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April 16, 2013

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA OVERNIGHT DELIVERY

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

**Re: Joint Petition Of Metropolitan Edison Company, Pennsylvania Electric Company,
 Pennsylvania Power Company and West Penn Power Company For Approval Of Their
 Default Service Programs
 Docket No. P-2011-2273650, Docket No. P-2011-2273668,
 Docket No. P-2011-2273669 and Docket No. P-2011-2273670**

Dear Secretary Chiavetta:

Enclosed for filing is the **Second Revised Default Service Plan - Retail Market Enhancement Programs Compliance Filing on behalf of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company** (the "Plan") in the above-captioned proceeding.

As indicated on the enclosed Certificate of Service, copies of the Plan are being served on all active parties and the Administrative Law Judge.

Sincerely,



Thomas P. Gadsden

TPG/tp
Enclosures

c: Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOINT PETITION OF METROPOLITAN	:	
EDISON COMPANY, PENNSYLVANIA	:	DOCKET NO. P-2011-2273650
ELECTRIC COMPANY, PENNSYLVANIA	:	DOCKET NO. P-2011-2273668
POWER COMPANY AND WEST PENN	:	DOCKET NO. P-2011-2273669
POWER COMPANY FOR APPROVAL OF	:	DOCKET NO. P-2011-2273670
THEIR DEFAULT SERVICE PROGRAMS	:	

**SECOND REVISED DEFAULT SERVICE PLAN –
RETAIL MARKET ENHANCEMENT PROGRAMS
COMPLIANCE FILING**

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SECRETARY'S BUREAU

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOINT PETITION OF METROPOLITAN	:	DOCKET NOS.	P-2011-2273650
EDISON COMPANY, PENNSYLVANIA	:		P-2011-2273668
ELECTRIC COMPANY,	:		P-2011-2273669
PENNSYLVANIA POWER COMPANY	:		P-2011-2273670
AND WEST PENN POWER COMPANY	:		
FOR APPROVAL OF THEIR DEFAULT	:		
SERVICE PROGRAMS	:		

**SECOND REVISED DEFAULT SERVICE PLAN –
RETAIL MARKET ENHANCEMENT PROGRAMS
COMPLIANCE FILING**

I. INTRODUCTION

1. On August 16, 2012, the Pennsylvania Public Utility Commission (the “Commission”) issued an Opinion and Order (the “August 16 Order”) approving the Default Service Programs (“DSPs”) of Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), Pennsylvania Power Company (“Penn Power”) and West Penn Power Company (“West Penn”) (collectively, the “Companies”) for the period June 1, 2013 to May 31, 2015, with certain modifications. The Commission directed the Companies to file a revised default service plan in compliance with its August 16 Order, and also directed the Companies to submit new proposals for various elements of their Retail Market Enhancement (“RME”) programs after consultation with other parties and stakeholders. *See* August 16 Order, pp. 161-162.¹

2. In order to proceed with scheduled default service procurements approved by the Commission under the DSPs, the Companies submitted a Revised Default Service Plan

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¹ The August 16, 2012 Order was clarified by a subsequent Commission Order entered on September 27, 2012. On October 12, 2012, the Commission extended the deadline for the Companies’ filing of revised RME program proposals to November 14, 2012.

Compliance Filing (the “Revised Default Service Plan”) on September 6, 2012, reflecting all changes to the DSPs mandated by the Commission’s Order other than the new RME proposals that were the subject of the additional consultation directed by the Commission. On November 8, 2012, the Commission issued a Secretarial Letter stating that the Companies’ Revised Default Service Plan was approved as filed.

3. On November 14, 2012, the Companies submitted the Revised Default Service Plan – Retail Market Enhancement Programs (“Revised RME Proposals”). The directives in the August 16 Order regarding RME programs for all Companies and time-of-use (“TOU”) programs proposed by West Penn and Penn Power were incorporated in the Revised RME Proposals through the following:

- Revised TOU Riders for West Penn and Penn Power (August 16 Order, p. 93)²;
- A Retail Opt-In (“ROI”) Aggregation Program to replace the Companies’ originally proposed Retail Opt-In Auction Program (August 16 Order, p. 111)³;
- Procedures for electric generation suppliers (“EGSs”) to pay the costs of the ROI Aggregation Program and the Customer Referral Program (“CRP”) (August 16 Order, pp. 136-137)⁴; and
- Revisions to the RME programs to reflect: (1) the Commission’s direction to include small commercial customers; and (2) recommendations from stakeholders to clarify procedures for EGS participation and customer enrollment in the CRP.⁵

² See Revised RME Proposals, pp. 5-7 (¶ 10), Exhibit B (Revised West Penn Time-of-Use Default Service Rider), Exhibit C (Revised Penn Power Time-of-Use Default Service Rider) and Exhibit D (Revised Penn Power/West Penn Time-of-Use Aggregation Agreement).

³ See Revised RME Proposals, pp. 8-9 (¶ 12) and Exhibit A (Revised Opt-In Aggregation Program Plan).

⁴ See Revised RME Proposals, pp. 10-12 (¶¶ 15-24), Exhibit A, Exhibit E (Met-Ed Electric Supplier Coordination Tariff, Effective June 1, 2013), Exhibit F (Penelec Electric Supplier Coordination Tariff, Effective June 1, 2013), Exhibit G (Penn Power Electric Supplier Coordination Tariff, Effective June 1, 2013), Exhibit H (West Penn Electric Supplier Coordination Tariff, Effective June 1, 2013) and Exhibit I (Revised Customer Referral Program Agreement).

⁵ See Revised RME Proposals, pp. 12-13 (¶ 25), Exhibit I and Exhibit J (Customer Referral Program Implementation Timeline).

Subsequently, the parties submitted comments and reply comments for consideration by the Commission.

4. On February 15, 2013, the Commission entered an Opinion and Order (“February 15 Order”) approving the Revised RME Proposals, with modifications. The February 15 Order directed the Companies to file a revised plan (“Second Revised RME Proposals”) reflecting changes to the Revised RME Proposals directed by the Commission within sixty days.

5. The February 15 Order was clarified by a subsequent Commission Opinion and Order entered on April 4, 2013 (the “Clarification Order”). In the Clarification Order (pp. 10-11), the Commission explained that the allocation of CRP program costs that are not recovered from EGSs is limited to customer classes that are eligible to participate in the program. In addition, the Commission clarified that it did not intend to disapprove the entire Customer Referral Program Agreement (“CRP Agreement”) by the February 15 Order’s rejection if EGSs are not required to use the Companies’ proposed form of Consumer Contract and Disclosure Statement. *Id.*, p. 9.

6. On April 4, 2013, the Commission also entered a Final Order on Reconsideration (“ROI Suspension Order”), which suspended implementation of ROI Programs so that the Standard Offer Customer Referral Programs offered by the Companies and other large electric distribution companies (“EDCs”) may move forward without potential customer confusion. In the ROI Suspension Order, the Commission further directed the Companies and other EDCs to remove ROI Programs from their default service plans within thirty days.

7. The Second Revised RME Proposals reflect all of the revisions set forth and made final by the February 15 Order and the ROI Suspension Order. Specifically, the Second

Revised RME Proposals: (1) include a revised TOU aggregation agreement reflecting the ability of customers to designate a specific EGS as their TOU provider if the customer requests a specific EGS; (2) remove the ROI Aggregation Program from the Companies' DSPs; (3) modify each Company's Electric Generation Supplier Coordination Tariff ("Supplier Tariff") to require EGSs participating in the CRP to pay a fee, not to exceed \$30.00 per referred customer; and (4) eliminate the form of Consumer Contract and Disclosure Statement (Appendix B) from the CRP Agreement.

II. SECOND REVISED RME PROPOSALS

A. West Penn And Penn Power TOU Programs

8. In the Companies' initial DSPs, West Penn and Penn Power proposed residential TOU Riders that, if adopted, would authorize those Companies to "bid out" TOU service to an EGS selected on the basis of an annual auction. This proposal was designed to implement the Commission's recommendation that "EDCs contemplate contracting with an EGS" in order to satisfy the requirement imposed by Section 2807(f)(5) of the Public Utility Code to offer a TOU rate as part of default service.⁶ As proposed, the TOU Riders would be available to residential customers served on West Penn Rate 10 and Penn Power Rates RS and RH that have been provided a smart meter pursuant to West Penn and Penn Power's approved Smart Meter Plans and that affirmatively elected TOU service.⁷ Through the TOU "auction," West Penn and Penn Power would have solicited a twelve-month, fixed price, on-peak (7:00

⁶ *Investigation of Pennsylvania's Retail Electricity Market: Recommendations Regarding Upcoming Default Service Plans*, Docket No. I-2011-2237952 (Order entered December 16, 2011), p. 47. Section 2807(f)(5) requires a default service provider to offer TOU rates to all customers that have been provided with smart meter technology.

⁷ *See Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company for Approval Of Smart Meter Technology Procurement and Installation Plan*, Docket No. M-2009-2123950 (Met-Ed, Penn Power and Penelec) (Order entered June 9, 2010); *Petition of West Penn Power Company d/b/a Allegheny Power for Expedited Approval of its Smart Meter Technology Procurement and Installation Plan*, Docket No. M-2009-2123951 (West Penn) (Order entered on May 3, 2011).

am to 11:00 pm weekdays, excluding Company holidays) and an off-peak product. And, at the conclusion of each twelve-month TOU service term, participating EGSs would retain customers they served who did not affirmatively elect either to return to default service or to switch to another EGS, and no restrictions would be placed on future TOU pricing.

9. In the August 16 Order (p. 93), the Commission found that the terms and conditions of the TOU Riders – specifically, what it characterized as an “overly expansive” on-peak time period – made the programs, as proposed by the Companies, unreasonable. In the Revised RME Proposals, the Companies submitted revised TOU Riders for West Penn and Penn Power to reduce the on-peak hours and include a variable price mechanism based on seasonal on-peak and off-peak adjustments to the residential price-to-compare. The revised TOU Riders also reflected recommendations of stakeholders to clarify EGS participation, EGS termination, marketing and customer enrollment procedures.

10. In the February 15 Order (pp. 4-5), the Commission generally approved the design of the Companies’ revised TOU proposal. However, the Commission agreed with the Comments of the Retail Energy Supply Association (“RESA”) that allowing customers to designate a specific EGS as their TOU provider is reasonable. February 15 Order, p. 6. As the Companies explained in their Reply Comments (p. 26), customers will have the opportunity to designate their TOU provider.

11. A revised Time-of-Use Aggregation Agreement which states that customers may designate their TOU provider and specifies the timing for EGSs to provide notice of participation (or suspension thereof) in the TOU program is attached as Exhibit A, in both clean and “redline” form. A copy of the anticipated schedule for implementation of the TOU program is attached as Exhibit B.

B. Retail Opt-In Aggregation Program

12. Consistent with the ROI Suspension Order, the Companies have ceased implementation of their ROI Aggregation Programs. Accordingly, the Second Revised RME Proposals do not include an Opt-In Aggregation Program Plan.

C. Cost Recovery For The CRP

13. In the Revised RME Proposals, the Companies proposed to track and record each Company's initial and ongoing CRP costs separately. Each Company would then recover those costs from EGSs by assessing a standard, per-customer charge (the "CRP Charge") for every CRP customer enrollment that has been completed for that EGS. The Companies proposed to calculate the CRP Charge on an annual basis, with a new CRP Charge becoming effective June 1 of each year.

14. In the February 15 Order, the Commission directed the Companies to revise their CRP cost allocation as follows:

As to the CRP, we agree with RESA that a fee of the lesser of thirty dollars per customer or actual costs per referred customer is appropriate. Any remaining costs should be recovered in either one of two ways: (1) through a non-bypassable surcharge, as proposed by RESA; or (2) shared with fifty percent from the POR discount and fifty percent from residential and small commercial default service customers.

February 15 Order, p. 14. The revised CRP Agreement (Exhibit C) and each Company's revised Supplier Tariff (Exhibits E to H) reflect the addition of an EGS participant fee not to exceed \$30 per referred customer. In addition, the Companies have revised the schedule for the annual calculation of the CRP Charge from March 1 to May 1, with an updated CRP Charge effective August 1 of each year. Collection of unrecovered program costs through a non-bypassable surcharge to be applied to the bills of customers eligible to participate in the CRP is already provided for in the Companies' Default Service Support Charge Riders included in the

Companies' Revised RME Proposals, and an updated projection of CRP costs and proposed allocation by Company and customer class is attached as Exhibit D.

D. Revisions To Customer Referral Program

15. In the February 15 Order (pp. 10. 15), the Commission directed the Companies to remove the requirement that EGSs participating in the CRP must utilize the Company's form of Consumer Contract and Disclosure Statement. The Commission, however, made clear in the Clarification Order (p. 9) that it did not intend to disapprove the entire proposed CRP Agreement previously submitted as Exhibit I to the Revised RME Proposals. Accordingly, the Companies' revised Customer Referral Program continues to require participating EGSs to execute the CRP Agreement, exclusive of Appendix B.⁸

16. The Companies intend to promptly implement the CRP upon Commission approval of the final program design. In light of the additional time required for Commission approval of the CRP and associated cost recovery, as well as the CRP's provision of a sixty-day period for EGSs to notify the Companies of their intent to participate in the CRP prior to the effective of the program, the Companies propose to extend the commencement date for the CRP from June 1, 2013 to August 1, 2013.

17. As a result of RESA's Comments and the elimination of the form of Consumer Contract and Disclosure Statement, the Companies now propose the following additional clarifications to the CRP Agreement to facilitate the implementation and administration of the Customer Referral Program.

- ***Procedures for Customer Referral.*** To incorporate RESA's suggestion in their Comments (p. 13), the CRP call center script will include a question that allows the customer

⁸ In addition, the text of the CRP Agreement has been revised to remove references to the form Customer Contract and Disclosure Statement included previously in Appendix B.

either to request a specific EGS or, where the customer does not elect a specific EGS, an EGS will be assigned based on a rotating assignment of eligible EGSs by the Companies.

- ***Early Termination of an EGS Consumer Contract and Disclosure Statement.***

The revised CRP Agreement also includes several provisions setting forth key details of the CRP Program which were originally located in the Customer Contract and Disclosure Statement. The CRP Agreement provides that during the initial twelve-month participation period, a participating EGS may terminate its Consumer Contract and Disclosure Statement with referred customers only upon thirty days' prior written notice to the customer and only due to a change in law, for other acts beyond that EGS' reasonable control, or if that EGS is no longer able to serve such customers. A participating EGS may, however, also terminate its Consumer Contract and Disclosure Statement with a referred customer during the initial CRP term if the customer: (1) moves outside the applicable Company's service territory; (2) is no longer a distribution customer under the residential or small commercial rate classifications eligible to participate in the CRP; (3) fails to be eligible for EDC consolidated billing; or (4) provides any false, inaccurate or misleading information to the Company or the EGS.

18. The foregoing clarifications, along with the modified cost recovery proposal for the Customer Referral Program and several additional clarifying revisions and corrections, are reflected in the revised CRP Agreement attached as Exhibit C. A copy of the updated schedule for implementation of the Customer Referral Program is attached as Exhibit I.

III. PROPOSED REVIEW SCHEDULE

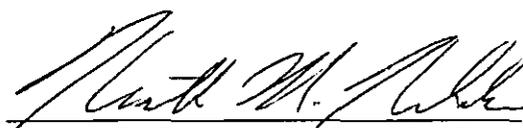
19. In order to facilitate the Commission's consideration of the Companies' Second Revised RME Proposals and provide other parties the opportunity to comment, the Company proposes the following schedule:

April 26, 2013	Exceptions to the Second Revised RME Proposals
May 1, 2013	Replies to Exceptions

IV. CONCLUSION

WHEREFORE, the Companies respectfully request that the Commission issue an order approving the Second Revised Plan – Retail Market Enhancement Programs, including all exhibits, as fully complying with the Opinion and Order entered in these proceedings on February 15, 2013.

Respectfully submitted,



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*Counsel for Metropolitan Edison Company,
Pennsylvania Electric Company, Pennsylvania
Power Company and West Penn Power Company*

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Dated: April 16, 2013

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EXHIBIT A

Time of Use Agreement

Residential Time of Use Customer Class Full Requirements

for

{INSERT EDC HERE}

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SECRETARY'S BUREAU**

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TIME OF USE AGREEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS TIME OF USE AGREEMENT (“Agreement”) is made and entered into as of {Insert Date} (“Effective Date”) by and between the {Insert EDC Name Here} (“Company”), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and _____ (“TOU Supplier”) a corporation organized and existing under the laws of [State of or Commonwealth of.....]. The Company and the TOU Supplier hereinafter are sometimes referred to collectively as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company is an electric public utility engaged, *inter alia*, in providing retail electric service within its service territory located in the Commonwealth of Pennsylvania; and

WHEREAS, the Company’s retail tariff includes a Time-of-Use (“TOU”) Default Service Rider to meet its obligation under Pennsylvania Act 129 of 2008 (“Act 129”) to have at least one Time-Of-Use rate available for residential Customers (“TOU Program”); and

WHEREAS, the Pennsylvania Public Utility Commission (“PaPUC” or “Commission”) has found that it would serve the public interest for the Company to secure licensed Electric Generation Suppliers (“EGS”) to provide residential Time-of-Use Default Service pursuant to the Company’s Time-of-Use Default Service Rider; and

WHEREAS, the Company has sought and received approval from the PaPUC to randomly assign Time-of-Use default service customers to participating EGSs, if they have no preference; and

WHEREAS, the TOU Supplier is licensed by the PaPUC to offer and supply competitive retail electric service in Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

Article 1: Definitions

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article.

- 1.1 **Agreement** – This Agreement for the TOU Supplier to provide default service to TOU Customers and Appendices attached hereto.
- 1.2 **Applicable Legal Authorities** – Those federal and Pennsylvania statutes and administrative rules, regulations and Orders that govern the electric utility industry in Pennsylvania, as they may be amended from time to time.
- 1.3 **Business Day** – Any day on which the Company’s corporate offices are open for business.
- 1.4 **Consolidated EDC Billing** – Shall have the meaning set forth in the Company’s Electric Generation Supplier Coordination Tariff as filed with the PaPUC and available on the Company’s website.
- 1.5 **Customer** – Any person or entity who has been provided a smart meter pursuant to the Company’s PaPUC-approved smart meter plan and who enters a contractual agreement with the Company to receive retail electric service including, without limitation, all persons or entities with a Company-provided smart meter taking service under a retail tariff that are eligible to receive competitive electricity supply from an EGS or Default Service in accordance with the Applicable Legal Authorities.
- 1.6 **Default Service** – Shall mean Default Service as defined in 52 Pa. Code § 54.182
- 1.7 **Default Service Period** – Shall mean the period beginning June 1, 2013 and ending when the PaPUC approves termination of the TOU Program.
- 1.8 **Electronic Data Interchange or “EDI”** – A standardized format for the electronic transfer of data between different entities.
- 1.9 **Electric Distribution Company or “EDC”** – A public utility providing facilities for the transmission and distribution of electricity to retail Customers in Pennsylvania subject to the jurisdiction of the Commission.

