

## **WELLSBORO ELECTRIC COMPANY**

---

Electric Generation Supplier Coordination Tariff

Issued November 2, 2015

Effective November 3, 2015

Tariff Electric Pa. P.U.C. No. 2S cancels and supersedes Wellsboro Electric Company's existing Tariff Electric Pa. P.U.C. No. 1S, and all supplements thereto, on file with the Pennsylvania Public Utility Commission.

Filed in compliance with the Pennsylvania Public Utility Commission's Opinion and Order entered on October 19, 2015, at Docket No. R-2015-2480807.

Issued by: Craig Eccher, President and Chief Executive Officer  
Wellsboro Electric Company  
33 Austin Street  
Wellsboro, PA 16901

---

**TABLE OF CONTENTS**

	<u>PAGE</u>	
Title Page .....		Supplement No. 5 to Tariff Electric Pa. P.U.C. No. 2S (C)
Table of Contents .....	2,3,4	First Revised (C)
Definition Of Terms And Explanation Of Abbreviations .....	5,6,7,8,9,10	First Revised (C)
1. <b>TARIFF PROCEDURES</b> .....	11	First Revised (C)
1.1     Posting .....	11	First Revised (C)
1.2     Revisions .....	11	First Revised (C)
1.3     Application .....	11	First Revised (C)
1.4     Rules and Regulations .....	11	First Revised (C)
1.5     Use of Riders .....	11	First Revised (C)
1.6     Statement by Agents .....	11	First Revised (C)
2. <b>SCOPE AND PURPOSE</b> .....	12	First Revised (C)
2.1     Scope and Purpose of Tariff .....	12	First Revised (C)
2.2     Applicability of Terms to Scheduling Coordinators .....	12	First Revised (C)
3. <b>COMMENCEMENT OF THE COMPANY/EGS COORDINATION</b> .....	13	First Revised (C)
3.1     Registration for Coordination Services .....	13	First Revised (C)
3.2     Incomplete Registrations .....	13	First Revised (C)
3.3     Processing of Registrations .....	13	First Revised (C)
3.4     Grounds for Rejecting Registration .....	14	First Revised (C)
3.5     Credit Review .....	14	First Revised (C)
3.6     Notice of Rejection of Registration .....	14	First Revised (C)
3.7     Offer of Conditional Acceptance of Registration .....	15	First Revised (C)
3.8     Approval of Registration .....	15	First Revised (C)
3.9     Identification Numbers .....	15	First Revised (C)
3.10    Commencement of Coordination Services .....	15	First Revised (C)
4. <b>COORDINATION OBLIGATIONS</b> .....	16	First Revised (C)
4.1     Provision of Coordination Services .....	16	First Revised (C)
4.2     Timeliness and Due Diligence .....	16	First Revised (C)
4.3     Duty of Cooperation .....	16	First Revised (C)
4.4     License .....	16	First Revised (C)
4.5     Energy Procurement .....	16	First Revised (C)
4.6     ISO/PJM Services and Obligations .....	16	First Revised (C)
4.7     AEPS Compliance .....	16	First Revised (C)
4.8     Energy Scheduling .....	16	First Revised (C)
4.9     Reliability Requirements .....	16	First Revised (C)
4.10    Determination of Load and Location .....	17	First Revised (C)
4.11    Supply of Data .....	17	First Revised (C)
4.12    Communication Requirements .....	17	First Revised (C)
4.13    Record Retention .....	18	First Revised (C)
4.14    Payment Obligation .....	18	First Revised (C)
4.15    Standards of Conduct and Disclosure for Licensed EGSs .....	18	First Revised (C)

**TABLE OF CONTENTS (continued)**

	<u>PAGE</u>	
5.		DIRECT ACCESS PROCEDURES .....19 First Revised (C)
		5.1 Customer Eligibility .....19,20 First Revised (C)
		5.2 Switching Suppliers .....20,21,22,23 First Revised (C)
		5.3 Provisions Relating to EGS's Customers .....23 First Revised (C)
		5.4 Customer Complaint Resolution .....23 First Revised (C)
6.		LOAD FORECASTING .....24 First Revised (C)
		6.1 Forecasting Methodology.....24 First Revised (C)
		6.2 Monthly Metered Customer Forecasts .....24 First Revised (C)
		6.3 Street Lighting (Unmetered) Customer Forecasts.....24 First Revised (C)
		6.4 Right to Aggregate .....24 First Revised (C)
		6.5 Partial Purchase From Company Prohibited .....24 First Revised (C)
7.		LOAD SCHEDULING .....25 First Revised (C)
		7.1 Load Schedules.....25 First Revised (C)
		7.2 Day After Load Settlement .....25 First Revised (C)
		7.3 Load Management .....25 First Revised (C)
8.		RECONCILIATION SERVICE .....26 First Revised (C)
		8.1 General Description .....26 First Revised (C)
		8.2 Reconciliation Process .....26 First Revised (C)
		8.3 Meter Data Collection and Reconciliation .....26 First Revised (C)
		8.4 Advanced Metering .....26 First Revised (C)
9.		UTILIZATION OF SCHEDULING COORDINATORS .....27 First Revised (C)
		9.1 Participation Through a Scheduling Coordinator.....27 First Revised (C)
		9.2 Designation of a Scheduling Coordinator .....27 First Revised (C)
		9.3 Change in or Termination of Scheduling Coordinator .....27 First Revised (C)
		9.4 Primary Obligations of a Coordinated Supplier .....27 First Revised (C)
10.		CONFIDENTIALITY OF INFORMATION .....28 First Revised (C)
		10.1 Generally .....28 First Revised (C)
		10.2 Customer Information.....28 First Revised (C)
		10.3 Breach of Confidentiality .....28 First Revised (C)
11.		PAYMENT AND BILLING.....29 First Revised (C)
		11.1 Customer Billing by the Company .....29,30 First Revised (C)
		11.2 EGS Payment of Obligations to the Company .....31,32 First Revised (C)
		11.3 Customer Supply Charge Billing by EGS .....32 First Revised (C)
		11.4 Billing for Supplier Obligations to Other Parties .....32 First Revised (C)
		11.5 EGS Tax Indemnification .....32 First Revised (C)

