services and Obligations.....	15	Original
4.7	Energy Scheduling.....	15	Original
4.8	Reliability Requirements.....	15	Original
4.9	Determination of Load and Location.....	16	Original
4.10	Supply of Data.....	16	Original
4.11	Communication Requirements.....	16	Original
4.12	Record Retention.....	16	Original
4.13	Payment Obligation.....	16	Original
4.14	Standards of Conduct and Disclosure for Licensed EGSs.....	16	Original
4.15	Data Exchange.....	17	Original
5.	DIRECT ACCESS PROCEDURES		
5.1	[Reserved].....	19, 20, 21	Second Revised (C)
5.2	[Reserved].....	22, 23, 24	Second Revised (C)
5.3	Switching Suppliers.....	25	Second Revised (C)
	26, 27, 28	Original
5.4	Provisions Relating to EGS's Customers.....	29	Second Revised (C)
5.5	[Reserved].....	29	Second Revised (C)
5.6	Customer Complaint Resolution.....	29	Second Revised (C)
6.	LOAD FORECASTING		
6.1	Forecasting Methodology.....	30	Original
6.2	Right to Aggregate.....	30	Original
7.	LOAD SCHEDULING		
7.1	Load Schedules.....	31	Original
7.2	Daily Load Scheduling Process.....	31	Original
7.3	Load Management.....	31	Original
8.	RECONCILIATION SERVICE		
8.1	General Description.....	32	Original
8.2	Reconciliation Process.....	32	Original
8.3	Meter Data Collection.....	32	Original
8.3.1	Monthly Metered Customers.....	32	Original
8.3.2	Monthly Reconciliation.....	33	Original
8.3.3	Advanced Metering.....	34	First Revised

(C) Indicates Change

TABLE OF CONTENTS (CONT'D)

9.	UTILIZATION OF SCHEDULING COORDINATORS	
9.1	Participation Through a Scheduling Coordinator	35 Original
9.2	Designation of a Scheduling Coordinator	35 Original
9.3	Change In or Termination of Scheduling Coordinator	35 Original
9.4	Primary Obligations of a Coordinated Supplier	35 Original
10.	CONFIDENTIALITY	
10.1	Generally	36 Original
10.2	Customer Information	36 Original
10.3	Breach of Confidentiality	36 Original
11.	PAYMENT AND BILLING	
11.1	Customer Billing By the Company	37 Original
11.2	EGS Payment of Obligations to the Company	38 Original
11.3	Billing for Supplier Obligations to Other Parties	40 Original
12.	WITHDRAWAL BY EGS FROM RETAIL SERVICE	
12.1	Notice of Withdrawal to the Company	41 Original
12.2	Notice to Customers	41 Original
12.3	Costs for Noncompliance	41 Original
13.	EGS'S DISCONTINUANCE OF SERVICE TO CUSTOMERS	
13.1	Notice of Discontinuance to the Company	42 Original
13.2	Notice to Customers	42 Original
13.3	Effective Date of Discontinuance	42 Original
14.	CHARGES	
14.1	Supplier Coordination Administration Charge	43 Original
14.2	Technical Support and Assistance Charge	43 Original
14.3	Load Data Supply Charge	45 Original
	RIDERS	
	A - Individual Coordination Agreement Rider	46 Original
	B - Scheduling Coordinator Designation Rider	58 Original
	C - Qualified Advanced Meters and Meter-Related Devices	61 Original (C)

(C) Indicates Change

**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 applicable ISO/PJM.

Chapter 56 – The PUC regulations at 52 Pa. Code §§ 56.01, et seq., that establish rules for payment of utility bills, requests for service, payment of deposits, billing, termination of service and complaint handling

Charge – Any fee or Charge that is billable by the Company to EGS under this Tariff.

Company – Wellsboro Electric Company.

Competition Act – "The Electricity Generation Customer Choice and Competition Act" P.L. 802, No. 138, effective January 1, 1997, codified at 66 Pa. C.S. § 2801, et seq.

Competitive Energy Supply – Unbundled energy and/or capacity provided by an EGS.

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

Coordination Obligations – All obligations identified in Section 4 of this Tariff, relating to the provision of Coordination Services.

Coordination Services – Those services that permit the type of interface and coordination necessary for the delivery of Competitive Energy Supply to serve Customers located within the Company territory, including the exchange of customer information and reconciliation of service.

Coordination Services Charges – Charges billed by the Company for Coordination Services performed hereunder.

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 ISO/PJM.

**DEFINITION OF TERMS AND
EXPLANATION OF ABBREVIATIONS (CONT'D)**

Customer – Any person, partnership, association or corporation receiving Competitive Energy Supply from EGS in accordance with the Competition Act that has given notice of intent to receive generation service from another source or that is otherwise in the process of changing generation suppliers.

Delivery Points – The points of contractual interface between the Company and its power supplier, as applicable, when capacity and energy are delivered.

Direct Access – The right of electric generation suppliers and end-use customers to utilize and interconnect with the electric distribution system on a non-discriminatory basis at rates, terms and conditions of service comparable to the Company's own use of the system to transport electricity from any generator of electricity to any end-use customer.

Default PLR Service – The Company's obligation to provide electricity to customers who are ineligible for direct access, who do not choose an EGS, who choose an EGS and subsequently return to service from the Company or who contract with an EGS for service but whose EGS fails to deliver. The Company may petition the Commission to designate an alternative Default Provider of Last Resort under Section 2807(e)(3) of the Competition Act. Default Provider of Last Resort Service is EDC or its designated agent's generation service.

Electric Distribution Company or "EDC" – The public utility providing facilities for the distribution of electricity to retail customers. 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 person or corporation, including municipal corporations that choose to provide service outside their municipal limits except to the extent provided prior to the effective date of the Competition Act, brokers and marketers, aggregators or any other entities, that sells to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company or that purchases, brokers, arranges or markets electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an electric distribution company. The term excludes building or facility owner/operators that manage the internal distribution system serving such building or facility and that supply electric power and other related power services to occupants of the building or facility. The term excludes electric

**DEFINITION OF TERMS AND
EXPLANATION OF ABBREVIATIONS (cont'd)**

Electric Generation Supplier or "EGS" (cont'd)

cooperative corporations except as provided in 15 Pa. C.S. Ch. 74 (relating to generation choice for customers of electric cooperatives).