- 1.10 **Electric Generation Supplier or “EGS”** – A person or entity that is certified by the Commission to offer and provide competitive retail electric service to retail Customers located in the Commonwealth of Pennsylvania.
- 1.11 **FERC** – The Federal Energy Regulatory Commission.
- 1.12 **PJM** – PJM Interconnection, LLC
- 1.13 **Rate Schedule(s)** – The Customer rate schedule(s) in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.14 **Rate Ready** – Shall have the meaning set forth the Company’s Electric Generation Supplier Coordination Tariff as filed with the PaPUC and available on the Company’s website.
- 1.15 **Residential Class** – Customers on Pennsylvania Power Company Rate Schedules RS and RH and West Penn Power Domestic Service Schedule 10 as defined in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.16 **Seller** – The TOU Supplier.
- 1.17 **Service Territory** – The service territory in which the Company is authorized to furnish retail electric service in Pennsylvania.
- 1.18 **Supplier Tariff** - The PaPUC-approved Supplier Coordination Tariff for the Company.
- 1.19 **TOU** – Time of Use.
- 1.20 **TOU Customer(s)** – Retail Customers who are provided default service pursuant to the terms of the Company’s Time-Of-Use Default Service Rider in the Company’s Retail Electric Service Tariff as filed with the PaPUC and available on the Company’s website.
- 1.21 **TOU On - Peak Price** – The price, in cents per kWh, set forth in the Company’s Time-Of-Use Default Service Rider and Appendix A.
- 1.22 **TOU Off - Peak Price** – The price, in cents per kWh, set forth in the Company’s Time-Of-Use Default Service Rider and Appendix A.
- 1.23 **TOU Supplier** – An entity that: (i) has accepted the obligations and associated rights to provide Time-of-Use Default Service on behalf of the Company for retail Customers in accordance with the Applicable Legal Authorities; (ii) has entered into this Agreement with the Company as a Party; (iii) is a full member of PJM and registered with PJM as a Load Serving Entity; (iv) is licensed by the PaPUC to offer and supply electric generation services in Pennsylvania; and, (v) is in full compliance with the terms and conditions of the Company’s Electric Generation Supplier Coordination Tariff.
- 1.24 **TOU Supplier Representative** – Any officer, director, employee, consultant, contractor, or other agent or representative of the TOU Supplier having actual or apparent authority to act on behalf of the TOU Supplier in connection with TOU

Supplier's performance under this Agreement. To the extent the TOU Supplier is a division or group of a company, the term "TOU Supplier Representative" excludes any person in that company who is not a part of the TOU Supplier's division or group and is specifically limited to any person in that company who is a part of the TOU Supplier's division or group.

Article 2 General Terms and Conditions

2.1 Term

This Agreement shall be effective upon execution by the Parties with the approval by the PaPUC. This Agreement may be terminated by the existence of any of the following conditions: (1) if the TOU default service is terminated by governmental action before the end of the Default Service Period; (2) if the TOU Supplier is no longer a certified EGS; (3) if either Party is in material breach of this Agreement or the Supplier Tariff; or, (4) pursuant to Article 3 of this Agreement.

2.2 Modifications to Time Of Use Agreement

This Agreement may be modified from time to time to: 1) reflect changes in the Company's Time-of-Use default service rate; or 2) with the approval of the PaPUC.

2.3 Supplier Tariff

Except as otherwise stated herein, all terms and conditions of the Company's Supplier Tariff, as modified from time to time with the approval of the PaPUC, are incorporated herein by reference, are in full force and effect, and are binding upon the parties for the duration of this Agreement.

2.4 Company Obligations and Authority

The Company shall:

- (a) Have a Time-of-Use Default Service Rider that has been approved by the PaPUC effective June 1, 2013;
- (b) Bill TOU Customers on behalf of the TOU Supplier under Rate Ready Consolidated EDC Billing utilizing the summer On-Peak and Off-Peak rates, and the non-summer rates calculated as specified in quarterly adjusted Appendix A;
- (c) Notify Customers pursuant to the Company's PaPUC-approved smart meter plan of the availability of the Time-of-Use Default Service Rider as required by Commission regulations;
- (d) Record the Customer's intent to participate and then transmit the Customer's name, address, and account number to a TOU Supplier of their choice or, if the customer has no preference, on a rotating basis via a secure website post or secure electronic data transfer;
- (e) Assign Customer accounts to Seller of their choice or, if the customer has no preference, on a rotating basis, with the requisite Customer consent, consistent with the Supplier Tariff;
- (f) Refer Customers that, during the Default Service Period, express an interest in Time-of-Use rates to the TOU Supplier of their choice or, if the customer has no preference, on a rotating basis designed to result in each of the participating TOU Suppliers receiving roughly the same number of TOU Customers for enrollment during a given month;
- (g) Provide standard enrollment confirmation letters to TOU Customers;

(h) Notify TOU Supplier a minimum of 15 days prior to the date of a change in the TOU default service rate;

(i) Serve TOU Supplier with any filings at the PaPUC made by the Company that would modify the TOU default service rate, the Agreement, or the TOU Program;

(j) Provide monthly On-Peak and Off-Peak usage, based on actual or estimated monthly meter readings to the TOU Supplier for customers that chose or have been assigned to TOU Supplier; and

(k) Provide a TOU load profile for TOU Customers per Section 6 of the Company's Supplier Tariff, for use in estimating customer consumption for settlements as defined in Section 8 of the Company's Supplier Tariff, until such time that the Company has completed smart meter infrastructure deployment and the PaPUC has approved modifications to this Agreement and the Supplier Tariff that allow TOU Customers to be settled on an individual basis.

2.3 Obligations of the TOU Supplier

The TOU Supplier shall:

(a) Provide Competitive Energy Supply (as defined in the Supplier Tariff) to TOU Customers, consistent with the Company's Time-of-Use Default Service Rider, under the terms and conditions of service set forth in Appendix B ("TOU Supply");

(b) Meet all of the obligations and requirements of a PaPUC licensed EGS under the then-current Supplier Tariff;

(c) Cooperate with the Company in any regulatory compliance efforts that may be required to maintain the ongoing validity and enforceability of the terms of this

Agreement and the Time-of-Use Default Service Rider in the Company's retail electric service tariff, and fulfill any regulatory reporting requirement associated with the provision of TOU Supply before the PaPUC, FERC or any other regulatory body asserting jurisdiction;

(d) Utilize EDC Rate Ready Consolidated Billing to bill TOU Customers the TOU rates calculated as set forth in Appendix A and in the Company's Time-of-Use Default Service Rider;

(e) Submit the quarterly adjusted rates through the EDI protocol;

(f) Process TOU Customer enrollments, adhere to the Company's meter reading schedule, comply with the switching rules in the Supplier Tariff, mail contracts to TOU Customers providing standard terms and conditions of service as set forth in Appendix B, and maintain copies of contracts with TOU customers; and

(g) The TOU Supplier shall not drop service to an individual TOU Customer that chose or has been assigned to the TOU Supplier for TOU default service, except as requested by the TOU Customer or as provided for in Article 3.

2.4 No Guarantee of TOU Customers

Both Parties acknowledge that the Company's Time-of-Use Default Service Rider is only available to Customers in the Company's Service Territory that are in the Residential Class, that have smart metering installed in accordance with the terms of the Company's Smart Meter Technology Procurement and Installation Plan, and that affirmatively elect TOU default service during the Default Service Period. The Company makes no guarantee or representation as to: (1) the number of residential

Customers, if any, that will have smart metering installed during the term of this Agreement; or, (2) the number of residential Customers, if any, with smart metering installed that may enroll for service under the Time-of-Use Default Service Rider during the Default Service Period.

2.5 Fees, Penalties, and Exceptions

TOU Customers will be billed in accordance with the rates, terms and conditions of the Time-of-Use Default Service Rider in the Company's retail electric service tariff. TOU Suppliers will be paid by the Company pursuant to rates calculated in accordance with Appendix A and the terms and conditions of the Supplier Tariff. TOU Supplier will not impose any additional penalties or fees on TOU Customers other than those included in the Company's Time-of-Use Default Service Rider or Appendix B to this Agreement.

2.6 Obligation to Accept Additional Customers

The TOU Supplier will accept all referred Customers into the TOU default service who are transferred from the Company to the TOU Supplier and request enrollment during the Default Service Period.

2.7 Guaranteed Power Supply to TOU Customers for the Default Service Period

All TOU Customers enrolled in the TOU default service shall receive power at the rates calculated as set forth in Appendix A, from the TOU Customer's initial meter read date during the Default Service Period.

2.8 Default Service Period Conclusion

Upon conclusion of the Default Service Period, an enrolled TOU Customer will not automatically revert to Default Service. The TOU Supplier must inform Customers

of their right to select another EGS or return to Default Service prior to the conclusion of the service period, in accordance with the notice requirements of 52 Pa. Code § 54.5(g)(1). The TOU Supplier will retain the TOU Customer unless the Customer elects a different EGS or Default Service. If the TOU Supplier retains the TOU Customer, the TOU Supplier may establish new TOU prices, without Commission approval of those prices, in the same manner as any other EGS rates.

2.9 Enrollment Procedures and Policies

TOU Customers can enroll or switch to an EGS, including an alternative offer from the TOU Supplier, at any time during the Default Service Period without restriction or penalty.

2.10 Service Inquiries and Notices to TOU Customers

TOU Customers may direct inquiries regarding this Agreement, and any power supply or billing questions regarding the Time-of-Use Default Service Rider, to the Company, at the phone number which shall be provided in all TOU default service communications with TOU Customers.

Article 3 Early Termination of Agreement

The TOU Supplier wishing to withdraw from providing TOU default service is required to do so in compliance with the procedures included in Section 13 of the Company's Supplier Tariff. The TOU Supplier may only terminate its Consumer Contract and Disclosure Statement with TOU Customers in accordance with the terms and conditions in the form of Consumer Contract and Disclosure Statement set forth in Appendix B.

Article 4 Energy Efficiency and Conservation Programs

TOU Supplier acknowledges that TOU Customers may participate in energy efficiency and conservation programs offered by the Company (as required by Applicable Legal Authorities or otherwise), by PJM, or by other third parties, and that such participation may reduce or change the amount of TOU Supply that TOU Supplier is required to provide and, therefore, the amount of money it may receive under this Agreement. TOU Supply does not include the load which TOU Supplier may have served in the absence of such programs, and the Company shall have no obligation whatsoever to TOU Supplier with respect to the effect, if any, of such programs. TOU Supplier is solely responsible for determining the effect, if any, of such programs on future load requirements.

Article 5 Entire Agreement

This Agreement and Appendices constitute the entire Agreement and understanding between the Parties with respect to the services that are to be provided hereunder. All prior written and verbal agreements and representations, if any, with respect to these services are merged into and superseded by this Agreement. No revisions or modifications to this Agreement will be valid, unless written and executed by all Parties and approved by the PaPUC.

Article 6 Authorization

Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. This includes the Company's warranty that it has the authority to enter into the Agreement and is not bound to any

special contract or other commitment which will prevent the Company from discharging its obligations under this Agreement as of the commencement date. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

Article 7 Jurisdiction

Any and all matters of dispute between the Parties, whenever arising, shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania regardless of the theory upon which such matter is asserted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first written above.

ATTEST:

{INSERT EDC NAME HERE}

By: _____ By: _____

Name: [Insert Name]
Title: [Insert Title]

Name: [Insert Name]
Title: [Insert Title]

APPENDIX A

TIME OF USE PRICING

For service rendered xx/xx/xx to xx/xx/xx*

Summer Months (June – August)

TOU ON-PEAK Price EDC’s Residential PTC_{Default} X x.xx
(Penn Power 1.41/ West Penn Power 1.35)

TOU OFF-PEAK Price EDC’s Residential PTC_{Default} X x.xx
(Penn Power 0.78/ West Penn Power 0.82)

Non-Summer Months (September – May)

TOU ON-PEAK Price EDC’s Residential PTC_{Default}

TOU OFF-PEAK Price EDC’s Residential PTC_{Default}

* The EDC Consolidated Rate Ready Billing percentage off program used to bill the Time-of-Use Default Service Rider will first determine total customer Default Service revenue by taking the Price-To-Compare Default Service rate times the monthly On-Peak and Off-Peak kilowatt hours (“kWhs”). The revenue so determined will then be multiplied by the TOU Factors. The average rate will be calculated by dividing the kWh. As a result of rounding, the exact price per kWh will vary from the price per kWh shown above.

APPENDIX B

TIME OF USE AGREEMENT

**{INSERT EGS NAME HERE} CONSUMER CONTRACT AND
DISCLOSURE STATEMENT OF
TERMS OF PENNSYLVANIA RESIDENTIAL ELECTRIC GENERATION
SERVICE
LICENSE NUMBER {Insert EGS License Number here}**

Purchase of Power and Energy Service

(“{INSERT EGS Name HERE}”) agrees to sell, and you agree to buy, your full requirements for Time-of-Use (“TOU”) default service for residential electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the “Contract”). Price and other terms of this Contract are subject to change as provided below. {INSERT EGS Name HERE} reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words “you” and “your” refer to the Customer who has signed this Contract. The words “we”, “us” and “our” refer to {INSERT EGS Name HERE}. {INSERT EGS Name HERE} represents and warrants that it is an independent seller of electric generation service licensed by the Pennsylvania Public Utility Commission (“PaPUC”) and is representing or acting on behalf of the Electric Distribution Company (“EDC”) responsible for the service territory where you reside, e.g., West Penn Power Company or Pennsylvania Power Company (each referred to as the “Electric Distribution Company” or “EDC”). {Insert EGS Name Here} is not representing or acting on behalf of any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.

Term

The term will begin on the starting date that is the next meter read date after the EDC processes your enrollment (the “Starting Date”). Your switch to {INSERT EGS Name HERE} will commence with the next available meter reading following the Right of Rescission Period. You have the right at anytime to terminate this service. The term will continue month to month ending with customer notice, termination or modification of the Time-Of-Use Default Service Rider by the PaPUC.

Guarantee Period

You may terminate this Contract without incurring an early termination fee at any time by selecting another Electric Generation Service Provider or returning to Default Service with the EDC. To do so, you must also notify us in writing or by calling our customer care center at {insert EGS 800 number here}. Upon your termination of this Contract, we

will transfer your residential or small commercial electric generation service to be supplied by the EGS of your choice or your EDC at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date.

Variable Pricing

By choosing the TOU default service, your price for electric generation service during the summer months of service rendered June 1 – August 31 will be the EDC's Residential $PTC_{Default}$ multiplied by x.xx (Penn Power 1.41/ West Penn Power 1.35) for On-Peak Hours and the EDC's Residential $PTC_{Default}$ multiplied by x.xx (Penn Power 0.78/ West Penn Power 0.82) for Off-Peak Hours. Your price for non-summer month On-Peak and Off-Peak Hours will be the EDC's Residential $PTC_{Default}$. This variable price includes generation charges (as defined below), market based transmission charges (defined below) and all Independent System Operator charges (defined below) and gross receipt taxes. This variable price does not include distribution charges (as defined below) or other EDC charges including non-market based transmission charges (which will be invoiced by the EDC), applicable state or local sales or other taxes, nor any other governmental taxes or assessments, all of which will be passed through and invoiced to you in addition to the variable price. The Price-to-Compare kWhs rate may vary from the define equation above due to rounding.

Key Pricing Definitions

“Distribution charges” are part of the basic service charges on every Customer's bill for the physical delivery of electricity from the EDC to your home. The PaPUC regulates distribution prices and services. This charge will vary according to how much electricity you use.

“Generation charges” are charges that represent the cost of producing the electricity and are specific to this Contract. Generation prices and charges are set by the electric generation supplier you have chosen, which is {INSERT EGS Name HERE}. This charge will vary according to how much electricity you use.

“Independent System Operator charges” are charges for services necessary to support the transmission of electric power from seller to purchaser given the obligations of control areas and transmitting utilities within those control areas to maintain reliable operations of the interconnected transmission system

“Market Based Transmission & Ancillary Service charges” are charges that represent the market based costs of transporting electricity from the source of supply to the EDC. This charge will vary with your source of supply. The Federal Energy Regulatory Commission regulates transmission prices and services.

“Non-Market Based Transmission Charges” are part of the basic service charges on every Customer's bill for delivering electricity from the EDC to your home. These services

include Non Market Based Charges which consist of Regional Transmission Expansion Plan Costs (“RTEP”) charges billed under Schedule 6 of the PJM Operating Agreement, and PJM Expansion costs billed under Schedule 12 and 13 of the PJM Open Access Transmission Tariff. RTEPs and PJM Expansion Costs are billed by the Independent System Operator, and will be included on your bill from the EDC.

“Non-Summer Months” are the months of September through May.

“On-Peak Hours” are the hours from 12:00 p.m. to 9:00 p.m. weekdays.

“Off-Peak Hours” are the hours from 9:00 p.m. to 12:00 p.m. weekdays and all hours during weekends and recognized holidays observed for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Price-to-Compare” is a quarterly adjusted rate, in cents per kWh, representing the Company’s costs to provide Default Service to a Customer.

“PTC” See “Price-to-Compare” (defined above).

“PTC_{Default}” See “Price-to-Compare” (defined above).

“Summer Months” are the months of June through August.

Other Pricing Terms

The price charged for electric generation and market based transmission service under this Contract is reflective of competitive market conditions, was not set or approved by the PaPUC and does not include any applicable taxes (other than gross receipts taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your signup, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then applicable Contract term as provided in the “Term” and “Guarantee Period” sections.

Right of Rescission

You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below or by phone by calling us at {insert EGS 800 number here} that you would like to rescind this Contract.

Price Comparison

Because the EDC's tariff rates and other factors relevant to the EDC's current Residential Price-To- Compare shall change, {INSERT EGS Name HERE} cannot guarantee savings over the EDC's standard Default Service rates for the entire term of this Contract and any savings are limited to a comparison against the EDC's Residential Price-To- Compare applicable at the time you enter into this Contract, and your ability to shift load from On-Peak to Off-Peak periods.

Net Metering

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE {INSERT EGS NAME HERE} TO CHANGE YOUR ELECTRIC GENERATION SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE {INSERT EGS Name HERE} TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. {INSERT EGS Name HERE} will begin providing electric generation service to you on the next applicable meter read date after the EGS processes your enrollment and your service will continue throughout the term of this Contract. The EDC will notify you of the date on which your electric generation service from {INSERT EGS Name HERE} will begin. {INSERT EGS Name HERE}'s electric generation service will be delivered to your residence using the EDC's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes. {INSERT EGS Name HERE}'s obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a EDC distribution Customer throughout the term under the applicable residential electric rate class.

Billing and Payment

The cost of your electric generation service will be included on your bill from the EDC, and is due and payable when your EDC bill is due at the billing address provided in your EDC bill. You acknowledge that the EDC may provide us with your billing and payment information. You will be invoiced for {INSERT EGS Name HERE}'s charges under this Contract at the applicable price set forth in the "**Variable Pricing**" section above multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period. You agree to accept the measurements as determined by the

EDC for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the term of this Contract. {INSERT EGS Name HERE} reserves the right to change billing methods, upon the completion of the term of this Contract. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change.

Equal Payment Plan

The EDC is offering an Equal Payment Plan for our electric generation service charges. You may elect the Equal Payment Plan at any time by contacting the EDC's customer service department as long as you are not past due on your payments and are eligible for EDC consolidated billing. The Equal Payment Plan is calculated by estimating your Delivery Service Charges and electric generation service charges for a twelve (12) month period. A payment of approximately one-twelfth (1/12) of such estimate shall be rendered monthly by the EDC, subject to a monthly historical review by the EDC which may result in a change in the equal payment monthly amount to be paid by the Customer. The EDC will true up your account based on your actual charges upon termination of service or if you wish to discontinue Equal Payment Plan. For more information or to sign up for the Equal Payment Plan, contact the EDC customer service center at the number shown below.