**TABLE OF CONTENTS (continued)**

	<u>PAGE</u>
12. WITHDRAWAL BY EGS FROM RETAIL SERVICE .....	33 First Revised (C)
12.1 Notice of Withdrawal to the Company .....	33 First Revised (C)
12.2 Notice to Customers.....	33 First Revised (C)
12.3 Costs for Noncompliance .....	33 First Revised (C)
13. EGS'S DISCONTINUANCE OF SERVICE TO CUSTOMERS .....	34 First Revised (C)
13.1 Notice of Discontinuance to the Company .....	34 First Revised (C)
13.2 Notice to Customers.....	34 First Revised (C)
13.3 Effective Date of Discontinuance .....	34 First Revised (C)
14. CHARGES .....	35 First Revised (C)
14.1 EDI Testing and Monthly Fees .....	35 First Revised (C)
14.2 Technical Support and Assistance Charge .....	35,36 First Revised (C)

Rider A: Individual Coordination Agreement Rider

Rider B: Scheduling Coordinator Designation Rider

Rider C: Individual Coordination Agreement Rider – Short Form for Brokers/Marketers

## DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

Agent(s) – Third party(s) that the Company hires or arranges with to provide all or portions of the Coordination Services under this Tariff. Currently, the Company's Agent is ACES Power Marketing, LLC (www.acespower.com).

AEPS or Alternative Energy Portfolio Standards – The obligations pursuant to the Alternative Energy Portfolio Standards Act of 2005, 73 P.S. §§ 1648.1 – 1648.8, as amended from time to time, which requires each EDC and EGS to procure a percentage of the electric energy sold to retail customers from alternative energy sources.

Bad Credit – An EGS has bad credit if it is insolvent (as evident by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due) or has failed to pay Company invoices as they become due on two (2) or more occasions within the last twelve billing cycles.

Business Day(s) – Any day except a Saturday, Sunday or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. EPT and close at 5:00 p.m. EPT.

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 that is billable by the Company to an EGS under this Tariff.

Company – Wellsboro Electric Company.

Company's Retail Tariff or Wellsboro Electric Company Retail Tariff – Company's PUC-approved Tariff Electric-Pa. P.U.C. No. 8, including all supplements, amendments and riders thereto, as amended from time to time, setting forth the rates, rules and regulations for end-use customers in Company's service territory and any successor document thereto.

Competition Act or 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, transmission, capacity, ancillary services, and all other related services provided by an EGS.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

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 EGS that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the ISO/PJM.

Current EGS – The EGS at the time of the Customer contract.

Confirmation Letter – A letter from the Company alerting the customer to a change in service from or to an EGS. The letter will provide pertinent information about the EGS and will direct the customer to contact the EGS with questions and concerns.

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

Customer – A purchaser of electric power in whose name a service account exists with the EDC and/or an EGS. In addition, the term includes future purchasers that have established a service account and all persons authorized to act on a Customer's behalf. Any person, partnership, association or corporation receiving Default PLR Service or Competitive Energy Supply from an EGS in accordance with the Competition Act.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

Delivery Points – The points where Company's distribution system interconnects with PJM.

Direct Access – The right of EGSs 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.

DSP or Default Service Provider – The entity that provides Default PLR service in the Company's service territory. The DSP is the Company.

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.

EDC or Electric Distribution Company – The public utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners/operators that manage the internal distribution system serving such building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

EDEWG or Electronic Data Exchange Working Group – The Pennsylvania Public Utility Commission working group created to establish and review standards and provide approved Internet based EDE data transaction sets in support of the Pennsylvania retail market place.

EDI or Electronic Data Interchange – The Internet based electronic transport of electronic data utilizing approved EDEWG transaction sets and the North American Energy Standards Board (NAESB) Internet delivery mechanism.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

EGS or Electric Generation Supplier – A person or corporation, including municipal corporations which 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 sell to end-use customers electricity or related services using the jurisdictional transmission and distribution facilities of an EDC, or that purchase, broker, arrange or market electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC. 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 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 one-twelfth (1/12) of a year, or the period of approximately 30 days between two (2) regular consecutive readings of the Company's meter(s) installed on the Customer's premises.

ICA – Individual Coordination Agreement between the Company and the EGS, including either the ICA in Rider A or the Short Form ICA in Rider C.

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 PJM Interconnection, L.L.C., or any successor.

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

LSE or Load Serving Entity – 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-use customers located within the ISO/PJM.

---

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

LMP or Locational Marginal Price – 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 PJM OATT, or its equivalent.

MW or Megawatt – One thousand (1000) 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 thirty (30) days between two (2) regular consecutive readings of the Company's meter(s) installed on the Customer's premises.

Net Incremental Cost – The difference between the costs associated with standard meters and those with advanced capabilities. The cost 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.

PLC or Peak Load Contribution – Determination of the capacity peak load contribution (PLC) to calculate the weather normalized unrestricted capacity obligation (UCAP) for Wellsboro Electric Company's load responsibility within PJM. Each individual customer allocation is determined by its hourly PLC to the 5 highest daily peak loads (5 CP) on the PJM system June 1 through September 30. The Company determines the PLC using the individual hourly customer contribution to the 5 CP (adjusted for losses) plus a reconciliation factor to equal the total PLC for its PJM obligation.

PJM OATT or PJM Open Access Transmission Tariff – The tariff providing transmission service within the PJM Control Area and the PJM West Region, including any schedules, appendices or exhibits attached thereto, as in effect from time to time, or any successor documents thereto.