EGS Representative – Any officer, director, employee, consultant, contractor or other agent or representative of EGS in connection with EGS's activity solely as an EGS under this Tariff.

FERC – The Federal Energy Regulatory Commission.

Fully Metered Month – A fully metered 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.

ICA – Individual Coordination Agreement Rider entered into between the Company and the EGS.

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

ISO/PJM – Independent System Operator, the Pennsylvania-New Jersey-Maryland Interconnection, or any successor entity.

Kilowatt or kW – Unit of measurement of useful power equivalent to 1000 watts.

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 ISO/PJM.

Locational Marginal Price or "LMP" – The hourly integrated marginal price to serve load at individual locations throughout the ISO/PJM, calculated by the ISO/PJM as specified in the applicable Open Access Transmission Tariff, or its equivalent.

**DEFINITION OF TERMS AND
EXPLANATION OF ABBREVIATIONS (cont'd)**

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 one-twelfth (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.

Net Incremental Cost – An analysis of the difference between the costs associated with existing standard meters and those with the advanced capabilities of the particular advanced meter or meter-related device at issue. The analysis should take into account the acquisition cost of the meter or meter-related device, including economies of scale, as well as costs associated with its installation, reading, and maintenance.

Network Integration Transmission Service Reservation – A reservation under the ISO/PJM Tariff of Network Integration Transmission Service, or equivalent thereof, which allows a transmission customer to integrate and economically dispatch generation resources located at one or more points in the ISO/PJM to serve its network load therein.

PUC or Commission – The Pennsylvania Public Utility Commission.

Scheduling Coordinator – An entity that performs one or more of EGS's Coordination Obligations, including the submission of energy schedules to the Company and that is either (1) a member of the ISO/PJM; or (2) is the coordinator for scheduling purposes, of one or more Electric Generation Suppliers that are members of the ISO/PJM.

Scheduler System – The applicable ISO/PJM software system through which energy load schedules may be submitted.

Service – Unless otherwise specified herein, for any matter requiring service of a particular document or item, service shall be calculated in accordance with 52 Pa. Code.

Supply – Capacity, energy or reserves.

RULES AND REGULATIONS

1. THE TARIFF

- 1.1 Posting. A copy of this Tariff, which comprises the Charges, Rules and Procedures under which the Company will provide Coordination Services to Electric Generation Suppliers, is on file at the Company's Office and is open to inspection at the office of the Company. The Tariff will also be posted on the Company's Internet site.
- 1.2 Revisions. The Company may revise, amend, supplement or otherwise change this Tariff 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 EGS's 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 from time to time only by application of those standard Riders filed as part of this Tariff.
- 1.6 Statement By Agents. No Company representative has authority to modify this Tariff, or to bind the Company by any promise or representation contrary thereto.

RULES AND REGULATIONS (CONT'D)

2. SCOPE AND PURPOSE

- 2.1 Scope and Purpose of Tariff. This Tariff sets forth the basic requirements for interactions and coordination between the Company and EGS necessary for ensuring the distribution of Competitive Energy Supply from EGS to Customers.
- 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.

RULES AND REGULATIONS (CONT'D)

3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION

- 3.1 Registration for Coordination Services. EGS must deliver to the Company a completed registration, consisting of the following:
- (a) The ICA, as contained in a Rider hereto, fully executed in triplicate by a duly authorized representative of EGS;
 - (b) Written evidence that EGS is a signatory to the Operating Tariff and Reliability Assurance Agreement, or their equivalent, of the applicable ISO/PJM, or their successor, if any;
 - (c) [RESERVED] (C)
 - (d) EGS's Pennsylvania sales tax identification number; and
 - (e) Any registration or processing fee set forth in the Charges section of this Tariff.
- 3.2 Incomplete Registrations. In the event EGS submits an incomplete registration, the Company shall provide written notice to EGS of the registration's deficiencies within ten (10) business days after the date of service of the registration. An incomplete registration is not ripe for processing by the Company until it is completed by EGS and delivered to the Company.
- 3.3 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 completed registration. The Company shall approve all completed registrations unless grounds for rejecting the registration, as defined below, exist.
- 3.4 Grounds for Rejecting Registration. The Company may reject any registration for Coordination Services on any of the following grounds:

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RULES AND REGULATIONS (CONT'D)

3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION (CONT'D)

3.4 Grounds for Rejecting Registration. (cont'd)

- (a) EGS has undisputed outstanding debts to the Company arising from its previous receipt of services or supply under this Tariff.
- (b) EGS has failed to submit a completed registration within thirty (30) calendar days after the date of service of written notice of the registration's deficiency.
- (c) EGS has failed to maintain the financial fitness required by the PUC for purposes of licensure.

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

3.6 Rejection of Registration. Upon rejection of any registration, the Company shall provide EGS written notice of rejection within the time periods set forth above, and shall state the basis for its rejection.

3.7 Approval of Registration. Upon its approval of a registration for Coordination Services, the Company shall execute the ICA tendered by the registrant, shall provide an executed original to EGS by delivering such within the period set forth above and shall maintain an executed original for its own records.

3.8 Identification Numbers. Upon its approval of a registration for Coordination Services, the Company will assign to EGS a supplier identification number to be used in subsequent information exchange between EGS and the Company.

RULES AND REGULATIONS (CONT'D)

3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION (CONT'D)

- 3.9 Commencement of Coordination Services. Coordination Services shall commence within fifteen (15) days after the acceptance by the Company of 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 Section 3.5 has been satisfied by EGS.