Late or Insufficient Payment

When the EDC issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the EDC's late payment policies and procedures, including imposition of late fees, interest and other charges as described in the EDC's filed tariff(s) pursuant to the terms of the Company's Time-of-Use Default Service Rider. In addition, the EDC will have the ability to terminate service to a Customer for the Customer's non-payment of either EGS Basic Electric Supply charges or EDC charges.

Credit

In the event that the EDC does not continue to purchase the right to receive your payments during the term of this contract, {INSERT EGS Name HERE} reserves the

right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, {INSERT EGS Name HERE} uses uniform income, deposit and credit requirements in determining whether to offer service to our Customers. You hereby authorize {INSERT EGS Name HERE} to perform a credit check on you if the EDC does not continue to purchase the right to receive your payments.

Termination

{INSERT EGS Name HERE} may terminate this Contract if:

- You move within or outside of the EDC's service territory or you fail to remain an EDC distribution Customer throughout the term under the applicable residential electric rate class;
- You fail to be eligible for EDC consolidated billing throughout the term;
- You rescind your authorization for release of information provided in the "Information Release Authorization" section below; or,
- You provide any false, inaccurate or misleading information to {INSERT EGS Name HERE} or the EDC.

YOU MAY TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE TERM FOR YOUR CONVENIENCE BY GIVING US NOT LESS THAN 30 DAYS' PRIOR WRITTEN NOTICE.

Upon any termination of this Contract, you will need to select another service offered by this EGS, select another electric generation supplier or return to the EDC's standard Default Service. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between {INSERT EGS Name HERE} and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. The EDC will continue to respond to any service calls and emergencies and switching to {INSERT EGS Name HERE} will not impact your electric service reliability. Because the EDC purchases the right to receive your payments under this Contract, your payment obligations under this Contract are EDC charges for purposes of termination of service.

Assignment, Address Change

{INSERT EGS Name HERE} may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without notice or your consent in accordance with the rules and regulations of the PaPUC. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may terminate our Contract. You will be responsible for paying for all electricity supplied to your old address until the date this

Contract is terminated in accordance with its terms. If you move within the EDC's service territory, you must contact the EDC at the number provided in the "**Contact Information**" section below in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

Change in Terms

This Contract may be revised at any time by {INSERT EGS Name HERE} upon the Commission's approved modifications to TOU default service. Whenever changes to the terms of service in this Contract are proposed, you will receive two written notifications from us in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. You will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after the date of the second notice of the new terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date.

Information Release Authorization

Throughout the term, you authorize {INSERT EGS Name HERE} to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize {INSERT EGS Name HERE} to release such information to third parties that need to know such information in connection with your power and energy service and to {INSERT EGS Name HERE}'s affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

Dispute Resolution

If you have a billing or other dispute involving our service, please contact us at {Insert EGS 800 number here}. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. You may call the PaPUC if you are not satisfied after discussing the terms with us at 1-888-PUC-FACT or 1-800-782-1100 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265.

Limitation of Liability; Jury Trial Waiver

You agree that neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. {INSERT EGS Name HERE}'s liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 2 years. In no event will {INSERT EGS Name HERE} or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. BOTH YOU AND {INSERT EGS NAME HERE} AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

Force Majeure

We do not transmit or deliver electricity and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's system; nonperformance by the EDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

Miscellaneous

Except with respect to {INSERT EGS Name HERE}'s affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, and the provisions contained in the "**Limitation of Liability; Jury Trial Waiver**" section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you

and {INSERT EGS Name HERE}. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

Contact Information

{INSERT EGS Name HERE} RESIDENTIAL LICENSE NUMBER IS {Insert EGS license number here}

Should you have any questions about your {INSERT EGS Name HERE} contract or {INSERT EGS Name HERE} charges on your invoice, please contact us between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is {INSERT EGS 800 number HERE}. We can be reached by email at: {INSERT EGS WEB-SITE HERE} or by mail at: {INSERT EGS Mailing ADDRESS here}. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract. For emergencies relating to your service, such as a power outage, or for information about universal service programs, please call your EDC at the following number:

West Penn Power Company at 1-800-255-3443,
or Pennsylvania Power Company at 1-888-544-4877

The Pennsylvania Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 171053265, or by phone at 18006927380 and their website address is <http://www.puc.state.pa.us/>. You may contact the PUC if after discussing with us you are not satisfied with these terms and conditions.

RECEIVED

APR 16 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

EXHIBIT A

Time of Use Agreement

Residential Time of Use Customer Class Full Requirements

for

{INSERT EDC HERE}

TIME OF USE AGREEMENT

THIS TIME OF USE AGREEMENT (“Agreement”) is made and entered into as of {Insert Date} (“Effective Date”) by and between the {Insert EDC Name Here} (“Company”), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and _____ (“TOU Supplier”) a corporation organized and existing under the laws of [State of or Commonwealth of.....]. The Company and the TOU Supplier hereinafter are sometimes referred to collectively as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company is an electric public utility engaged, *inter alia*, in providing retail electric service within its service territory located in the Commonwealth of Pennsylvania; and

WHEREAS, the Company’s retail tariff includes a Time-of-Use (“TOU”) Default Service Rider to meet its obligation under Pennsylvania Act 129 of 2008 (“Act 129”) to have at least one Time-Of-Use rate available for residential Customers (“TOU Program”); and

WHEREAS, the Pennsylvania Public Utility Commission (“PaPUC” or “Commission”) has found that it would serve the public interest for the Company to secure licensed Electric Generation Suppliers (“EGS”) to provide residential Time-of-Use Default Service pursuant to the Company’s Time-of-Use Default Service Rider; and

WHEREAS, the Company has sought and received approval from the PaPUC to randomly assign Time-of-Use default service customers to participating EGSs, if they have no preference; and

WHEREAS, the TOU Supplier is licensed by the PaPUC to offer and supply competitive retail electric service in Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

Article 1: Definitions

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article.

- 1.1 **Agreement** – This Agreement for the TOU Supplier to provide default service to TOU Customers and Appendices attached hereto.
- 1.2 **Applicable Legal Authorities** – Those federal and Pennsylvania statutes and administrative rules, regulations and Orders that govern the electric utility industry in Pennsylvania, as they may be amended from time to time.
- 1.3 **Business Day** – Any day on which the Company’s corporate offices are open for business.
- 1.4 **Consolidated EDC Billing** – Shall have the meaning set forth in the Company’s Electric Generation Supplier Coordination Tariff as filed with the PaPUC and available on the Company’s website.
- 1.5 **Customer** – Any person or entity who has been provided a smart meter pursuant to the Company’s PaPUC-approved smart meter plan and who enters a contractual agreement with the Company to receive retail electric service including, without limitation, all persons or entities with a Company-provided smart meter taking service under a retail tariff that are eligible to receive competitive electricity supply from an EGS or Default Service in accordance with the Applicable Legal Authorities.
- 1.6 **Default Service** – Shall mean Default Service as defined in 52 Pa. Code § 54.182
- 1.7 **Default Service Period** – Shall mean the period beginning June 1, 2013 and ending when the PaPUC approves termination of the TOU Program.
- 1.8 **Electronic Data Interchange or “EDI”** – A standardized format for the electronic transfer of data between different entities.
- 1.9 **Electric Distribution Company or “EDC”** – A public utility providing facilities for the transmission and distribution of electricity to retail Customers in Pennsylvania subject to the jurisdiction of the Commission.

- 1.10 **Electric Generation Supplier or “EGS”** – A person or entity that is certified by the Commission to offer and provide competitive retail electric service to retail Customers located in the Commonwealth of Pennsylvania.
- 1.11 **FERC** – The Federal Energy Regulatory Commission.
- 1.12 **PJM** – PJM Interconnection, LLC
- 1.13 **Rate Schedule(s)** – The Customer rate schedule(s) in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.14 **Rate Ready** – Shall have the meaning set forth the Company’s Electric Generation Supplier Coordination Tariff as filed with the PaPUC and available on the Company’s website.
- 1.15 **Residential Class** – Customers on Pennsylvania Power Company Rate Schedules RS and RH and West Penn Power Domestic Service Schedule 10 as defined in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.16 **Seller** – The TOU Supplier.
- 1.17 **Service Territory** – The service territory in which the Company is authorized to furnish retail electric service in Pennsylvania.
- 1.18 **Supplier Tariff** - The PaPUC-approved Supplier Coordination Tariff for the Company.
- 1.19 **TOU** – Time of Use.
- 1.20 **TOU Customer(s)** – Retail Customers who are provided default service pursuant to the terms of the Company’s Time-Of-Use Default Service Rider in the Company’s Retail Electric Service Tariff as filed with the PaPUC and available on the Company’s website.
- 1.21 **TOU On - Peak Price** – The price, in cents per kWh, set forth in the Company’s Time-Of-Use Default Service Rider and Appendix A.
- 1.22 **TOU Off - Peak Price** – The price, in cents per kWh, set forth in the Company’s Time-Of-Use Default Service Rider and Appendix A.
- 1.23 **TOU Supplier** – An entity that: (i) has accepted the obligations and associated rights to provide Time-of-Use Default Service on behalf of the Company for retail Customers in accordance with the Applicable Legal Authorities; (ii) has entered into this Agreement with the Company as a Party; (iii) is a full member of PJM and registered with PJM as a Load Serving Entity; (iv) is licensed by the PaPUC to offer and supply electric generation services in Pennsylvania; and, (v) is in full compliance with the terms and conditions of the Company’s Electric Generation Supplier Coordination Tariff.
- 1.24 **TOU Supplier Representative** – Any officer, director, employee, consultant, contractor, or other agent or representative of the TOU Supplier having actual or apparent authority to act on behalf of the TOU Supplier in connection with TOU

Supplier's performance under this Agreement. To the extent the TOU Supplier is a division or group of a company, the term "TOU Supplier Representative" excludes any person in that company who is not a part of the TOU Supplier's division or group and is specifically limited to any person in that company who is a part of the TOU Supplier's division or group.

Article 2 General Terms and Conditions

2.1 Term

This Agreement shall be effective upon execution by the Parties with the approval by the PaPUC. This Agreement may be terminated by the existence of any of the following conditions: (1) if the TOU default service is terminated by governmental action before the end of the Default Service Period; (2) if the TOU Supplier is no longer a certified EGS; (3) if either Party is in material breach of this Agreement or the Supplier Tariff; or, (4) pursuant to Article 3 of this Agreement.

2.2 Modifications to Time Of Use Agreement

This Agreement may be modified from time to time to: 1) reflect changes in the Company's Time-of-Use default service rate; or 2) with the approval of the PaPUC.

2.3 Supplier Tariff

Except as otherwise stated herein, all terms and conditions of the Company's Supplier Tariff, as modified from time to time with the approval of the PaPUC, are incorporated herein by reference, are in full force and effect, and are binding upon the parties for the duration of this Agreement.

2.4 Company Obligations and Authority

The Company shall:

(a) Have a Time-of-Use Default Service Rider that has been approved by the PaPUC effective June 1, 2013;

(b) Bill TOU Customers on behalf of the TOU Supplier under Rate Ready Consolidated EDC Billing utilizing the summer On-Peak and Off-Peak rates, and the non-summer rates calculated as specified in quarterly adjusted Appendix A;

(c) Notify Customers pursuant to the Company's PaPUC-approved smart meter plan of the availability of the Time-of-Use Default Service Rider as required by Commission regulations;

(d) Record the Customer's intent to participate and then transmit the Customer's name, address, and account number to a TOU Supplier of their choice or, if the customer has no preference, on a rotating basis via a secure website post or secure electronic data transfer;

Deleted: s

(e) Assign Customer accounts to Seller of their choice or, if the customer has no preference, on a rotating basis, with the requisite Customer consent, consistent with the Supplier Tariff;

(f) Refer Customers that, during the Default Service Period, express an interest in Time-of-Use rates to the TOU Supplier of their choice or, if the customer has no preference, on a rotating basis designed to result in each of the participating TOU Suppliers receiving roughly the same number of TOU Customers for enrollment during a given month;

(g) Provide standard enrollment confirmation letters to TOU Customers;

(h) Notify TOU Supplier a minimum of 15 days prior to the date of a change in the TOU default service rate;

(i) Serve TOU Supplier with any filings at the PaPUC made by the Company that would modify the TOU default service rate, the Agreement, or the TOU Program;

(j) Provide monthly On-Peak and Off-Peak usage, based on actual or estimated monthly meter readings to the TOU Supplier for customers that chose or have been assigned to TOU Supplier; and

(k) Provide a TOU load profile for TOU Customers per Section 6 of the Company's Supplier Tariff, for use in estimating customer consumption for settlements as defined in Section 8 of the Company's Supplier Tariff, until such time that the Company has completed smart meter infrastructure deployment and the PaPUC has approved modifications to this Agreement and the Supplier Tariff that allow TOU Customers to be settled on an individual basis.

2.3 Obligations of the TOU Supplier

The TOU Supplier shall:

(a) Provide Competitive Energy Supply (as defined in the Supplier Tariff) to TOU Customers, consistent with the Company's Time-of-Use Default Service Rider, under the terms and conditions of service set forth in Appendix B ("TOU Supply");

(b) Meet all of the obligations and requirements of a PaPUC licensed EGS under the then-current Supplier Tariff;

(c) Cooperate with the Company in any regulatory compliance efforts that may be required to maintain the ongoing validity and enforceability of the terms of this

Agreement and the Time-of-Use Default Service Rider in the Company's retail electric service tariff, and fulfill any regulatory reporting requirement associated with the provision of TOU Supply before the PaPUC, FERC or any other regulatory body asserting jurisdiction;

(d) Utilize EDC Rate Ready Consolidated Billing to bill TOU Customers the TOU rates calculated as set forth in Appendix A and in the Company's Time-of-Use Default Service Rider;

(e) Submit the quarterly adjusted rates through the EDI protocol;

(f) Process TOU Customer enrollments, adhere to the Company's meter reading schedule, comply with the switching rules in the Supplier Tariff, mail contracts to TOU Customers providing standard terms and conditions of service as set forth in Appendix B, and maintain copies of contracts with TOU customers; and

(g) The TOU Supplier shall not drop service to an individual TOU Customer that chose or has been assigned to the TOU Supplier for TOU default service, except as requested by the TOU Customer or as provided for in Article 3.

2.4 No Guarantee of TOU Customers

Both Parties acknowledge that the Company's Time-of-Use Default Service Rider is only available to Customers in the Company's Service Territory that are in the Residential Class, that have smart metering installed in accordance with the terms of the Company's Smart Meter Technology Procurement and Installation Plan, and that affirmatively elect TOU default service during the Default Service Period. The Company makes no guarantee or representation as to: (1) the number of residential

Customers, if any, that will have smart metering installed during the term of this Agreement; or, (2) the number of residential Customers, if any, with smart metering installed that may enroll for service under the Time-of-Use Default Service Rider during the Default Service Period.

2.5 Fees, Penalties, and Exceptions

TOU Customers will be billed in accordance with the rates, terms and conditions of the Time-of-Use Default Service Rider in the Company's retail electric service tariff. TOU Suppliers will be paid by the Company pursuant to rates calculated in accordance with Appendix A and the terms and conditions of the Supplier Tariff. TOU Supplier will not impose any additional penalties or fees on TOU Customers other than those included in the Company's Time-of-Use Default Service Rider or Appendix B to this Agreement.

2.6 Obligation to Accept Additional Customers

The TOU Supplier will accept all referred Customers into the TOU default service who are transferred from the Company to the TOU Supplier and request enrollment during the Default Service Period.

2.7 Guaranteed Power Supply to TOU Customers for the Default Service Period

All TOU Customers enrolled in the TOU default service shall receive power at the rates calculated as set forth in Appendix A, from the TOU Customer's initial meter read date during the Default Service Period.

2.8 Default Service Period Conclusion

Upon conclusion of the Default Service Period, an enrolled TOU Customer will not automatically revert to Default Service. The TOU Supplier must inform Customers

of their right to select another EGS or return to Default Service prior to the conclusion of the service period, in accordance with the notice requirements of 52 Pa. Code § 54.5(g)(1). The TOU Supplier will retain the TOU Customer unless the Customer elects a different EGS or Default Service. If the TOU Supplier retains the TOU Customer, the TOU Supplier may establish new TOU prices, without Commission approval of those prices, in the same manner as any other EGS rates.

2.9 Enrollment Procedures and Policies

TOU Customers can enroll or switch to an EGS, including an alternative offer from the TOU Supplier, at any time during the Default Service Period without restriction or penalty.

2.10 Service Inquiries and Notices to TOU Customers

TOU Customers may direct inquiries regarding this Agreement, and any power supply or billing questions regarding the Time-of-Use Default Service Rider, to the Company, at the phone number which shall be provided in all TOU default service communications with TOU Customers.

Article 3 Early Termination of Agreement

The TOU Supplier wishing to withdraw from providing TOU default service is required to do so in compliance with the procedures included in Section 13 of the Company's Supplier Tariff. The TOU Supplier may only terminate its Consumer Contract and Disclosure Statement with TOU Customers in accordance with the terms and conditions in the form of Consumer Contract and Disclosure Statement set forth in Appendix B.

Article 4 Energy Efficiency and Conservation Programs

TOU Supplier acknowledges that TOU Customers may participate in energy efficiency and conservation programs offered by the Company (as required by Applicable Legal Authorities or otherwise), by PJM, or by other third parties, and that such participation may reduce or change the amount of TOU Supply that TOU Supplier is required to provide and, therefore, the amount of money it may receive under this Agreement. TOU Supply does not include the load which TOU Supplier may have served in the absence of such programs, and the Company shall have no obligation whatsoever to TOU Supplier with respect to the effect, if any, of such programs. TOU Supplier is solely responsible for determining the effect, if any, of such programs on future load requirements.

Article 5 Entire Agreement

This Agreement and Appendices constitute the entire Agreement and understanding between the Parties with respect to the services that are to be provided hereunder. All prior written and verbal agreements and representations, if any, with respect to these services are merged into and superseded by this Agreement. No revisions or modifications to this Agreement will be valid, unless written and executed by all Parties and approved by the PaPUC.

Article 6 Authorization

Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. This includes the Company's warranty that it has the authority to enter into the Agreement and is not bound to any

special contract or other commitment which will prevent the Company from discharging its obligations under this Agreement as of the commencement date. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

Article 7 Jurisdiction

Any and all matters of dispute between the Parties, whenever arising, shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania regardless of the theory upon which such matter is asserted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first written above.

