

Citizens' Electric Company of Lewisburg, PA

**ELECTRIC GENERATION SUPPLIER COORDINATION
STANDARD OPERATION PROCEDURE ("SOP")**

COMPANY OFFICE LOCATION

**1775 Industrial Blvd.
Lewisburg, PA 17837**

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**DEFINITION OF TERMS
AND EXPLANATION OF ABBREVIATIONS**

Agent(s)

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

AEPS or Alternative Energy Portfolio Standards

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

Bad Credit

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

Business Days

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

Chapter 56

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

Charge

Any fee that is billable by the Company to an EGS under this SOP.

Citizens' Retail Tariff or Company's Retail Tariff

Company's PUC-approved Tariff Electric-Pa. P.U.C. No. 14, including all supplements, amendments and riders thereto, as amended from time to time, setting forth the rates, rules and regulations for end-use customers in Company's service territory and any successor document thereto.

Company

Citizens' Electric Company of Lewisburg, PA

Competition Act or Act

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

Competitive Energy Supply

Unbundled energy, transmission, capacity, ancillary services, and all other related services provided by an EGS.

Confirmation Letter

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

Coordination Activities

All activities related to the provision of Coordination Services.

Coordination Obligations

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

Coordination Services

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

Coordination Services Charges

Charges billed by the Company for Coordination Services performed hereunder.

Coordinated Supplier

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

Creditworthy

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

Current EGS

The EGS at the time of the Customer contact.

Customer

A purchaser of electric power in whose name a service account exists with the EDC and/or an EGS. In addition, the term includes future purchases that have established a service account and all persons authorized to act on a customer's behalf.

Default PLR Service

The Company's obligation to provide electricity to customers who are ineligible for direct access, who do not choose an EGS, who choose an EGS and subsequently return to service from the Company or who contract with an EGS for service but whose EGS fails to deliver.

Delivery Points

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

Direct Access

The right of EGSs and end-use customers to utilize and interconnect with the electric distribution system on a non-discriminatory basis at rates, terms and conditions of service comparable to the

Company's own use of the system to transport electricity from any generator of electricity to any end-use customer.

DSP or Default Service Provider

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

EDC or Electric Distribution Company

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

EDEWG or Electronic Data Exchange Working Group

The Pennsylvania Public Utility Commission working group created to establish and review standards and provide approved Internet based EDE data transaction sets in support of the Pennsylvania retail market place.

EDI or Electronic Data Interchange

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

EGS or Electric Generation Supplier

A person or corporation, including municipal corporations which choose to provide service outside their municipal limits (except to the extent provided prior to the effective date of the Competition Act), brokers and marketers, aggregators or any other entities, that sells to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company or that purchases, brokers, arranges or markets electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an electric distribution company. The term excludes building or facility owner/operators that manage the internal distribution system serving such building or facility and that supply electric power and other related power services to occupants of the building or facility. The term excludes electric cooperative corporations except as provided in 15 Pa.C.S. Ch. 74 (relating to generation choice for customers of electric cooperatives).

EGS Representative

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

FERC

The Federal Energy Regulatory Commission.

Fully Metered Month

A fully metered month under this SOP means 1/12 of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter(s) installed on the Customer's premises.

ICA

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

Interest Index

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

ISO/PJM

Independent System Operator, the PJM Interconnection, L.L.C., or any successor.

kW or Kilowatt

Unit of measurement of useful power equivalent to 1000 watts.

LSE or Load Serving Entity

An entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-use customers located within the ISO/PJM.

LMP or Locational Marginal Price

The hourly integrated marginal price to serve load at individual locations throughout the ISO/PJM, calculated by the ISO/PJM as specified in the applicable PJM OATT, or its equivalent.

MW or Megawatt

One thousand kilowatts.

Meter Read Date

The date on which the Company schedules a meter to be read for purposes of producing a Customer bill in accordance with the regularly scheduled billing cycles of the Company.

Month

A month under this SOP means one-twelfth (1/12) of a year, or the period of approximately 30 days between two regular consecutive readings of the Company's meter(s) installed on the Customer's premises.

Net Incremental Cost

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

Network Integration Transmission Service Reservation

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

Peak Load Contribution or (PLC)

Determination of the capacity peak load contribution (PLC) to calculate the weather normalized unrestricted capacity obligation (UCAP) for Citizens' load responsibility within PJM. Each individual customer allocation is determined by their hourly peak load contribution to the 5

highest daily peak loads (5 CP) on the PJM system June 1 through September 30. Citizens' determines the PLC using the individual hourly customer contribution to the 5 CP (adjusted for losses) plus a reconciliation factor to equal the total PLC for its PJM obligation.

PJM OATT or PJM Open Access Transmission Tariff

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

PJM Operating Agreement

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

PJM RAA or PJM Reliability Assurance Agreement

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

PPL

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

PUC or Commission

The Pennsylvania Public Utility Commission.