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (continued)**

PJM Operating Agreement – The agreement titled "Operating Agreement of the PJM Interconnection, L.L.C.," dated April 1, 1997, and as amended and restated June 2, 1997, and as amended from time to time thereafter, among the members of the PJM.

PJM RAA or PJM Reliability Assurance Agreement – The agreement titled "Reliability Assurance Agreement among Load Serving Entities in the PJM Control Area" dated June 2, 1997, and as amended from time to time, establishing obligations, standards and procedures for maintaining the reliable operation of the PJM Control Area.

PPL – PPL, Inc., PPL Electric Utilities Corporation and all affiliates thereto, including any successors that function as the zonal transmission owner for the PJM zone in which Company's service territory is located.

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 of one or more EGSs that are members of the ISO/PJM.

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

Selected EGS – The EGS from which the Customer seeks new electric generation supply service.

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 – Energy, capacity, transmission service, and transmission losses to the Delivery Points, and ancillary services.

---

**1. TARIFF PROCEDURES**

- 1.1 Posting. A copy of this Tariff, which comprises the Charges, Rules and Regulations and Riders under which the Company will provide Coordination Services to EGS is on file and open to inspection at the Company's Office as well as the Company's Internet site at [www.wellsboroelectric.com](http://www.wellsboroelectric.com). A copy will be supplied to an EGS upon request.
- 1.2 Revisions. The Company may revise, amend, supplement, or otherwise change this Tariff from time to time as necessitated by system integrity and reliability or revisions in accordance with relevant PUC requirements. Such changes, when effective, shall have the same force as the present Tariff.
- 1.3 Application. This Tariff applies to all EGSs providing Competitive Energy Supply to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an ICA as required herein. In addition, the Charges herein shall apply to anyone receiving Coordination service fraudulently, unlawfully or unauthorized.
- 1.4 Rules and Regulations. The Rules and Regulations in the Tariff are a part of every ICA entered into by the Company and govern all Coordination activities, unless specifically modified by a Charge or Rider provision.
- 1.5 Use of Riders. The terms governing the supply of Coordination Services under this Tariff or a Charge therein may be modified from time to time unilaterally by the Company as necessitated by system integrity and reliability or revisions in relevant PUC requirements.
- 1.6 Statement by Agents. No Company representative has authority to modify these procedures or to bind the Company by any promise or representation contrary thereto.

**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 to ensure 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.

**3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION**

- 3.1 Registration for Coordination Services. In accordance with the notice procedures set forth in Section 4.0 of the ICA, EGS must deliver to the Company a completed registration for Coordination Services, consisting of the following:
- (a) The ICA, fully executed in duplicate by a duly authorized representative of EGS;
  - (b) Intentionally omitted;
  - (c) Intentionally omitted;
  - (d) Any registration, processing or EDI testing fee set forth in Section 14 Charges of this Tariff;
  - (e) Registration provides authority for the Company to conduct a background credit check on the EGS; and
  - (f) For an EGS that plans to use Company Consolidated Billing (Rate Ready Option), a copy of the EGS's rate calculations in which the rate charges to be billed to the customer is provided to the Company.
- 3.2 Incomplete Registrations. In the event EGS submits an incomplete registration, the Company shall provide written or electronic notice to EGS of the registration's deficiencies within ten (10) Business Days after the date the Company receives the initial 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 within ten (10) Business Days after the date the Company receives the initial registration. The Company shall approve all completed registrations unless grounds for rejecting the registration exist, as defined below.

---

**3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION (continued)**

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

- (a) EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services or other services from the Company;
- (b) After notification by the Company that a registration is incomplete under Section 3.2, EGS has failed to submit a revised and 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 its license in good standing with the PUC; or
- (d) EGS has failed to comply with credit requirements as specified in the Tariff.

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

- (a) The EGS' ability to pay the applicable Supplier Coordination, Administrative and Technical Assistance Charges, rebilled amounts from Company consolidated billing after customers have switched to dual billing, and/or any applicable penalties or charges in the Tariff; and
- (b) Any other Charges, fees, or penalties authorized by the PUC and payable to the Company.

In the event an EGS does not qualify for unsecured credit, or PJM issues a credit advisory with respect to the EGS, the Company may request that the EGS post credit in an amount determined by the Company to cover the Company's projected monetary exposure if the EGS becomes bankrupt or otherwise fails to adhere to its obligations to serve its customers.

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

---

**3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION (continued)**

- 3.7 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, 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.
- 3.8 Approval of Registration. Upon approval of a registration, 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. As required by PUC Rules and Regulations, the registration will only begin and be approved with the EGS having first received a license from the Pennsylvania PUC.
- 3.9 Identification Numbers. Upon approval of a registration, the Company will assign a supplier identification number to EGS to be used in subsequent information exchange between EGS and the Company. The Company may also assign to the EGS identification numbers and/or be provided a "specific" name for the subaccount to be utilized within PJM's Customer Account Management subaccounts (CAM) for coordination with the submission and/or confirmation of load schedules serving load in the Company's service territory.
- 3.10 Commencement of Coordination Services. Coordination Services shall commence within fifteen (15) days after approval of the registration provided that: (i) all of the information necessary for the Company to provide Coordination Services has been provided to the Company; and (ii) any conditions required under Section 3.6 have been satisfied by EGS.

