

October 4, 2011

VIA FEDEX NEXT DAY

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

**Re: Tariff Changes for West Penn Power Company Electric Generation Supplier
Coordination Tariff, Effective March 30, 2012**

Dear Secretary Chiavetta:

Enclosed for filing¹ by West Penn Power Company (“West Penn” or “Company”) for approval by the Pennsylvania Public Utility Commission (“Commission”) is Supplement No. 1 to Electric – Pa. P.U.C. No. 2S, which revises West Penn’s Electric Generation Supplier Coordination Tariff (“EGS Tariff”). This filing is made pursuant to Commission regulations at 52 Pa. Code §§ 53.10 - 53.45. West Penn requests that the revised EGS Tariff be effective March 30, 2012. In support of its request West Penn submits as follows:

1. West Penn is a Pennsylvania electric distribution company providing electric service in all or parts of 23 counties in southwestern and central Pennsylvania. West Penn provides service to approximately 715,000 retail customers in Pennsylvania in an area of about 10,400 square miles with a population of approximately 1.5 million. West Penn’s headquarters’ address is 800 Cabin Hill Drive, Greensburg, PA 15601. West Penn is a subsidiary of FirstEnergy Corp.

2. West Penn’s attorney authorized to receive service in this matter is:

John L. Munsch
800 Cabin Hill Drive
Greensburg, PA 15601
Phone: 412-838-6210
jmunsch@firstenergycorp.com

¹ An original and nine (9) copies of the tariff filing are enclosed. This filing is submitted through express delivery and the filing date is deemed to be today, October 4, 2011, pursuant to 52 Pa. Code §1.11.

3. West Penn's revised EGS Tariff will apply to all Commission-licensed electric generation suppliers ("EGSs") providing, or intending to provide, competitive generation service to customers in the Company's service territory in Pennsylvania. The EGS Tariff will apply to West Penn affiliates providing competitive generation service in West Penn's service territory.

4. West Penn's Supplement No. 1 supersedes portions of the Company's current Tariff Electric-Pa. P.U.C. No. 2S. The most recent change in the current supplier tariff was effective January 31, 2011, after Commission approval by Order entered January 27, 2011, at Docket No. R-2010-2207938.

5. Enclosed with the revised EGS Tariff pages are redline versions of the tariff text to identify the changes in the revised EGS Tariff from the current EGS Tariff. A list of modifications in the revised EGS Tariff is contained on Page No. 1 of the filing.

6. West Penn requests that the EGS Tariff have an effective date of March 30, 2012. The date of March 30, 2012, is a consequence of the Joint Petition for Partial Settlement ("Joint Petition") in the application for Commission approval of the merger of West Penn's former parent corporation, Allegheny Energy, Inc., and FirstEnergy Corp.² The Joint Petition was approved by the Commission by Order entered March 8, 2011, at Docket Nos. A-2010-2176520 and A-2010-2176732. Several of the commitments in the Joint Petition concerning the EGS Tariff are conditioned upon the integration of West Penn's computer systems with those of FirstEnergy. Thus, several of the merger commitments of West Penn contain a timeframe and are to be completed, as provided in the Joint Petition, "within three months following the integration of West Penn into FirstEnergy's computer enterprise system..." West Penn expects that the integration of its computer enterprise system will be complete by March 30, 2012.

7. EGSs currently providing, or intending to provide, service in West Penn's service territory will be e-mailed a copy of this filing, and this filing will be posted on the Company's public internet domain.

8. West Penn requests that the Commission provide public notice of West Penn's filing of its revised EGS Tariff by publication in the Pennsylvania Bulletin or by such other method as the Commission may direct.

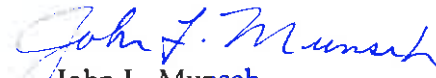
² Joint Application of West Penn Power Company d/b/a Allegheny Power, Trans-Allegheny Interstate Line Company and FirstEnergy Corp. for a Certificate of Public Convenience under Section 1102(a)(3) of the Public Utility Code approving a change in control of West Penn Power Company and Trans-Allegheny Interstate Line Company; Docket Nos. A-2010-2176520 and A-2010-2176732.

Rosemary Chiavetta, Secretary
October 4, 2011
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9. West Penn will serve copies of its proposed EGS Tariff changes upon persons or entities as shown on the attached Certificate of Service including parties to the Company's prior EGS Tariff changes effective January 31, 2011, at Docket No. R-2010-2207938.

WHEREFORE, West Penn Power Company respectfully requests that the Pennsylvania Public Utility Commission approve by Order or Secretarial Letter the revised Electric Generation Supplier Coordination Tariff (Supplement No. 1 to Tariff Electric – Pa.P.U.C. No, 2S) upon at least 60 days notice to be effective on March 30, 2012.

Very truly yours,


John L. Munsch
Attorney

JLM:jss

Enclosures

cc: Paul Diskin, Bureau Fixed Utility Service
Robert Young, Law Bureau

**Re: Tariff Changes for West Penn Power Company d/b/a Allegheny Power
Electric Generation Supplier Coordination Tariff, Effective March 30, 2012**

VERIFICATION

John L. Munsch states that he is an Attorney for West Penn Power Company authorized to make this verification on its behalf, and that the facts set forth in the attached proposed changes to its **Electric Generation Supplier Coordination Tariff** are true and correct to the best of his knowledge, information and belief. He understands that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: October 4, 2011



JOHN L. MUNSCH

**Re: Tariff Changes for West Penn Power Company d/b/a Allegheny Power
Electric Generation Supplier Coordination Tariff, Effective March 30, 2012**

CERTIFICATE OF SERVICE

I certify that this 4th day of October 2011, I have served a true and correct copy of the proposed changes to its **Electric Generation Supplier Coordination Tariff** by first-class mail, postage prepaid, upon the following:

Office of Small Business Advocate
Commerce Bldg. Suite 1102
300 North Second St.
Harrisburg, PA 17101

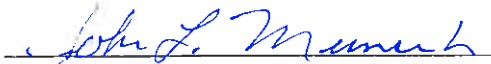
Jennedy S. Johnson, Esq.
Tanya J. McCloskey, Esq.
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Susan E. Bruce, Esq.
McNees Wallace & Nurick
100 Pine St.
PO Box 1166
Harrisburg, PA 17108-1166

Pennsylvania Public Utility Commission
Office of Trial Staff
400 North Street, 2nd Floor
Harrisburg, PA 17120

Todd S. Stewart, Esq.
Hawke McKeon & Sniscak, LLP
Harrisburg Energy Center
100 North Tenth St.
PO Box 1778
Harrisburg, PA 171405

Deanne O'Dell, Esq.
Eckert Seamans Cherin & Mellott LLC
213 Market St., 8th Floor
Harrisburg, PA 17101


John L. Munsch
Attorney for
WEST PENN POWER COMPANY

WEST PENN POWER COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

800 Cabin Hill Drive
Greensburg, PA 15601

Issued: October 4, 2011

Effective: March 30, 2012

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

LIST OF MODIFICATIONS

DEFINITIONS

Removed "doing business as Allegheny Power" in definitions of "APS Zone" and "Company" (First Revised Page No. 4)

Changed "Allegheny Power" to "Company" in definition of "Tax Exemption Certificate" (First Revised Page No. 8)

RULES AND REGULATIONS

Deleted website address in Section 1.1 (First Revised Page No. 9)

Modified Section 3.1 and added Section 3.1(i) (First Revised Page No. 10)