ATTEST:

{INSERT EDC NAME HERE}

By: _____ By: _____

Name: [Insert Name]
Title: [Insert Title]

Name: [Insert Name]
Title: [Insert Title]

APPENDIX A

TIME OF USE PRICING

For service rendered xx/xx/xx to xx/xx/xx*

Summer Months (June – August)

TOU ON-PEAK Price **EDC's Residential PTC_{Default}** **X** **x.xx**
(Penn Power 1.41/ West Penn Power 1.35)

TOU OFF-PEAK Price **EDC's Residential PTC_{Default}** **X** **x.xx**
(Penn Power 0.78/ West Penn Power 0.82)

Non-Summer Months (September – May)

TOU ON-PEAK Price **EDC's Residential PTC_{Default}**

TOU OFF-PEAK Price **EDC's Residential PTC_{Default}**

* The EDC Consolidated Rate Ready Billing percentage off program used to bill the Time-of-Use Default Service Rider will first determine total customer Default Service revenue by taking the Price-To-Compare Default Service rate times the monthly On-Peak and Off-Peak kilowatt hours ("kWhs"). The revenue so determined will then be multiplied by the TOU Factors. The average rate will be calculated by dividing the kWh. As a result of rounding, the exact price per kWh will vary from the price per kWh shown above.

APPENDIX B

TIME OF USE AGREEMENT

**{INSERT EGS NAME HERE} CONSUMER CONTRACT AND
DISCLOSURE STATEMENT OF
TERMS OF PENNSYLVANIA RESIDENTIAL ELECTRIC GENERATION
SERVICE
LICENSE NUMBER {Insert EGS License Number here}**

Purchase of Power and Energy Service

(“{INSERT EGS Name HERE}”) agrees to sell, and you agree to buy, your full requirements for Time-of-Use (“TOU”) default service for residential electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the “Contract”). Price and other terms of this Contract are subject to change as provided below. {INSERT EGS Name HERE} reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words “you” and “your” refer to the Customer who has signed this Contract. The words “we”, “us” and “our” refer to {INSERT EGS Name HERE}. {INSERT EGS Name HERE} represents and warrants that it is an independent seller of electric generation service licensed by the Pennsylvania Public Utility Commission (“PaPUC”) and is representing or acting on behalf of the Electric Distribution Company (“EDC”) responsible for the service territory where you reside, e.g., West Penn Power Company or Pennsylvania Power Company (each referred to as the “Electric Distribution Company” or “EDC”). {Insert EGS Name Here} is not representing or acting on behalf of any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.

Term

The term will begin on the starting date that is the next meter read date after the EDC processes your enrollment (the “Starting Date”). Your switch to {INSERT EGS Name HERE} will commence with the next available meter reading following the Right of Rescission Period. You have the right at anytime to terminate this service. The term will continue month to month ending with customer notice, termination or modification of the Time-Of-Use Default Service Rider by the PaPUC.

Guarantee Period

You may terminate this Contract without incurring an early termination fee at any time by selecting another Electric Generation Service Provider or returning to Default Service with the EDC. To do so, you must also notify us in writing or by calling our customer care center at {insert EGS 800 number here}. Upon your termination of this Contract, we

will transfer your residential or small commercial electric generation service to be supplied by the EGS of your choice or your EDC at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date.

Variable Pricing

By choosing the TOU default service, your price for electric generation service during the summer months of service rendered June 1 – August 31 will be the EDC's Residential $PTC_{Default}$ multiplied by x.xx (Penn Power 1.41/ West Penn Power 1.35) for On-Peak Hours and the EDC's Residential $PTC_{Default}$ multiplied by x.xx (Penn Power 0.78/ West Penn Power 0.82) for Off-Peak Hours. Your price for non-summer month On-Peak and Off-Peak Hours will be the EDC's Residential $PTC_{Default}$. This variable price includes generation charges (as defined below), market based transmission charges (defined below) and all Independent System Operator charges (defined below) and gross receipt taxes. This variable price does not include distribution charges (as defined below) or other EDC charges including non-market based transmission charges (which will be invoiced by the EDC), applicable state or local sales or other taxes, nor any other governmental taxes or assessments, all of which will be passed through and invoiced to you in addition to the variable price. The Price-to-Compare kWhs rate may vary from the define equation above due to rounding.

Key Pricing Definitions

“Distribution charges” are part of the basic service charges on every Customer’s bill for the physical delivery of electricity from the EDC to your home. The PaPUC regulates distribution prices and services. This charge will vary according to how much electricity you use.

“Generation charges” are charges that represent the cost of producing the electricity and are specific to this Contract. Generation prices and charges are set by the electric generation supplier you have chosen, which is {INSERT EGS Name HERE}. This charge will vary according to how much electricity you use.

“Independent System Operator charges” are charges for services necessary to support the transmission of electric power from seller to purchaser given the obligations of control areas and transmitting utilities within those control areas to maintain reliable operations of the interconnected transmission system

“Market Based Transmission & Ancillary Service charges” are charges that represent the market based costs of transporting electricity from the source of supply to the EDC. This charge will vary with your source of supply. The Federal Energy Regulatory Commission regulates transmission prices and services.

“Non-Market Based Transmission Charges” are part of the basic service charges on every Customer’s bill for delivering electricity from the EDC to your home. These services

include Non Market Based Charges which consist of Regional Transmission Expansion Plan Costs (“RTEP”) charges billed under Schedule 6 of the PJM Operating Agreement, and PJM Expansion costs billed under Schedule 12 and 13 of the PJM Open Access Transmission Tariff. RTEPs and PJM Expansion Costs are billed by the Independent System Operator, and will be included on your bill from the EDC.

“Non-Summer Months” are the months of September through May.

“On-Peak Hours” are the hours from 12:00 p.m. to 9:00 p.m. weekdays.

“Off-Peak Hours” are the hours from 9:00 p.m. to 12:00 p.m. weekdays and all hours during weekends and recognized holidays observed for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Price-to-Compare” is a quarterly adjusted rate, in cents per kWh, representing the Company’s costs to provide Default Service to a Customer.

“PTC” See “Price-to-Compare” (defined above).

“PTC_{Default}” See “Price-to-Compare” (defined above).

“Summer Months” are the months of June through August.

Other Pricing Terms

The price charged for electric generation and market based transmission service under this Contract is reflective of competitive market conditions, was not set or approved by the PaPUC and does not include any applicable taxes (other than gross receipts taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your signup, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then applicable Contract term as provided in the “Term” and “Guarantee Period” sections.

Right of Rescission

You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below or by phone by calling us at {insert EGS 800 number here} that you would like to rescind this Contract.

Price Comparison

Because the EDC's tariff rates and other factors relevant to the EDC's current Residential Price-To- Compare shall change, {INSERT EGS Name HERE} cannot guarantee savings over the EDC's standard Default Service rates for the entire term of this Contract and any savings are limited to a comparison against the EDC's Residential Price-To- Compare applicable at the time you enter into this Contract, and your ability to shift load from On-Peak to Off-Peak periods.

Net Metering

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE {INSERT EGS NAME HERE} TO CHANGE YOUR ELECTRIC GENERATION SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE {INSERT EGS Name HERE} TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. {INSERT EGS Name HERE} will begin providing electric generation service to you on the next applicable meter read date after the EGS processes your enrollment and your service will continue throughout the term of this Contract. The EDC will notify you of the date on which your electric generation service from {INSERT EGS Name HERE} will begin. {INSERT EGS Name HERE}'s electric generation service will be delivered to your residence using the EDC's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes. {INSERT EGS Name HERE}'s obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a EDC distribution Customer throughout the term under the applicable residential electric rate class.

Billing and Payment

The cost of your electric generation service will be included on your bill from the EDC, and is due and payable when your EDC bill is due at the billing address provided in your EDC bill. You acknowledge that the EDC may provide us with your billing and payment information. You will be invoiced for {INSERT EGS Name HERE}'s charges under this Contract at the applicable price set forth in the "**Variable Pricing**" section above multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period. You agree to accept the measurements as determined by the

EDC for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the term of this Contract. {INSERT EGS Name HERE} reserves the right to change billing methods, upon the completion of the term of this Contract. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change.

Equal Payment Plan

The EDC is offering an Equal Payment Plan for our electric generation service charges. You may elect the Equal Payment Plan at any time by contacting the EDC's customer service department as long as you are not past due on your payments and are eligible for EDC consolidated billing. The Equal Payment Plan is calculated by estimating your Delivery Service Charges and electric generation service charges for a twelve (12) month period. A payment of approximately one-twelfth (1/12) of such estimate shall be rendered monthly by the EDC, subject to a monthly historical review by the EDC which may result in a change in the equal payment monthly amount to be paid by the Customer. The EDC will true up your account based on your actual charges upon termination of service or if you wish to discontinue Equal Payment Plan. For more information or to sign up for the Equal Payment Plan, contact the EDC customer service center at the number shown below.

Late or Insufficient Payment

When the EDC issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the EDC's late payment policies and procedures, including imposition of late fees, interest and other charges as described in the EDC's filed tariff(s) pursuant to the terms of the Company's Time-of-Use Default Service Rider. In addition, the EDC will have the ability to terminate service to a Customer for the Customer's non-payment of either EGS Basic Electric Supply charges or EDC charges.

Credit

In the event that the EDC does not continue to purchase the right to receive your payments during the term of this contract, {INSERT EGS Name HERE} reserves the

right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, {INSERT EGS Name HERE} uses uniform income, deposit and credit requirements in determining whether to offer service to our Customers. You hereby authorize {INSERT EGS Name HERE} to perform a credit check on you if the EDC does not continue to purchase the right to receive your payments.

Termination

{INSERT EGS Name HERE} may terminate this Contract if:

- You move within or outside of the EDC's service territory or you fail to remain an EDC distribution Customer throughout the term under the applicable residential electric rate class;
- You fail to be eligible for EDC consolidated billing throughout the term;
- You rescind your authorization for release of information provided in the **"Information Release Authorization"** section below; or,
- You provide any false, inaccurate or misleading information to {INSERT EGS Name HERE} or the EDC.

YOU MAY TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE TERM FOR YOUR CONVENIENCE BY GIVING US NOT LESS THAN 30 DAYS' PRIOR WRITTEN NOTICE.

Upon any termination of this Contract, you will need to select another service offered by this EGS, select another electric generation supplier or return to the EDC's standard Default Service. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between {INSERT EGS Name HERE} and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. The EDC will continue to respond to any service calls and emergencies and switching to {INSERT EGS Name HERE} will not impact your electric service reliability. Because the EDC purchases the right to receive your payments under this Contract, your payment obligations under this Contract are EDC charges for purposes of termination of service.

Assignment, Address Change

{INSERT EGS Name HERE} may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without notice or your consent in accordance with the rules and regulations of the PaPUC. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may terminate our Contract. You will be responsible for paying for all electricity supplied to your old address until the date this

Contract is terminated in accordance with its terms. If you move within the EDC's service territory, you must contact the EDC at the number provided in the "**Contact Information**" section below in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

Change in Terms

This Contract may be revised at any time by {INSERT EGS Name HERE} upon the Commission's approved modifications to TOU default service. Whenever changes to the terms of service in this Contract are proposed, you will receive two written notifications from us in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. You will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after the date of the second notice of the new terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date.

Information Release Authorization

Throughout the term, you authorize {INSERT EGS Name HERE} to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize {INSERT EGS Name HERE} to release such information to third parties that need to know such information in connection with your power and energy service and to {INSERT EGS Name HERE}'s affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

Dispute Resolution

If you have a billing or other dispute involving our service, please contact us at {Insert EGS 800 number here}. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. You may call the PaPUC if you are not satisfied after discussing the terms with us at 1-888-PUC-FACT or 1-800-782-1100 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265.

Limitation of Liability; Jury Trial Waiver

You agree that neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. {INSERT EGS Name HERE}'s liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 2 years. In no event will {INSERT EGS Name HERE} or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. BOTH YOU AND {INSERT EGS NAME HERE} AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

Force Majeure

We do not transmit or deliver electricity and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's system; nonperformance by the EDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

Miscellaneous

Except with respect to {INSERT EGS Name HERE}'s affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, and the provisions contained in the "**Limitation of Liability; Jury Trial Waiver**" section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you

and {INSERT EGS Name HERE}. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

Contact Information

{INSERT EGS Name HERE} RESIDENTIAL LICENSE NUMBER IS {Insert EGS license number here}

Should you have any questions about your {INSERT EGS Name HERE} contract or {INSERT EGS Name HERE} charges on your invoice, please contact us between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is {INSERT EGS 800 number HERE}. We can be reached by email at: {INSERT EGS WEB-SITE HERE} or by mail at: {INSERT EGS Mailing ADDRESS here}. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract. For emergencies relating to your service, such as a power outage, or for information about universal service programs, please call your EDC at the following number:

West Penn Power Company at 1-800-255-3443,
or Pennsylvania Power Company at 1-888-544-4877

The Pennsylvania Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 171053265, or by phone at 18006927380 and their website address is <http://www.puc.state.pa.us/>. You may contact the PUC if after discussing with us you are not satisfied with these terms and conditions.

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APR 16 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Calendar for Time-of-Use Program

March 28, 2013	Companies announce Time of Use Program to EGSs at Supplier Meeting.
April 15, 2013	Companies filed PTCs that will be effective June through August 2013.
May 2, 2013	EGSs to notify the Companies they are participating in the TOU Program.
Beginning June 1	EDC informs WPP and PP Residential or Small Commercial Default Service Customers that contact the Company regarding the TOU program of their ability to participate in the TOU Program.
Beginning June 1	EGSs mail welcome packets to participating customers.
60 days prior	EGSs to notify the Companies they are participating in the TOU Program.
40 days prior	EDCs file PTCs that will be in effect for the upcoming March, June, September or December time period.
30 days prior	EGSs to notify the Companies they are suspending participating in the TOU Program.

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APR 16 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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APR 16 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

EXHIBIT C

Customer Referral Program Agreement
Residential and Small Commercial Customer Class Full Requirements
for
{Insert EDC Here}

RECEIVED

APR 16 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

CUSTOMER REFERRAL PROGRAM AGREEMENT

THIS CUSTOMER REFERRAL PROGRAM AGREEMENT (“Agreement”) is made and entered into as of {Insert Date} (“Effective Date”) by and between **{Insert EDC Name Here }** (“Company”), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and _____ (“Customer Referral Supplier”) a corporation organized and existing under the laws of [State of or Commonwealth of.....]. The Company and the Customer Referral Supplier hereinafter are sometimes referred to collectively as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company is an electric public utility engaged, inter alia, in providing retail electric service within its service territory located in the Commonwealth of Pennsylvania; and

WHEREAS, the Pennsylvania Public Utility Commission (“PaPUC” or “Commission”) has found that it would serve the public interest for the Company to establish a Customer Referral Program to refer customers that contact the Company to licensed Electric Generation Suppliers (“EGSs”), and the PaPUC has approved the Program; and

WHEREAS, the undersigned EGS desires to participate in the Customer Referral Program.

WHEREAS, the Customer Referral Supplier is licensed by the PaPUC to offer and supply competitive retail electric services in Pennsylvania, and is a registered supplier under the Company’s Supplier Coordination Tariff.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

Article 1 Definitions

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article.

- 1.1 **Agreement** – This Agreement for an EGS to become a Customer Referral Supplier and to participate in the Company’s Customer Referral Program together with attached Appendices.
- 1.2 **Applicable Legal Authorities** - Those federal and Pennsylvania statutes and administrative rules, regulations and Orders that govern the electric utility industry in Pennsylvania, as they may be amended from time to time.
- 1.3 **Business Day** – Any day on which the Company’s corporate offices are open for business.
- 1.4 **Company** – Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company or West Penn Power Company individually, or in combination as the “Companies.”
- 1.5 **Consolidated EDC Billing** - Shall have the meaning set forth in the Company’s Supplier Tariff as filed with the PaPUC and available on the Company’s website.
- 1.6 **Customer** – Any person or entity who enters a contractual agreement with the Company to receive retail electric service including, without limitation, all persons or entities taking service under a retail tariff that are eligible to receive competitive electricity supply from an EGS or Default Service in accordance with the Applicable Legal Authorities.
- 1.7 **Customer Referral Customer(s)** – Customers who are provided competitive retail electric service as part of the Customer Referral Program in accordance with the terms of this Agreement.
- 1.8 **Customer Referral Program or “CRP”** – The Customer Referral Program as defined in this agreement
- 1.9 **Customer Referral Program Implementation Team** – customer service representatives trained in Pennsylvania customer choice issues and processes and the Customer Referral Program, employed by the Company directly or as independent contractors to implement the Customer Referral Program on behalf of the Company.

- 1.10 **Customer Referral 12 Month Fixed Price** – The 12 month fixed price set forth each quarter in the Confirmation Sheet, which shall be in the form provided in Appendix A. The fixed price includes all EGS charges for Basic Electricity Supply including generation charges, market based transmission charges, and all Independent System Operator charges and gross receipt taxes. The fixed price shall be billed to an enrolled customer for 12 consecutive billing periods.
- 1.11 **Customer Referral Supplier** – An entity that: (i) has accepted the obligations and associated rights to provide competitive retail electric service under the terms of this Agreement to retail customers in accordance with the Applicable Legal Authorities; (ii) has entered into this Agreement with the Company; (iii) is a full member of PJM and registered with PJM as a Load Serving Entity; (iv) is licensed by the PaPUC to offer and supply electric generation services in Pennsylvania, and (v) is in compliance with the terms and conditions of the Company’s Supplier Tariff.
- 1.12 **Customer Referral Supplier Representative** – Any officer, director, employee, consultant, contractor, or other agent or representative of the Customer Referral Supplier having actual or apparent authority to act on behalf of the Customer Referral Supplier in connection with the Customer Referral Supplier’s performance under this Agreement. To the extent the Customer Referral Supplier is a division or group of a Company, the term Customer Referral Supplier Representative does not include any person in that Company who is not part of the Customer Referral Supplier’s division or group.
- 1.13 **Default Service** – Shall mean Default Service as defined in 52 Pa. Code § 54.182.
- 1.14 **Electric Distribution Company or “EDC”** – A public utility providing facilities for the transmission and distribution of electricity to retail Customers in Pennsylvania subject to the jurisdiction of the Commission.
- 1.15 **Electric Generation Supplier or “EGS”** – A person or entity that is duly certified by the Commission to offer and provide competitive retail electric service to retail customers located in the Commonwealth of Pennsylvania.
- 1.16 **Electronic Data Interchange or “EDI”** – The standardized format for the electronic transfer of data between different entities.
- 1.17 **FERC** – The Federal Energy Regulatory Commission.
- 1.18 **Price-to-Compare** – Shall mean “price-to-compare” as defined in 52 Pa. Code § 54.182.
- 1.19 **Participating EGSs** – All EGSs that have executed this Agreement.
- 1.20 **PJM** – PJM Interconnection, LLC.
- 1.21 **Rate Schedule(s)** – The Customer rate schedule(s) in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.22 **Rate Ready** – Shall have the meaning set forth in the Company’ Supplier Tariff as filed with the PaPUC and available on the Company’s website.

- 1.23 **Residential Customer** – Customers on: Rate Schedules RS, RT and GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service. (Metropolitan Edison Company and Pennsylvania Electric Company); Rate Schedules RS; RS Optional Controlled Service Rider; RH; RH Water Heating Option; WH; and GS Special Provision for Volunteer Fire Companies, Non-Profit Senior Citizen Centers, Non-Profit Rescue Squads, and Non-Profit Ambulance Services (Pennsylvania Power Company); or Domestic Service Schedule 10 (West Penn Power Company), each as defined in the electric service tariff of the Company on file with the Commission as they may be modified from time to time.
- 1.24 **Seller** – means the Customer Referral Supplier.
- 1.25 **Service Territory** – The service territory in which the Company is authorized to furnish retail electric service in Pennsylvania.
- 1.26 **Small Commercial Customer** - Customer on Rate Schedule GS-Small (Metropolitan Edison Company and Pennsylvania Electric Company); General Service - Small (Pennsylvania Power Company); or General Service Schedule 20 (West Penn Power Company) as defined in each respective Company's electric service tariff on file with the Commission as such may be modified from time to time.
- 1.27 **Supplier Tariff** –The PaPUC-approved Electric Generation Supplier Tariff for the Company.