RULES AND REGULATIONS (CONT'D)**4. COORDINATION OBLIGATIONS**

- 4.1 Provision of Coordination Services. The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of EGS's energy and/or capacity to serve retail access load located within the Company's service territory.
- 4.2 Timeliness and Due Diligence. EGS shall exercise due diligence in meeting its obligations and deadlines under this Tariff so as to facilitate Direct Assess.
- 4.3 Duty of Cooperation. The Company and EGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff and the Competition Act.
- 4.4 License. An EGS must have and maintain in good standing a license or certification from the PUC as an authorized EGS.
- 4.5 Energy Procurement. EGS must make all necessary arrangements for obtaining Competitive Energy Supply in a quantity sufficient to serve its Customers.
- 4.6 ISO/PJM Services and Obligations. EGS is responsible for procuring those services provided by the ISO/PJM, including but not limited to transmission and ancillary services, that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, EGS must satisfy all obligations that are imposed on LSEs in the ISO/PJM.
- 4.7 Energy Scheduling. EGS must make all necessary arrangements for scheduling the delivery of energy through the ISO/PJM. The Company shall assist in that process as set forth in Section 7.
- 4.8 Reliability Requirements. EGS shall satisfy those reliability requirements issued by the PUC, or any other governing reliability council with authority over EGS, that apply to Electric Generation Suppliers.

RULES AND REGULATIONS (CONT'D)

4. COORDINATION OBLIGATIONS (CONT'D)

- 4.9 Determination of Load and Location. The Company or the Company's agent and EGS shall coordinate to determine the magnitude and location of EGS's actual or projected load, as required by the ISO/PJM, for the purpose of calculating a Network Integration Transmission Service Reservation, or ISO/PJM equivalent thereof, an installed capacity obligation, or other requirements under the applicable ISO/PJM Tariff.
- 4.10 Supply of Data. The Company and EGS shall supply to each other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the Company or EGS in connection with the provision of Coordination Services, in a thorough and timely manner.
- 4.11 Communication Requirements. EGS must be equipped with the following communications capabilities.
- Internet electronic mail (e-mail), including the capability to receive ASCII file attachments;
 - Internet browser for access to the Company's web site and file uploads and downloads; and
 - Other types of peer to peer communication that may be required as the Company upgrades its communication and billing system.
- 4.12 Record Retention. EGS shall comply with all applicable laws and PUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the PUC's regulations.
- 4.13 Payment Obligation. The Company's provision of Coordination Services to EGS is contingent upon EGS's payment of all Charges provided for in this Tariff.
- 4.14 Standards of Conduct and Disclosure for Licensed EGSs. The Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

RULES AND REGULATIONS (CONT'D)

4. COORDINATION OBLIGATIONS (CONT'D)

4.15 Data Exchange.

- (a) Subject to Section 4.15(b) below, the Company shall make available to EGS the following information regarding EGS's Customers:
- (i) Company Customer Account Number
 - (ii) Billing Route
 - (iii) Customer Name
 - (iv) Mailing Address
 - (v) Mailing City
 - (vi) Mailing State and Zip
 - (vii) Service Address
 - (viii) Service City
 - (ix) Service State and Zip
 - (x) Rate Class
 - (xi) Load Information
 - (xii) Payment History
 - (xiii) Contact Name (applicable to industrial and large commercial Customers only)
 - (xiv) Contact Address (applicable to industrial and large commercial Customers only)
 - (xv) Contact City, State and Zip (applicable to industrial and large commercial Customers only)
 - (xvi) Phone Number (if available)
 - (xvii) Whether the Customer is on a budget billing plan or payment arrangement.

RULES AND REGULATIONS (CONT'D)

4. COORDINATION OBLIGATIONS (CONT'D)

4.15 Data Exchange. (cont'd)

- (b) EGS must notify its Customers that by signing up for Competitive Energy Supply with EGS, the Customer is consenting to the disclosure by the Company to EGS of certain basic information about the Customer, as listed in Section 4.15(a). At a minimum, the notice shall inform the Customer that the following information will be disclosed:
 - (i) Company Customer Account Number.
 - (ii) Data about meter readings and rate class.
 - (iii) Customer's payment history.
 - (iv) Customer's address(es) and telephone number.
 - (v) Whether Customer is on a budget billing plan or payment arrangement.

RULES AND REGULATIONS (CONT'D)

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RULES AND REGULATIONS (CONT'D)

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RULES AND REGULATIONS (CONT'D)

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RULES AND REGULATIONS (CONT'D)

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RULES AND REGULATIONS (CONT'D)

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RULES AND REGULATIONS (CONT'D)

5. DIRECT ACCESS PROCEDURES (CONT'D)

5.3 Switching Suppliers.

EGS switching by Customers shall occur in accordance with the Direct Access Procedures contained in this Tariff.

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5.3.1 EGS must notify its Customers that by signing up for Competitive Energy Supply with EGS, the Customer is consenting to the disclosure by the Company to EGS of certain basic information about the Customer, as listed in Section 4.15(a). At a minimum, the notice shall inform the Customer that the following information will be disclosed: their Company Customer Account Number(s), data about meter readings, rate class and electric usage, the Customers address(es) and telephone number(s) if available, payment history, and whether or not the Customer is on a budget billing plan or payment arrangement.

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 written authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The written authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Section 5.3.1. It is EGS's responsibility to maintain records of the Customer's written authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.

(C) Indicates Change

RULES AND REGULATIONS (CONT'D)**5. DIRECT ACCESS PROCEDURES (CONT'D)**5.3 Switching Suppliers. (cont'd)

- (b) The Customer's new EGS shall also submit the Customer's information using a properly formatted electronic file as designated by the Company. The required electronic files shall include, at a minimum, the EGS ID number, the Company Customer Account Number, Customer Name, Rate Class, Transaction Date and Transaction Time. Upon receipt of the electronic file from EGS, the Company will automatically confirm receipt of the file via an electronic format designated by the Company. Within two business days of receipt of the electronic file, 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 Company Customer Account Number). Such validation shall also include information EGS can use to identify rejected records.