---

**4. COORDINATION OBLIGATIONS**

- 4.1 Provision of Coordination Services. The Company shall provide all Coordination Services necessary for the delivery of EGS's Supply to serve retail access load located within the Company's service territory. The Company may employ the services of an Agent(s) to provide certain Coordination Services, including, but not necessarily limited to, load forecasting, load scheduling, reconciliation, and payment and billing as set forth in Sections 6-8. EGS will comply with the applicable requirements of the Company or its Agent(s) for the provision of those Coordination Services
- 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 Access.
- 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 and delivering Competitive Energy Supply to the Delivery Points in a quantity sufficient to serve its Customers, plus transmission and distribution losses as shown for each customer account on the ECL and as published on the supplier portion of the Company's web site.
- 4.6 ISO/PJM Services and Obligations. EGS is responsible for procuring those services provided by the ISO/PJM, including, but not limited to capacity, 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 AEPS Compliance. EGS is responsible for procuring physical energy or credits as necessary to meet the AEPS compliance obligations for Supply delivered to its Customer(s), and demonstrating its compliance to the appropriate monitoring and enforcement organizations.
- 4.8 Energy Scheduling. EGS must make all necessary arrangements for scheduling the delivery of Supply through the ISO/PJM. The Company or its Agent(s) shall assist in that process as set forth in Section 7.
- 4.9 Reliability Requirements. EGS shall satisfy those reliability requirements issued by the PUC or any other governing reliability council with authority over EGS.

---

**4. COORDINATION OBLIGATIONS (continued)**

- 4.10 Determination of Load and Location. The Company and/or the Company's Agent(s) 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 Peak Service Load Contribution (Transmission), a PLC (Capacity), and any other requirements under the applicable ISO/PJM Tariff.
- 4.11 Supply of Data. The Company or its Agent(s) and EGS shall supply to each other all data, materials or other information specified in this Tariff, in a thorough and timely manner. In no event should this require the exchange of proprietary or confidential information. To the extent Company or Company's Agent(s) does not have the requested information readily available, the information will be provided only if EGS agrees to pay the cost of compiling the data.
- 4.12 Communication Requirements. All e-mail communications with the Company shall be to wellsboroelectric.com. EGS must be equipped with the following communications capabilities:
- Internet e-mail, including the capability to receive attachments;
  - Internet browser for access to the Company's or its Agent(s) web sites 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.
- 4.12.1 Company Suspension of Electronic Data Exchange and Internet Protocol Selection Obligations. By PUC Order issued November 19, 1999, at Docket No. M-00960890 F0015, the Company's obligation to comply with the PUC's requirements regarding electronic data exchange and Internet protocol selection have been suspended until 25% of the Company's customers receive supply from EGSs.
- 4.12.2 If the Company implements electronic data exchange, the EGS will be requested to comply with the Internet File Transfer Protocol and EDI guidelines as established by the PUC EDEWG and approved by the PUC.
- (a) As part of the implementation of the EDI transaction sets by the Company, the EGS will be requested to submit to an EDI test plan established by the Company. The EGS will be required to comply with and meet the requirements of the plan in order for it to remain eligible to serve retail customers in the Company's service territory.
  - (b) EGS shall be required to pay any EDI testing and transaction fees set forth in Section 14 Charges.

**4. COORDINATION OBLIGATIONS (continued)**

- 4.13 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.
- 4.14 Payment Obligation. The provision of Coordination Services to EGS by the Company or its Agent(s) is contingent upon EGS's payment of all Charges provided for in this Tariff.
- 4.15 Standards of Conduct and Disclosure for Licensed EGSs. The PUC's Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

---

**5. DIRECT ACCESS PROCEDURES**

5.1 Customer Eligibility. All Customers are eligible to obtain Competitive Energy Supply in accordance with the Direct Access procedures set forth in this Tariff and the Rules and Regulations set forth in the Company's Retail Tariff.

5.1.1. Provision of Customer Data – Pre-Enrollment. The Company shall make available to all registered EGSs a password protected data file on the Company's web site that contains PUC authorized Customer information. The data file will be updated monthly.

The Eligible Customer List (ECL) Customer data file will contain the following:

1. ECL Revision Date
2. Customer Account Number
3. Customer Name
4. Service Address
5. Billing Address
6. Tariff Rate Class
7. Meter Read Cycle
8. Meter Read Date
9. Transmission/Capacity Obligation (PJM) (Future/Current)
10. Shopping Status (Y or N)
11. Interval Meter (Y or N)
12. Net Metering (Y or N)
13. Sales Tax Status (Y or N)
14. Loss Factor
15. Budget Billing Indicator (Y or N)

---

**5. DIRECT ACCESS PROCEDURES (continued)****5.1 Customer Eligibility. (continued)****5.1.1. Provision of Customer Data – Pre-Enrollment. (continued)****16. Historical Billing Data**

- a. Residential Accounts – 12 months historic kWh
- b. Commercial Accounts – 12 months historic kWh and 15 minute actual peak demand
- c. Industrial Accounts - 12 months historic kWh and 15 minute actual peak demand

**5.1.2 Provision of Customer Data – Post-Enrollment.** After the Customer has authorized the EGS to be its supplier, the EGS shall be entitled to all other Customer information, including, if available, payment history, and whether or not the Customer is on a budget billing plan or payment arrangement.

**5.2 Switching Suppliers.** Customer switching from Default PLR Service to an EGS or switching between EGSs shall occur in accordance with the procedures set forth in this Tariff and the Rules and Regulations set forth in the Company's Retail Tariff.

**5.2.1 Notice.** EGS must provide notice to its Customers, in the formats specified by the PUC, that by signing up for Competitive Energy Supply with EGS, the Customer is consenting to the disclosure by the Company to EGS of the information about the Customer, as listed in Section 5.1.2.

**5.2.2 Customer Contacts EGS.**

- (a) If a Customer contacts an EGS to request Supply, and the EGS agrees to serve the Customer, the Customer's EGS shall obtain authorization compliant with the PUC's requirements from the Customer indicating the Customer's choice of EGS. The authorization shall include the Customer's acknowledgment of the notice required by Section 5.2.1. It is EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.
- (b) The Customer's new EGS shall submit the Customer's information to the Company. After processing the enrollment, the Company will respond to EGS, indicating Customer enrollments or rejections, including the reason(s) for any rejection.