Changed "Allegheny Energy, Inc." to "the Company" in Section 4.15 (First Revised Page No. 17)

Changed e-mail address in Section 5.2 (First Revised Page No. 18)

Modified Section 5.2.2 (First Revised Page No. 19)

Added Section 5.2.3 (First Revised Page No. 19)

Deleted Section 5.3.2 (First Revised Page No. 20)

Modified Section 12.4.1.1 and deleted Section 12.4.1.1(c) (First Revised Page No. 34)

Modified and repaginated Section 12.4.2, and deleted Section 12.4.2(b) (First Revised Page Nos. 35, 36, and 37)

Changed "Allegheny Power" to "Company" in Section 12.6.3 (First Revised Page No. 39)

RIDERS

Changed "Allegheny Power" to "West Penn Power Company" in Individual Coordination Agreement Rider (First Revised Page Nos. 49, 50 and 51)

Changed "Allegheny Power" to "West Penn Power Company" in Scheduling Coordinator Designation Form Rider (First Revised Page No. 52)

Deleted Company Consolidated Billing Charge in Electricity Supplier Fees Rider (First Revised Page No. 56)

DEFINITIONS

Alternative Energy Portfolio Standard – Shall have the meaning as set forth in the Pennsylvania Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8.

Ancillary Services – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice. As used herein, Ancillary Services shall include Ancillary Services as defined by the PJM OATT.

Appropriate Similar Day – An hourly load profile from an historical day selected to be comparable to a forecasted day based on weekday, month, season, and weather.

APS Zone – The PJM defined area encompassing the franchised service territories of Monongahela Power Company, The Potomac Edison Company, and West Penn Power Company. (C)

Average Payment Plan – A payment plan which allows residential Customers to pay approximately the same amount per Month to level high/low seasonal bills, as described in Rule 12.5.1.

Basic Electric Supply – Competitive Generation Service and NITS, including renewable energy or alternative energy credits procured by a Registered EGS provided that the renewable energy or alternative energy credits are bundled with the associated Competitive Generation Service. Basic Electric Supply does not include a non-generation product (e.g., service contract for appliances, or payment for energy reductions such as demand response products), or renewable or alternative energy credits that are not associated with Competitive Generation Service. Basic Electric Supply shall not include early contract cancellation fees, late fees or security deposits assessed by a Registered EGS.

Business Day – Any day except a Saturday, Sunday or a day that PJM declares to be a holiday, as posted on the PJM website. A Business Day shall open at 8:00 a.m. and close at 4:30 p.m. Eastern Prevailing Time. (C)

Company – West Penn Power Company.

Company Consolidated Billing – A billing service option where the Company renders a single consolidated bill with Customer charges for both the Company and the Registered EGS separately stated, as described in Rule 12.4.

(C) Change

PJM Control Area – The area encompassing electric systems recognized by the North American Electric Reliability Corporation as the “PJM Control Area”. This includes the APS Zone being operated by PJM.

PJM OATT – The PJM Open Access Transmission Tariff on file with the FERC which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area, and the successor, superseding or amended versions of the PJM OATT in effect from time to time.

PJM OI – The PJM Office of Interconnection, the system operator for the PJM Control Area.

PJM Reliability Assurance Agreement (“RAA”) – The PJM RAA establishes the UCAP of LSE's in PJM for the purpose of ensuring the adequacy of supply during peak load periods.

PUC – The Pennsylvania Public Utility Commission.

Registered EGS – An EGS that has successfully completed the Registration process of establishing intercommunications with the Company for Coordination Services.

Registration – The successful completion of establishing intercommunications with the Company by an EGS seeking to obtain Coordination Services.

Registration Package – All forms and Riders identified in Rule 3.1.

Rider – An amendment or modification to the EGS Tariff or a charge therein and filed as part of the EGS Tariff.

Scheduling Coordinator – An entity that performs one or more of a Registered EGS's Coordination Obligations, including the submission of energy schedules to the PJM OI, and is either: (1) a member of PJM; or (2) is the agent for scheduling purposes, of one or more EGS's that are members of PJM.

Tax Exemption Certificate – An exemption certificate completed by the Customer to exempt electricity consumption from sales and use tax. A Customer must send, or an EGS may forward a correctly completed and executed Tax Exemption Certificate to the Company, indicating Company as seller, which is required to be kept on file for the Pennsylvania Department of Revenue. The Tax Exemption Certificate shall be the Pennsylvania Exemption Certificate REV-1220, and the successor, superseding or amended versions of the Tax Exemption Certificate in effect from time to time.

Unforced Capacity (“UCAP”) – Installed capacity rated at summer conditions that is not experiencing a forced outage or a forced derating.

(C) Change

RULES AND REGULATIONS

1. THE EGS TARIFF

- (C)
- 1.1 **Filing And Posting.** A copy of the EGS Tariff, which comprises the charges, Rules and Regulations, and Riders under which the Company will provide services to EGSs, is on file with the PUC and is posted and open to inspection at the main offices of the Company. A copy of the EGS Tariff is available on the Company's website.
- 1.2 **Revisions.** The EGS Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code.
- 1.3 **Application.** The EGS Tariff provisions apply to all EGSs intending to provide, and all Registered EGSs providing, Competitive Generation Service to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Generation Service. In addition, the charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.4 **Rules and Regulations.** The Rules and Regulations, filed as part of the EGS Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to the EGS Tariff and govern all Coordination Activities, unless specifically modified by a charge or Rider provision.
- 1.5 **Statement by Agents.** No Company representative has authority to modify an EGS Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

2. SCOPE AND PURPOSE

- 2.1 **Scope and Purpose.** The EGS Tariff sets forth the basic requirements for interactions and coordination between the Company as the EDC and Registered EGSs (including EGS's intending to commence Registration) necessary for ensuring the delivery of Competitive Generation Service from Registered EGSs to their Customers.

(C) Change

2.2 FERC Jurisdictional Matters. The inclusion of FERC jurisdictional matters within the scope of the EGS Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PUC. If anything stated herein is found by the FERC to conflict with or be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to implement the EGS Tariff.

3. COMMENCEMENT OF COORDINATION SERVICES

3.1 Registration. An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed Registration Package, consisting of the following:

- (a) A completed Registration Form fully executed by a duly authorized representative of the EGS;
 - (b) An Individual Coordination Agreement, contained as a Rider hereto, fully executed in duplicate by a duly authorized representative of the EGS;
 - (c) A completed EDI Trading Partner Agreement fully executed by a duly authorized representative of the EGS;
 - (d) Written evidence that the EGS is a member in good standing and is a signatory to applicable PJM agreements either directly or through a Scheduling Coordinator;
 - (e) A completed Credit Information Application Form fully executed by a duly authorized representative of the EGS;
 - (f) Proof that the EGS has obtained a license from the PUC and any other governmental approvals required for participation in Customer Choice in Pennsylvania;
 - (g) A completed Electronic Funds Transfer Authorization Agreement (Consolidated Billing only); and
 - (h) The EGS's Pennsylvania sales tax identification number.
- (C)
- (i) For EGSs that use Company Consolidated Billing, (Rate Ready Option), a copy of the EGSs rate schedule must be provided to the Company.
- (C)

All forms required for the Registration Package are available on the Company's website, by request to the Company Ombudsman, or attached herein as a Rider. All forms are to be completed, signed, and dated, and the completed Registration Package forwarded to the Company Ombudsman. The Company will maintain contact information for the Company Ombudsman on the Company's website.

