

**UGI UTILITIES, INC. – ELECTRIC DIVISION**

**ELECTRIC GENERATION SUPPLIER  
COORDINATION TARIFF**

Issued: October 26, 2018

Effective: For Service Rendered  
on and after October 27, 2018.  
Filed in Compliance with the  
order of Pennsylvania Public  
Utility Commission, entered on  
October 25, 2018 at Docket No.  
R-2017-2640058.

Issued by:  
Paul J. Szykman  
Chief Regulatory Officer  
2525 North 12<sup>th</sup> Street, Suite 360  
P.O. Box 12677  
Reading, PA 19612-2677

---

**NOTICE**

---

**LIST OF CHANGES MADE BY THIS TARIFF**

---

## TABLE OF CONTENTS

	<u>Page(s)</u>
List of Changes Made By This Tariff .....	2
Table of Contents .....	3
Definition of Terms and Explanation of Abbreviations .....	4 - 7
Rules and Regulations:	
1. The Tariff.....	8
2. Scope and Purpose of Tariff.....	9
3. Commencement of EDC/EGS Coordination .....	10 - 11
4. Coordination Obligations .....	12 - 14
5. Direct Access Procedures .....	15 - 18
6. Load Forecasting .....	19 - 21
7. Load and Capacity Scheduling.....	22
8. Monthly System Supply/Usage Reconciliation and Balancing .....	23
9. Utilization of Scheduling Coordinators.....	24
10. Meter Installation.....	25
11. Meter Reading and Metering Data.....	26
12. Payment and Billing .....	27 - 30
13. Confidentiality of Information .....	31
14. Withdrawal by EGS from Retail Service .....	32
15. EGS's Discontinuance of Customers.....	33
16. Liability .....	34
17. Breach of Coordination Obligations .....	35
18. Termination of Individual Coordination Agreement .....	36
19. Miscellaneous .....	37 - 38
Riders:	
1. Individual Coordination Agreement Rider .....	39 - 42
2. Scheduling Coordinator Designation Form .....	43 - 46

## DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

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

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

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

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

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

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

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

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

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

**Coordination Services Charges** - all Charges stated in this Tariff that are billed by the Company for Coordination Services performed hereunder.

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

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

**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 Commission. To determine whether an EGS is creditworthy, the Company will evaluate the EGS's record of paying Company charges, and may also take into consideration the EGS's credit.

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

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

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

**EDC Tariff** - the Company's Electric Service Tariff, denominated Electric Pa. P.U.C. No. 5.

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

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

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

**EDEWG** - the Commission's Electronic Data Exchange Working Group.

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

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

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

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

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

**Load Serving Entity or "LSE"** - an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users located within the PJM Control Area.

**Locational Marginal Price or "LMP"** - the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM Open Access Transmission Tariff.

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

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

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

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

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

**The Company** - UGI Utilities, Inc. - Electric Division

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

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

**PJM InSchedule System** - software program administered by the PJM OI through which energy load schedules may be submitted., or any successor system.

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

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

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

**PLR Service** - Provider of Last Resort Service.

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

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

## RULES AND REGULATIONS

### 1. THE TARIFF

- 1.1 Filing and Posting.** A copy of this Tariff, which comprises the Charges, Rules, and Regulations and Riders under which the Company will provide coordination Services to EGSs, is on file with the Commission and is posted and open to inspection at the offices of the Company.
- 1.2 Revisions.** This Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.
- 1.3 Application.** The Tariff provisions apply to all EGSs providing Competitive Energy Supply to Customers located in the Company's service territory including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an Individual Coordination Agreement as required herein. In addition, the Charges herein shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.4 Rules and Regulations.** The Rules and Regulations, filed as part of this Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities, unless specifically modified by a Charge or Rider provision. The obligation imposed by EGSs in the Rules and Regulations shall apply as well to everyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.5 Use of Riders.** The terms governing the supply of Coordination Services under this Tariff or a Charge therein may be modified or amended only by the application of those standard Riders, filed as part of this Tariff.
- 1.6 Statement by Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

## **RULES AND REGULATIONS (continued)**

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

- 2.1 Scope And Purpose Of Tariff.** This Tariff establishes rules for EGSs seeking to deliver competitive energy supply to Customers using the Company's electric distribution facilities.
- 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 the Scheduling Coordinator by the EGS.
- 2.3 FERC Jurisdictional Matters.** The inclusion of FERC jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Commission. Further, to the extent anything stated herein conflicts or is inconsistent with any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, then such FERC rule, regulation, order or determination or provision of the Federal Power Act shall control. To the extent required under any provision of the Federal Power Act, or any rule, regulation, order or determination of the FERC under the Federal Power Act, the Company shall secure, from time to time, all orders, approvals and determinations from the FERC necessary to implement this Tariff.