---

**5. DIRECT ACCESS PROCEDURES (continued)****5.2 Switching Suppliers. (continued)****5.2.2 Customer Contacts EGS. (continued)**

- (c) Within the next Business Day of accepting the Customer enrollment, the Company will send the Customer a Confirmation Letter.
- (d) Within three (3) Business Days of accepting the Customer enrollment, the Company will transfer the account to the Selected EGS.
- (e) The Company will notify the Customer's prior EGS or DSP of the discontinuance of service to the Customer, the final meter reading and the effective date.
- (f) If, in response to the Confirmation Letter, the Customer contracts the Company to dispute the change, the Company will advise the Customer to contact the EGS. If the Customer was purchasing Default PLR Service prior to the change, then the Company shall treat the contact as a request to return to Default PLR Service under Section 5.2.3.
- (g) Company reserves the right in its sole discretion to modify the Meter Read Date. To the extent Company exercises this right, it will provide appropriate written notice to Customer and EGS.

**5.2.3 Customer Contacts Company to Return to Default PLR Service.**

- (a) If a Customer contacts the Company to request a change from the current EGS back to the Company's Default PLR Service, the Company will transfer the account within three (3) Business Days of the request.
- (b) Within the next Business Day after the Customer's request, the Company will send a Confirmation Letter.
- (c) The Company will notify the Customer's prior EGS of the discontinuance of service to the Customer, the final meter reading, and the effective date.
- (d) Prior to processing any request to return to Default PLR Service, the Company will inform the Customer that there may be a cancellation penalty to cancel service with the current EGS.

**5. DIRECT ACCESS PROCEDURES (continued)**

5.2 Switching Suppliers. (continued)

5.2.4 Customer Contacts Company to Discontinue Electric Service.

- (a) If a Customer served by an EGS contacts the Company to discontinue electric service at its current location and initiates a request for electric service at a new location in the Company's service territory, the Company will ask the Customer whether it desires to continue receiving Supply from the current EGS at the new location.
  - i. If the Customer indicates that it desires to continue receiving Supply from the current EGS, then the Company will notify the EGS of the change in service address and account number.
  - ii. If the Customer indicates that it does not desire to continue receiving Supply from the current EGS, then the Company will notify the EGS of the Customer's request to discontinue service, the final meter reading, the effective date, and the Customer's new mailing address.
- (b) If a Customer served by an EGS contacts the Company to discontinue electric service and indicates it will be relocating outside of the Company's service territory, the Company will notify the current EGS of the discontinuance of service, the final meter reading, the effective date, and the Customer's new mailing address, if available. The service location will return to Default PLR Service pending a new customer enrollment.

**5. DIRECT ACCESS PROCEDURES (continued)**

5.2 Switching Suppliers. (continued)

5.2.5 EGS Contacts Company to Discontinue Competitive Energy Supply to Customer.

- (a) If an EGS contacts the Company to discontinue Supply to a Customer, the Company will send the Customer a Confirmation Letter notifying the Customer that EGS has requested to discontinue Supply. The account will be transferred from the EGS within three (3) Business Days.
- (b) The Company will notify the Customer's prior EGS of the discontinuance of service, the final meter reading and the effective date.
- (c) If the Customer disputes the validity of the EGS request to discontinue serving the account(s), then the Company shall inform the Customer to contact the prior EGS.

5.2.6 The Company shall notify EGS of any changes to Company Customer Account Numbers.

5.3 Provisions Relating to EGS's Customers.

5.3.1 Arrangements with EGS Customers. EGS shall be solely responsible for having 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.

5.3.2 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 or obligation to seek recourse directly from EGS's Customer for any Charges owed to the Company by EGS.

5.4 Customer Complaint Resolution. The Company will process all disputes in accordance with the PUC Regulations. The Company will 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. The EGS will provide all applicable and necessary information required to complete the Company's investigation within five (5) Business Days.

---

**6. LOAD FORECASTING**

- 6.1 Forecasting Methodology. The EGS will be responsible for developing its own load forecasts for its customers. The Company has hourly interval meters for most of its customers. Individual customer account hourly load data is currently available to each customer with an hourly meter through the Company's customer account access solution. Access to the data prior to enrollment via the Company's customer account access solution is available to the EGS through the individual customer consent and access.

Neither the Company nor its Agent(s) makes any warranties as to the accuracy or usefulness of the information and takes no responsibility for EGS's use of the information. Any use of the information by the EGS shall be at the EGS's sole risk and responsibility. 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. In no event shall the Company or its Agent(s) 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 Monthly Metered Customer Forecasts. The Company will make available to the EGS hourly profiles, losses and rate class of the Company's retail Customers which do not have hourly metering. The Company, at its discretion, may update, add or modify the load profiles for any or all Customer rate classes on a prospective basis.
- 6.3 Street Lighting (Unmetered) Customer Forecasts. The Company shall make available to the EGS hourly load profiles, losses and rate class of the Company's Street Lighting and Outdoor Lighting Customers which are unmetered.
- 6.4 Right to Aggregate. EGS may aggregate its Customers' loads; however, the Company does not permit aggregation of multiple accounts for billing purposes, except accounts that may qualify under the PUC's net metering regulations.
- 6.5 Partial Purchase From Company Prohibited. A Customer at a single metered location purchasing Supply from an EGS may not simultaneously purchase Default PLR Service from the Company.

---

**7. LOAD SCHEDULING**

- 7.1 Load Schedules. By 9:00 AM on PJM Business Days, the EGS will provide to Company and its Agent(s) an aggregate load forecast of its customer needs for the following day. This forecast shall be binding and identical to the demand bid subsequently submitted by the EGS to PJM for the same day. The EGS load schedule shall include the Company's distribution system losses and applicable transmission and other losses assessed by PPL as the zonal transmission owner, which are set forth in PPL's PUC-approved supplier tariff or FERC-approved tariff. Load forecasts for weekends and PJM Holidays shall be submitted by 9:00 AM the last Business Day prior.
- 7.2 Day After Load Settlement. The Company will aggregate the hourly loads of each EGS and send the preliminary aggregate meter data to PJM the Business Day after the Supply day in accordance with PJM procedures. These load schedules are based on the available actual hourly reads for the EGS's customers. These loads also include an adjustment for distribution and transmission losses. At the conclusion of the billing month, Company will submit the meter data to PJM for that calendar month with changes between the preliminary meter data and that of the final meter data. Data submittals are in accordance with PJM accounting deadlines and allowed bill reconciliation periods. The timing of such submittals may change from time to time.
- 7.3 Load Management. Company shall continue to operate its load control switches for purposes of its load management program.