(C) Change

4.11 Communication Requirements. Except where otherwise noted, the Company will exchange data with a Registered EGS utilizing data formats and transfer methodologies compliant with the data exchange standards prepared by the EDEWG. This plan requires EDI transactions be used for exchanging Customer data, Registered EGS selection, billing determinants, and payment information. A Registered EGS must be equipped with the following communications capabilities:

- (a) Internet file transfer protocol, as determined by the EDEWG and PUC Docket No. M-00960890.F0015;
- (b) Internet EDI peer-to-peer communication with push and pull capability;
- (c) Internet electronic mail (e-mail), including the capability to receive American Standard Code for Information Interchange file attachments; and
- (d) Internet browser for access to Company website and file uploads and downloads.

4.12 Record Retention. An EGS and the Company shall comply with all applicable laws and PUC rules and regulations for record retention, including but not limited to those rules of 52 Pa. Code Chapter 56.

4.13 Payment Obligation. The Company's provision of Coordination Services to a Registered EGS is contingent upon the Registered EGS's payment of all charges provided for in the EGS Tariff.

4.14 Code of Conduct. The Code of Conduct contained in the Company's EDC Tariff is incorporated herein by reference.

4.15 Standards of Conduct and Customer Disclosure for EGSs. The Standards of Conduct, as filed by the Company with the FERC in compliance with Order No. 889 and Code of Conduct governing regulated and unregulated affiliates of the Company, are incorporated herein. Customer Disclosure for Licensees will be established by the Final Rulemaking Order Establishing Customer Information Disclosure Requirements for Electricity Providers, 52 Pa. Code Chapter 54, Docket No. L-00970126, and Final Rulemaking Order Regarding Licensing, 52 Pa. Code Chapter 54 and Section 3.551, Docket No. L-00970129. (C)

4.16 Emergency Operation. Retail transmission services shall be provided pursuant to the PJM OATT. A Registered EGS shall fulfill the PJM OATT requirements on behalf of its Customers in regards to load shedding and curtailment procedures. A Registered EGS shall cooperate with the PJM OI and the Company upon determination that an emergency exists and comply with the PJM Control Area's directives.

(C) Change

5. DIRECT ACCESS PROCEDURES

- 5.1 Customer Data Options.** Customers can elect to restrict the distribution of their information by authorizing a "Do Not Release" or as Endangered Customers, according to PUC rules and regulations, as such rules and regulations change from time to time.

Customers will have the ability to update their "Do Not Release" status by calling the Company's toll free telephone number. All new Customers will be given the opportunity to select a "Do Not Release" option by following the instructions included in their welcome packets. Customers will be notified of their opportunity to update their "Do Not Release" status twice each year. The Company will enforce a minimum of a fifteen (15) Business Day waiting period between the biannual notification and the release of Customer information. This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time.

- 5.2 Eligible Customer List ("ECL").** The Company will make an ECL available to EGSs that will contain information for every Customer that is available to shop for Competitive Generation Service, subject to the Customer's "Do Not Release" election. The ECL will be provided on the Company's EGS website and will be password protected for EGSs in Pennsylvania. The Company will also maintain the standard file formats for the data listed, on the Company's website. Licensed EGSs can contact the Supplier Interface Team at SupplierSupport@firstenergycorp.com to obtain the current identification and password necessary to access the ECL. EGSs are responsible for compliance with Pennsylvania's "Do Not Call List" (See, 73 P.S. §2242, et seq). This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time. (C)

5.2.1 Frequency of Updates. The ECL will be updated monthly.

(C) Change

5.2.2 ECL Information List. The following information will be provided on the ECL for each Customer, subject to the Customer's "Do Not Release" election: (C)

- (a) Customer Account Number
- (b) Meter Number
- (c) Customer Name
- (d) Service Address, including Zip+4
- (e) Billing Address, including Zip+4
- (f) Budget indicator (is Customer on the Average Payment Plan)
- (g) Meter Read Cycle date
- (h) Meter Type
- (i) Interval Meter Flag
- (j) Load Profile Group Indicator
- (k) Rate Code Indicator
- (l) Loss Factor
- (m) 24 Individual Months Consumption (kWh)
- (n) 24 Individual Months Demand
- (o) End of billing period date for each billing Month
- (p) Number of days in billing period for each billing Month
- (q) Default Service indicator (is Customer a Default Service Customer as of the date of the ECL update)
- (r) PLC Value and effective date of this value
- (s) NSPL Value and effective date of this value
- (t) Date the ECL was last updated

5.2.3 Interval Meter Data. An EGS is expected to maintain appropriate Customer authorization when requesting historical Interval Meter Data. The Interval Meter Data will be provided at no cost to an EGS and will be transferred in a standardized format and sent to the EGS via EDI and will include twelve (12) months of data. Alternatively, an EGS may access the data through a secured portion of the Company's supplier website. The EGS will share its records of Customer authorization with the Company upon request and those records shall be subject to audit by the PUC. (C)

(C) Change

5.3 Pre-enrollment Information. Registered EGSs may request pre-enrollment information from the Company via EDI transaction. The Company shall release requested information to an EGS for Customers other than those that are Endangered Customers; provided however, that the EGS shall maintain proper Customer authorization as required by EDEWG and PUC rules and regulations, as such rules and regulations change from time to time.

5.3.1 Customer Information. The response to EGS requests for Customer pre-enrollment information must include the following information:

- (a) EDC's Customer Account Number;
- (b) Meter Number;
- (c) Customer Name;
- (d) Service Address;
- (e) Billing Address;
- (f) EDC Rate Code;
- (g) Capacity PLC (Current PJM Planning Period);
- (h) NSPL (Current PJM Planning Period);
- (i) Monthly Historical Billing Demand (Previous 12 Months);
- (j) Monthly Historical Energy Usage (Previous 12 Months);

5.4 Procedure to Formalize Selection of Registered EGS. In order to initiate Competitive Generation Service, the Registered EGS will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Registered EGS in accordance with the rules and regulations of the PUC. The Registered EGS must notify its Customers that by signing up for Competitive Generation Service with the Registered EGS, the Customer is consenting to the disclosure by the Company to the Registered EGS of certain basic information about the Customer. The notice shall be consistent with PUC rulings. (C)

5.4.1 Authorization Record. It is the Registered EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the PUC. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Rule 5.4.

(C) Change

12.4 Company Consolidated Billing. The Company shall render a Company Consolidated Bill as provided below.

12.4.1 Billing Format. If the Registered EGS chooses to have the Company render a consolidated bill, the Registered EGS must provide the applicable billing information to the Company pursuant to the terms and conditions as follows:

12.4.1.1 Rate Ready Option. Under this billing service option the Company will calculate both the Company and Registered EGS charges and render a consolidated bill to the Customer.

- (C)
- (a) A Registered EGS must submit "Standard Rate" program data to the Company at least fourteen (14) days in advance of submitting Customers on a Rate Ready Option. Each EGS will not submit more than two hundred (200) discrete rates for implementation to the Company during each calendar quarter.
 - (b) "Standard Rate" program structures including fixed cents per kWh rates will be available starting from \$0.0500 through \$0.1199 per kWh in \$0.0001 increments, up to four decimal place precision. A standard "percent off" of shopping rates will be available from 1.0% through 50.0% off the "Price to Compare", in 0.5% increments. The term "Price to Compare" shall be consistent with PUC rules and regulations. The Company and Registered EGS may negotiate and mutually agree to utilize more diverse rate structures for the Rate Ready Option. Any rate design(s) other than those specified in this Rule may delay power flow to a Customer billed under Company Consolidated Billing.
 - (c) Unused rate programs will be removed by the Company after one hundred eighty (180) days, provided that the Company will notify the Registered EGS before removing unused rate programs.
 - (d) Customers will be rendered a bill for Registered EGS and Company charges normally within three (3) Business Days of the meter reading.