---

## RULES AND REGULATIONS (continued)

### 3. COMMENCEMENT OF EDC/EGS COORDINATION

- 3.1 Registration.** An EGS seeking to deliver competitive energy supply through the Company's electric distribution facilities must provide the Company with the following registration information in addition to signing a confidentiality agreement associated with the customer information available to an EGS through the Company's Internet Web page:
- (a) written evidence that the EGS or, to the extent applicable, its Scheduling Coordinator, is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection, L.L.C., or their successors, if any;
  - (b) the EGS's Pennsylvania sales tax identification number;
  - (c) an individual Coordination Agreement, as contained in a Rider hereto, fully executed by an authorized representative of the EGS and Scheduling Coordination Designation form, if applicable; and
  - (d) the name, mailing address, telephone number, fax number, and e-mail address of the EGS's contact person,
  - (e) evidence that the EGS is a Pennsylvania Commission licensed supplier; and,
  - (f) an Electronic Data Interchange (EDI) Trading Partner Agreement, fully executed by an authorized representative of the EGS; and,
  - (g) a Choice Supplier Profile form and a current W-9; and,
  - (h) a completed Trading Partner Worksheet; and,
  - (i) payment of applicable registration fee.
- 3.2 Incomplete Registrations.** In the event the EGS submits an incomplete registration, the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) business days after the date of service, as determined under 52 Pa. Code § 1.56, of the registration. An incomplete registration is not ripe for processing by the Company until it is completed by the EGS and provided to the Company.
- 3.3 Credit Check.** A registration for Coordination Services shall constitute authorization to the Company to conduct a background credit check on the EGS.
- 3.4 Processing of Registrations.** The Company shall complete the processing of each registration within ten (10) business days after the date of service of the registration, as determined under 52 Pa. Code § 1.56. The Company shall approve all completed registrations unless grounds for rejecting the registration, as defined below, exist.

## **RULES AND REGULATIONS (continued)**

### **3. COMMENCEMENT OF EDC/EGS COORDINATION**

**3.5 Rejection of Registrations.** The Company may reject any registration for any of the following reasons:

- (a) the EGS has undisputed outstanding debts to the Company arising from its previous receipt of services from the Company under this Tariff;
- (b) the EGS has failed to submit a corrected registration within thirty (30) calendar days after the date of service of the registration, as determined under 52 Pa. Code § 1.56, of written notice of the registration's deficiency; or
- (c) the EGS has not obtained a license from the Commission to provide electric generation services, or such license is suspended or revoked;
- (d) the EGS has failed to comply with credit requirements specified in Rule 12 of the Tariff.

The Company may also petition the PaPUC to reject the registration of an EGS with Bad Credit. The Company need not provide Coordination Services to the EGS pending the PaPUC's review of said Petition unless the EGS has provided security to the Company as provided for in Rule 12.4.

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

**3.7 Rejection of Registration.** Upon rejection of any registration, the Company shall provide the affected EGS with written notice of rejection within ten (10) business days, explaining why the registration was rejected.

**3.8 Identification Numbers.** Upon its approval of a registration, the Company shall assign and provide to the EGS a Supplier ID and Password that will allow the EGS to gain access to pertinent customer information available on the Company's Internet Web Site.

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

## **RULES AND REGULATIONS (continued)**

### **4. COORDINATION OBLIGATIONS**

- 4.1 Provision of Coordination Services.** The Company shall provide all coordination services, as provided herein, necessary for the delivery of an EGS's energy and/or capacity to serve retail access load located within the Company's service territory.
- 4.2 Timeliness and Due Diligence.** EGSs shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate Direct Access.
- 4.3 Duty of Cooperation.** The Company and each EGS shall cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff and the Competition Act.
- 4.4 State Licensing.** An EGS must have and maintain in good standing a license from the Commission as an authorized EGS.
- 4.5 Energy Procurement.** An EGS must make all necessary arrangements for obtaining Competitive Energy Supply in a quantity sufficient to serve its Customers.
- 4.6 PJM Services and Obligations.** An EGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, an EGS must satisfy all obligations which are imposed on LSEs in the PJM Control Area.
- 4.7 Energy Scheduling.** An EGS must make all necessary arrangements for scheduling the delivery of energy through the PJM OI.
- 4.8 Reliability Requirements.** An EGS shall satisfy those reliability requirements issued by the Commission, or any other governing reliability council with authority over the EGS, that apply to EGSs.
- 4.9 Determination of Load and Location.** The Company and EGS shall coordinate with the PJM OI to determine the magnitude and location of the EGS's actual or projected load, as required by the PJM OI, for the purpose of calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.
- 4.10 Supply of Data.** An EGS and the Company shall supply to the other all readily available data, materials or other information specified in this Tariff, or otherwise reasonably required by the EGS or Company in connection with the provision of services, in a thorough and timely manner.