- (c) 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 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 notice from the EGS prior to the Meter Read Date and all Customer information provided to the Company is accurate and complete; (2) the ten (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 send the new EGS an electronic file, via an electronic format designated by the Company, containing information for the new Customers of record for that particular EGS, in accordance with Section 4.15(a).

RULES AND REGULATIONS (CONT'D)**5. DIRECT ACCESS PROCEDURES (CONT'D)****5.3 Switching Suppliers. (cont'd)**

If, during the ten (10) day waiting period, the Customer elects to rescind its new EGS selection, the Company will notify the rejected EGS of the rescission electronically via an electronic format designated by the Company. If the customer rescinds prior to the ten (10) day recession period, the customer will be returned to the previous supplier in the request queue, the current supplier or the provider of last resort. In the event the Customer rescinds its EGS selection after the ten (10) day waiting period, the Customer will be required to remain with the selected EGS for a minimum of one billing cycle.

- (d) Once the preceding process is complete, the Company will notify the Customer's prior EGS, via an electronic format designated by the Company, 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 back 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 process 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 notice from the Customer prior to the Meter Read Date; (2) the ten (10) day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch back to the Company to default PLR Service. Once the preceding process is complete, the Company will notify the Customer's prior EGS, via an electronic format designated by the Company, of the discontinuance of service to the Customer from that prior EGS.

RULES AND REGULATIONS (CONT'D)

5. DIRECT ACCESS PROCEDURES (CONT'D)

5.3 Switching Suppliers. (cont'd)

5.3.4

- (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, via an electronic format designated by the Company, 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 provide the EGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.
- (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 an electronic format designated by the Company, 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 the Customer's new mailing address or forwarding address.

- 5.3.5 If the Company elects to change the Company Customer Account Number for a Customer receiving generation service from EGS, the Company will notify EGS of the change in account number at the same Customer location via an electronic format designated by the Company.

RULES AND REGULATIONS (CONT'D)

5. DIRECT ACCESS PROCEDURES (CONT'D)

5.4 Provisions Relating to EGS's Customers:

5.4.1 Arrangements with EGS Customers. EGS shall be solely responsible for having appropriate contractual or other arrangements with its Customers necessary to implement Direct Access consistent with all applicable laws, PUC 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 EGS and Customers. Nothing in this Tariff is intended to prevent EGS and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on EGS, provided that any such agreement shall not change in any way 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 EGS's Customer for any Charges owed to the Company by EGS.

5.5 [RESERVED]

(C)

5.6 Customer Complaint Resolution.

The Company will process all disputes in accordance with the Pennsylvania Public Utility Code and the Commission regulations. The Company must coordinate with the EGS so that a proper investigation of a Customer dispute is conducted and completed within any applicable time period prescribed in Commission regulations. If information is required from the EGS to complete the investigation, the EGS will provide to the Company all information necessary related to the complaint and will do so within five (5) business days.

(C) Indicates Change

RULES AND REGULATIONS (CONT'D)

6. LOAD FORECASTING

6.1 Forecasting Methodology.

6.1.1 Monthly Metered Customer Forecasts. The Company or its Agent will maintain, based on available load data, load forecast categories corresponding to the Company's Customer rate classes. The Company or its Agent makes no warranties as to the accuracy or usefulness of the information and takes no responsibility for EGS's use of the information. All implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use are excluded from the ICA and this Tariff.

The Company and its Agent take no responsibility for any EGS's use of this information, and any use of the information by the EGS shall be at the EGS's sole risk and responsibility. In no event shall the Company or its Agent be liable through the provision of such information for any incidental or consequential damages of EGS or any of its successors or assigns.

6.2 Right to Aggregate. EGS may aggregate its customers' loads. The right to aggregate does not confer upon EGS the right to conjunctively bill accounts if a Customer of EGS has multiple Company accounts.

RULES AND REGULATIONS (CONT'D)

7. LOAD SCHEDULING

- 7.1 Load Schedules. The load schedule for EGS shall be equal to the aggregate forecast value for all Customers of EGS and any Coordinated Suppliers that have designated EGS as their Scheduling Coordinator. The EGS load schedule shall include the Company's system losses. The EGS shall submit this information to the Company or its Agent on a daily basis.
- 7.2 Daily Load Scheduling Process.
- 7.2.1 Uploading Schedules. EGS will submit the load schedule for the scheduling window to the PJM/ISO and Company or its Agent by 12:00 noon Eastern Prevailing Time on each business day using the PJM Scheduler System according to their requirements. The schedule submitted to Company or its Agent shall serve as the default schedule, and said default schedule shall be binding on EGS as if it had confirmed it as is.
- 7.2.2 After the Fact Scheduling. If the PJM/ISO permits after the fact load scheduling changes, EGS must submit any scheduling changes to the Company or its Agent.
- 7.3 Load Management. Notwithstanding enrolled Customers' receipt of Competitive Energy Supply, wherever applicable, the Company shall continue to operate Customers' existing and future load control switches for purposes of load management according to the Company's needs.

RULES AND REGULATIONS (CONT'D)**8. RECONCILIATION SERVICE**8.1 General Description.

Reconciliation service accounts for mismatches between EGS's load schedule for serving its Customers and the energy that was actually used by those Customers. Given the absence of universal real-time metering, the calculation of reconciliation quantities must typically occur after the monthly reading of Customers' meters.

8.2 Reconciliation Process.

8.2.1 Reconciliation Obligations. The Company and Agent will assist EGS in accounting for reconciliation quantities in accordance with policies and procedures established between the Company's supplier and the EGS.

8.3 Meter Data Collection.

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

8.3.1 Monthly Metered Customers. Data from monthly-metered Customers is collected in subsets corresponding to Customer billing cycles (billing routes), that 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.

RULES AND REGULATIONS (CONT'D)

8. RECONCILIATION SERVICE (CONT'D)

8.3 Meter Data Collection. (cont'd)

8.3.2 Monthly Reconciliation. By the end of the third business day after the end of a calendar month that becomes fully metered, the Company or its Agent will compute and provide the reconciliation quantities for the entire month to the EGS.