---

**8. RECONCILIATION SERVICE**

- 8.1 General Description. The reconciliation of service accounts for mismatches between EGS's load schedule for serving its Customers and the energy that was actually used by those Customers. Reconciliation must occur once hourly meter data is available and confirmed, which generally occurs at the end of the billing month.
- 8.2 Reconciliation Process.
- 8.2.1 Reconciliation Obligations. The Company or its Agent(s) will assist EGS in accounting for reconciliation quantities in accordance with policies and procedures established by the Company or its Agent(s).
- 8.3 Meter Data Collection and Reconciliation. 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 Customer's monthly meter reading. The Company will aggregate hourly loads by EGS reflecting the energy consumed by all the EGS's Customers on a particular hour and day. The Company will calculate the difference between the day-after load schedule that was provided to PJM for the EGS pursuant to Section 7.2 and the actual metered usage for the EGS's aggregated load. These deviations will be determined on an hourly basis. The Company will submit this information to PJM who will then calculate the energy reconciliation amount based on the LMP. The PJM Reconciliation process will also calculate the reconciliation charges for ancillary services associated with actual energy usage billed by PJM. PJM will debit/credit the appropriate party in accordance with PJM procedures in the next monthly PJM bill.
- 8.4 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.

---

**9. UTILIZATION OF SCHEDULING COORDINATORS**

- 9.1 Participation Through a Scheduling Coordinator. If an EGS chooses not to interact directly with PJM for scheduling purposes, or cannot schedule directly with PJM because its schedules do not meet the requirements set by PJM for scheduling, EGS shall become a coordinated supplier by entering into a business arrangement with another EGS or other entity that can 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 and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, load scheduling, and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.
- 9.2 Designation of a Scheduling Coordinator. To designate a Scheduling Coordinator, EGS must provide the Company or its Agent(s), whichever is applicable, a completed Scheduling Coordinator Designation Form, included as a Rider to this Tariff, fully executed by both EGS and the Scheduling Coordinator. To the extent EGS requests that the Company bill the Scheduling Coordinator for EGS's charges under this Tariff, EGS will provide forms to the Company or its Agent(s). The Scheduling Coordinator Designation Form 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(s) (or both if applicable) 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 its Agent(s) less than ten (10) 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.

---

**10. CONFIDENTIALITY OF INFORMATION**

- 10.1 Generally. All confidential or proprietary information made available by the Company or its Agent(s) 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 or its Agent(s) prior authorization and/or consent.
- 10.2 Customer Information. EGS shall keep all Customer-specific information supplied by the Company or its Agent(s) 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 the Company or its Agent(s) shall be entitled to seek injunctive relief, in addition to any other remedies provided by law or in equity, in the event of such conduct by the EGS.

---

**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 Consolidated Billing for EGS. The Company will only bill price plans (Rate Ready) offered by EGS which are based on rate structures similar to those the Company employs for billing Default PLR Service or if the EGS provides a line item (bill ready) for the bill that equals the Customer's total aggregated Supply charges for the month (*i.e.*, bill ready charges). 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. For EGSs requesting bill ready billing, the billing detail files shall be provided by the Company within three (3) Business Days of the meter read date. For EGSs requesting rate ready billing, the billing detail files shall be provided by the Company within five (5) Business Days of the meter read date. 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 percentages 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.

---

**11. PAYMENT AND BILLING (continued)****11.1 Customer Billing by the Company. (continued)**

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 each Friday for payments cleared by the prior Friday, net of any amounts EGS may owe the Company, and subject to the following priority for any partial payments by Customers:

- (a) Deposits;
- (b) Balance due or the installment amount for a payment agreement for Fixed and Variable Distribution Service Charges;
- (c) Current Fixed and Variable Distribution Service Charges;
- (d) Balance due for prior charges for generation supply, if Company is providing Default Service;
- (e) Current charges for generation supply charges; and
- (f) Non-basic service charges.

11.1.5 EGS Billing Data. EGS shall provide all necessary data in its possession for the timely generation of bills. For EGSs utilizing bill ready billing, the EGS shall transmit the necessary data to the Company within two (2) Business Days of receiving the billing files pursuant to Section 11.1.2. 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.

11.1.7 Seriously Delinquent Accounts. Undisputed accounts that are ninety (90) days or three (3) 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 after receipt of the written request.

---

**11. PAYMENT AND BILLING (continued)**

- 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:
- 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 ACH 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 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 1 ½ % per month on the unpaid balance.
- 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. PAYMENT AND BILLING (continued)****11.2 EGS Payment of Obligations to the Company. (continued)**

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 Customer Supply Charge Billing by EGS. The EGS may elect to directly bill its Customers for Supply charges. Where EGS has elected to directly bill its Customers for Supply charges, the Company shall electronically transmit files of billing detail to EGS within three (3) Business Days of the meter read date. 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).

11.4 Billing for Supplier Obligations to Other Parties. The Company or its Agent(s) assumes no responsibility for billing between EGS and ISO/PJM, EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

11.5 EGS Tax Indemnification. If the Company becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 Pa. C.S. §§ 2806(g) and 2809(c), for Pennsylvania state taxes not paid by an EGS, the non-compliant EGS shall indemnify the Company for the amount of additional state tax liability imposed upon the Company by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Report Code of 1971 or Chapter 28 of Title 66.

**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 or its Agent(s) 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 in a manner consistent with the PUC's Rules and Regulations.
- 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 PJM or other third parties resulting from EGS non-performance.