## **RULES AND REGULATIONS (continued)**

### **4. COORDINATION OBLIGATIONS**

- 4.11 Communication Requirements.** An EGS must be equipped with the communication capabilities that will allow it to meet the electronic data exchange standards established by the Commission's Electronic Data Exchange Working Group in their report entitled "Electronic Data Exchange Standards for Electric Deregulation in the Commonwealth of Pennsylvania" and any subsequent Commission approved revisions to this report or other Commission orders.
- 4.12 Record Retention.** An EGS and the Company shall comply with all applicable laws and Pa. PUC rules and regulations for record retention, including but not limited to those Rules of Chapter 56 of the Pa. PUC's regulations.
- 4.13 Payment Obligation.** The Company's provision of service to an EGS is contingent upon the EGS's payment of all charges provided for in this Tariff.
- 4.14 Data Exchange.**
- (a) The Company shall make available to an EGS the information regarding that EGS's Customers via EDI transactions. These transactions will conform to specific standards set forth in the Revised Plan. The Revised Plan was developed by the Electronic Data Exchange Working Group ("EDEWG") that is formally recognized and authorized to maintain such Plan by the Commission.
  - (b) An EGS must notify its Customers that by signing up for competitive energy supply with the EGS, the Customer is consenting to the disclosure by the Company to the EGS of certain basic information about the Customer.
  - (c) Nothing in this Rule shall prohibit the Company from making available to EGSs other electronic data, in formats chosen by the Company. The Company will not change the file formats of the electronic data made available under this Rule without first providing via Internet electronic mail and posting on its web site at least seven (7) days' notice of such change. The Company will make a good faith effort to provide a greater period of notice when warranted.
  - (d) If an EGS wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Energy Supply, the Company will only provide such information if the EGS provides to the Company a copy of written documentation indicating that the Customer has authorized the release of Customer information to the EGS.

## **RULES AND REGULATIONS (continued)**

### **4. COORDINATION OBLIGATIONS**

**4.15 Codes of Conduct.** Prior to the Commission's adoption of a generic Code of Conduct the Code of Conduct contained in the Company's Settlement Appendix B are incorporated herein by reference.

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

## RULES AND REGULATIONS (continued)

### 5. DIRECT ACCESS PROCEDURES

**5.1 Customer Enrollment.** The selection of Customers eligible to obtain Competitive Energy Supply shall occur in accordance with the Commission's applicable Orders and Regulations.

- (a) Provision of Customer Lists - The Company shall provide to all properly registered EGSs a complete list of all Customer information in electronic format via the Company's website. Said list shall be provided electronically, without charge, to registered EGSs on a monthly basis. Said list shall include, at a minimum, the information outlined in Rule 5.1(b).
- (b) Data Exchange
  - (1) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1(a) shall contain, at a minimum, the following information about Customers that have consented to the release of Customer information:
    - (i) Account number
    - (ii) Customer Name
    - (iii) Service Address
    - (iv) Mailing Address
    - (v) Telephone Number (if authorized by Customer)
    - (vi) Meter Reading Cycle
    - (vii) Rate Code
    - (viii) Strata - Profile Group (if applicable)
    - (ix) Registered Peak Demand (if available and authorized by Customer)
    - (x) 12 Month's Historic Usage Data and the number of months represented by this total (if authorized by Customer)
    - (xi) Eligibility Date
  - (2) The list of enrolled Customers that the Company provides to all EGSs pursuant to Rule 5.1(a) above, shall contain the following information about Customers that have restricted the release of load data.
    - (i) Name, address, and Company Account Number
    - (ii) Rate Class
  - (3) Customers who restrict the release of all of their account information shall not be included in the above described Customer list.

## **RULES AND REGULATIONS (continued)**

### **5. DIRECT ACCESS PROCEDURES**

(c) Record of Customer Consent - An EGS that enrolls a Customer in accordance with Rule 5.1(a) of this Tariff must ask the Customer whether the Customer consents to the disclosure, to all EGSs by the Company, of confidential Customer specific information (i.e. telephone number and usage data). The EGS must retain a record indicating that the Customer was made aware of this disclosure. If the record is in an electronic form the EGS must be able to print or otherwise reproduce the record.

### **5.2 Switching Among EGSs or an Initial Selection of an EGS**

- (a) If a Customer contacts a new EGS to request a change of EGSs and the new EGS agrees to serve the Customer, the Customer's new EGS shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of EGS. The authorization shall include the Customer's acknowledgment that the Customer has received the notice required by Rule 5.1(c). It is the EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.
- (b) The Customer's new EGS shall submit the Customer's information to the Company electronically. This file's form and content shall comply with the data exchange standards established by the EDEWG and approved by the Commission. The Company shall confirm receipt of the file upon receiving it from the EGS. Within one (1) business days of receipt of the electronic file the Company will validate the records contained in the file and will provide an electronic validation including the number of records received and the reasons for any rejections. Such validation shall be prepared in accordance with the data exchange standards established by the EDEWG and approved by the Commission, and shall include appropriate control totals such as the number of records received and the reason(s) for any rejections. Such validation shall also include information an EGS can use to identify rejected records.
- (c) The Company will send the Customer a confirmation letter before the end of the next business day after the Company's receipt of valid notification of a Customer switch from the new EGS notifying the Customer of the switch. The selection will be effective 3 business days after the enrollment request is processed.