The following calculations will be used to determine the reconciliation quantities:

Step 1:

Monthly-metered Customers' actual usage (the billing usage reported by the Company) will be spread over each hour in the usage period based on each Customer's hourly usage curve. The monthly-metered Customer's usage by hour will be multiplied by the loss factor determined by Customer rate class to determine the Customer's gross usage by hour.

Step 2:

The gross hourly usage quantity for each Customer will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for EGS.

RULES AND REGULATIONS (CONT'D)

8. RECONCILIATION SERVICE (CONT'D)

8.3 Meter Data Collection. (cont'd)

8.3.3 Advanced Metering. To the extent an EGS desires to measure its Customers' service via an advanced meter, this transaction will be handled consistent with applicable and appropriate PUC regulations regarding advanced metering. Written notification from both EGS and Customer is necessary to proceed with acquisition and installation of advanced metering. All net incremental costs incurred by the Company in the acquisition, installation, reading and maintenance of the advanced meter will be the sole responsibility of the EGS or the Customer. Any advanced meter must be installed by the Company and will remain the property of the Company, consistent with PUC regulations. The Company will comply with all applicable PUC regulations regarding advanced metering, including the use of said meter as the Billing Meter. (C)

A list of the qualified advanced meters and meter-related devices available in the Company's service territory is included as Rider C to this Tariff. The net incremental costs for acquisition and installation of the equipment listed in Rider C are available in the Advanced Meter Catalog available from the PUC or at the Company's office. (C)

(C) Indicates Change

RULES AND REGULATIONS (CONT'D)**9. UTILIZATION OF SCHEDULING COORDINATORS**

- 9.1 Participation Through a Scheduling Coordinator. If EGS chooses not to interact directly with the ISO for scheduling purposes, or cannot schedule directly with the ISO because its schedules do not meet the requirements set by the ISO for scheduling, 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. Coordinator(s) may be used for individual services such as load scheduling, or for a variety of services encompassing installed capacity, import capability, 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.
- 9.2 Designation of a Scheduling Coordinator. To designate a Scheduling Coordinator, EGS must provide the Company and/or its Agent a completed Scheduling Coordinator Designation Rider, included as Rider to this Tariff, fully executed by both EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Rider is not intended to and does not supplement or replace any agency contract between EGS and a Scheduling Coordinator.
- 9.3 Change in or Termination of Scheduling Coordinator. To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, EGS shall notify Company or its Agent 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 or Agent less than ten business days before the first day of that month. In the event EGS ceases using a Scheduling Coordinator, EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.
- 9.4 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.

RULES AND REGULATIONS (CONT'D)**10. CONFIDENTIALITY OF INFORMATION**

- 10.1 Generally. All confidential or proprietary information made available by the Company to EGS in connection with the provision of Coordination Services, including but not limited to Customer information, load curve data, and information regarding the business processes of the Company and the computer and communication systems owned or leased by the Company, shall be used only for purposes of receiving Coordination Services and/or providing Competitive Energy Supply to Customers in the Company's service territory. Other than disclosures to EGS Representatives for the purpose of enabling EGS to fulfill its obligations under the ICA or provide Competitive Energy Supply to Customers in the Company's service territory, EGS may not disclose confidential or proprietary information without the Company's prior authorization and/or consent.
- 10.2 Customer Information. EGS shall keep all Customer-specific information supplied by the Company confidential unless EGS has the Customer's written authorization to do otherwise.
- 10.3 Breach of Confidentiality. EGS understands and agrees that if, during the term hereof or at any time thereafter, it discloses to third parties, uses for purposes other than those contemplated by the ICA or for the benefit of third parties, any of the aforementioned confidential and proprietary information and trade secrets, except as may be required by the EGS's obligations under the ICA, such conduct will constitute a breach of the ICA resulting in irreparable harm and EGS hereby expressly agrees that injunctive relief, in addition to any other remedies provided by law or in equity, will be necessary and appropriate in the event of such conduct by the EGS.

RULES AND REGULATIONS (CONT'D)

11. PAYMENT AND BILLING

- 11.1 Customer Billing By the Company. All EGS Charges to Customers, if billed by the Company shall be billed in accordance with the Company's billing procedures and the following provisions:
- 11.1.1 The Company Billing for EGS. The Company will only bill price plans offered by EGS which are based on fixed and variable Charges similar to those the Company employs for billing distribution service and default Provider of Last Resort service. Nothing in this Section shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by EGS, EGS may request the Company to do all or some of the billing for EGS's Customers based on the Customers' preferences. In addition, the Company will include on its bill EGS late fees and payment arrangements.
- 11.1.2 Billing Files. Where EGS has requested the Company to act as EGS's billing agent, the Company shall electronically transmit files of billing detail to EGS. Such files shall include the Company Customer account number, rate codes, usage information, demand and energy Charges sales tax, and other EGS Charges. Billing files transmitted as part of the monthly summary of billing detail shall have control totals to assure all data was received by EGS. Control totals include the number of records on the file and significant totals (e.g. total kWh billed, total amount billed, total tax).
- 11.1.3 Sales Tax Exemption. EGS must provide its Customers' applicable sales tax exemption percentage to the Company. The Company will use the sales tax exemption percentage provided by EGS for billing EGS's Charges. EGS is responsible for holding appropriate exemption certificates and is liable for the remittance of sales tax on EGS's Charges.