**13. EGS'S DISCONTINUANCE OF SERVICE TO CUSTOMERS**

- 13.1 Notice of Discontinuance to the Company. EGS shall provide electronic notice to the Company or its Agent(s) 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 advanced notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PUC's rulings in Docket No. M-00960890 F0013 and any subsequent applicable PUC rulings. Notwithstanding the PUC's Regulations, the minimum advanced notice to any Customer shall be thirty (30) days.
- 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.

---

**14. CHARGES****14.1 EDI Testing and Monthly Fees.****14.1.1 Initial EDI Testing.**

Consolidated Billing	\$1,500
Dual Billing	\$1,000

**14.1.2 Monthly Fees for EDI Transaction Management Services for EGS Activity as LSE.**

\$0.125/meter/month – \$150.00 minimum/month

**14.2 Technical Support and Assistance Charge.**

**14.2.1 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 (3) general areas:

- (a) 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;
- (b) Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
- (c) 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.

**14. CHARGES (continued)**

14.2 Technical Support and Assistance Charge. (continued)

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

- (a) Normal daily forecasting and scheduling;
- (b) Standard automated processing of EGS data files by the Company;
- (c) Web site availability and access; and
- (d) Erroneous data communicated by the Company via the Company's web site.

14.2.3 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

**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") (individually referred to hereafter as "Party"; collectively, "Parties"). 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 (or Company acting through its Agent(s)), agrees to supply, and the EGS agrees to have the Company supply, any or all "Coordination Services" specified in the Company's Electric Generation Supplier Coordination Tariff ("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 Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

**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), is a signatory to the PJM Operating Agreement and the PJM RAA, and is in compliance with, and will continue to comply with, all obligations, rules and regulations, as established and interpreted by the PJM, 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.

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**1.0 REPRESENTATIONS AND WARRANTIES (CONT'D)**

- (b) The Company and the EGS each represent, warrant and covenant as follows:
  - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of 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 email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties or covenants in Section 1.0 of this ICA at such time that the EGS learns of any violations.

**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 Tariff and this ICA.

**3.0 TERM**

Coordination Services between the Parties will commence when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This ICA shall remain effective until terminated pursuant to Section 8.0.

**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 in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**5.0 INCORPORATION OF TARIFF**

The terms, conditions and definitions contained in the 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 Tariff.

**6.0 LIABILITY**

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the 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. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, 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. Neither the Company nor its Agent(s) is 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 or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any 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.
- (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.

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**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 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 Tariff; or
  - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC, or maintain membership in, and abide by, applicable PJM requirements; or
  - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
  - (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; or
  - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)**

- (c) Cure and Default. If either Party materially breaches any of its obligations under the ICA or the 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 is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) 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 (vi) 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 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 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 Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's 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 Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
  
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this ICA shall be referred to a designated senior representative of each of the impacted 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 within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds 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 ICA and Tariff, 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 Party to enforce any of the terms of this ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
  - (i) With the exception of changes in Company's Agent(s), this ICA may not be assigned by either Party without: (i) any necessary regulatory approval; and (ii) the consent of the other Party, which consent shall not be unreasonably withheld.
  - (ii) Any assignment occurring in accordance with Paragraph 10.0(c)(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 the 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.

If at any time during the term of this Agreement the 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 date such Notice is given, 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 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 Parties identified above have caused this ICA to be executed by their respective authorized officials.

**Wellsboro Electric Company**

\_\_\_\_\_

**EGS**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**APPENDIX A**

Notices shall be addressed to the Company and EGS as follows:

<u>Company</u>	<u>EGS</u>
<p><b><i>Billing Issues:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Billing Issues:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>
<p><b><i>Dispute Resolution:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Dispute Resolution:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>
<p><b><i>Other Matters:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Other Matters:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>

**RIDER A (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

**APPENDIX A (CONT'D)**

Supplemental Required Information

<u>General Information</u>	<u>Banking Information</u>
EGS Name:	Bank Name:
Federal Tax ID #:	Address 1:
State Tax ID#:	Address 2:
PA Sales Tax ID#:	Telephone:
DUNS+4 #:	Account Name:
PA PUC#:	Account #:
PJM Customer Identifier:	ABA ACH#:

Dated: \_\_\_\_\_.

**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 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 [circle one:] **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 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 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 e-mail: \_\_\_\_\_

**To the Scheduling Coordinator:**

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

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

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

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

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

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

**RIDER B (CONT'D)**

**SCHEDULING COORDINATOR DESIGNATION RIDER**

**8.0** The EGS 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 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 Tariff and ICA that are incorporated therein by reference.

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

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

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

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

**RIDER C**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

This Short Form Individual Coordination Agreement ("Short Form ICA"), dated \_\_\_\_\_ is entered into, by and between Wellsboro Electric Company (the "Company") and \_\_\_\_\_ ("EGS") (individually referred to hereafter as "Party", collectively, "Parties"). 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 Short Form ICA, the Company (or Company acting through its Agent(s)), agrees to provide, and the EGS agrees to have the Company provide, access to customer information pursuant to Section 5 of the Company's Electric Generation Supplier Coordination Tariff ("Tariff"). Execution of this Short Form ICA shall not entitle EGS to any other "Coordination Services" under the Tariff. EGS also agrees to otherwise abide by the terms, conditions, and requirements specified in this Short Form ICA, the Tariff and any Riders issued thereto, including any modifications subsequently enacted by the Company.

**1.0 REPRESENTATIONS AND WARRANTIES**

- (a) The EGS hereby represents, warrants and covenants as follows:
  - (i) The EGS is licensed by the PUC to provide Competitive Energy Supply to Customers in Pennsylvania as a broker/marketer, and has and will continue to satisfy all other PUC requirements applicable to EGSs.
  - (ii) EGS will not take title to energy on behalf of Customers.
- (b) The Company and the EGS each represent, warrant and covenant as follows:
  - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with, or result in, a breach of any of the following: (i) the Party's charter documents, bylaws or any indenture, mortgage, other agreement or instrument; or, (ii) 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 Short Form 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 email, with a copy delivered pursuant to overnight mail, of any violation of the representations, warranties and covenants in Section 1.0 of this Short Form ICA at such time that the EGS learns of any violations.