12.4.1.2 Bill Ready Option. Under this billing service option the Registered EGS receives the usage information from the Company and calculates its Customer charges accordingly. The Registered EGS then sends its charges to the Company to be placed on the same bill as the Company charges.

(C) Change

- (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.

(C)

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.
- (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

(C)

- (d) The Company will make payments of funds payable to the Registered EGS via electronic payment to a bank designated by the Registered EGS. Wire transfer of funds will be made per relevant PUC orders unless other terms are mutually agreed upon.
- (e) Purchased receivables will be treated in the same manner as other Company charges pursuant to the EDC Tariff. A Registered EGS offering Company Consolidated Billing to its Customers acknowledges and agrees that the Company is: (i) entitled to receive and retain all payments from the Registered EGS's Customers for purchased receivables; and (ii) authorized to conduct collection activities and, if necessary, terminate its delivery service and the Registered EGS's Competitive Generation Service to Customers whose receivables were purchased and who fail to make payment of amounts due on the Company Consolidated Bill, including the full amount of the purchased receivables. Any Customer service termination shall be consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the PUC's regulations. Any Customer whose service is terminated for failure to pay Company Consolidated Billing charges shall be reconnected to the Registered EGS of record upon payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits); provided however, that such payment is made no later than ten (10) days after termination of service. Should Customer remit payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits) more than ten (10) days after the termination of service, the Customer shall be reconnected to Default Service.
- (f) In the event a Customer disputes a Registered EGS's charges and notifies the Company, the Company can withhold the disputed amount from that Registered EGS until such time that the Company is notified that the dispute has been resolved.
- (g) For the Rate Ready Option of Company Consolidated Billing, the Company shall only be obligated to purchase each Month the amount of the Monthly installment under the Average Payment Plan. For the Bill Ready Option of Company Consolidated Billing, the Customer's Average Payment Plan billing will be adjusted to reflect the Company's regulated non-Basic Electric Supply charges and the full amount of the Registered EGS charges submitted.
- (h) The Company shall also purchase receivables of Registered EGS Customers based upon an estimated bill.
- (i) The Company shall add to or deduct from any payments due to a Registered EGS amounts that may result from reconciliations, adjustments or recalculations of Average Payment Plans, estimated readings, cancel and rebills, or any applicable billing adjustment.

(C) Change

(C)

- (j) The Company will only purchase Basic Electric Supply charges. Upon request, a Registered EGS shall provide a written certification to the Company that the Registered EGS is providing only Basic Electric Supply to Customers billed under Company Consolidated Billing. If a Registered EGS is providing a Customer with a service or product that does not meet the definition of Basic Electric Supply, the Registered EGS shall be permitted to issue a separate bill for such service or product in accordance with Dual Billing for that Customer if it provides written certification to the Company that the service or product cannot be billed under Company Consolidated Billing.
- (k) Registered EGSs will not deny service to residential Customers whose accounts are included in the Company's purchase of receivables program for credit-related reasons and will not ask for deposits separate from any deposit required by the Company pursuant to PUC regulations and Act 201.

12.4.3 Billing and Payment Data Access. The Company and the Registered EGS shall transmit consumption, billing, and related data to each other using EDI transactions for the purpose of Company Consolidated Billing.

- (a) The Company shall remit Registered EGS revenue and billing data to the Registered EGS by EDI transaction.
- (b) The Registered EGS shall have access to Customer billing and payment information from the Registered EGS for the Registered EGS's presently enrolled Customers at no cost.

12.4.4 Bill Due Dates. Under Company Consolidated Billing, the Registered EGS must adopt the same bill due date as assigned by the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

12.4.4.1 Exceptions to Bill Due Date Provisions. For Customers eligible for, and participating in, the Company's Summary Billing, meter read data is collected on its regular schedule, but the billing date and due date is adjusted to allow multiple accounts to be summarized and due on the same date. Summary Billing is a billing method that lists multiple Customer accounts on one bill statement and is only available for Dual Billing and the Rate Ready Option of Company Consolidated Billing.

(C) Change

- (C)
- 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 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.
- 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.

(C) Change

INDIVIDUAL COORDINATION AGREEMENT RIDER

1.0 This Individual Coordination Agreement ("Agreement"), dated as of

Is entered into, by and between West Penn Power Company ("Company") and

the Electric Generation Supplier ("EGS").

2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all Coordination Services specified in the Electric Generation Supplier Coordination Tariff ("EGS Tariff"), including but not limited to Load Forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Generation Service to Customers located within the Company's Pennsylvania service territory.

3.0 Representations and Warranties.

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

(i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to the EDC serving Customers located in the APS Zone; and

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

(b) The Company and the EGS, individually referred to hereafter as the "Party", each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

(C) Change

INDIVIDUAL COORDINATION AGREEMENT RIDER (continued)

- (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Rule 3 of this Agreement have been violated.
- 5.0 Coordination Services between the Company and the EGS will commence on _____
- 6.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below. (C)

West Penn Power Company
(Address)
(City & State)

Attn:
Title:
Telephone:
Facsimile:
Internet E-Mail:

To the EGS:

Attn:
Title:
Telephone:
Facsimile:
Internet E-Mail:

(C) Change

INDIVIDUAL COORDINATION AGREEMENT RIDER (concluded)

7.0 The EGS Tariff and the PJM OATT (collectively "Tariffs") are incorporated herein by reference and made a part hereof. By signing below, the EGS acknowledges that it has read and understands the Tariffs and will strictly comply with the terms and conditions contained in the Tariffs, as such Tariffs change from time to time. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Tariff.

8.0 The EGS Tariff and its definitions are incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this Agreement shall have the meaning stated in the EGS Tariff.

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

(C)

WEST PENN POWER COMPANY

EGS

By:

By:

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

(C) Change

SCHEDULING COORDINATOR DESIGNATION FORM RIDER

- (C)
- 1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to West Penn Power Company ("Company") by the following Electric Generation Supplier ("EGS"):
- _____
- 2.0 By submitting this form, the EGS hereby notifies the Company that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of _____, in accordance with Rule 9 of the Company's Electric Generation Supplier Coordination Tariff ("EGS Tariff"):
- _____
- 3.0. The EGS further notifies the Company that it is designating the entity identified in the preceding paragraph as its Scheduling Coordinator for the specific purpose(s) (please check and/or fill in):
- | | |
|-------|---|
| _____ | Load Forecasting |
| _____ | Assessing Import Capability |
| _____ | Scheduling and Assumption of Reconciliation Rights and Responsibilities |
- 4.0. The Company may utilize the Scheduling Coordinator as the sole point of contact with the EGS in connection with the Company's provision of Coordination Services to the EGS. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 6.0 All inquiries, communications or notices relating to the EGS' use of the Scheduling Coordinator designated above may be directed to the following representatives:

(C) Change

ELECTRICITY SUPPLIER FEES RIDER (concluded)

2. LOAD DATA SUPPLY CHARGE \$53 per hour
billed in 15-minute intervals

There is no charge for Customer load data requested through EDI.