## **RULES AND REGULATIONS (continued)**

### **5. DIRECT ACCESS PROCEDURES**

- (d) Once the preceding process is complete, the Company will notify the Customer's prior EGS electronically of the discontinuance of service by the Customer and the date of discontinuance of service. Such electronic notification shall be provided in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

#### **5.3 Customer Switching Back to the Company from an EGS**

If a Customer contacts the Company to request a change of EGS to the Company's tariffed Energy and Capacity Charges for Default PLR Service, the request will be effective 3 business days after the customer's request is processed and the Company as the Provider-of-Last Resort will become the supplier of record for delivery. The Company will send the Customer a confirmation letter before the end of the next business day confirming the customer's choice to return to Default PLR Service. Once the preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

#### **5.4 Customer Relocations**

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location. If relocating within the Company's service territory, the Company will seamlessly move the current EGS to the new location if all qualifications are met in accordance with PUC Order M-2014-2401126.

(b) If a Customer contacts the Company to discontinue electric service and indicates that they will be relocating outside of the Company's service territory the Company will notify the Customer's current EGS of the discontinuance in accordance with the data exchange standards established by the EDEWG and approved by the Commission.

## **RULES AND REGULATIONS (continued)**

### **5. DIRECT ACCESS PROCEDURES**

#### **5.5 Provisions Relating to an EGS's Customers**

- (a) Arrangements with EGS Customers - EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, Commission requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
- (b) Transfer of Cost Obligations Between EGSs and Customers - Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS.

#### **5.6 Standard Offer Customer Referral Program (“SO Program”)**

- (a) Under the Company's SO Program, participating EGSs agree to offer residential or small commercial customers a 7% discount off of the then current PTC for a twelve (12) month period.
- (b) The Company shall transfer customers who express an interest in the SO Program to each participating EGS in a fair and impartial manner. Each participating EGS is responsible for enrolling customers who wish to participate in the SO Program. Participating EGSs shall reimburse the Company for the costs to operate the program of \$10,000 per month. This charge shall be divided equally based on the number of participating EGSs each month.

## RULES AND REGULATIONS (continued)

### 6. LOAD FORECASTING

**6.1 Customer Load Forecasting.** The Company, in conjunction with an EGS, shall perform a Customer load forecasting process for each EGS's load requirements which shall estimate an EGS's anticipated aggregate hourly Customer load. The aggregate hourly load forecast shall define the hourly energy requirements for an EGS. Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

**6.2 Forecasting Methodology.**

- (a) Customer Forecasts - For each EGS, the Company shall provide hourly load forecasts, for their monthly metered Customers as well as their Customers with Hourly or Sub-Hourly Metering Equipment.

The Company shall develop and maintain, based on load survey data, load forecasting categories corresponding to various Company Customer Groups. The average load curves for these Customer Groups shall be the basis for preparing the aggregate hourly load forecasts for the EGS's monthly metered Customers.

- (b) Typical Load Curve Data - The Company will make available to EGSs the average hourly load survey data for each monthly metered survey group. This information will be available on an on-going basis for an EGS to download from the Company's web-site.
- (c) Update to Typical Load Curve Data - The Company shall review annually its methodology, algorithms and load forecasting results and shall perform additional load studies to update the load curve data as required.
- (d) Daily Forecasting Process

- (1) Business Days and Scheduling Window - A daily forecast shall be performed for each business day. A business day is a weekday excepting Company holidays. The daily forecasting process shall be performed for each business day for a scheduling window consisting of all following days through the next business day.

For example, the forecasting process shall be performed for Monday through Thursday (except holidays) for a scheduling window that covers the following day (midnight to midnight). If the following day is a holiday, then the scheduling window shall include the holiday and be extended to

## **RULES AND REGULATIONS (continued)**

### **6. LOAD FORECASTING**

include the first business day following the holiday. Similarly, the forecasting process shall be performed on Friday for a scheduling window consisting of the following Saturday, Sunday, and Monday. If the Monday is a holiday, then the scheduling window shall include the holiday and extend through the first business day following the holiday.

- (2) Process Description for Forecasting - The Company will calculate each EGS's load forecast for each monthly metered Customer Group and strata by multiplying the weather-adjusted load curve for the appropriate day type by the number of an EGS's Customers (including Customers of any Coordinated Suppliers that have a designated EGS as their Scheduling Coordinator) in that Customer Group and strata. Added to this total, for each EGS, will be the forecast for each of that EGSs hourly or sub-hourly metered customers. The resulting hourly totals will be adjusted upward by 6.5% to cover line losses. This forecast will be the basis for the Company's daily posting to the PJM InSchedule as described in Rule 7.4.