RULES AND REGULATIONS (CONT'D)

11. PAYMENT AND BILLING (CONT'D)

- 11.1 Customer Billing By the Company. (cont'd)
- 11.1.4 The Company Reimbursement to EGS for Customer Payments. Where the Company acts as the billing agent for EGS, the Company shall reimburse EGS for all energy Charges, late fees, sales taxes and other Charges collected on behalf of EGS every month, net of any amounts EGS may owe the Company.
- 11.1.5 EGS Billing Data. EGS shall provide all necessary data in its possession for the timely generation of bills. EGS's failure to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.
- 11.1.6 If the PUC mandates that the Company make payment to the EGS for electricity delivered to a customer for which the customer has not made timely payment to the Company, then the Company shall be subrogated and succeed to the EGS's rights of recovery with respect to the electricity delivered to the customer from whom payment has not been received by the Company. In no event may the Company terminate a Customer for any unpaid EGS charges subrogated to the Company under this provision.
- 11.1.7 Seriously Delinquent Accounts. Undisputed accounts that are 90 days or three billing cycles overdue, whichever is shorter, will be considered seriously delinquent and, at the written request of either the Company or EGS, will convert to separate EDC/EGS Billing for the next billing cycle commencing sixteen (16) days after receipt of the written request.
- 11.2 EGS Payment of Obligations to the Company. EGS shall pay all Coordination Service Charges or any other Charge it incurs hereunder in accordance with the following provisions:

RULES AND REGULATIONS (CONT'D)

11. PAYMENT AND BILLING (CONT'D)

11.2 EGS Payment of Obligations to the Company. (cont'd)

- 11.2.1 Billing Procedure. Each month, the Company shall submit an invoice to EGS for all Coordination Services and other Charges provided under this Tariff. The invoice may be transmitted to EGS by any reasonable method requested by EGS. 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: (1) 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 and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event EGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.
- 11.2.3 Manner of Payment. EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require an EGS that is not creditworthy to 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 EGS's bill, EGS will pay the undisputed portion of 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.

RULES AND REGULATIONS (CONT'D)

11. PAYMENT AND BILLING (CONT'D)

11.2 EGS Payment of Obligations to the Company. (cont'd)

11.2.5 EGS Default. In the event 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 EGS to cure such failure, a Default by EGS shall be deemed to exist. In the event of a billing dispute between the Company and EGS, the Company will continue to provide service pursuant to this Tariff as long as EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the alternative dispute resolution procedures set forth in Section 9.0 of the ICA.

11.2.6 Collection Costs. If EGS is in Default, as defined in Section 11.2.5 of the Tariff or Section 7.0 of the ICA, and the Company files suit against EGS to collect a delinquent balance on an account (whether active or inactive) or to ensure payment of current bills for Coordination Services, EGS will be required to pay the Company's out of pocket court costs (including filing, service, witness, and attorney's fees).

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

RULES AND REGULATIONS (CONT'D)

12. WITHDRAWAL BY EGS FROM RETAIL SERVICE

- 12.1 Notice of Withdrawal to the Company. EGS shall provide electronic notice to the Company in a form specified by the Company of withdrawal by EGS from retail service in a manner consistent with the PUC's procedures.
- 12.2 Notice to Customers. EGS shall provide notice to its Customers of withdrawal by EGS from retail service.
- 12.3 Costs for Noncompliance. If EGS withdraws from retail service and fails to provide at least ninety (90) days written notice of the withdrawal, EGS shall reimburse the Company for any of the following costs associated with the withdrawal including but not limited to:
- (a) Mailings by the Company to 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 its power supplier, and ISO/PJM or other third parties resulting from EGS non-performance.

RULES AND REGULATIONS (CONT'D)

13. EGS'S DISCONTINUANCE OF SERVICE TO CUSTOMERS

- 13.1 Notice of Discontinuance to the Company. EGS shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuances of service to Customers in a manner consistent with applicable PUC rules, said rules to apply to all Customer classes.
- 13.2 Notice to Customers. EGS shall provide a minimum of 30 days advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PUC's rulings in Docket No. M-00960890F0013 and any subsequent applicable PUC rulings.
- 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.

RULES AND REGULATIONS (CONT'D)

14. CHARGES

14.1 SUPPLIER COORDINATION ADMINISTRATION CHARGE

AVAILABILITY/APPLICABILITY

To receive services under this Tariff, EGS must pay a Supplier Coordination Administration Charge of \$150.00 per month to the Company.

14.2 TECHNICAL SUPPORT AND ASSISTANCE CHARGE

AVAILABILITY/APPLICABILITY

Technical Support and Assistance is defined as support and assistance that is provided by the Company to a licensed EGS in connection with questions raised, and research requests, by EGS in support of its energy supply business. Such support and assistance is categorized in three general areas:

- i. Explanation of the Company's communications related to information posted to the Company's web site and/or sent via the Internet e-mail address or other electronic formats;
- ii. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
- iii. Explanation and definition of the Company's rules, regulations, bylaws etc. and FERC orders.

Such Technical Support and Assistance may include time spent by the Company personnel conducting research in connection with an inquiry of EGS. The Company is under no obligation to provide any such support and assistance, with the exception of the services described in the "Conditions" section below.

RULES AND REGULATIONS (CONT'D)

14. CHARGES (CONT'D)

14.2 TECHNICAL SUPPORT AND ASSISTANCE CHARGE (CONT'D)

CONDITIONS

There will be no time recorded against EGS's Allowed Hours in connection with inquiries covering required business interactions, specifically:

Normal daily forecasting and scheduling;

Standard automated processing of EGS data files by the Company;

Web site availability and access; and

Erroneous data communicated by the Company via the Internet address and the Company's web site.

TABLE OF CHARGES

The following charges are for technical support and services other than those listed in the above "Conditions."

First 2 hours ("Allowed Hours") per month per EGS: No Charge

Any time beyond Allowed Hours: \$70/hour

RULES AND REGULATIONS (CONT'D)**14. CHARGES (CONT'D)**14.3 LOAD DATA SUPPLY CHARGEAVAILABILITY/APPLICABILITY

The Company will fulfill, with Customer consent only, a request by the EGS and Customer for Customer load information available on its information system once per calendar year for no Charge. The Company will provide additional or other information, with Customer consent only, but will do so only for a Charge, in accordance with the Table of Charges, below.