The Company will fulfill, a non-EDI request for Customer load information available on its information system once per calendar year for no charge. Any electronically available load data if requested in a calendar year in which the Company has already provided such data once for no charge will be charged at the Company's actual cost, using the above hourly labor rate, and based on the time spent to fulfill the request to be determined at fifteen minute intervals.

(C)

(C) Change

~~This tariff Electric Pa. P.U.C. No. 2S cancels and supersedes Electric Pa. P.U.C. No. 1S~~

WEST PENN POWER COMPANY
doing business as Allegheny Power

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

800 Cabin Hill Drive
Greensburg, PA 15601

~~Issued November 1, 2010~~
~~2011~~ Issued: October 4, 2011

~~Effective January 31,~~
~~Effective: March 30, 2012~~

Issued By: ~~Rodney L. Dickens~~ Charles E. Jones, Jr.,
President

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

~~This tariff cancels and supersedes all previous pages of Electric-Pa. P.U.C. No. 1S. It also adds a new Table of Contents, repaginates, standardizes terminology, updates definitions and rules, and provides uniform font and spacing for the entire tariff.~~

DEFINITIONS

Removed "doing business as Allegheny Power" in definitions of "APS Zone" and "Company" (First Revised Page No. 4)

Changed "Allegheny Power" to "Company" in definition of "Tax Exemption Certificate" (First Revised Page No. 8)

RULES AND REGULATIONS

Deleted website address in Section 1.1 (First Revised Page No. 9)

Modified Section 3.1 and added Section 3.1(i) (First Revised Page No. 10)

Changed "Allegheny Energy, Inc." to "the Company" in Section 4.15 (First Revised Page No. 17)

Changed e-mail address in Section 5.2 (First Revised Page No. 18)

Modified Section 5.2.2 (First Revised Page No. 19)

Added Section 5.2.3 (First Revised Page No. 19)

Deleted Section 5.3.2 (First Revised Page No. 20)

Modified Section 12.4.1.1 and deleted Section 12.4.1.1(c) (First Revised Page No. 34)

Modified and repaginated Section 12.4.2, and deleted Section 12.4.2(b) (First Revised Page Nos. 35, 36, and 37)

Changed "Allegheny Power" to "Company" in Section 12.6.3 (First Revised Page No. 39)

RIDERS

Changed "Allegheny Power" to "West Penn Power Company" in Individual Coordination Agreement Rider (First Revised Page Nos. 49, 50 and 51)

Changed "Allegheny Power" to "West Penn Power Company" in Scheduling Coordinator Designation Form Rider (First Revised Page No. 52)

Deleted Company Consolidated Billing Charge in Electricity Supplier Fees Rider (First Revised Page No. 56)

Issued: ~~November 1, 2010~~ October 4, 2011

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DEFINITIONS

Alternative Energy Portfolio Standard – Shall have the meaning as set forth in the Pennsylvania Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1-1648.8.

Ancillary Services – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice. As used herein, Ancillary Services shall include Ancillary Services as defined by the PJM OATT.

Appropriate Similar Day – An hourly load profile from an historical day selected to be comparable to a forecasted day based on weekday, month, season, and weather.

APS Zone – The PJM defined area encompassing the franchised service territories of Monongahela Power Company, The Potomac Edison Company, and West Penn Power Company, ~~collectively doing business as Allegheny Power.~~ (C)

Average Payment Plan – A payment plan which allows residential Customers to pay approximately the same amount per Month to level high/low seasonal bills, as described in Rule 12.5.1.

Basic Electric Supply – Competitive Generation Service and NITS, including renewable energy or alternative energy credits procured by a Registered EGS provided that the renewable energy or alternative energy credits are bundled with the associated Competitive Generation Service. Basic Electric Supply does not include a non-generation product (e.g., service contract for appliances, or payment for energy reductions such as demand response products), or renewable or alternative energy credits that are not associated with Competitive Generation Service. Basic Electric Supply shall not include early contract cancellation fees, late fees or security deposits assessed by a Registered EGS.

Business Day – Any day except a Saturday, Sunday or a day that PJM declares to be a holiday, as posted on the PJM website. A Business Day shall open at 8:00 a.m. and close at 4:30 p.m. Eastern Prevailing Time. (C)

Company – West Penn Power Company ~~doing business as Allegheny Power.~~

Company Consolidated Billing – A billing service option where the Company renders a single consolidated bill with Customer charges for both the Company and the Registered EGS separately stated, as described in Rule 12.4.

(C) Change

PJM Control Area – The area encompassing electric systems recognized by the North American Electric Reliability Corporation as the "PJM Control Area". This includes the APS Zone being operated by PJM.

PJM OATT – The PJM Open Access Transmission Tariff on file with the FERC which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area, and the successor, superseding or amended versions of the PJM OATT in effect from time to time.

PJM OI – The PJM Office of Interconnection, the system operator for the PJM Control Area.

PJM Reliability Assurance Agreement ("RAA") – The PJM RAA establishes the UCAP of LSE's in PJM for the purpose of ensuring the adequacy of supply during peak load periods.

PUC – The Pennsylvania Public Utility Commission.

Registered EGS – An EGS that has successfully completed the Registration process of establishing intercommunications with the Company for Coordination Services.

Registration – The successful completion of establishing intercommunications with the Company by an EGS seeking to obtain Coordination Services.

Registration Package – All forms and Riders identified in Rule 3.1.

Rider – An amendment or modification to the EGS Tariff or a charge therein and filed as part of the EGS Tariff.

Scheduling Coordinator – An entity that performs one or more of a Registered EGS's Coordination Obligations, including the submission of energy schedules to the PJM OI, and is either: (1) a member of PJM; or (2) is the agent for scheduling purposes, of one or more EGS's that are members of PJM.

Tax Exemption Certificate – An exemption certificate completed by the Customer to exempt electricity consumption from sales and use tax. A Customer must send, or an EGS may forward a correctly completed and executed Tax Exemption Certificate to the Company, indicating Allegheny Power Company as seller, which is required to be kept on file for the Pennsylvania Department of Revenue. The Tax Exemption Certificate shall be the Pennsylvania Exemption Certificate REV-1220, and the successor, superseding or amended versions of the Tax Exemption Certificate in effect from time to time.

Unforced Capacity ("UCAP") – Installed capacity rated at summer conditions that is not experiencing a forced outage or a forced derating.

(C) Change

RULES AND REGULATIONS

1. THE EGS TARIFF

(C)

- 1.1 Filing And Posting.** A copy of the EGS Tariff, which comprises the charges, Rules and Regulations, and Riders under which the Company will provide services to EGSs, is on file with the PUC and is posted and open to inspection at the main offices of the Company. A copy of the EGS Tariff is available on the Company's website [at www.alleghenypower.com](http://www.alleghenypower.com).
- 1.2 Revisions.** The EGS Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code.
- 1.3 Application.** The EGS Tariff provisions apply to all EGSs intending to provide, and all Registered EGSs providing, Competitive Generation Service to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Generation Service. In addition, the charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.
- 1.4 Rules and Regulations.** The Rules and Regulations, filed as part of the EGS Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to the EGS Tariff and govern all Coordination Activities, unless specifically modified by a charge or Rider provision.
- 1.5 Statement by Agents.** No Company representative has authority to modify an EGS Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

2. SCOPE AND PURPOSE

- 2.1 Scope and Purpose.** The EGS Tariff sets forth the basic requirements for interactions and coordination between the Company as the EDC and Registered EGSs (including EGS's intending to commence Registration) necessary for ensuring the delivery of Competitive Generation Service from Registered EGSs to their Customers.