### **6.3 Split Load Service**

- (a) Partial Service by the Company Prohibited - Except as provided in Section 6.3 (b) Customer purchasing Competitive Energy Supply from an EGS may not simultaneously purchase energy or capacity from the Company.
- (b) Purchase of Energy and Capacity from More than One EGS
  - (1) General Rule - Customers may choose to be supplied with Competitive Energy Supply from more than one EGS ("Split Load Service"). Customers or their EGSs will be responsible to the Company for any additional costs the Company incurs that result from a Customer obtaining Split Load Service. When one or more of the EGSs serving the Customer fails to fulfill its obligation to provide Competitive Energy Supply, the Customer shall receive generation and transmission service for such load from the Company. However, in order for the Customer to continue to receive service from the Customer's other supplying EGSs, the Customer must arrange for a replacement for the non-supplying EGSs by the end of the second full billing cycle after the Customer receives notice of the failure to supply. If, by that time, the Customer has not replaced the non-supplying EGSs, the Customer must either discontinue receiving service from the Company or receive service from the Company for all of its load.

## **RULES AND REGULATIONS (continued)**

### **6. LOAD FORECASTING**

- (2) Nature of Split Load Service - Split Load Service will be available starting with the first full billing cycle in the year 2000. Only Customers served under Company Rate Schedules LP and HTP shall be eligible for Split Load Service. A Customer who receives Split Load Service must have a lead EGS that will act as a Scheduling Coordinator, as defined herein, for the other EGSs serving the Customer.

## **RULES AND REGULATIONS (continued)**

### **7. LOAD AND CAPACITY SCHEDULING**

- 7.1 Net Load Schedules.** Subject to the provisions of Section 7.2, the net load schedule for an EGS shall be equal to the aggregate forecast value for all of the monthly metered and hourly metered Customers of that EGS and any Coordinated Suppliers that have designated the EGS as their Scheduling Coordinator adjusted by 6.5% to cover line losses.
- 7.2 Rounding to Whole Megawatts.** So long as the PJM OI or its successor requires the scheduling and delivery of power in increments ("Increment") greater than those measured by those used to measure Customer usage, the Company shall round the aggregate forecast value for each hour to the nearest whole Increment a whole MW value for load scheduling purposes.
- 7.3 Installed Capacity Schedules.** The Company shall upload any information required by PJM to calculate the installed capacity obligation of each EGS according to PJM requirements.
- 7.4 Daily Load Scheduling Process.**
- (a) Uploading Schedules - The Company shall upload the load schedule for the scheduling window to PJM by 9 AM Eastern Prevailing Time on each business day using the PJM InSchedule System according to PJM requirements. The schedule uploaded by the Company shall serve as the default schedule, and said default schedule shall be binding on that EGS as if it had confirmed it as is.

## RULES AND REGULATIONS (continued)

### 8. MONTHLY SYSTEM SUPPLY/USAGE RECONCILIATION AND BALANCING

- 8.1 General Description.** Reconciliation service accounts for mismatches between an EGS's load schedule (with PJM approved load schedule changes) for serving its Customers and the energy that was actually used by those Customers. This service differs from Energy Imbalance Service - a related service performed exclusively by the PJM OI under the PJM Tariff - in that the latter accounts for differences between an EGS's scheduled energy obligation and the quantity of energy actually delivered by the EGS. The calculation of reconciliation quantities shall occur after the monthly reading of a Customer's meter. The energy is reconciled on a two (2) month lag.
- 8.2 Billing.** The Company and the EGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities, and to bill and/or credit EGSs or Scheduling Coordinators at an hourly price through the PJM grid accounting system.
- 8.3 Company's Role.** The Company shall assist PJM in accounting for reconciliation quantities by (1) collecting or calculating all hourly customer usage data for those Customers being served by an EGS; (2) determining hourly aggregate reconciliation quantities for each EGS or Scheduling Coordinator; and (3) submitting the reconciliation quantities to PJM OI.
- 8.4 Monthly Reconciliation.** The reconciliation calculations shall be completed and filed with PJM by the 60th day after a calendar month.

The reconciliation calculation will be performed as follows:

- Step 1: On the completion of the meter reads for the month, a monthly metered Customer's actual usage for the month shall be used to adjust the Customer's corresponding load profile curve to reflect the Customer's monthly kWh metered usage. Each hour's consumption shall then be increased by a loss factor of 6.5%, to determine the Customer's gross usage by hour for the calendar month. Each hourly metered Customer's data shall also be multiplied by a 6.5% loss factor to determine gross hourly usage.
- Step 2: The Company will gross usage up at the EGS level.
- Step 3: The hourly reconciliation quantity shall then be determined by subtracting the EGS's total hourly load from the scheduled hourly load from the PJM InSchedule.
- Step 4: The results shall then be submitted to PJM for billing.