Article 2 General Terms and Conditions

2.1 Term

This Agreement shall be effective upon execution by the Parties and with the approval of the PaPUC and shall terminate on May 31, 2015. This Agreement may be terminated prior to the end of each such term by the existence of any of the following conditions: (1) if the Customer Referral Program is terminated by governmental action; (2) if the Customer Referral Supplier is no longer a certified EGS; (3) if either Party is in material breach of this Agreement or the Supplier Tariff; or (4) pursuant to Article 3 of this Agreement.

2.2 Customer Referral Supplier Participation and Suspension of Participation

Customer Referral Suppliers will be able to begin participation in the Program effective on the following dates each year: June 1, September 1, December 1 or March 1. In order to participate, a Customer Referral Supplier must provide notice of its intent to participate in the Customer Referral Program at least sixty days prior to its desired effective date. A Customer Referral Supplier may suspend its participation in the Customer Referral Program effective on those same four dates (June 1, September 1, December 1 or March 1) and must provide notice of its intent to suspend participation at least thirty days prior to its desired effective suspension date. Notice of participation or suspension of participation shall be provided in the Form of Appendix C attached hereto.

2.3 Supplier Tariff

Except as otherwise stated herein, all the terms and conditions of the Company's Supplier Tariff, as filed with the PaPUC and available on the Company's website, and as modified from time to time with the approval of the Commission, are incorporated herein by reference, are in full force and effect and are binding upon the Parties for the duration of this Agreement.

2.4 CRP Charges – Calculation

Each Company will incur the following types of cost related to the Customer Referral Program: (1) capital and start up costs, such as costs associated with programming, development of phone scripts, administration of developing third party vendor arrangements, etc. (the "Initial CRP Costs"); and (2) ongoing monthly costs, such as third party contractor charges and continuing internal administrative costs (the

“Ongoing CRP Costs”; collectively, “CRP Costs”). The Companies will update their estimate of the CRP Costs prior to soliciting EGS participation in the CRP.

Each Company will track and record its CRP Costs separately, and each Company will recover CRP Costs from Customer Referral Suppliers by assessing a standard, per-customer charge (the “CRP Charge”), not to exceed \$30. The CRP Charge is subject to change by order of the Pa PUC or a Court of competent jurisdiction, and such change might be retroactive. A Customer Referral Supplier will be assessed a CRP Charge for every CRP customer enrollment that has been completed for that Customer Referral Supplier. The CRP Charge will be calculated on an annual basis, with a new CRP Charge becoming effective June 1 of each year.

The CRP Charge will be calculated by dividing CRP Costs by a projected number of customer enrollments in the CRP during the applicable year. Three cost components will be included in the CRP calculation: (1) Initial CRP Costs; (2) Ongoing CRP Costs; and (3) a reconciliation component for each year beyond the first year of the CRP (the “Reconciliation Component”). The Initial CRP Costs will be recovered utilizing a 12-month amortization period, and will include a return at the legal rate of interest.

In the event that the actual CRP Costs result in a cost per customer that exceeds the CRP Charge, the Companies will recover the resulting difference between their actual costs and the amount recovered by their CRP Charge through a non-bypassable surcharge applied to the bills of all Customers eligible to participate in the CRP. .

2.5 CRP Charges

Consistent with the calculation methodology in Section 2.4, the Companies will provide updates of the CRP Charge to the Customer Referral Suppliers annually and will communicate the annual CRP Charge to Customer Referral Suppliers through a modification to Appendix B attached hereto, by May 1 of each year.

2.6 Company Obligations and Authority

The Company shall:

(a) Record the Customer's intent to participate and then transmit the following to each participating EGS via a secure website post or secure EDI transmittal: (1) the Customer's intent to participate; (2) the Company's twenty-digit customer identification number; and (3) the Customer's billing address. This transmission will provide the EGS with a valid referral for processing an enrollment.

(b) Bill the Customer Referral Customers on behalf of the Customer Referral Supplier under Rate Ready Consolidated EDC Billing utilizing the Customer Referral 12-Month Fixed Price in effect when the Customer enrolls, as set forth in Appendix A (the "Confirmation Sheet");

(c) Assign to the Customer Referral Supplier all eligible Customer accounts enrolled by the Customer Referral Supplier, with the requisite Customer consent, consistent with the Supplier Tariff as filed with the PaPUC and available on the Company's website;

(d) Inform Residential and Small Commercial Default Service Customers that contact the Company regarding a high bill, a new service request, or electric choice inquiry, that they have the ability to purchase power from an EGS at favorable prices and offering such Customers the opportunity to have their call transferred to the Company's Customer Referral Program Implementation Team;

(e) Have the Customer Referral Program Implementation Team inform the customer that the Company can refer the customer to an EGS with a 12-month fixed price that is 7% below the EDC's current Price-To-Compare default service rate.

(f) The Company will give the Customer an opportunity, at the Customer's election, to choose an EGS or to be referred to an EGS on a rotating basis. The rotation process is designed to provide each EGS participating in Customer Referral Program generally equivalent numbers of rotation-assigned customers, by service type. EGSs must serve all such Residential or Small Commercial Customers referred through a Customer Referral Program.

(g) Secure PaPUC approval to implement the Customer Referral Program for the period August 1, 2013 to May 31, 2015.

2.6 Obligations of the Customer Referral Supplier

The Customer Referral Supplier shall:

(a) Provide Competitive Energy Supply (as defined in the Supplier Tariff) to Customer Referral Customers, consistent with the terms and conditions of service set forth in this Agreement ("Customer Referral Supply"), and PaPUC Orders regarding the Customer Referral Program;

(b) Meet all of the obligations and requirements of a PaPUC-licensed EGS under the then current Supplier Tariff;

(c) Cooperate, at its own expense, with the Company in any regulatory compliance efforts that may be required to maintain the ongoing validity and enforceability of the terms of this Agreement, and fulfill any regulatory reporting requirement associated with the provision of the Customer Referral Supply, before the PaPUC, FERC or any other regulatory body asserting jurisdiction;

(d) Use EDC Rate Ready Consolidated Billing to bill Customer Referral Customers the Customer Referral 12-Month Fixed Price in effect when the Customer enrolled in the Customer Referral Program as set forth in the applicable Confirmation Sheet for 12 consecutive billing periods, unless the contract is terminated by the customer;

(e) After receiving a valid referral for enrollment, issue a standard disclosure statement, consistent with the Terms and Conditions of the Customer Referral Program and welcome kit to the customer at least 3 days prior to transmitting an EDI 814 enrollment transaction to the EDC;

(f) Transmit an EDI 814 enrollment transaction to the EDC consistent with Commission regulations and adhere to the Company's meter reading schedule and comply with the switching rules in the Company's Supplier Tariff;

(g) Pay bills rendered from the EDC relating to the CRP (including the CRP Charge) within 30 days; and

(h) Comply with Commission regulations regarding notice of a price change and changes in the terms and conditions of service following the 12-month initial contract period.

2.7 No Guarantee of Customer Referral Customers

The Company makes no guarantee or representation as to the number of Residential or Small Commercial Customers, if any, that will become Customer Referral Customers or will become Customer Referral Customers of any particular EGS during the term of this Agreement.

2.8 Fees, Penalties, and Exceptions

Customer Referral Customers will be billed the Customer Referral 12-Month Fixed Price, as applicable, set forth in the applicable Confirmation Sheet under and subject to the terms and conditions set forth herein and in applicable PaPUC Orders. Customer Referral Suppliers will be paid by the Company pursuant to the Customer Referral 12-Month Fixed Price, as applicable, set forth in the applicable Confirmation Sheet and the terms and conditions of the Supplier Tariff. Customer Referral Suppliers will not impose any penalties or fees on Customer Referral Customers.

2.9 Guaranteed Power Supply to Customer Referral Customers for One Year

All Customer Referral Customers enrolled in the Customer Referral Program shall receive power at the Customer Referral 12-Month Fixed Price, as applicable, as set forth in the applicable Confirmation Sheet from the Customer Referral Customer's initial meter read date during the contract terms set forth in Appendix A and ending with the Customer Referral Customer's last meter read date during the 12 month contract term

such that the Customer will receive 12 consecutive bills calculated using the Customer Referral 12-Month Fixed Price applicable to the Customer at the time of enrollment.

2.10 Enrollment Procedures and Policies

Customer Referral Customers can enroll or switch to an EGS, including an alternative offer from the Customer Referral Supplier, or return to Default Service at any time during the 12 month period that the 12-Month Fixed Price is billed without restriction or penalty.

2.11 Service Inquiries and Notices to Customer Referral Customers

Customer Referral Customers may direct inquiries regarding this Agreement and any power supply or billing questions regarding the Customer Referral Program to the Customer Referral Supplier, whose address and phone number shall be provided in all communications with Customer Referral Customers regarding the Customer Referral Program.

Article 3 Early Termination of Agreement

The Customer Referral Supplier may only terminate its Consumer Contract and Disclosure Statement with Customer Referral Customers during the initial 12 month billing period upon 30 days' prior written notice to the customer due to a change in law or other act beyond the Customer Referral Supplier's reasonable control or if the Customer Referral Supplier is no longer able to serve the customer. In addition, the Customer Referral Supplier may reject the enrollment or terminate its Consumer Contract if the Customer does any of the following:

- Moves within or outside of the EDC's service territory or fails to remain an EDC distribution Customer throughout the term under the applicable residential or small commercial electric rate class;
- Fails to be eligible for EDC consolidated billing throughout the term;
- Provides any false, inaccurate or misleading information to the Customer Referral Supplier or the EDC.

Article 4 Energy Efficiency and Conservation Programs

The Customer Referral Supplier acknowledges that Customer Referral Customers may participate in energy efficiency and conservation programs offered by the Company (as required by Applicable Legal Authorities or otherwise), by PJM, or by other third parties, and that such participation may reduce or change the amount of Customer Referral Supply that Customer Referral Supplier is required to provide and, therefore, the amount of money it may receive under this Agreement. Customer Referral Supply does not include the load which the Customer Referral Supplier may have served in the absence of such programs, and the Company shall have no obligation whatsoever to Customer Referral Supplier with respect to the effect, if any, of such programs. Customer Referral Supplier is solely responsible for determining the effect, if any, of such programs on future load requirements.

Article 5 Entire Agreement

This Agreement and Appendices attached hereto constitute the entire Agreement and understanding between the Parties with respect to the services that are being provided hereunder. All prior written and verbal agreements and representations, if any, with respect to these services are merged into and superseded by this Agreement. No revisions or modifications to this Agreement will be valid, unless written and executed by all Parties and approved by the PaPUC.

Article 6 Authorization

Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

Article 7 Jurisdiction

Any and all matters of dispute between the Parties, whenever arising, shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania regardless of the theory upon which such matter is asserted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first written above.

ATTEST:

{INSERT EDC HERE}

By: _____ By: _____

Name: [Insert Name]
Title: [Insert Title]

Name: [Insert Name]
Title: [Insert Title]

APPENDIX A

**RESIDENTIAL OR SMALL COMMERCIAL CUSTOMER REFERRAL
PROGRAM PRICING
CONFIRMATION SHEET**

**FOR CUSTOMER ENROLLMENTS FOR THE PERIOD XX/XX/XXXX TO
XX/XX/XXXX**

The Customer Referral Supplier shall bill Customer Referral Customers in the [Name of EDC and name of Class] program that have been enrolled* during the period XX/XX/XXXX to XX/XX/XXXX at the prices set forth below. The following Fixed Rate shall be in effect through the last meter read date for 12 monthly billing periods after Enrollment.

Residential Customer Referral 12-Month Fixed Rate _____ \$0.XXXX per kWh

Small Commercial Customer Referral 12-Month Fixed Rate _____ \$0.XXXX per
kWh

***Enrolled shall mean the day the customer accepts the EGS proposal for service**

**Customers Referral Customers shall be enrolled using Rate Code xxxxx for the
Period xx/xx/xxxx to xx/xx/xxxx**

RECEIVED

APR 16 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX B

CUSTOMER REFERRAL PROGRAM CHARGE

PER CUSTOMER ENROLLED FOR THE PERIOD 08/01/2013 TO 07/31/2014

The Companies shall charge the Customer Referral Suppliers for each customer enrolled during the period 08/01/2013 to 07/31/2014 at the CRP Charge set forth below.

CRP Charge Rate

\$30.00 per customer enrolled

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX C

EGS PARTICIPATION OR SUSPENSION OF PARTICIPATION NOTICE

The Customer Referral Supplier shall be permitted to participate or suspend participation June 1, September 1, December 1 or March 1 upon providing the Companies with proper notice, as set forth below.

CUSTOMER REFERRAL SUPPLIER NOTICE TO PARTICIPATE IN OR WITHDRAW FROM THE ENROLLMENT OF NEW CRP CUSTOMERS

{INSERT EGS Name HERE} is hereby providing the Companies 60 days notice of intent to enroll new customers in the [Name of EDC and Class] Customer Referral Program beginning XX/XX/XXXX.

{INSERT EGS Name HERE} is hereby providing the Companies 30 days notice of intent to withdraw from enrolling new customers in the [Name of EDC and Class] Customer Referral Program beginning XX/XX/XXXX.

EGS Representative _____

Date _____

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT C

Customer Referral Program Agreement

Residential and Small Commercial Customer Class Full Requirements

for

{Insert EDC Here}

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APR 16 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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CUSTOMER REFERRAL PROGRAM AGREEMENT

THIS CUSTOMER REFERRAL PROGRAM AGREEMENT (“Agreement”) is made and entered into as of {Insert Date} (“Effective Date”) by and between **{Insert EDC Name Here}** (“Company”), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and _____ (“Customer Referral Supplier”) a corporation organized and existing under the laws of [State of or Commonwealth of....]. The Company and the Customer Referral Supplier hereinafter are sometimes referred to collectively as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Company is an electric public utility engaged, inter alia, in providing retail electric service within its service territory located in the Commonwealth of Pennsylvania; and

WHEREAS, the Pennsylvania Public Utility Commission (“PaPUC” or “Commission”) has found that it would serve the public interest for the Company to establish a Customer Referral Program to refer customers that contact the Company to licensed Electric Generation Suppliers (“EGSs”), and the PaPUC has approved the Program; and

WHEREAS, the undersigned EGS desires to participate in the Customer Referral Program.

WHEREAS, the Customer Referral Supplier is licensed by the PaPUC to offer and supply competitive retail electric services in Pennsylvania, and is a registered supplier under the Company’s Supplier Coordination Tariff.

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NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

Article 1 Definitions

Any capitalized or abbreviated term not elsewhere defined in this Agreement shall have the definition set forth in this Article.

- 1.1 **Agreement** – This Agreement for an EGS to become a Customer Referral Supplier and to participate in the Company’s Customer Referral Program together with attached Appendices.
- 1.2 **Applicable Legal Authorities** - Those federal and Pennsylvania statutes and administrative rules, regulations and Orders that govern the electric utility industry in Pennsylvania, as they may be amended from time to time.
- 1.3 **Business Day** – Any day on which the Company’s corporate offices are open for business.
- 1.4 **Company** – Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company or West Penn Power Company individually, or in combination as the “Companies.”
- 1.5 **Consolidated EDC Billing** - Shall have the meaning set forth in the Company’s Supplier Tariff as filed with the PaPUC and available on the Company’s website.
- 1.6 **Customer** – Any person or entity who enters a contractual agreement with the Company to receive retail electric service including, without limitation, all persons or entities taking service under a retail tariff that are eligible to receive competitive electricity supply from an EGS or Default Service in accordance with the Applicable Legal Authorities.
- 1.7 **Customer Referral Customer(s)** – Customers who are provided competitive retail electric service as part of the Customer Referral Program in accordance with the terms of this Agreement.
- 1.8 **Customer Referral Program or “CRP”** – The Customer Referral Program as defined in this agreement
- 1.9 **Customer Referral Program Implementation Team** – customer service representatives trained in Pennsylvania customer choice issues and processes and the Customer Referral Program, employed by the Company directly or as independent contractors to implement the Customer Referral Program on behalf of the Company.

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- 1.10 **Customer Referral 12 Month Fixed Price** – The 12 month fixed price set forth each quarter in the Confirmation Sheet, which shall be in the form provided in Appendix A. The fixed price includes all EGS charges for Basic Electricity Supply including generation charges, market based transmission charges, and all Independent System Operator charges and gross receipt taxes. The fixed price shall be billed to an enrolled customer for 12 consecutive billing periods.
- 1.11 **Customer Referral Supplier** – An entity that: (i) has accepted the obligations and associated rights to provide competitive retail electric service under the terms of this Agreement to retail customers in accordance with the Applicable Legal Authorities; (ii) has entered into this Agreement with the Company; (iii) is a full member of PJM and registered with PJM as a Load Serving Entity; (iv) is licensed by the PaPUC to offer and supply electric generation services in Pennsylvania, and (v) is in compliance with the terms and conditions of the Company’s Supplier Tariff.
- 1.12 **Customer Referral Supplier Representative** – Any officer, director, employee, consultant, contractor, or other agent or representative of the Customer Referral Supplier having actual or apparent authority to act on behalf of the Customer Referral Supplier in connection with the Customer Referral Supplier’s performance under this Agreement. To the extent the Customer Referral Supplier is a division or group of a Company, the term Customer Referral Supplier Representative does not include any person in that Company who is not part of the Customer Referral Supplier’s division or group.
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- 1.16 **Electronic Data Interchange or “EDI”** – The standardized format for the electronic transfer of data between different entities.
- 1.17 **FERC** – The Federal Energy Regulatory Commission.
- 1.18 **Price-to-Compare** – Shall mean “price-to-compare” as defined in 52 Pa. Code § 54.182.
- 1.19 **Participating EGSs** – All EGSs that have executed this Agreement.
- 1.20 **PJM** – PJM Interconnection, LLC.
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- 1.22 **Rate Ready** – Shall have the meaning set forth in the Company’ Supplier Tariff as filed with the PaPUC and available on the Company’s website.

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1.25 **Service Territory** – The service territory in which the Company is authorized to furnish retail electric service in Pennsylvania.

1.26 **Small Commercial Customer** - Customer on Rate Schedule GS-Small (Metropolitan Edison Company and Pennsylvania Electric Company); General Service - Small (Pennsylvania Power Company); or General Service Schedule 20 (West Penn Power Company) as defined in each respective Company's electric service tariff on file with the Commission as such may be modified from time to time.

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1.27 **Supplier Tariff** –The PaPUC-approved Electric Generation Supplier Tariff for the Company.

Article 2 General Terms and Conditions

2.1 Term

This Agreement shall be effective upon execution by the Parties and with the approval of the PaPUC and shall terminate on May 31, 2015. This Agreement may be terminated prior to the end of each such term by the existence of any of the following conditions: (1) if the Customer Referral Program is terminated by governmental action; (2) if the Customer Referral Supplier is no longer a certified EGS; (3) if either Party is in material breach of this Agreement or the Supplier Tariff; or (4) pursuant to Article 3 of this Agreement.