CONDITION

No Customer-specific information other than that specified in Sections 4.15 & 5.1.4 of this Tariff will be supplied to EGS before the Company's receipt of a Customer's written authorization to release such data to EGS.

TABLE OF CHARGES

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

Electronically available historic hourly load information	\$46
All other available historic load information	\$92

RIDER A
INDIVIDUAL COORDINATION AGREEMENT RIDER

This Individual Coordination Agreement ("ICA"), dated _____ is entered into, by and between Wellsboro Electric Company (the "Company") and _____ ("EGS"). Execution of this agreement is necessary to provide Competitive Energy Services within the Company's service territory pursuant to the provisions of the Electricity Generation Customer Choice and Competition Act. Pursuant to this ICA, the Company agrees to supply, and the EGS agrees to have the Company supply, any or all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff ("EGS Coordination Tariff"), including but not limited to load forecasting, load scheduling, reconciliation services and customer billing. 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. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this ICA, the EGS Coordination Tariff and any Riders issued thereto, including any modifications subsequently authorized by the Pennsylvania Public Utility Commission.

1.0 REPRESENTATIONS AND WARRANTIES

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

(i) If the EGS will utilize the services in Sections 6 to 9 of the Tariff, the EGS represents that it is a member of the PJM (or any successor ISO) and is in compliance with, and will continue to comply with, all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to Load Serving Entities serving Customers located in the PJM Control Area. The EGS may use a Scheduling Coordinator to establish initial or continued compliance with the PJM rules and regulations.

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

(b) The Company and the EGS (individually referred to hereafter as the "Party") each represent, warrant and covenant as follows:

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

1.0 REPRESENTATIONS AND WARRANTIES (CONT'D)

- (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 any of the following: (a) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (b) any statute, rule, regulation, order, judgment, or decree of any judicial or administrative body by which the Party or any of its properties is bound or subject.
- (ii) This ICA is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as those terms may be limited by applicable bankruptcy, insolvency or similar laws generally addressing creditors' rights or by general principles of equity.
- (c) 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 1.0 of this ICA have been violated.

2.0 COMPENSATION

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 and this ICA.

3.0 TERM

Coordination Services between the Company and the EGS will commence on _____. This ICA shall remain effective until terminated pursuant to Section 8.0.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

4.0 NOTICES

(a) Notices. Unless otherwise stated herein, any notice contemplated by this ICA shall be in writing and shall be given to the other party at the addresses stated below. If given by electronic transmission (including fax, telex, telecopy or Internet e-mail), 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 EGS may change their representative for receiving notices contemplated by this ICA by delivering written notice of their new representatives to the other.

(b) Addresses.

Notices shall be addressed to the Company as follows:

Billing Issues:

Name
Street
City, State, Zip
Tel. No. (717)
Fax No. (717)

Other Matters:

Name
Street
City, State, Zip
Tel. No. (717)
Fax No. (717)

Notices shall be addressed to EGS as follows:

Billing Issues:

Name
Street
City, State, Zip
Tel. No.
Fax No.

Other Matters:

Name
Street
City, State, Zip
Tel. No.
Fax No.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

5.0 INCORPORATION OF EGS COORDINATION TARIFF

The terms, conditions and definitions contained in the EGS Coordination Tariff are incorporated herein by reference and made a part of this ICA. All terms used in this ICA that are not otherwise defined shall have the meaning provided in the EGS Coordination Tariff.

6.0 LIABILITY

(a) General Limitation on Liability. The Company shall have no duty or liability with respect to electric energy before it is delivered by 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.

(b) 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 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 direct control.

(c) 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 EGS providing Competitive Energy Supply arising out of or related to a contract or other relationship between EGS and a Customer of EGS.

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

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

6.0 LIABILITY (CONT'D)

(d) The Company's Indemnification of EGS. Subject to Paragraph 6.0(b), 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 EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.

7.0 BREACH OF COORDINATION OBLIGATIONS

(a) Breach of Obligations. The Company or EGS shall be deemed to be in breach of its Coordination Obligations under the ICA upon its failure to observe any material term or condition of the ICA or the EGS Coordination Tariff, including any Rider thereof.

(b) Events of Breach. A material breach of Coordination Obligations hereunder shall include, but is not limited to, the following:

- (i) A breach of any section of the EGS Coordination Tariff;
- (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC;
- (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed;
- (iv) The involuntary bankruptcy or insolvency of EGS, including but not limited to, the appointment of a receiver, liquidator or trustee of EGS, or a decree by such a court adjudging EGS bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize EGS; or
- (v) 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 including, without limitation, EGS's admission in writing of its inability to pay its debts generally as they become due or its consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)

(c) Cure and Default. If either the Company or EGS materially breaches any of its obligations under the ICA or the EGS Coordination Tariff (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 ICA 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 said period and the Non-Breaching Party thereafter diligently pursues its rights upon Default as defined in paragraph 7.0(d).

(d) Rights Upon Default. Notwithstanding anything stated herein, upon the occurrence of any Default, the Non-Breaching party shall be entitled to (i) commence an action to require the Breaching party 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.

(e) Force Majeure. If either Party is rendered unable by any event of "Force Majeure" to carry out, in whole or in part, its obligations under this ICA, then, during the pendency of such Force Majeure event, but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent required. Force Majeure shall mean an event not anticipated as of the effective date, which is not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party) claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party, or third party, is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but not by way of limitation: acts of God, fire; civil disturbance; labor dispute or shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and changes in applicable laws, rules and regulations.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

8.0 TERMINATION OF AGREEMENT

(a) Termination. This Agreement will or may be terminated as follows:

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

(ii) The Company's Termination Rights upon Default by EGS. In the event of a Default by EGS, the Company may terminate this ICA between EGS and the Company by providing written notice to 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.

(b) Effect of Termination. Termination of this Agreement will have the same effect on EGS's Customers as EGS's discontinuance of supply to such Customers described in Section 13 of the EGS Coordination Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Default PLR Service pending its selection of another EGS.