## RULES AND REGULATIONS (continued)

### 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, an EGS may become a Coordinated Supplier by entering into a business arrangement with another EGS or other person that shall act as a Scheduling Coordinator. A Coordinated Supplier may enter into this business arrangement with a Scheduling Coordinator(s) for an individual service such as load scheduling, or for a variety of services encompassing installed capacity, import capability, load scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.
- 9.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, an EGS must provide the Company with a completed Scheduling Coordinator Designation Form, included as a Rider hereto, executed fully by both the EGS and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between an EGS and a Scheduling Coordinator.
- 9.3 Change in or Termination of Scheduling Coordinator.** To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, an EGS shall notify the Company in writing, and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event an EGS ceases using a Scheduling Coordinator, an EGS shall immediately resume the direct performance of all EGS obligations under this Tariff.
- 9.4 Load Scheduling through a Scheduling Coordinator.** Coordinated Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Suppliers.
- 9.5 Primary Obligations of a Coordinated Supplier.** Notwithstanding their designations of Scheduling Coordinators, each and every EGS remains primarily responsible for fully satisfying the requirements of this Tariff.

## **RULES AND REGULATIONS (continued)**

### 10. METER INSTALLATION

- 10.1 Meters Supplied by Company.** The Company shall furnish, install, maintain and own the meter, transformer or transformers, required for measurement of the service supplied.
- 10.2 Capacity of Company's Meters.** The meters, transformers, service connections and equipment supplied by the Company for each Customer have a definite load capacity and no additions to the equipment or load connected thereto will be allowed except by the consent of the Company.
- 10.3 Right to Remove Company's Equipment.** All meters, transformers or other equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

## **RULES AND REGULATIONS (continued)**

### **11. METER READING AND METERING DATA**

- 11.1 Meter Reading Schedule.** The Company's annual meter reading schedule shall be posted to its web site. The Company currently provides that each electric meter in the Company's service territory shall be read by a Company meter reader on a revolving 21-day work cycle.
- 11.2 Estimated Meter Readings.** Nothing in Rule 11.1 prohibits the Company from estimating a Customer's monthly electric consumption. Such estimates are calculated using historic customer usage data along with applicable weather information when appropriate.
- 11.3 EGS Requested Meter Readings.** An EGS may request that the Company obtain an actual meter reading when the Company has estimated a Customer's monthly electric consumption. An EGS may also request the Company re-read a Customer's meter to verify a previously provided meter reading. Requests to obtain an actual meter reading or to re-read a Customer's meter will be scheduled, as time permits, by the Company. The EGS will be assessed a charge of \$28 per meter reading attempt if the reading(s) is obtained during normal working hours. Normal working hours are defined as 8 AM through 5:00 PM Monday through Friday, excluding Company holidays. If the EGS requests the Company to obtain this meter reading outside of normal working hours, the EGS shall be assessed a charge of \$108 per meter reading attempt.
- 11.4 Customer Usage Information/Load Data.** The Company shall fulfill, with Customer consent only, a request for Customer usage information or load data that is readily available on its customer information system once per year at no charge. The information provided will be limited to the most recent 12-month period. The Company will, however, provide additional available Customer load data, with the Customer's consent, at a charge of \$3.58 per customer per month of data provided.

## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

**12.1 Customer Billing by the Company.** All EGS charges to Customers, billed by the Company, shall be billed in accordance with applicable Commission Orders including, the Commission's Final Rulemaking Order at Docket No. L-00970126 (Customer Information Disclosure for Electricity Providers), and the following provisions:

- (a) Company Billing for the EGS - The Company shall offer billing service to those EGSs who provide the Company with their rate plans. EGSs opting not to provide their rate information to the Company shall bill their Customers directly for the services they provide.

The Company shall bill rate plans offered by the EGS which are based on fixed and variable charges similar to those the Company employs for billing distribution service and default provider of last resort services. The Company shall have the sole discretion over whether or not it can bill an EGS rate plan.

- (b) Billing Files - In those cases where the Company is billing for an EGS, it shall electronically transmit to the EGS the Customer's meter reading and billing information, once the account has been billed. This transmittal will be formatted and contain data in accordance with the data exchange standards established by the EDEWG, and approved by the Commission. If the Company is not billing for an EGS it shall electronically transmit to the EGS the meter indexes and related information of its Customers on a schedule consistent with the Company's normal Customer meter reading and billing process schedule.
- (c) Sales Tax Exemption - The EGS for whom the Company is billing must provide the applicable sales tax exemption percentage to the Company via EDI. The Company shall use the sales tax exemption percentage provided by the EGS for billing the EGS's charges. The EGS is responsible for holding appropriate exemption certificates and is liable for the collection and remittance of sales tax on the EGS's charges.

## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

#### **12.2 Application of Customer Payments Received by the Company when the Company is Billing for EGS Services.**

- (a) Customer had an Unpaid Balance with the Company Prior to Taking Competitive Energy Supply - The Company shall apply payments made by such Customers in the following manner: (1) outstanding amount or the installment amount for a payment agreement on the outstanding amount; (2) competitive transition charge; (3) distribution charges; (4) EGS charges (generation and transmission); and, (5) non-basic service charges.

If a Customer's account develops a further unpaid balance after they begin taking Competitive Energy Supply, the Company shall first apply partial payments to the unpaid balance the Customer had with the Company prior to taking Competitive Energy Supply, before they are applied to the new unpaid balance. Any such payments shall be applied to the prior unpaid balance in accordance with the terms of any applicable payment agreement.

- (b) Customer had No Unpaid Balance Prior to Taking Competitive Energy Supply but Develops an Arrearage After They Started Taking Such Service - The Company shall apply payments made by these Customers in the following manner : (1) balance due for prior competitive transition charge as well as distribution charges; (2) current period competitive transition charges; (3) current period distribution charges; (4) balance due for prior EGS charges (generation and transmission); (5) current period EGS charges (generation and transmission); and, (6) non-basic service charges.

## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

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

- (a) Billing Procedure - Each month, the Company shall submit an invoice to the EGS for all Coordination Services Charges provided under this Tariff. The invoice may be transmitted to the EGS by any reasonable method requested by the EGS. An EGS shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.
- (b) Manner of Payment - The EGS may make payments of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that an EGS that is not creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding an EGS bill, the EGS must pay the undisputed portion of disputed bills under investigation.
- (c) Late Fee for Unpaid Balances - If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 2% per month on the unpaid balance.
- (d) Billing Dispute - In the event of a billing dispute between the Company and the EGS, the Company shall continue to provide service pursuant to the Individual Coordination Agreement and the Tariff as long as the EGS continues to make all payments not in dispute.

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

**12.5 Guarantee of Payments.** Before the Company will render service or continue to render service, the Company may require an applicant for Coordination Service or an EGS currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, surety bond, or other guarantee, satisfactory to the Company. The Company shall hold the deposit as security for the payment of final bills and compliance with the Company's Rules and Regulations. In addition, the Company may require an EGS to post a deposit at any time if the Company determines that the EGS is no longer creditworthy or has Bad Credit.

## **RULES AND REGULATIONS (continued)**

### **12. PAYMENT AND BILLING**

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

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

**12.8 Interest on Deposits.** Simple interest on cash deposits shall be calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

## **RULES AND REGULATIONS (continued)**

### **13. CONFIDENTIALITY OF INFORMATION**

**13.1 Generally.** All confidential or proprietary information made available by the Company to an EGS in connection with the provision of Coordination Services, including but not limited to 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.

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

## **RULES AND REGULATIONS (continued)**

### **14. WITHDRAWAL BY EGS FROM RETAIL SERVICE**

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

**14.2 Notice to Customers.** An EGS shall provide notice to its Customers of withdrawal by the EGS from retail service in accordance with the Commission's Rulings at Docket No. 00960890F.0013, and any subsequent applicable Commission rulings.

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

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

## **RULES AND REGULATIONS (continued)**

### **15. EGS's DISCONTINUANCE OF CUSTOMERS**

**15.1 Notice of Discontinuance to the Company.** An EGS shall provide electronic notice to the Company of all intended discontinuances of service to Customers in a manner consistent with the data exchange standards established by the EDEWG and approved by the Commission.

**15.2 Notice to Customers.** An EGS shall provide a minimum of thirty (30) days advance notice to any customer it intends to stop serving in a manner consistent with the Commission's Rulings at Docket No. 00960890F.0013, and any subsequent applicable Commission rulings. It will be the EGS's responsibility to provide notice to the Customer of its intention to discontinue service in accordance with the EGS's contractual obligation with the Customer.

**15.3 Effective Date of Discontinuance.** Any discontinuance will be effective on a meter read date and in accordance with the EGS switching rules in this Tariff and the Company's EDC Tariff.

## **RULES AND REGULATIONS (continued)**

### 16. LIABILITY

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

**16.2 Limitation On Liability For Service Interruptions And Variations.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

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

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

**16.4 Company's Indemnification of EGS.** Subject to Rule 16.2, in the event the Company is not able to render continuous, regular, and uninterrupted supply of service due to interruption or service limitations not caused by the EGS, the Company shall hold the EGS harmless for any penalties, fines, or other costs that the Company may incur.

## **RULES AND REGULATIONS (continued)**

### **17. BREACH OF COORDINATION OBLIGATIONS**

**17.1 Breach of Obligations.** The Company or an EGS shall be deemed to be in breach of its Coordination Obligations under the Individual Coordination Agreement and this Tariff upon its failure to observe any material term or condition of this Tariff, including any rule and regulation, charge or rider thereof.