2.2 Customer Referral Supplier Participation and Suspension of Participation

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Customer Referral Suppliers will be able to begin participation in the Program effective on the following dates each year: June 1, September 1, December 1 or March 1. In order to participate, a Customer Referral Supplier must provide notice of its intent to participate in the Customer Referral Program at least sixty days prior to its desired effective date. A Customer Referral Supplier may suspend its participation in the Customer Referral Program effective on those same four dates (June 1, September 1, December 1 or March 1) and must provide notice of its intent to suspend participation at least thirty days prior to its desired effective suspension date. Notice of participation or suspension of participation shall be provided in the Form of Appendix C attached hereto.

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2.3 Supplier Tariff

Except as otherwise stated herein, all the terms and conditions of the Company's Supplier Tariff, as filed with the PaPUC and available on the Company's website, and as modified from time to time with the approval of the Commission, are incorporated herein by reference, are in full force and effect and are binding upon the Parties for the duration of this Agreement.

2.4 CRP Charges – Calculation

Each Company will incur the following types of cost related to the Customer Referral Program: (1) capital and start up costs, such as costs associated with programming, development of phone scripts, administration of developing third party vendor arrangements, etc. (the "Initial CRP Costs"); and (2) ongoing monthly costs, such as third party contractor charges and continuing internal administrative costs (the "Ongoing CRP Costs"; collectively, "CRP Costs"). The Companies will update their estimate of the CRP Costs prior to soliciting EGS participation in the CRP.

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Each Company will track and record its CRP Costs separately, and each Company will recover CRP Costs from Customer Referral Suppliers by assessing a standard, per-customer charge (the “CRP Charge”), not to exceed \$30. The CRP Charge is subject to change by order of the Pa PUC or a Court of competent jurisdiction, and such change might be retroactive. A Customer Referral Supplier will be assessed a CRP Charge for every CRP customer enrollment that has been completed for that Customer Referral Supplier. The CRP Charge will be calculated on an annual basis, with a new CRP Charge becoming effective June 1 of each year.

The CRP Charge will be calculated by dividing CRP Costs by a projected number of customer enrollments in the CRP during the applicable year. Three cost components will be included in the CRP calculation: (1) Initial CRP Costs; (2) Ongoing CRP Costs; and (3) a reconciliation component for each year beyond the first year of the CRP (the “Reconciliation Component”). The Initial CRP Costs will be recovered utilizing a 12-month amortization period, and will include a return at the legal rate of interest.

In the event that the actual CRP Costs result in a cost per customer that exceeds the CRP Charge, the Companies will recover the resulting difference between their actual costs and the amount recovered by their CRP Charge through a non-bypassable surcharge applied to the bills of all Customers eligible to participate in the CRP.

2.5 CRP Charges

Consistent with the calculation methodology in Section 2.4, the Companies will provide updates of the CRP Charge to the Customer Referral Suppliers annually and will

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communicate the annual CRP Charge to Customer Referral Suppliers through a modification to Appendix B attached hereto, by May 1 of each year.

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2.6 Company Obligations and Authority

The Company shall:

(a) Record the Customer's intent to participate and then transmit the following to each participating EGS via a secure website post or secure EDI transmittal: (1) the Customer's intent to participate; (2) the Company's twenty-digit customer identification number; and (3) the Customer's billing address. This transmission will provide the EGS with a valid referral for processing an enrollment.

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(b) Bill the Customer Referral Customers on behalf of the Customer Referral Supplier under Rate Ready Consolidated EDC Billing utilizing the Customer Referral 12-Month Fixed Price in effect when the Customer enrolls, as set forth in Appendix A (the "Confirmation Sheet");

(c) Assign to the Customer Referral Supplier all eligible Customer accounts enrolled by the Customer Referral Supplier, with the requisite Customer consent, consistent with the Supplier Tariff as filed with the PaPUC and available on the Company's website;

(d) Inform Residential and Small Commercial Default Service Customers that contact the Company regarding a high bill, a new service request, or electric choice inquiry, that they have the ability to purchase power from an EGS at favorable prices and offering such Customers the opportunity to have their call transferred to the Company's Customer Referral Program Implementation Team;

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(c) Have the Customer Referral Program Implementation Team inform the customer that the Company can refer the customer to an EGS with a 12-month fixed price that is 7% below the EDC's current Price-To-Compare default service rate.

(f) The Company will give the Customer an opportunity, at the Customer's election, to choose an EGS or to be referred to an EGS on a rotating basis. The rotation process is designed to provide each EGS participating in Customer Referral Program generally equivalent numbers of rotation-assigned customers, by service type. EGSs must serve all such Residential or Small Commercial Customers referred through a Customer Referral Program.

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(g) Secure PaPUC approval to implement the Customer Referral Program for the period August 1, 2013 to May 31, 2015.

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2.6 Obligations of the Customer Referral Supplier

The Customer Referral Supplier shall:

(a) Provide Competitive Energy Supply (as defined in the Supplier Tariff) to Customer Referral Customers, consistent with the terms and conditions of service set forth in this Agreement ("Customer Referral Supply"), and PaPUC Orders regarding the Customer Referral Program;

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(b) Meet all of the obligations and requirements of a PaPUC-licensed EGS under the then current Supplier Tariff;

(c) Cooperate, at its own expense, with the Company in any regulatory compliance efforts that may be required to maintain the ongoing validity and enforceability of the terms of this Agreement, and fulfill any regulatory reporting

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requirement associated with the provision of the Customer Referral Supply, before the PaPUC, FERC or any other regulatory body asserting jurisdiction;

(d) Use EDC Rate Ready Consolidated Billing to bill Customer Referral Customers the Customer Referral 12-Month Fixed Price in effect when the Customer enrolled in the Customer Referral Program as set forth in the applicable Confirmation Sheet for 12 consecutive billing periods, unless the contract is terminated by the customer;

(e) After receiving a valid referral for enrollment, issue a standard disclosure statement, consistent with the Terms and Conditions of the Customer Referral Program and welcome kit to the customer at least 3 days prior to transmitting an EDI 814 enrollment transaction to the EDC;

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(f) Transmit an EDI 814 enrollment transaction to the EDC consistent with Commission regulations and adhere to the Company's meter reading schedule and comply with the switching rules in the Company's Supplier Tariff;

(g) Pay bills rendered from the EDC relating to the CRP (including the CRP Charge) within 30 days; and

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(h) Comply with Commission regulations regarding notice of a price change and changes in the terms and conditions of service following the 12-month initial contract period.

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2.7 No Guarantee of Customer Referral Customers

The Company makes no guarantee or representation as to the number of Residential or Small Commercial Customers, if any, that will become Customer Referral

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Customers or will become Customer Referral Customers of any particular EGS during the term of this Agreement.

2.8 Fees, Penalties, and Exceptions

Customer Referral Customers will be billed the Customer Referral 12-Month Fixed Price, as applicable, set forth in the applicable Confirmation Sheet under and subject to the terms and conditions set forth herein and in applicable PaPUC Orders. Customer Referral Suppliers will be paid by the Company pursuant to the Customer Referral 12-Month Fixed Price, as applicable, set forth in the applicable Confirmation Sheet and the terms and conditions of the Supplier Tariff. Customer Referral Suppliers will not impose any penalties or fees on Customer Referral Customers.

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2.9 Guaranteed Power Supply to Customer Referral Customers for One Year

All Customer Referral Customers enrolled in the Customer Referral Program shall receive power at the Customer Referral 12-Month Fixed Price, as applicable, as set forth in the applicable Confirmation Sheet from the Customer Referral Customer's initial meter read date during the contract terms set forth in Appendix A and ending with the Customer Referral Customer's last meter read date during the 12 month contract term, such that the Customer will receive 12 consecutive bills calculated using the Customer Referral 12-Month Fixed Price applicable to the Customer at the time of enrollment.

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2.10 Enrollment Procedures and Policies

Customer Referral Customers can enroll or switch to an EGS, including an alternative offer from the Customer Referral Supplier, or return to Default Service at any

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time during the 12 month period that the 12-Month Fixed Price is billed, without restriction or penalty.

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2.11 Service Inquiries and Notices to Customer Referral Customers

Customer Referral Customers may direct inquiries regarding this Agreement and any power supply or billing questions regarding the Customer Referral Program to the Customer Referral Supplier, whose address and phone number shall be provided in all communications with Customer Referral Customers regarding the Customer Referral Program.

Article 3 Early Termination of Agreement

The Customer Referral Supplier may only terminate its Consumer Contract and Disclosure Statement with Customer Referral Customers during the initial 12 month billing period upon 30 days' prior written notice to the customer due to a change in law or other act beyond the Customer Referral Supplier's reasonable control or if the Customer Referral Supplier is no longer able to serve the customer. In addition, the Customer Referral Supplier may reject the enrollment or terminate its Consumer Contract if the Customer does any of the following:

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- Moves within or outside of the EDC's service territory or fails to remain an EDC distribution Customer throughout the term under the applicable residential or small commercial electric rate class;
- Fails to be eligible for EDC consolidated billing throughout the term;
- Provides any false, inaccurate or misleading information to the Customer Referral Supplier or the EDC.

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Article 4 Energy Efficiency and Conservation Programs

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The Customer Referral Supplier acknowledges that Customer Referral Customers may participate in energy efficiency and conservation programs offered by the Company (as required by Applicable Legal Authorities or otherwise), by PJM, or by other third parties, and that such participation may reduce or change the amount of Customer Referral Supply that Customer Referral Supplier is required to provide and, therefore, the amount of money it may receive under this Agreement. Customer Referral Supply does not include the load which the Customer Referral Supplier may have served in the absence of such programs, and the Company shall have no obligation whatsoever to Customer Referral Supplier with respect to the effect, if any, of such programs. Customer Referral Supplier is solely responsible for determining the effect, if any, of such programs on future load requirements.

Article 5 Entire Agreement

This Agreement and Appendices attached hereto constitute the entire Agreement and understanding between the Parties with respect to the services that are being provided hereunder. All prior written and verbal agreements and representations, if any, with respect to these services are merged into and superseded by this Agreement. No revisions or modifications to this Agreement will be valid, unless written and executed by all Parties and approved by the PaPUC.

Article 6 Authorization

Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

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Article 7 Jurisdiction

Any and all matters of dispute between the Parties, whenever arising, shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania regardless of the theory upon which such matter is asserted.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first written above.

ATTEST: {INSERT EDC HERE}

By: _____ By: _____

Name: [Insert Name]
Title: [Insert Title]

Name: [Insert Name]
Title: [Insert Title]

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APPENDIX A

**RESIDENTIAL OR SMALL COMMERCIAL CUSTOMER REFERRAL
PROGRAM PRICING
CONFIRMATION SHEET**

**FOR CUSTOMER ENROLLMENTS FOR THE PERIOD XX/XX/XXXX TO
XX/XX/XXXX**

The Customer Referral Supplier shall bill Customer Referral Customers in the [Name of EDC and name of Class] program that have been enrolled* during the period XX/XX/XXXX to XX/XX/XXXX at the prices set forth below. The following Fixed Rate shall be in effect through the last meter read date for 12 monthly billing periods after Enrollment.

Residential Customer Referral 12-Month Fixed Rate \$0.XXXX per kWh

Small Commercial Customer Referral 12-Month Fixed Rate \$0.XXXX per kWh

***Enrolled shall mean the day the customer accepts the EGS proposal for service**

Customers Referral Customers shall be enrolled using Rate Code xxxxxx for the Period xx/xx/xxxx to xx/xx/xxxx

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APPENDIX B

CUSTOMER REFERRAL PROGRAM CHARGE

PER CUSTOMER ENROLLED FOR THE PERIOD 08/01/2013 TO 07/31/2014

The Companies shall charge the Customer Referral Suppliers for each customer enrolled during the period 08/01/2013 to 07/31/2014 at the CRP Charge set forth below.

CRP Charge Rate

\$30.00 per customer enrolled

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¶
CUSTOMER REFERRAL PROGRAM AGREEMENT¶
¶
¶
INSERT EGS NAME HERE CONSUMER CONTRACT AND DISCLOSURE STATEMENT OF¶
TERMS OF PENNSYLVANIA RESIDENTIAL OR SMALL COMMERCIAL ELECTRIC GENERATION SERVICE¶
LICENSE NUMBER (Insert EGS License Number here)¶
¶
Purchase of Power and Energy Service¶
¶
C **INSERT EGS Name HERE** agrees to sell, and you agree to buy, your full requirements for residential or small commercial electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. **INSERT EGS Name HERE** reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the Customer who has signed this Contract. The words "we," "us" and "our" refer to **INSERT EGS Name HERE**. **INSERT EGS Name HERE** represents and warrants that it is an independent seller of electric generation service licensed by the Pennsylvania Public Utility Commission ("PAPUC") and is not representing or acting on behalf of the Electric Distribution Company ("EDC") responsible for the service territory where you reside, e.g. Metropolitan Edison Company, Pennsylvania Electric Company, West Penn Power Company or Pennsylvania Power Company (each referred to as the "Electric Distribution Company" or "EDC"), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.¶
¶
Term¶
¶
The term of the Contract will be 12 months beginning on the starting date that is the next meter read date after the EDC processes your enrollment (the "Starting Date"). Your switch to **INSERT EGS Name HERE** will commence with the next available meter reading following the Right of Rescission Period.¶
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APPENDIX C

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EGS PARTICIPATION OR SUSPENSION OF PARTICIPATION NOTICE

The Customer Referral Supplier shall be permitted to participate or suspend participation June 1, September 1, December 1 or March 1 upon providing the Companies with proper notice, as set forth below.

CUSTOMER REFERRAL SUPPLIER NOTICE TO PARTICIPATE IN OR WITHDRAW FROM THE ENROLLMENT OF NEW CRP CUSTOMERS

{INSERT EGS Name HERE} is hereby providing the Companies 60 days notice of intent to enroll new customers in the [Name of EDC and Class] Customer Referral Program beginning XX/XX/XXXX.

{INSERT EGS Name HERE} is hereby providing the Companies 30 days notice of intent to withdraw from enrolling new customers in the [Name of EDC and Class] Customer Referral Program beginning XX/XX/XXXX.

EGS Representative _____

Date _____

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APPENDIX B**CUSTOMER REFERRAL PROGRAM AGREEMENT**

**{INSERT EGS NAME HERE} CONSUMER CONTRACT AND DISCLOSURE
STATEMENT OF
TERMS OF PENNSYLVANIA RESIDENTIAL OR SMALL COMMERCIAL
ELECTRIC GENERATION SERVICE
LICENSE NUMBER {Insert EGS License Number here}**

Purchase of Power and Energy Service

(“{INSERT EGS Name HERE}”) agrees to sell, and you agree to buy, your full requirements for residential or small commercial electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the “Contract”). Price and other terms of this Contract are subject to change as provided below. {INSERT EGS Name HERE} reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words “you” and “your” refer to the Customer who has signed this Contract. The words “we,” “us” and “our” refer to {INSERT EGS Name HERE}. {INSERT EGS Name HERE} represents and warrants that it is an independent seller of electric generation service licensed by the Pennsylvania Public Utility Commission (“PaPUC”) and is not representing or acting on behalf of the Electric Distribution Company (“EDC”) responsible for the service territory where you reside, e.g. Metropolitan Edison Company, Pennsylvania Electric Company, West Penn Power Company or Pennsylvania Power Company (each referred to as the “Electric Distribution Company” or “EDC”), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.

Term

The term of the Contract will be 12 months beginning on the starting date that is the next meter read date after the EDC processes your enrollment (the “Starting Date”). Your switch to {INSERT EGS Name HERE} will commence with the next available meter reading following the Right of Rescission Period.

Guarantee Period

You may terminate this Contract without incurring an early termination fee at any time by selecting another Electric Generation Service Provider or returning to Default Service with the EDC. To do so, you must also notify us in writing or by calling our customer care center at {insert EGS 800 number here}. Upon your termination of this Contract, we will transfer your residential or small commercial electric generation service to be supplied by the EGS of your choice or your EDC at your next available meter read date and you will remain responsible for

payment for electricity and related costs and charges incurred under this Contract through such meter read date.

Fixed Pricing

By choosing the Customer Referral Plan your price for electric generation service will be {INSERT 12 MONTH FIXED PRICE HERE} from the Starting Date through the meter read date at the end of the Term. This fixed price includes generation charges (as defined below), market based transmission charges (defined below) and all Independent System Operator charges (defined below) and gross receipt taxes. This fixed price does not include distribution charges (as defined below) or other EDC charges, including non-market based transmission charges (which will be invoiced by the EDC), applicable state or local sales or other taxes, nor any other governmental taxes or assessments, all of which will be passed through and invoiced to you in addition to the fixed price.

Key Pricing Definitions

“Distribution charges” are part of the basic service charges on every Customer’s bill for the physical delivery of electricity from the EDC to your home. The PaPUC regulates distribution prices and services. This charge will vary according to how much electricity you use.

“Generation charges” are charges that represent the cost of producing the electricity and are specific to this Contract. Generation prices and charges are set by the electric generation supplier you have chosen, which is {INSERT EGS Name HERE}. This charge will vary according to how much electricity you use.

“Independent System Operator charges” are charges for services necessary to support the transmission of electric power from seller to purchaser given the obligations of control areas and transmitting utilities within those control areas to maintain reliable operations of the interconnected transmission system

“Market Based Transmission & Ancillary Service charges” are charges that represent the market based costs of transporting electricity from the source of supply to the EDC. This charge will vary with your source of supply. The Federal Energy Regulatory Commission regulates transmission prices and services.

“Non-Market Based Transmission Charges” are part of the basic service charges on every customer’s bill for delivering electricity from the EDC to your home. These services include Non Market Based Charges, as determined from time to time by the PaPUC, which consist Regional Transmission Expansion Plan Costs (“RTEP”) charges billed under Schedule 6 of the PJM Operating Agreement, and PJM Expansion costs billed under Schedule 12 and 13 of the PJM Open Access Transmission Tariff. RTEPs and PJM Expansion Costs are billed by the Independent System Operator.

“Price-to-Compare” is the rate, in cents per kWh, representing the EDC’s costs to provide Default Service to a Customer as set forth in the Price-to- Compare Default Service Rider in the EDC’s PaPUC-approved retail electric service tariff.

Other Pricing Terms

The price charged for electric generation and market based transmission service under this Contract is reflective of a PaPUC approved formula to establish a fixed price rate and does not include any applicable taxes (other than gross receipts taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your signup, this address is a small commercial business or your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then applicable Contract term as provided in the “Term” and “Renewal” sections.

Right of Rescission

You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us either in writing at the address provided below or by calling us at {insert EGS 800 number here} that you would like to rescind this Contract.

Price Comparison

Because the EDC’s tariff rates and other factors relevant to the EDC’s current Price-To-Compare likely will change from time to time, {INSERT EGS Name HERE} cannot guarantee savings over the EDC’s rates for the entire term of this Contract or any renewals and any savings are limited to a comparison against the EDC’s Price To Compare applicable at the time you enter into this Contract.

Net Metering

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

Renewal

THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION.

Unless terminated earlier as provided in the "Termination" section, if you have a fixed term agreement with us and it is approaching the expiration date, you will receive two written notifications ("contract renewal notices") from us that precede either the expiration date or the effective date of the proposed changes, as the case may be. We will explain your options to you in these two contract renewal notices. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. The second contract renewal notice will set forth the proposed price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract.