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**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 Tariff and this Short Form ICA.

**3.0 TERM**

The EGS will be given access to customer information pursuant to Section 5 of the Tariff when Company confirms that the EGS has submitted a complete registration, including the Supplemental Required Information in Appendix A. This Short Form ICA shall remain effective until terminated pursuant to Section 8.0.

**4.0 NOTICES**

- (a) Notices. Unless otherwise stated herein, any Notice contemplated by this Short Form ICA shall be in writing and shall be given to the other party at the addresses stated in Appendix A below. If given by email, Notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by same-day or overnight delivery. If sent by same-day or overnight delivery service, Notice shall be deemed given on the day of delivery.
- (b) Addresses. Appendix A sets forth the contacts for Notices and other communications between the Company and EGS. Appendix A may be changed by either Party by transmitting a revised, dated copy to the other Party.

**5.0 INCORPORATION OF TARIFF**

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

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**6.0 LIABILITY**

- (a) General Limitation on Liability. Neither the Company nor its Agent(s) shall have any duty or liability with respect to electric energy before it is delivered by EGS to the 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. Neither the Company nor its Agent(s) guarantees continuous, regular and uninterrupted supply of service. In addition to unplanned service interruptions, 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. Neither the Company nor its Agent(s) is 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 or its Agent(s) direct control.
- (c) Additional Limitations on Liability in Connection With Direct Access. Other than its duty to deliver electric energy and capacity, neither the Company nor its Agent(s) shall have any 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.
- (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.

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**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 Short Form ICA upon its failure to observe any material term or condition of the Short Form ICA or the 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 Tariff; or
  - (ii) EGS's failure to maintain license or certification as an electric generation supplier or electricity supplier from the PUC; or
  - (iii) EGS's failure to make payment to the Company of any undisputed charge in the time prescribed; or
  - (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; or
  - (vi) Failure to meet or comply with the EDI requirements as set forth in the Company's EDI Compliance test plan.

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**7.0 BREACH OF COORDINATION OBLIGATIONS (CONT'D)**

- (c) Cure and Default. If either Party materially breaches any of its obligations under the Short Form ICA or the 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 Short Form 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 Short Form 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 is not limited to: (i) acts of God, fire; (ii) civil disturbance; (iii) labor dispute or shortage; (iv) sabotage; (v) 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 (vi) changes in applicable laws, rules and regulations.

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**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 Short Form ICA 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 Short Form ICA 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 Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive Company's Default PLR Service pending its selection of another EGS.
- (c) Survival of Obligations. Termination of this Short Form ICA for any reason shall not relieve the Company or EGS of any obligation accrued or accruing prior to such termination.

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**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 Short Form ICA or the Tariff and/or the conduct of activities hereunder. EGS's point of contact at the Company for all information, operations, questions, and problems regarding obligations hereunder shall be specified in Appendix A.
- (b) Internal Dispute Resolution Procedures. Any dispute between the Parties under this Short Form ICA shall be referred to a designated senior representative of each of the impacted 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 Short Form ICA shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration, the Parties shall request the American Arbitration Association to appoint a single neutral arbitrator. If the amount in dispute exceeds 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 C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**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 Short Form ICA and Tariff, 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 C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**10.0 MISCELLANEOUS**

- (a) No Prejudice of Rights. The failure by either Party to enforce any of the terms of this Short Form ICA or the Tariff shall not be deemed a waiver of the right of either to do so.
- (b) Gratuities to Employees. The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.
- (c) Assignment.
  - (i) With the exception of changes in Company's Agent(s), this Short Form ICA may not be assigned by either Party 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(c)(i) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the Parties to this Short Form ICA.
- (d) Governing Law. To the extent not subject to the exclusive jurisdiction of the FERC, the formation, validity, interpretation, execution, amendment, and termination of this Short Form ICA shall be governed by the laws of the Commonwealth of Pennsylvania.

This Short Form 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.

If at any time during the term of this Agreement the 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 Short Form 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 Short Form ICA. Within thirty (30) days from the date such Notice is given, 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 Short Form 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 Short Form ICA, the 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 C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**IN WITNESS WHEREOF**, and intending to be legally bound thereby, the Parties identified above have caused this Short Form ICA to be executed by their respective authorized officials.

**Wellsboro Electric Company**

\_\_\_\_\_ **EGS**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**APPENDIX A**

Notices shall be addressed to the Company and EGS as follows:

<u>Company</u>	<u>EGS</u>
<p><b><i>Billing Issues:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Billing Issues:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>
<p><b><i>Dispute Resolution:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Dispute Resolution:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>
<p><b><i>Other Matters:</i></b> Craig Eccher President and Chief Executive Officer Wellsboro Electric Company P.O. Box 138 33 Austin Street Wellsboro, PA 16901 Tel. No. 570-724-3516 Email: ceccher@ctenterprises.org</p>	<p><b><i>Other Matters:</i></b> Name Title EGS Street City, State, Zip Tel. No. Email:</p>

**RIDER C (CONT'D)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER –  
SHORT FORM FOR BROKERS/MARKETERS**

**APPENDIX A (CONT'D)**

Supplemental Required Information

<u>General Information</u>	<u>Banking Information</u>
EGS Name:	Bank Name:
Federal Tax ID #:	Address 1:
State Tax ID#:	Address 2:
PA Sales Tax ID#:	Telephone:
DUNS+4 #:	Account Name:
PA PUC#:	Account #:
PJM Customer Identifier:	ABA ACH#:

Revised and Dated: \_\_\_\_\_.