(C) Change

WEST PENN POWER COMPANY

2.2 FERC Jurisdictional Matters. The inclusion of FERC jurisdictional matters within the scope of the EGS Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PUC. If anything stated herein is found by the FERC to conflict with or be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to implement the EGS Tariff.

3. COMMENCEMENT OF COORDINATION SERVICES

3.1 Registration. An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed Registration Package, consisting of the following:

- (a) A completed Registration Form fully executed by a duly authorized representative of the EGS;
- (b) An Individual Coordination Agreement, contained as a Rider hereto, fully executed in duplicate by a duly authorized representative of the EGS;
- (c) A completed EDI Trading Partner Agreement fully executed by a duly authorized representative of the EGS;
- (d) Written evidence that the EGS is a member in good standing and is a signatory to applicable PJM agreements either directly or through a Scheduling Coordinator;
- (e) A completed Credit Information Application Form fully executed by a duly authorized representative of the EGS;
- (f) Proof that the EGS has obtained a license from the PUC and any other governmental approvals required for participation in Customer Choice in Pennsylvania;
- (g) A completed Electronic Funds Transfer Authorization Agreement (Consolidated Billing only); and
- (h) The EGS's Pennsylvania sales tax identification number.

(i) For EGSs that use Company Consolidated Billing, (Rate Ready Option), a copy of the EGSs rate schedule must be provided to the Company.

All forms required for the Registration Package are available on the Company's website, by request to the Company Ombudsman, or attached herein as a Rider. All forms are to be completed, signed, and dated, and the completed Registration Package forwarded to: Customer Choice the Company Ombudsman, Allegheny Power, 800 Cabin Hill Drive, Greensburg, PA 15604. The Company will maintain contact information for the Company Ombudsman on the Company's website.

(C) Change

Issued: ~~November 1, 2010~~ October 4, 2011

Effective: ~~January 31, 2011~~ March 30, 2012

4.11 Communication Requirements. Except where otherwise noted, the Company will exchange data with a Registered EGS utilizing data formats and transfer methodologies compliant with the data exchange standards prepared by the EDEWG. This plan requires EDI transactions be used for exchanging Customer data, Registered EGS selection, billing determinants, and payment information. A Registered EGS must be equipped with the following communications capabilities:

- (a) Internet file transfer protocol, as determined by the EDEWG and PUC Docket No. M-00960890.F0015;
- (b) Internet EDI peer-to-peer communication with push and pull capability;
- (c) Internet electronic mail (e-mail), including the capability to receive American Standard Code for Information Interchange file attachments; and
- (d) Internet browser for access to Company website and file uploads and downloads.

4.12 Record Retention. An EGS and the Company shall comply with all applicable laws and PUC rules and regulations for record retention, including but not limited to those rules of 52 Pa. Code Chapter 56.

4.13 Payment Obligation. The Company's provision of Coordination Services to a Registered EGS is contingent upon the Registered EGS's payment of all charges provided for in the EGS Tariff.

4.14 Code of Conduct. The Code of Conduct contained in the Company's EDC Tariff is incorporated herein by reference.

4.15 Standards of Conduct and Customer Disclosure for EGSs. The Standards of Conduct, as filed by the Company with the FERC in compliance with Order No. 889 and Code of Conduct governing regulated and unregulated affiliates of ~~Allegheny Energy, Inc.~~ the Company, are incorporated herein. Customer Disclosure for Licensees will be established by the Final Rulemaking Order Establishing Customer Information Disclosure Requirements for Electricity Providers, 52 Pa. Code Chapter 54, Docket No. L-00970126, and Final Rulemaking Order Regarding Licensing, 52 Pa. Code Chapter 54 and Section 3.551, Docket No. L-00970129. (C)

4.16 Emergency Operation. Retail transmission services shall be provided pursuant to the PJM OATT. A Registered EGS shall fulfill the PJM OATT requirements on behalf of its Customers in regards to load shedding and curtailment procedures. A Registered EGS shall cooperate with the PJM OI and the Company upon determination that an emergency exists and comply with the PJM Control Area's directives.

(C) Change

5. DIRECT ACCESS PROCEDURES

- 5.1 Customer Data Options.** Customers can elect to restrict the distribution of their information by authorizing a "Do Not Release" or as Endangered Customers, according to PUC rules and regulations, as such rules and regulations change from time to time.

Customers will have the ability to update their "Do Not Release" status by calling the Company's toll free telephone number. All new Customers will be given the opportunity to select a "Do Not Release" option by following the instructions included in their welcome packets. Customers will be notified of their opportunity to update their "Do Not Release" status twice each year. The Company will enforce a minimum of a fifteen (15) Business Day waiting period between the biannual notification and the release of Customer information. This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time.

- 5.2 Eligible Customer List ("ECL").** The Company will make an ECL available to EGSs that will contain information for every Customer that is available to shop for Competitive Generation Service, subject to the Customer's "Do Not Release" election. The ECL will be provided on the Company's EGS website and will be password protected for EGSs in Pennsylvania. The Company will also maintain the standard file formats for the data listed, on the Company's website. Licensed EGSs can contact the Supplier Interface Team at Choice@alleghenypower.com SupplierSupport@firstenergycorp.com to obtain the current identification and password necessary to access the ECL. EGSs are responsible for compliance with Pennsylvania's "Do Not Call List" (See, 73 P.S. §2242, et seq). This Rule shall be consistent with PUC rules and regulations, as such rules and regulations change from time to time.

5.2.1 Frequency of Updates. The ECL will be updated monthly.

(C) Change

~~WEST PENN POWER COMPANY~~

~~5.2.2 File Format. The list of eligible Customers that the Company provides¹ to EGSs shall contain the~~

- ~~(a) — Revision Date~~
- ~~(b) — Default Service Indicator (Y/N)~~
- ~~(c) — Procurement Classification Indicator (Service Type)~~
- ~~(d) — Interval Meter Indicator~~
- ~~(e) — Meter Read Cycle¹~~
- ~~(f) — Customer Name~~
- ~~(g) — EDC's Customer Account Number~~
- ~~(h) — Service Address (city, state and zip)²~~
- ~~(i) — Billing Name~~
- ~~(j) — Billing Address (city, state, zip and country)²~~
- ~~(k) — Telephone Number³~~
- ~~(l) — EDC Rate Class (also Revenue Code)~~
- ~~(m) — EDC Rate Code⁴~~
- ~~(n) — EDC Load Profile Group Indicator~~
- ~~(o) — 12 months of Historical Energy Usage (kWhs)⁵~~
- ~~(p) — Number of Months of service, if less than 12 months~~
- ~~(q) — Peak Demand (12 months of billing demands)⁵~~
- ~~(r) — NSPL and effective date (Current PJM Planning Period)⁵~~
- ~~(s) — Capacity PLC and effective date (Current PJM Planning Period)⁵~~
- ~~(t) — Future NSPL and effective date (Forthcoming PJM Planning Period and available on the first ECL issued after December 15th)⁵~~
- ~~(u) — Future Capacity PLC and effective date (Forthcoming PJM Planning Period and available on the first ECL issued after December 15th)⁵~~

Notes to ECL File Format:

- ~~1. Mapping of Meter Read Dates by meter read cycle is available on the Company's website. Meter reading dates for cycle 22 customers may be obtained by submitting a request to the Company's Supplier Interface Team.~~
- ~~2. Not shown if Customer restricts address.~~
- ~~3. Not shown if Customer restricts telephone number.~~
- ~~4. For determination of line loss factor, mapping of Rate Code to line loss factor is available on the Company's website.~~
- ~~5. Not shown if Customer restricts usage information.~~

(C)

5.2.2 ECL Information List. The following information will be provided on the ECL for each Customer, subject to the Customer's "Do Not Release" election:

- (a) Customer Account Number
- (b) Meter Number
- (c) Customer Name
- (d) Service Address, including Zip+4
- (e) Billing Address, including Zip+4
- (f) Budget indicator (is Customer on the Average Payment Plan)
- (g) Meter Read Cycle date
- (h) Meter Type
- (i) Interval Meter Flag
- (j) Load Profile Group Indicator
- (k) Rate Code Indicator
- (l) Loss Factor
- (m) 24 Individual Months Consumption (kWh)
- (n) 24 Individual Months Demand
- (o) End of billing period date for each billing Month
- (p) Number of days in billing period for each billing Month
- (q) Default Service indicator (is Customer a Default Service Customer as of the date of the ECL update)
- (r) PLC Value and effective date of this value
- (s) NSPL Value and effective date of this value
- (t) Date the ECL was last updated

(C)

5.2.3 Interval Meter Data. An EGS is expected to maintain appropriate Customer authorization when requesting historical Interval Meter Data. The Interval Meter Data will be provided at no cost to an EGS and will be transferred in a standardized format and sent to the EGS via EDI and will include twelve (12) months of data. Alternatively, an EGS may access the data through a secured portion of the Company's supplier website. The EGS will share its records of Customer authorization with the Company upon request and those records shall be subject to audit by the PUC.

(C) Change

5.3 Pre-enrollment Information. Registered EGSs may request pre-enrollment information from the Company via EDI transaction. The Company shall release requested information to an EGS for Customers other than those that are Endangered Customers; provided however, that the EGS shall maintain proper Customer authorization as required by EDEWG and PUC rules and regulations, as such rules and regulations change from time to time.

5.3.1 Customer Information. The response to EGS requests for Customer pre-enrollment information must include the following information:

- (a) EDC's Customer Account Number;
- (b) Meter Number;
- (c) Customer Name;
- (d) Service Address;
- (e) Billing Address;
- (f) EDC Rate Code;
- (g) Capacity PLC (Current PJM Planning Period);
- (h) NSPL (Current PJM Planning Period);
- (i) Monthly Historical Billing Demand (Previous 12 Months);
- (j) Monthly Historical Energy Usage (Previous 12 Months);

~~**5.3.2 Requests from EGSs that are not Registered EGSs.** EGSs that are not Registered EGSs with the Company may request pre-enrollment data via e-mail to the Customer Choice Mailbox. For Customers who have elected to restrict their information by selecting the "Do Not Release" option, a LOA from the Customer must be submitted with the request.~~

5.4 Procedure to Formalize Selection of Registered EGS. In order to initiate Competitive Generation Service, the Registered EGS will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Registered EGS in accordance with the rules and regulations of the PUC. The Registered EGS must notify its Customers that by signing up for Competitive Generation Service with the Registered EGS, the Customer is consenting to the disclosure by the Company to the Registered EGS of certain basic information about the Customer. The notice shall be consistent with PUC rulings. (C)

5.4.1 Authorization Record. It is the Registered EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the PUC. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Rule 5.4.

(C) Change

Issued: ~~November 1, 2010~~ October 4, 2011

Effective: ~~January 31, 2011~~ March 30, 2012

12.4 Company Consolidated Billing. The Company shall render a Company Consolidated Bill as provided below.

12.4.1 Billing Format. If the Registered EGS chooses to have the Company render a consolidated bill, the Registered EGS must provide the applicable billing information to the Company pursuant to the terms and conditions as follows:

12.4.1.1 Rate Ready Option. Under this billing service option the Company will calculate both the Company and Registered EGS charges and render a consolidated bill to the Customer.

- (C)
- (a) A Registered EGS must submit ~~rate~~ "Standard Rate" program data to the Company at least fourteen (14) days in advance of submitting Customers on a Rate Ready Option. ~~No more than fifty (50) rate programs may be submitted to the Company during a Business Day. Each EGS will not submit more than two hundred (200) discrete rates for implementation to the Company during each calendar quarter.~~
 - (b) ~~Rate program structures will be limited to flat rate, fixed kWh and/or kW rates, blocked kWh and/or kW rates, or any combination of these types of rates.~~ (b) "Standard Rate" program structures including fixed cents per kWh rates will be available starting from \$0.0500 through \$0.1199 per kWh in \$0.0001 increments, up to four decimal place precision. A standard "percent off" of shopping rates will be available from 1.0% through 50.0% off the "Price to Compare", in 0.5% increments. The term "Price to Compare" shall be consistent with PUC rules and regulations. The Company and Registered EGS may negotiate and mutually agree to utilize more diverse rate structures for the Rate Ready Option. Any rate design(s) other than those specified in this Rule may delay power flow to a Customer billed under Company Consolidated Billing.
 - (c) ~~The number of available rate programs is limited to one thousand (1,000) per Registered EGS. Additional rate programs requested beyond the one thousand (1,000) limitation will be charged to the Registered EGS submitting the request in accordance with the Technical Support and Assistance Charge of the Electricity Supplier Fees Rider.~~
 - (d) ~~Unused rate programs will be removed by the Company after one hundred eighty (180) days, provided that the Company will notify the Registered EGS before removing unused rate programs.~~
 - (e) Customers will be rendered a bill for Registered EGS and Company charges normally within three (3) Business Days of the meter reading.

12.4.1.2 Bill Ready Option. Under this billing service option the Registered EGS receives the usage information from the Company and calculates its Customer charges accordingly. The Registered EGS then sends its charges to the Company to be placed on the same bill as the Company charges.

(C) Change

Issued: ~~November 1, 2010~~ October 4, 2011

Effective: ~~January 31, 2011~~ March 30, 2012

- (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.

(C)

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 all 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.
- (b) ~~All Registered EGS's utilizing Company Consolidated Billing will be assessed a Company Consolidated Billing Charge in accordance with the Electricity Supplier Fees Rider.~~
- ~~(e)~~ 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.
- ~~(d)~~ The Company will pay all undisputed(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 EGSEGSs forty (40) days after the issued date of the Company Consolidated Bill. The POR payments to EGSs will not be discounted.

(C) Change

Issued: October 4, 2011

Effective: March 30, 2012

(C)

- (d) The Company will make payments of funds payable to the Registered EGS via electronic payment to a bank designated by the Registered EGS. Wire transfer of funds will be made per relevant PUC orders unless other terms are mutually agreed upon.