**17.2 Events of Breach.** A material breach of Coordination Obligations hereunder, as described in Rule 17.1, shall include, but is not limited to, the following:

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

**17.3 Cure and Default.** If either the Company or an EGS materially breaches any of its Coordination Obligations (hereinafter the "Breaching Party"), the other party (hereinafter the "Non-Breaching Party") shall provide the Breaching Party a written notice describing such breach in reasonable detail and demanding its cure. The Breaching Party shall be deemed to be in default ("Default") of its obligations under this Tariff and the Individual Coordination Agreement if: (i) it fails to cure its breach within thirty (30) days after its receipt of such notice; or (ii) the breach cannot be cured within such period and the Breaching Party does not commence action to cure the breach within said period and thereafter diligently pursues such action to completion.

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

## **RULES AND REGULATIONS (continued)**

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

**18.1 Termination.** An Individual Coordination Agreement shall or may be terminated as follows:

- (a) Withdrawal of the EGS from Retail Service - In the event the EGS ceases to participate in or otherwise withdraws the provision of Competitive Energy Supply to Customers in the Company's service territory, the Individual Coordination Agreement between the EGS and the Company shall terminate thirty (30) days following the date on which the EGS has no more active Customers.
- (b) The Company's Termination Rights Upon Default by EGS - In the event of a Default by the EGS, the Company may terminate the Individual Coordination Agreement between the EGS and the Company by providing written notice to the EGS in Default, without prejudice to any remedies at law or in equity available to the party not in Default by reason of the Default.

**18.2 Effect of Termination.** Termination of Individual Coordination Agreements will have the same effect on an EGS's Customers as the EGS's discontinuance of supply to such Customers described in Rule 14 of the Company's Tariff. If a Customer of a terminated EGS has not switched to another EGS prior to termination, said Customer will receive service from a provider of last resort pending its selection of another EGS.

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

## **RULES AND REGULATIONS (continued)**

### 19. MISCELLANEOUS

**19.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Individual Coordination Agreement. If given by electronic transmission (including fax or E-mail), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and an EGS may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

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

**19.3 Gratuities to Employees.** The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered by them while working for the Company on the Company's time.

#### **19.4 Assignment.**

- (a) An Individual Coordination Agreement hereunder may not be assigned by either the Company or the EGS without (a) any necessary regulatory approval and (b) the consent of the other party, which consent shall not be unreasonably withheld.
- (b) Any assignment occurring in accordance with Rule 19.4(a) hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Individual Coordination Agreement.

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

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

## **RULES AND REGULATIONS (continued)**

### 19. MISCELLANEOUS

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

## RIDERS

### INDIVIDUAL COORDINATION AGREEMENT RIDER

- 1.0 This Individual Coordination Agreement ("Agreement"), dated as of \_\_\_\_\_ is entered into, by and between UGI Utilities, Inc. - Electric Division (the "Company") and \_\_\_\_\_ ("EGS").
- 2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff ("EGS Coordination Tariff"), including but not limited to load forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Energy Supply to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
- (a) The EGS hereby represents, warrants and covenants as follows:
- (i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to LSEs serving Customers located in the PJM Control Area; and
  - (ii) The EGS is licensed by the Commission to provide Competitive Energy Supply to Customers in Pennsylvania and has and will continue to satisfy all other Commission requirements applicable to EGSs.

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

- (b) The Company and the EGS, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
- (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
  - (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the EGS shall pay the Company those Coordination Services Charges billed to the EGS in accordance with the terms and conditions of the EGS Coordination Tariff.

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

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

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

UGI Utilities, Inc. - Electric Division  
2525 N. 12<sup>th</sup> Street, Suite 360  
P. O. Box 12677  
Reading, PA 19612-2677

Attention: Manager, Tariff & Supplier Administration

E-Mail: EDI-ELECTRIC@UGI.COM

To the EGS:

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

Attention: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

**RIDERS (continued)**

**INDIVIDUAL COORDINATION AGREEMENT RIDER**

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

IN WITNESS WHEREOF, and intending to be legally bound thereby, UGI Utilities, Inc. - Electric Division and the EGS identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

**UGI Utilities, Inc. - Electric Division:**

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

\_\_\_\_\_  
EGS NAME:

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

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

1.0 This Scheduling Coordinator Designation Form, dated \_\_\_\_\_, is being submitted to UGI Utilities, Inc. - Electric Division (the "Company") by the following Electric Generation Supplier ("EGS"):

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

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

- Load Scheduling
- Installed Capacity Obligations
- Import Capability
- Reconciliation Rights and Responsibilities
- Other: \_\_\_\_\_

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 to the EGS. Likewise, 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.

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

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

To the EGS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

To the Scheduling Coordinator:

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

Attention: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

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

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

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

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

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

**RIDERS (continued)**

**SCHEDULING COORDINATOR DESIGNATION FORM**

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

**Acknowledgment and Consent**

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

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

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

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

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