UNLESS YOU NOTIFY US THAT YOU DON'T WANT TO RENEW THIS CONTRACT IN WRITING OR BY CALLING US AT {insert EGS 800 number here}, NO LATER THAN 30 DAYS AFTER THE DATE YOU RECEIVE THE SECOND CONTRACT RENEWAL NOTICE, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO RENEW THIS CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOU MAY, HOWEVER, TERMINATE THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY TERMINATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE EDC UNLESS YOU HAVE SELECTED ANOTHER ELECTRIC GENERATION SUPPLIER.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE {INSERT EGS NAME HERE} TO CHANGE YOUR ELECTRIC GENERATION SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE {INSERT EGS Name HERE} TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. {INSERT EGS Name HERE} will begin providing electric generation service to you on the next *applicable meter read date after the EGS processes your enrollment and your service will continue throughout the term of this Contract. The EDC will notify you of the date on which your electric generation service from {INSERT EGS Name HERE} will begin. {INSERT EGS Name HERE}'s electric generation service will be delivered to your residence using the EDC's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential or small commercial purposes.* {INSERT EGS Name HERE}'s obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining an EDC distribution Customer throughout the term under the applicable residential or small commercial electric rate class.

Billing and Payment

The cost of your electric generation service will be included on your bill from the EDC, and is due and payable when your EDC bill is due at the billing address provided in your EDC bill. You

acknowledge that the EDC may provide us with your billing and payment information. You will be invoiced for {INSERT EGS Name HERE}'s charges under this Contract at the applicable price set forth in the "**Fixed Pricing**" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "**Renewal**" section above) multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period. You agree to accept the measurements as determined by the EDC for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the term of this Contract. {INSERT EGS Name HERE} reserves the right to change billing methods, upon the completion of the term of this Contract. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change.

Equal Payment Plan

The EDC is offering an Equal Payment Plan for our electric generation service charges. You may elect the Equal Payment Plan at any time by contacting the EDC's customer service department as long as you are not past due on your payments and are eligible for EDC consolidated billing. The Equal Payment Plan is calculated by estimating the Customer's Delivery Service Charges and electric generation service charges for a twelve (12) month period. A payment of approximately one-twelfth (1/12) of such estimate shall be rendered monthly by the EDC, subject to a monthly historical review by the EDC which may result in a change in the equal payment monthly amount to be paid by the Customer. The EDC will true up your account based on your actual charges upon termination of service or if you wish to discontinue Equal Payment Plan. For more information or to signup for the Equal Payment Plan, contact the EDC customer service center at the number shown below.

Late or Insufficient Payment

When the EDC issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the EDC's late payment policies and procedures, including imposition of late fees, interest and other charges pursuant to the terms of the EDC's Retail Tariff. In addition, the EDC will have the ability to terminate service to a Customer for the Customer's non-payment of either EGS Basic Electric Supply charges or EDC charges.

Credit

In the event that the EDC does not continue to purchase the right to receive your payments during the term of this contract, {INSERT EGS Name HERE} reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, {INSERT EGS Name HERE} uses uniform income, deposit and credit requirements in determining whether to offer service to our Customers. You hereby authorize {INSERT EGS Name HERE} to perform a credit check on you if the EDC does not continue to purchase the right to receive your payments.

Termination

{INSERT EGS Name HERE} may terminate this Contract for any breach of this Contract upon 30 days' prior written notice to you of such termination. If you fail to cure within the 30 day notice period, we may terminate the Contract even if you subsequently cure the breach after such period has expired. {INSERT EGS Name HERE} may also terminate this Contract upon 30 days' prior written notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract if you do any of the following:

Move within or outside of the EDC's service territory or you fail to remain an EDC distribution Customer throughout the term under the applicable residential or small commercial electric rate class;

Fail to be eligible for EDC consolidated billing throughout the term;

Rescind your authorization for release of information provided in the "**Information Release Authorization**" section below; or

Provide any false, inaccurate or misleading information to {INSERT EGS Name HERE} or the EDC.

YOU MAY TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE TERM FOR YOUR CONVENIENCE BY GIVING US NOT LESS THAN 30 DAYS' PRIOR WRITTEN NOTICE.

Upon any termination of this Contract, you will return to receiving Default Service from the EDC unless you have selected another Electric Generation Supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between {INSERT EGS Name HERE} and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. The EDC will continue to respond to any service calls and emergencies and switching to {INSERT EGS Name HERE} will not impact your electric service reliability. Because the EDC purchases the right to receive your payments under this Contract, your payment obligations under this Contract are EDC charges for purposes of termination of service.

Assignment, Address Change

{INSERT EGS Name HERE} may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without notice or your consent in accordance with the rules and regulations of the PaPUC. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may terminate our Contract. You will be responsible for paying for all electricity supplied to your old address until the date this Contract is terminated in accordance with its terms. If you move within the EDC's service territory, you must contact the EDC at the number provided in the "**Contact Information**" section below in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

Change in Pricing and Other Terms

In addition to {INSERT EGS Name HERE}'s right to revise the price, terms and conditions of this Contract as provided in the "**Renewal**" section above, this Contract may be revised at any time by {INSERT EGS Name HERE} upon the occurrence of any event beyond its reasonable control that materially increases the obligations of {INSERT EGS Name HERE} or the cost of performing such obligations under this Contract. If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change the terms of service in this Contract, you will receive two written notifications from us in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. You will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after the date of the second notice of the new prices and/or terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date.

Information Release Authorization

Throughout the term, you authorize {INSERT EGS Name HERE} to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize {INSERT EGS Name HERE} to release such information to third parties that need to know such information in connection with your power and energy service and to {INSERT EGS Name HERE}'s affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

Dispute Resolution

If you have a billing or other dispute involving our service, please contact us at {Insert EGS 800 number here}. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. You may call the PaPUC if you are not satisfied after discussing the terms with us at 1-888-PUC-FACT or 1-800-782-1100 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265.

Limitation of Liability; Jury Trial Waiver

You agree that neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither {INSERT EGS Name HERE} nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. {INSERT EGS Name HERE}'s liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will {INSERT EGS Name HERE} or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. **BOTH YOU AND {INSERT EGS NAME HERE} AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.**

Force Majeure

We do not transmit or deliver electricity and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's system; nonperformance by the EDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

Miscellaneous

Except with respect to {INSERT EGS Name HERE}'s affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment

and collection thereof, and the provisions contained in the “**Limitation of Liability; Jury Trial Waiver**” section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you and {INSERT EGS Name HERE}. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

Contact Information

{INSERT EGS Name HERE} RESIDENTIAL OR SMALL COMMERCIAL LICENSE
NUMBER IS {Insert EGS license number here}

Should you have any questions about your {INSERT EGS Name HERE} contract or {INSERT EGS Name HERE} charges on your invoice, please contact us between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is {INSERT EGS 800 number HERE}. We can be reached by email at: {INSERT EGS WEB-SITE HERE} or by mail at: { INSERT EGS Mailing ADDRESS here}. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract. For emergencies relating to your service, such as a power outage, or for information about universal service programs, please call your EDC at the following number:

Metropolitan Edison Company 1-888-544-4877,
Pennsylvania Electric Company at 1-888-544-4877,
West Penn Power Company at 1-800-255-3443,
or Pennsylvania Power Company at 1-888-544-4877

The Pennsylvania Utility Commission can be reached by mail
at P.O. Box 3265, Harrisburg, PA 171053265,
or by phone at 18006927380
and their website address is

<http://www.puc.state.pa.us/>. You may contact the PaPUC if after discussing with us you are not satisfied with these terms and conditions.

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Projection of Customer Referral Program Costs to be Recovered in DSS Rider
By Company By Class

		Participating customers
Pre-Implementation Costs:	\$ 42,391	
Cost to Bill Suppliers for Enrollments:	\$ 4,178	
Estimated number of Non-Shopping Customers Participating Assume: 5% Enrollment		80,184
Contractor Price per Enrollment \$38	\$ 3,046,992	
Total Cost of Customer Referral Program	\$ 3,093,561	\$38.58
Supplier Charge per Enrollment \$30	\$ 2,405,520	
Amount to be Recovered in DSS Rider	\$ 688,041	
Allocation of Costs to Operating Company using Customer Count:		
ME	526,554 27.14%	\$ 186,708
PN	555,792 28.64%	\$ 197,075
PP	157,759 8.13%	\$ 55,939
WPP	<u>700,309</u> 36.09%	<u>\$ 248,319</u>
	1,940,414	\$ 688,041

Allocation of Costs to Operating Company Customer Class using kWh:

ME			
Residential	5,230,088,406	96.06%	\$ 179,357
Small Commercial	<u>214,346,913</u>	3.94%	<u>\$ 7,351</u>
	5,444,435,319		\$ 186,708
PN			
Residential	4,236,590,090	94.10%	\$ 185,454
Small Commercial	<u>265,471,274</u>	5.90%	<u>\$ 11,621</u>
	4,502,061,364		\$ 197,075
PP			
Residential	1,630,898,182	79.13%	\$ 44,265
Small Commercial	<u>430,102,496</u>	20.87%	<u>\$ 11,674</u>
	2,061,000,678		\$ 55,939
WPP			
Residential	7,219,148,186	72.85%	\$ 180,895
Small Commercial	<u>2,690,717,064</u>	27.15%	<u>\$ 67,423</u>
	9,909,865,250		\$ 248,319

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SECRETARY'S BUREAU

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APR 16 2013

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

METROPOLITAN EDISON COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: April 15, 2013

Effective: June 1, 2013

Charles E. Jones, Jr., President

NOTICE

Supplement No. 2 makes changes to existing Rules and Regulations

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement, (See First Revised Page No. 6).

Rules and Regulations

Modified Section 12.2.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See First Revised Page Nos. 34 and 35).

Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Definitions (Continued)

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

Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

(C)

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273650 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

(C)

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

- (e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing must provide a separate DUNS number for industrial Customers and a separate DUNS number for commercial/residential Customers.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

(C)

(C) Change

(C)

12.2.1 Billing Procedure. Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

12.2.2 Manner of Payment. The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, 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.

12.2.3 Wire Transfer. Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

(C) Change

(C)

12.9 Purchase of EGS Receivables (“POR”) Program. The Company will purchase the account receivables, associated with EGS sales of retail electricity supply comprised of electric energy, capacity, transmission and ancillary services. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Time of Day Service RT, General Service GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS-Small, General Service GS-Medium, Municipal Service, Borderline Service, Street Lighting Service, Ornamental Street Lighting Service and Outdoor Lighting Service. The POR will be “non-recourse”, provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with charges for other products or services. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing would need a separate DUNS number for industrial Customers and a separate DUNS number for commercial/residential Customers. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

- (a) **Eligibility:** The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.
- (b) **Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

(C) Change

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

EXHIBIT E

Supplement No. 2
Electric Pa P.U.C. No. S-1

METROPOLITAN EDISON COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: ~~November 14~~ April 15, 2013

Effective: June 1, 2013

Charles E. Jones, Jr., President

NOTICE

Supplement No. 2 makes changes to existing Rules and Regulations

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program ~~and~~ Customer Referral Program Agreement, ~~and Customer Opt-in Aggregation Program~~ (See First Revised Page No. 6).

Rules and Regulations

Modified Section 12.2.1 to include the billing of Customer Referral ~~and Customer Opt-in Aggregation Programs~~ and the right to withhold from POR payments (See First Revised Page Nos. 34 and 35).

Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Definitions (Continued)

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

Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

~~**Customer Opt-in Aggregation Program** – A program approved by the Commission in Docket No. P-2011-2273650, in which customers may choose to accept an EGS offer communicated by the EDC for the twelve-month supply of electric energy, capacity, transmission and ancillary services.~~

(C)

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273650 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

(C)

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

(C)

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

- (e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing must provide a separate DUNs number for industrial Customers and a separate DUNs number for commercial/residential Customers.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

(C)

(C) Change

(C)

- 12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in ~~one or both of the Customer Referral Program or Customer Opt-in Aggregation Program~~ the applicable cost of the program. ~~For the Customer Opt-in Aggregation Program, the invoice will include the EGS's prorated share of the cost of that program.~~ An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.
- 12.2.2 Manner of Payment.** The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, 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.
- 12.2.3 Wire Transfer.** Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

(C) Change

(C)

12.9 Purchase of EGS Receivables ("POR") Program. The Company will purchase the account receivables, associated with EGS sales of retail electricity supply comprised of electric energy, capacity, transmission and ancillary services. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Time of Day Service RT, General Service GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS-Small, General Service GS-Medium, Municipal Service, Borderline Service, Street Lighting Service, Ornamental Street Lighting Service and Outdoor Lighting Service. The POR will be "non-recourse", provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission's regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with charges for other products or services. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing would need a separate DUNS number for industrial Customers and a separate DUNS number for commercial/residential Customers. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

- (a) **Eligibility:** The POR program will be available only for EGSs who employ the Company's Consolidated EDC Billing option. Participation in the Company's POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.
- (b) **Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

(C) Change

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SECRETARY'S BUREAU

PENNSYLVANIA ELECTRIC COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued: April 15, 2013

Effective: June 1, 2013

Charles E. Jones, Jr., President

NOTICE

Supplement No. 2 makes changes to existing Rules and Regulations

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement (See First Revised Page No. 6).

Rules and Regulations

Modified Section 12.2.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See First Revised Page Nos. 34 and 35).

Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Definitions (Continued)

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Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273668 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

- (c) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing must provide a separate DUNs number for industrial Customers and a separate DUNs number for commercial/residential Customers.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

(C)

(C) Change

(C)

- 12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables (“POR”) payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.
- 12.2.2 Manner of Payment.** The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier’s, tellers, 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.
- 12.2.3 Wire Transfer.** Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

(C) Change

(C)

12.9 Purchase of EGS Receivables (“POR”) Program. The Company will purchase the account receivables, associated with EGS sales of retail electricity supply comprised of electric energy, capacity, transmission and ancillary services. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Time of Day Service RT, General Service GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS-Small, General Service GS-Medium, Municipal Service, Borderline Service, Street Lighting Service, Ornamental Street Lighting Service and Outdoor Lighting Service. The POR will be “non-recourse”, provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with charges for other products or services. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing would need a separate DUNS number for industrial Customers and a separate DUNS number for commercial/residential Customers. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

- (a) **Eligibility:** The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.
- (b) **Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

(C) Change

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SECRETARY'S BUREAU

EXHIBIT F

Supplement No. 2
Electric Pa P.U.C. No. S-1

PENNSYLVANIA ELECTRIC COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: ~~April 15, 2013~~

Effective: June 1, 2013

Deleted: November 14

Deleted: 2

Charles E. Jones, Jr., President

NOTICE

Supplement No. 2 makes changes to existing Rules and Regulations

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement (See First Revised Page No. 6).

Deleted: .
Deleted: , and Customer Opt-in Aggregation Program

Rules and Regulations

Modified Section 12.2.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See First Revised Page Nos. 34 and 35).

Deleted: and Customer Opt-in Aggregation
Deleted: s

Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Deleted: November 14
Deleted: 2

Definitions (Continued)

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

Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company’s charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273668 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

(C) Deleted: (C)¶
 Customer Opt-in Aggregation Program – A program approved by the Commission in Docket No. P-2011-2273668, in which customers may choose to accept an EGS offer communicated by the EDC for the twelve-month supply of electric energy, capacity, transmission and ancillary services.¶
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- (e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing must provide a separate DUNs number for industrial Customers and a separate DUNs number for commercial/residential Customers.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

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(C) Change

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(C)

12.2.1 Billing Procedure. Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Deleted: one or both of
Deleted: or Customer Opt-in Aggregation Program
Deleted: . For the Customer Opt-in Aggregation Program, the invoice will include the EGS's prorated share of the cost of that program.

12.2.2 Manner of Payment. The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, 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.

12.2.3 Wire Transfer. Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank: JP Morgan Chase
ABA No.: 021000021
Account Name: FirstEnergy Service Company
Account No.: 323396364

(C) Change

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Deleted: 2

(C)

12.9 Purchase of EGS Receivables (“POR”) Program. The Company will purchase the account receivables, associated with EGS sales of retail electricity supply comprised of electric energy, capacity, transmission and ancillary services. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Time of Day Service RT, General Service GS-Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS-Small, General Service GS-Medium, Municipal Service, Borderline Service, Street Lighting Service, Ornamental Street Lighting Service and Outdoor Lighting Service. The POR will be “non-recourse”, provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with charges for other products or services. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

Suppliers serving both industrial and commercial/residential Customers on Consolidated EDC Billing would need a separate DUNS number for industrial Customers and a separate DUNS number for commercial/residential Customers. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

- (a) **Eligibility:** The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.
- (b) **Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

PENNSYLVANIA POWER COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

233 Frenz Drive
New Castle, PA 16101

Issued: April 15, 2012

Effective: June 1, 2013

Charles E. Jones, Jr., President

NOTICE

Supplement No. 2 makes changes to existing Rules and Regulations

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~~APR 16 2013~~

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement (See First Revised Page No. 6).

Rules and Regulations

Modified Section 12.2.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See First Revised Page Nos. 34 and 35).

Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Definitions (Continued)

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

Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

(C)

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273669 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

(C)

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Default – this term shall have the meaning set forth in Rule 16.3.

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

- (e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

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(C) Change

(C)

- 12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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 fourteen (14) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.
- 12.2.2 Manner of Payment.** The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, 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.
- 12.2.3 Wire Transfer.** Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

(C) Change

(C)

12.9 Purchase of EGS Receivables (“POR”) Program. The Company will purchase the account receivables, associated with EGS sales of Basic Electric Supply. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Service RS Optional Controlled Service Rider, Residential Heat Service RH, Controlled Water Heating Service WH, General Service GS Special Provision for Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS, General Service Medium GM, GM Optional Controlled Service Rider, Street Lighting Service SV, Street Lighting Service SVD, Street Lighting Service SM and Private Outdoor Lighting Service PLS. The POR will be “non-recourse”, provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with Basic Electric Supply. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

The Company will purchase receivables only for service rendered on or after June 1, 2011. Receivables for service rendered before June 1, 2011 cannot be used for termination purposes.

- (a) Eligibility:** The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.
- (b) Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

EXHIBIT G

Supplement No. 2
Electric Pa P.U.C. No. S-3

PENNSYLVANIA POWER COMPANY

**Electric Generation Supplier Coordination Tariff
(FOR INFORMATIONAL PURPOSES ONLY)**

Company Office Location

233 Frenz Drive
New Castle, PA 16101

Issued: ~~April 15, 2012~~

Effective: June 1, 2013

Deleted: November 14

Charles E. Jones, Jr., President

NOTICE

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Rules and Regulations

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Modified Section 12.9 to include the ability to withhold from POR payments for EGS payment obligations (See First Revised Page No. 38).

Deleted: November 14, 2012

Definitions (Continued)

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Coordination Agreement – an agreement between the Company and an EGS that arranges for the provision of Coordination Services.

Coordination Obligations - all obligations identified in this 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, but not limited to, provision of metering information to PJM. Coordination Services do not include Network Integration Transmission Service and ancillary services which are offered under the PJM Tariff.

Coordination Services Charges - all charges stated in the charges section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

Creditworthiness – payment of the Company's charges in full and compliance with the Rules and Regulations of this Tariff or the PaPUC. 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 history.