Issued: November 1, 2010

Effective: January 31, 2011

WEST PENN POWER COMPANY

- (f)(e) Purchased receivables will be treated in the same manner as other Company charges pursuant to the EDC Tariff. A Registered EGS offering Company Consolidated Billing to its Customers acknowledges and agrees that the Company is: (i) entitled to receive and retain all payments from the Registered EGS's Customers for purchased receivables; and (ii) authorized to conduct collection activities and, if necessary, terminate its delivery service and the Registered EGS's Competitive Generation Service to Customers whose receivables were purchased and who fail to make payment of amounts due on the Company Consolidated Bill, including the full amount of the purchased receivables. Any Customer service termination shall be consistent with the provisions of Chapter 14 of the Pennsylvania Public Utility Code and Chapter 56 (or a successor chapter) of the PUC's regulations. Any Customer whose service is terminated for failure to pay Company Consolidated Billing charges shall be reconnected to the Registered EGS of record upon payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits); provided however, that such payment is made no later than ten (10) days after termination of service. Should Customer remit payment of arrears that were subject to the termination (plus any applicable reconnection fees or deposits) more than ten (10) days after the termination of service, the Customer shall be reconnected to Default Service.
- (g)(f) In the event a Customer disputes a Registered EGS's charges and notifies the Company, the Company can withhold the disputed amount from that Registered EGS until such time that the Company is notified that the dispute has been resolved.
- ~~(h) If the Registered EGS's Customer is on an Average Payment Plan, the Company shall only be obligated to purchase each Month the amount of the Monthly installment under the Average Payment Plan. g) For the Rate Ready Option of Company Consolidated Billing, the Company shall only be obligated to purchase each Month the amount of the Monthly installment under the Average Payment Plan. For the Bill Ready Option of Company Consolidated Billing, the Customer's Average Payment Plan billing will be adjusted to reflect the Company's regulated non-Basic Electric Supply charges and the full amount of the Registered EGS charges submitted.~~
- (ih) The Company shall also purchase receivables of Registered EGS Customers based upon an estimated bill.
- (ji) The Company shall add to or deduct from any payments due to a Registered EGS amounts that may result from reconciliations, adjustments or recalculations of Average Payment Plans, estimated readings, cancel and rebills, or any applicable billing adjustment.

(C) Change

(C)

- (k) The Company will only purchase Basic Electric Supply charges. Upon request, a Registered EGS shall provide a written certification to the Company that the Registered EGS is providing only Basic Electric Supply to Customers billed under Company Consolidated Billing. If a Registered EGS is providing a Customer with a service or product that does not meet the definition of Basic Electric Supply, the Registered EGS shall be permitted to issue a separate bill for such service or product in accordance with Dual Billing for that Customer if it provides written certification to the Company that the service or product cannot be billed under Company Consolidated Billing.
- (l) Registered EGSs will not deny service to residential Customers whose accounts are included in the Company's purchase of receivables program for credit-related reasons and will not ask for deposits separate from any deposit required by the Company pursuant to PUC regulations and Act 201.

12.4.3 Billing and Payment Data Access. The Company and the Registered EGS shall transmit consumption, billing, and related data to each other using EDI transactions for the purpose of Company Consolidated Billing.

- (a) The Company shall remit Registered EGS revenue and billing data to the Registered EGS by EDI transaction.
- (b) The Registered EGS shall have access to Customer billing and payment information from the Registered EGS for the Registered EGS's presently enrolled Customers at no cost.

12.4.4 Bill Due Dates. Under Company Consolidated Billing, the Registered EGS must adopt the same bill due date as assigned by the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

12.4.4.1 Exceptions to Bill Due Date Provisions. For Customers eligible for, and participating in, the Company's Summary Billing, meter read data is collected on its regular schedule, but the billing date and due date is adjusted to allow multiple accounts to be summarized and due on the same date. Summary Billing is a billing method that lists multiple Customer accounts on one bill statement and is only available for Dual Billing and the Rate Ready Option of Company Consolidated Billing.

(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 Allegheny Power 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 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.

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.

(C) Change

INDIVIDUAL COORDINATION AGREEMENT RIDER

1.0 This Individual Coordination Agreement ("Agreement"), dated as of

Is entered into, by and between AlleghenyWest Penn Power Company ("Company") and

the Electric Generation Supplier ("EGS").

2.0. The Company agrees to supply, and the EGS agrees to have the Company supply, all Coordination Services specified in the Electric Generation Supplier Coordination Tariff ("EGS Tariff"), including but not limited to Load Forecasting, load scheduling, and reconciliation services. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Generation Service to Customers located within the Company's Pennsylvania service territory.

3.0 Representations and Warranties.

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

(i) The EGS is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the PJM OI, that are applicable to the EDC serving Customers located in the APS Zone; and

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

(b) The Company and the EGS, individually referred to hereafter as the "Party", each represents, warrants and covenants as follows:

(i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

Issued: ~~November 1, 2010~~ October 4, 2011

Effective: ~~January 31, 2011~~ March 30, 2012

INDIVIDUAL COORDINATION AGREEMENT RIDER (continued)

(ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The EGS shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the EGS learns that any of the representations, warranties, or covenants in Rule 3 of this Agreement have been violated.

5.0 Coordination Services between the Company and the EGS will commence on

_____.

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

AlleghenyWest Penn Power Company
(Address)
(City & State)

Attn:
Title:
Telephone:
Facsimile:
Internet E-Mail:

To the EGS:

Attn:
Title:
Telephone:
Facsimile:
Internet E-Mail:

(C) Change

WEST PENN POWER COMPANY

INDIVIDUAL COORDINATION AGREEMENT RIDER (concluded)

7.0 The EGS Tariff and the PJM OATT (collectively "Tariffs") are incorporated herein by reference and made a part hereof. By signing below, the EGS acknowledges that it has read and understands the Tariffs and will strictly comply with the terms and conditions contained in the Tariffs, as such Tariffs change from time to time. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the EGS Tariff.

8.0 The EGS Tariff and its definitions are incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this Agreement shall have the meaning stated in the EGS Tariff.

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

ALLEGHENY

WEST PENN POWER COMPANY

EGS

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

(C) Change

SCHEDULING COORDINATOR DESIGNATION FORM RIDER

(C)

1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to AlleghenyWest Penn Power Company ("Company") by the following Electric Generation Supplier ("EGS"):

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

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

- _____ Load Forecasting
- _____ Assessing Import Capability
- _____ Scheduling and Assumption of Reconciliation Rights and Responsibilities

4.0. The Company may utilize the Scheduling Coordinator as the sole point of contact with the EGS in connection with the Company's provision of Coordination Services to the EGS. Likewise, the Scheduling Coordinator appointed by the EGS shall be responsible for the performance of all Coordination Obligations of the EGS that are specifically delegated to said Scheduling Coordinator in this Form.

5.0 The EGS and its appointed Scheduling Coordinator shall comply with all terms and conditions of the EGS Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.

6.0 All inquiries, communications or notices relating to the EGS' use of the Scheduling Coordinator designated above may be directed to the following representatives:

(C) Change

ELECTRICITY SUPPLIER FEES RIDER (concluded)

2. LOAD DATA SUPPLY CHARGE \$53 per hour
billed in 15-minute intervals

There is no charge for Customer load data requested through EDI.

The Company will fulfill, a non-EDI request for Customer load information available on its information system once per calendar year for no charge. Any electronically available load data if requested in a calendar year in which the Company has already provided such data once for no charge will be charged at the Company's actual cost, using the above hourly labor rate, and based on the time spent to fulfill the request to be determined at fifteen minute intervals.

- ~~3. COMPANY CONSOLIDATED BILLING CHARGE 0.16% of Purchased Receivables~~

~~The Company Consolidated Billing Charge recovers Company programming costs for the Purchase of Receivables detailed in Rule 12.4.2. This charge will be invoiced to each Registered EGS utilizing Company Consolidated Billing, and will be calculated each month based upon the purchased receivables from Company Consolidated Bills issued on behalf of the Registered EGS. This charge will be collected until the Company's programming costs for the Purchase of Receivables are fully recovered.~~

(C)

(C) Change