(c) Survival of Obligations. Termination of this Agreement for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

9.0 ALTERNATIVE DISPUTE RESOLUTION

(a) 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 ICA or the EGS Coordination Tariff and/or the conduct of activities hereunder. EGS's point of contact for all information, operations, questions, and problems regarding obligations hereunder shall be _____ and the Company's web site.

(b) Internal Dispute Resolution Procedures. Any dispute between the Company and EGS under this ICA shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon) such dispute, by mutual agreement, may be referred to mediation in accordance with the procedures established by the American Arbitration Association or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.

(c) External Arbitration Procedures. If the amount in dispute is five hundred thousand dollars (\$500,000) or less, the arbitration initiated under this ICA shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator with 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 five hundred thousand dollars (\$500,000), each party shall choose one neutral arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days of their selection, select a third arbitrator to chair the arbitration panel. In any case, the arbitrators chosen shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

9.0 ALTERNATIVE DISPUTE RESOLUTION (CONT'D)

(d) Arbitration Decisions. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this SOP 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. § 7301 et seq.

(e) Costs. Each party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable.

(i) 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

(ii) A proportionate share of the cost of the single arbitrator jointly chosen by the parties

(f) 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.

(g) Rights Under the Pennsylvania Public Utility Code. Nothing in this Section shall restrict the rights of any party to file a complaint with the PUC under relevant provisions of the Pennsylvania Public Utility Code, if applicable.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

10.0 MISCELLANEOUS

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

(b) Gratuities to Employees. The Company's and EGS's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while in the employ of the Company or EGS.

(c) Assignment.

(i) This Agreement may not be assigned by either the Company or EGS without (a) any necessary regulatory approval, and (b) the consent of the other party, which consent shall not be unreasonably withheld.

(ii) Any assignment occurring in accordance with Paragraph 10.0(e)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to this ICA.

(d) Governing Law. To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This ICA and the performance of the parties' obligations hereunder are 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.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

10.0 MISCELLANEOUS (CONT'D)

If at any time during the term of this Agreement FERC, the PUC or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interest and/or expectations under the ICA 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 ICA. 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 this ICA, 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.

(e) Entire Agreement. This ICA, the EGS Coordination Tariff and any Riders hereto constitute the entire agreement between the parties with respect to the subject matter herein, superseding any previous oral or written communications, representations, undertakings, or agreements, and shall not be amended, modified, or changed, except as expressly provided herein and in writing mutually agreed upon and duly executed by the parties.

RIDER A (CONT'D)
INDIVIDUAL COORDINATION AGREEMENT RIDER

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

Wellsboro Electric Company

EGS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RIDER B
SCHEDULING COORDINATOR DESIGNATION RIDER

- 1.0** This Scheduling Coordinator Designation Rider, dated _____, is being submitted to Wellsboro Electric Company (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 ("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.

- 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. EGS hereby requests / does not request that Company utilize Scheduling Coordinator as the sole point of contact.
- 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 and the Individual Coordination Agreement ("ICA") entered into between EGS and the Company.

RIDER B (CONT'D)
SCHEDULING COORDINATOR DESIGNATION RIDER

- 6.0** The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Coordination Tariff and the ICA, 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: _____

RIDER B (CONT'D)
SCHEDULING COORDINATOR DESIGNATION RIDER

8.0 The EGS Coordination Tariff and ICA and any future modifications to these documents authorized under the Pennsylvania Public Utility Code are incorporated herein by reference and made a part hereof. All terms used, but not defined, in this Designation Rider shall have the meaning stated in the EGS Coordination Tariff and ICA.

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 Rider prepared by the EGS, including the terms and conditions of the EGS Coordination Tariff and ICA that are incorporated therein by reference.

Signature: _____

Name: _____

Title: _____

Date: _____

RIDER C – QUALIFIED ADVANCED METERS AND METER-RELATED DEVICES

(C)

Application: This Rider lists the advanced meters and meter-related devices that have been certified for use in the Company's service territory under the PUC's advanced meter procedures. To the extent a Customer and EGS fulfill the requirements of Rule 8.3.3 of this Tariff and the applicable PUC rules and procedures, the Company will install the advanced meters listed below upon request.

Advanced Meter Procedures: To the extent an EGS and Customer desire to measure the Customer's service via an advanced meter, this transaction will be handled consistent with applicable and appropriate PUC regulations regarding advanced metering. Written notification from both EGS and Customer is necessary to proceed with acquisition and installation of advanced metering. All net incremental costs incurred by the EDC in the acquisition, installation, reading and maintenance of the advanced meter will be the sole responsibility of the EGS or the Customer. Any advanced meter must be installed by the Company and will remain the property of the Company, consistent with PUC regulations. The Company will comply with all applicable PUC regulations regarding advanced metering, including the use of said meter as the Billing Meter.

Net Incremental Cost: The net incremental costs for acquisition and installation of the qualified advanced meters and meter-related devices approved for the Company's service territory are available in the Advanced Meter Catalog available from the PUC or at the Company's office.

(C)

(C) Indicates Change

RIDER C – QUALIFIED ADVANCED METERS AND METER-RELATED DEVICES (C)
 (continued)

Qualified Advanced Meters and Meter-Related Devices

NAME	Vectron	DCI Sentry	ITRON ERT	
MANUFACTURER	Schlumberger	General Electric	General Electric	
MODEL NUMBER	SV	1-70-S	1-70-S	
CAPABILITIES:				
Load Profile	X	X		
Remote Communication	X	X	X	
Pulse Output	X			
Password Protection	X	X	X	
Bi-Directional				
Multiple Callout	X			
Outage Notification		X		
Power Quality	X	X		
Reactive	X			
Loss Compensation				
Other				
CUSTOMER CLASSES:				
Residential		X	X	
Industrial	X			
Commercial	X			

GENERAL COMMENTS

1. Additional charges for services related to advanced capabilities may be charged to customers as appropriate.
2. Contact Name & Number for Meter Service questions: Robert S. McCarthy 570-724-3516.

(C) Indicates Change