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

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273669 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

(C) Deleted: (C)
Customer Opt-in Aggregation Program – A program approved by the Commission in Docket No. P-2011-2273669, in which customers may choose to accept an EGS offer communicated by the EDC for the twelve-month supply of electric energy, capacity, transmission and ancillary services.¶
(C)

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

Default – this term shall have the meaning set forth in Rule 16.3.

Default Service – Service provided pursuant to a Default Service Program to a Default Service Customer.

Default Service Customer – A delivery service Customer not receiving service from an EGS.

(C) Change

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- (e) **Company Reimbursement to EGS for Payments from Customers not included in Section 12.9 Purchase of Receivables Program.** Where the Company acts as the billing agent for the EGS, the Company shall reimburse the EGS for all energy charges, late fees, sales taxes, and other charges collected from Customers on behalf of the EGS on a daily basis.

The EGS assumes all risks of non-payment by a Customer and the Company is obligated to remit to the EGS only the difference between (a) amounts received from Customers taking service from the EGS and (b) any amounts owed to the Company by or with respect to such Customer. Any amount remitted by a Customer in excess of the total due and owing the Company and EGS will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the EGS an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments.

- (f) **EGS Billing Data.** The EGS shall provide all necessary data in its possession for the timely generation of bills. A failure of the EGS 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, the EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

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

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(C) Change

Deleted: November 14, 2012

(C)

12.2.1 Billing Procedure. Each month, the Company shall submit an invoice to the EGS for all Coordination Service Charges provided under this Tariff. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable cost of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. 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 fourteen (14) banking days from the date of transmittal of the bill. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

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Deleted: or Customer Opt-in Aggregation Program
Deleted: For the Customer Opt-in Aggregation Program, the invoice will include the EGS's prorated share of the cost of that program.

12.2.2 Manner of Payment. The EGS shall make payments of funds payable to the Company by wire transfer to a bank designated in Rule 12.2.3. The Company may require that an EGS that has not met Creditworthiness tender payment by means of a certified, cashier's, tellers, 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.

12.2.3 Wire Transfer. Payment to the Company by the EGS must be made by electronic wire transfer or such other means as will cause payment to be available for the use by the Company on the due date. All payments shall be wire transferred to:

Bank: JP Morgan Chase
 ABA No.: 021000021
 Account Name: FirstEnergy Service Company
 Account No.: 323396364

(C) Change

Deleted: November 14, 2012

(C)

12.9 Purchase of EGS Receivables (“POR”) Program. The Company will purchase the account receivables, associated with EGS sales of Basic Electric Supply. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, Residential Service RS Optional Controlled Service Rider, Residential Heat Service RH, Controlled Water Heating Service WH, General Service GS Special Provision for Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS, General Service Medium GM, GM Optional Controlled Service Rider, Street Lighting Service SV, Street Lighting Service SVD, Street Lighting Service SM and Private Outdoor Lighting Service PLS. The POR will be “non-recourse”, provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with Basic Electric Supply. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

The Company will purchase receivables only for service rendered on or after June 1, 2011. Receivables for service rendered before June 1, 2011 cannot be used for termination purposes.

(a) Eligibility: The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.

(b) Timing of Payments: Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will not be discounted.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

WEST PENN POWER COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

800 Cabin Hill Drive
Greensburg, PA 15601

Issued: April 15, 2013

Effective: June 1, 2013

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APR 16 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued By: Charles E. Jones, Jr., President

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement (See First Revised Page No. 6 and Original Page No.6A).

Rules and Regulations

Modified Section 12.4.2 to include the ability to withhold from POR payments for EGS payment obligations (See Second Revised Page No. 35).

Modified Section 12.7.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See Second Revised Page No. 39).

Customer – Any person, partnership, association, corporation, municipality, government agency, or other legal entity receiving, or eligible to receive, Competitive Generation Service from an EGS in accordance with the Competition Act.

Customer Choice – The ability of electricity consumers to shop, compare prices, and choose an EGS.

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273670 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

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Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

(C)

Date of Service – Shall have the meaning as set forth in 52 Pa. Code § 1.56.

Default – A failure to cure a material breach of Coordination Obligations, as described in Rule 16.3.

Default Service – The provision of electric generation supply service by the Company to a Customer not receiving service from a Registered EGS. Default Service will be provided by the Company under the provisions of the applicable EDC Tariff.

Direct Access – Shall have the meaning as set forth in the Competition Act.

Dual Billing – A billing service option where the Company and the Registered EGS separately send their bills directly to the Customer, as described in Rule 12.3.

EDC Tariff – Company retail tariffs Electric-Pa. P.U.C. No. 37 and Electric-Pa. P.U.C. No. 39.

Electric Distribution Company (“EDC”) – A public utility providing facilities for the distribution of electricity to retail Customers.

(C) Change

Electric Generation Supplier (“EGS”) – A supplier of Competitive Generation Service that has been certified or licensed by the PUC to sell electricity to retail Customers within Pennsylvania in accordance with the Competition Act.

Electronic Data Exchange Working Group (“EDEWG”) – Group developing standardized formats and methodology for exchanging information electronically within the Pennsylvania deregulated electric market.

Electronic Data Interchange (“EDI”) – Guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

EGS Tariff – This Electric Generation Supplier Coordination Tariff, Electric-Pa. P.U.C. No. 2S.

Endangered Customers – Customers that are victims of domestic violence or other dangerous situations will have the ability to restrict all of their Customer information and such request will not be challenged by the Company, whether the request comes from the Customer, a counseling service or similar social service entity calling on the Customer’s behalf.

- (a) The Registered EGS must calculate and send its Customer charges to the Company within three (3) Business Days of receipt of the meter read data. If the Registered EGS fails to transmit its Customer charges to the Company in the required timeframe, the Company will not include the Registered EGS's Customer charges on the bill for that period. The Company will place the previous Month Customer charges on a future consolidated bill provided that the Registered EGS: (i) transmits the previous Month Customer charges in accordance with standard EDI practices; and (ii) sends its previous Month Customer charges to the Company within three (3) Business Days of receipt of future meter read data.
- (b) The Company will not be liable for the Registered EGS's charges or losses, damages or consequential damages associated with the Registered EGS's Customers not being billed for the Registered EGS's charges for that period.
- (c) The Registered EGS is responsible for the bill content transmitted to the Company.

12.4.2 Purchase of Receivables ("POR") Program. When a Registered EGS elects to use Company Consolidated Billing, the Company will purchase the Registered EGS's Basic Electric Supply receivables. The POR program will be applicable to residential and small commercial Customers served under the following retail rate schedules of the EDC Tariff: Schedules 10, 20, 22, 23, 24, 30 (small), 51, 52, 53, 54, 55, 56, 57, 58, and 71 and pursuant to the terms and conditions as follows:

- (a) All Registered EGS Basic Electric Supply charges for residential and small commercial Customers billed using Company Consolidated Billing will be purchased at 100%, and will become the Company's charges on the day the bill is rendered. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.7.
- (b) In the event a Registered EGS converts a Customer from Company Consolidated Billing to Dual Billing, the Registered EGS and Company will each be responsible for its receivables effective as of the start of Dual Billing. EGSs' receivables incurred as a result of a Customer billed under a Dual Billing arrangement will not be included in the POR program.
- (c) Company payments to EGSs will be made based on current charges applicable for the current month of service that is billed to and owed by the Customers, and will be paid to the Registered EGSs forty (40) days after the issued date of the Company Consolidated Bill. The POR payments to EGSs will not be discounted.

(C) Change

12.6.3 Tax Exemptions. Where Customers are exempt from taxes, it is the responsibility of both the Company and the Registered EGS to each acquire any required Tax Exemption Certificate from the Customer. In the event of a discrepancy between the Company's tax exempt status for the Customer and the tax exempt status submitted by the Registered EGS, the Registered EGS will provide a new correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, should the Customer wish to request a change in the Customer's tax exempt status. Otherwise, the Company will continue to apply the tax exemption of record to both the Company's and the Registered EGS's charges. For Customers utilizing the Rate Ready Option, the Company will apply the tax exempt status that it employs for Company charges, and the Company will provide a copy of the executed Tax Exemption Certificate to the Registered EGS should the Customer change their tax exempt status after initial enrollment; thereby, requiring the Registered EGS to acquire an updated Tax Exemption Certificate from the Customer.

12.7 Registered EGS Payment Obligations to the Company. A Registered EGS shall pay any charges it incurs in accordance with the Electricity Supplier Fees Rider.

12.7.1 Billing Procedure. Each month, the Company shall submit an invoice to the Registered EGS for any charges incurred in accordance with the Electricity Supplier Fees Rider. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable costs of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. The invoice may be transmitted to the Registered EGS by any reasonable method requested by the Registered EGS. A Registered 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. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.7. (C)

12.7.2 Billing Corrections and Estimated Billings. Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, estimating or other errors for a period of 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 of circumstances that limit the timely availability of necessary data.

12.7.3 Manner of Payment. The Registered EGS may make payment of funds payable to the Company by wire transfer to a bank designated by the Company. The Company may require that a Registered 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 a Registered EGS bill, the Registered EGS must pay the undisputed portion of disputed bills under investigation.

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EXHIBIT H
Supplement No. 4
Electric-Pa. P.U.C. No. 2S

WEST PENN POWER COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

800 Cabin Hill Drive
Greensburg, PA 15601

Issued: ~~April 15, 2013~~

Effective: June 1, 2013

~~Deleted: November 14, 2012~~

Issued By: Charles E. Jones, Jr., President

LIST OF MODIFICATIONS

Definition of Terms

Added definitions for Customer Referral Program and Customer Referral Program Agreement (See First Revised Page No. 6 and Original Page No.6A).

Deleted: .
Deleted: , and Customer Opt-in Aggregation Program

Rules and Regulations

Modified Section 12.4.2 to include the ability to withhold from POR payments for EGS payment obligations (See Second Revised Page No. 35).

Modified Section 12.7.1 to include the billing of Customer Referral Program and the right to withhold from POR payments (See Second Revised Page No. 39).

Deleted: and Customer Opt-in Aggregation
Deleted: s

Customer – Any person, partnership, association, corporation, municipality, government agency, or other legal entity receiving, or eligible to receive, Competitive Generation Service from an EGS in accordance with the Competition Act.

Customer Choice – The ability of electricity consumers to shop, compare prices, and choose an EGS.

Customer Referral Program – A program developed by the Company and approved by the Commission in Docket No. P-2011-2273670 to refer customers by an EDC to an EGS for the purpose of supplying electric energy, capacity, transmission and ancillary services.

(C) Deleted: (C)¶
Customer Opt-In Aggregation Program – A program approved by the Commission in Docket No. P-2011-2273670, in which customers may choose to accept an EGS offer communicated by the EDC for the twelve-month supply of electric energy, capacity, transmission and ancillary services.¶

Customer Referral Program Agreement – An agreement between the EDC and EGS which defines the terms of the Customer Referral Program.

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Date of Service – Shall have the meaning as set forth in 52 Pa. Code § 1.56.

Default – A failure to cure a material breach of Coordination Obligations, as described in Rule 16.3.

Default Service – The provision of electric generation supply service by the Company to a Customer not receiving service from a Registered EGS. Default Service will be provided by the Company under the provisions of the applicable EDC Tariff.

Direct Access – Shall have the meaning as set forth in the Competition Act.

Dual Billing – A billing service option where the Company and the Registered EGS separately send their bills directly to the Customer, as described in Rule 12.3.

EDC Tariff – Company retail tariffs Electric-Pa. P.U.C. No. 37 and Electric-Pa. P.U.C. No. 39.

Electric Distribution Company (“EDC”) – A public utility providing facilities for the distribution of electricity to retail Customers.

(C) Change

Issued: April 15, 2013

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Electric Generation Supplier ("EGS") – A supplier of Competitive Generation Service that has been certified or licensed by the PUC to sell electricity to retail Customers within Pennsylvania in accordance with the Competition Act.

Electronic Data Exchange Working Group ("EDEWG") – Group developing standardized formats and methodology for exchanging information electronically within the Pennsylvania deregulated electric market.

Electronic Data Interchange ("EDI") – Guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

EGS Tariff – This Electric Generation Supplier Coordination Tariff, Electric-Pa. P.U.C. No. 2S.

Endangered Customers – Customers that are victims of domestic violence or other dangerous situations will have the ability to restrict all of their Customer information and such request will not be challenged by the Company, whether the request comes from the Customer, a counseling service or similar social service entity calling on the Customer's behalf.

- (a) The Registered EGS must calculate and send its Customer charges to the Company within three (3) Business Days of receipt of the meter read data. If the Registered EGS fails to transmit its Customer charges to the Company in the required timeframe, the Company will not include the Registered EGS's Customer charges on the bill for that period. The Company will place the previous Month Customer charges on a future consolidated bill provided that the Registered EGS: (i) transmits the previous Month Customer charges in accordance with standard EDI practices; and (ii) sends its previous Month Customer charges to the Company within three (3) Business Days of receipt of future meter read data.
- (b) The Company will not be liable for the Registered EGS's charges or losses, damages or consequential damages associated with the Registered EGS's Customers not being billed for the Registered EGS's charges for that period.
- (c) The Registered EGS is responsible for the bill content transmitted to the Company.

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- (b) In the event a Registered EGS converts a Customer from Company Consolidated Billing to Dual Billing, the Registered EGS and Company will each be responsible for its receivables effective as of the start of Dual Billing. EGSs' receivables incurred as a result of a Customer billed under a Dual Billing arrangement will not be included in the POR program.
- (c) Company payments to EGSs will be made based on current charges applicable for the current month of service that is billed to and owed by the Customers, and will be paid to the Registered EGSs forty (40) days after the issued date of the Company Consolidated Bill. The POR payments to EGSs will not be discounted.

(C) Change

12.6.3 Tax Exemptions. Where Customers are exempt from taxes, it is the responsibility of both the Company and the Registered EGS to each acquire any required Tax Exemption Certificate from the Customer. In the event of a discrepancy between the Company's tax exempt status for the Customer and the tax exempt status submitted by the Registered EGS, the Registered EGS will provide a new correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, should the Customer wish to request a change in the Customer's tax exempt status. Otherwise, the Company will continue to apply the tax exemption of record to both the Company's and the Registered EGS's charges. For Customers utilizing the Rate Ready Option, the Company will apply the tax exempt status that it employs for Company charges, and the Company will provide a copy of the executed Tax Exemption Certificate to the Registered EGS should the Customer change their tax exempt status after initial enrollment; thereby, requiring the Registered EGS to acquire an updated Tax Exemption Certificate from the Customer.

12.7 Registered EGS Payment Obligations to the Company. A Registered EGS shall pay any charges it incurs in accordance with the Electricity Supplier Fees Rider.

12.7.1 Billing Procedure. Each month, the Company shall submit an invoice to the Registered EGS for any charges incurred in accordance with the Electricity Supplier Fees Rider. The invoice shall also include for each EGS that participates in the Customer Referral Program the applicable costs of the program. An executed Customer Referral Program Agreement will specify the terms and costs, up to \$30 per customer, to be included in the invoice to the EGS associated with the Customer Referral Program with those costs to be updated and communicated to each participating EGS on an annual basis. The invoice may be transmitted to the Registered EGS by any reasonable method requested by the Registered EGS. A Registered 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. The Company has the right to withhold from the Purchases of Receivables ("POR") payment an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.7.

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Deleted: one or both of

Deleted: or Customer Opt-in Aggregation Program

Deleted: For the Customer Opt-in Aggregation Program, the invoice will include the EGS's prorated share of the cost of that program.

12.7.2 Billing Corrections and Estimated Billings. Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, estimating or other errors for a period of 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 of circumstances that limit the timely availability of necessary data.

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Calendar For Customer Referral Program

March 28, 2013	Companies announce Customer Referral Program to EGSs at Supplier Meeting.
April 15, 2013	Companies filed PTCs that will be in effect for the June to August 2013 time period.
April 16, 2013	The Companies submit Compliance Filing.
April 26, 2013	Exceptions to Compliance Filing due.
May 1, 2013	Replies to Exceptions to Compliance Filing due.
May 20, 2013	EGSs provide notice of interest in participating in the Customer Referral Program.
May 28, 2013	The Companies provide EGSs that expressed interest a description of Customer Referral Program, timeline and Customer Referral Program Agreement, including the price per customer.
June 2, 2013	EGSs to notify the Companies they are participating in the Customer Referral Program (Appendix C of Customer Referral Program Agreement) for the month of August.
July 3, 2013	EGSs to notify the Companies they are participating in the Customer Referral Program (Appendix C of Customer Referral Program Agreement) for the September to November 2013 time period.
Beginning August 1	Customer Referral Program begins. EGSs mail welcome packets to participating customers.
Beginning August 1	EDC informs Residential or Small Commercial Default Service Customers that contact the Company regarding a high bill, a new service request, or electric choice inquiry of their ability to participate in the Customer Referral Program.
60 days prior	EGSs to notify the Companies they are participating in the Customer Referral Program (Appendix C of Customer Referral Program Agreement) for the upcoming March, June, September or December time period.
40 days prior	EDC files PTC that will be in effect for the upcoming March, June, September or December time period.
30 days prior	EGSs to notify the Companies they are suspending participating in the Customer Referral Program (Appendix C of Customer Referral Program Agreement) for the upcoming March, June, September or December time period.

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

JOINT PETITION OF METROPOLITAN	:	
EDISON COMPANY, PENNSYLVANIA	:	DOCKET NOS. P-2011-2273650
ELECTRIC COMPANY, PENNSYLVANIA	:	P-2011-2273668
POWER COMPANY AND WEST PENN	:	P-2011-2273669
POWER COMPANY FOR APPROVAL OF	:	P-2011-2273670
THEIR DEFAULT SERVICE PROGRAMS	:	

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served copies of the **Second Revised Default Service Plan - Retail Market Enhancement Programs Compliance Filing of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company** upon the following persons, in the matter specified below, in accordance with the requirements of 52 Pa. Code § 1.54:

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

Honorable Elizabeth H. Barnes
Administrative Law Judge
Pennsylvania Public Utility Commission
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*Counsel for Metropolitan Edison Company,
Pennsylvania Electric Company, Pennsylvania
Power Company and West Penn Power
Company*

Dated: April 16, 2013

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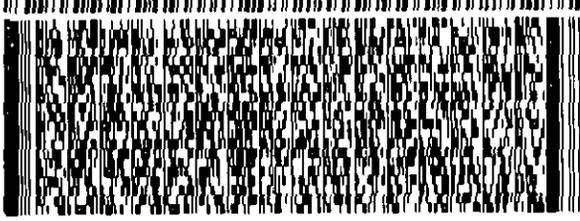
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HARRISBURG PA 17120

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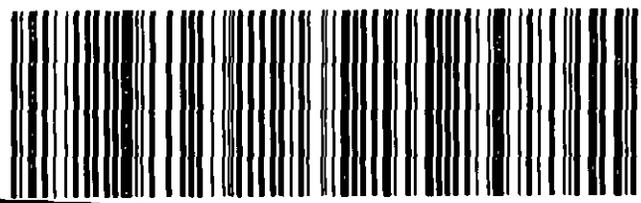
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1701 Market Street
Philadelphia, PA 19103-2921

Morgan Lewis
COUNSELORS AT LAW

TO: Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

TO: PUC (PUC)
Agency: PUC
Floor:
External Carrier: FedEx Express

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