Scheduling Coordinator

An entity that performs one or more of EGS's Coordination Obligations, including the submission of energy schedules to the Company and that is either (1) a member of the ISO/PJM; or (2) is the coordinator of one or more EGSs that are members of the ISO/PJM.

Scheduler System

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

Selected EGS

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

Service

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

SOP

Standard Operating Procedure that comprises the Charges, Rules and Procedures under which the Company will provide Coordination Services to EGSs.

Supply

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

1. STANDARD OPERATING PROCEDURES

1.1 Posting

A copy of this SOP, which comprises the Charges, Rules and Regulations and Riders under which the Company will provide Coordination Services to EGS is on file and open to inspection at the Company's Office as well as the Company's Internet site at www.citizenselectric.com. A copy will be supplied to an EGS upon request.

1.2 Revisions

The Company may revise, amend, supplement or otherwise change this SOP from time to time as necessitated by system integrity and reliability or revisions in accordance with relevant PUC requirements. Such changes, when effective, shall have the same force as the present SOP.

1.3 Application

This SOP applies to all EGSs providing Competitive Energy Supply to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an ICA as required herein. In addition, the Charges herein shall apply to anyone receiving Coordination service fraudulently, unlawfully or unauthorized.

1.4 Rules and Regulations

The rules and regulations in the SOP are a part of every ICA entered into by the Company and govern all Coordination activities, unless specifically modified by a charge or rider provision.

1.5 Use of Riders

The terms governing the supply of Coordination Services under this SOP or a Charge therein may be modified from time to time unilaterally by the Company as necessitated by system integrity and reliability or revisions in relevant PUC requirements.

1.6 Statement by Agents

No Company representative has authority to modify these procedures, or to bind the Company by any promise or representation contrary thereto.

2. SCOPE AND PURPOSE

2.1 Scope and Purpose of SOP

This SOP sets forth the basic requirements for interactions and coordination between the Company and EGS necessary to ensure the distribution of Competitive Energy Supply from EGS to Customers.

2.2 Applicability of Terms to Scheduling Coordinators

As used in this SOP, the term EGS shall apply equally to a Scheduling Coordinator for an EGS's responsibilities and rights properly assigned to that Scheduling Coordinator by the EGS.

3. COMMENCEMENT OF THE COMPANY/EGS COORDINATION

3.1 Registration for Coordination Services

In accordance with the notice procedures set forth in Section 4.0 of the ICA, EGS must deliver to the Company a completed registration for Coordination Services, consisting of the following:

- (a) The ICA, fully executed in duplicate by a duly authorized representative of EGS;
- (b) Intentionally omitted;
- (c) Intentionally omitted;
- (d) Any registration, processing or EDI testing fee set forth in Section 14 Charges of this SOP;
- (e) Registration provides authority for the Company to conduct a background credit check on the EGS; and
- (f) For an EGS that plans to use Company Consolidated Billing (Rate Ready Option), a copy of the EGS's rate calculations in which the rate charges to be billed to the customer is provided to the Company.

3.2 Incomplete Registrations

In the event EGS submits an incomplete registration, the Company shall provide written or electronic notice to EGS of the registration's deficiencies within ten (10) Business Days after the date the Company receives the initial registration. An incomplete registration is not ripe for processing by the Company until it is completed by EGS and delivered to the Company.

3.3 Processing of Registrations

The Company shall complete the processing of each registration within ten (10) Business Days after the date the Company receives the initial registration. The Company shall approve all completed registrations unless grounds for rejecting the registration exist, as defined below.

3.4 Grounds for Rejecting Registration

The Company may reject any registration on any of the following grounds:

- (a) EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services or other services from the Company;
- (b) After notification by the Company that a registration is incomplete under Section 3.2, EGS has failed to submit a revised and completed registration within thirty (30) calendar days after the date of service of written notice of the registration's deficiency; or
- (c) EGS has failed to maintain its license in good standing with the PUC.
- (d) The EGS has failed to comply with credit requirements as specified in the SOP.

3.5 Credit Review

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

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

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

3.6 Notice of Rejection of Registration

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

3.7 Offer of Conditional Acceptance of Registration

Where grounds for rejection of a registration exist due to EGS's outstanding and undisputed debts to the Company, the Company may offer EGS a conditional acceptance if EGS pays such debts before it receives Coordination Services. If EGS rejects the Company's offer of conditional acceptance under this section, then its registration for Coordination Services will be deemed rejected.

3.8 Approval of Registration

Upon approval of a registration, the Company shall execute the ICA tendered by the registrant, shall provide an executed original to EGS by delivering such within the period set forth above and shall maintain an executed original for its own records. As required by PUC rules and regulations, the registration will only begin and be approved with the EGS having first received a license from the Pennsylvania PUC.

3.9 Identification Numbers

Upon approval of a registration, the Company will assign a supplier identification number to EGS to be used in subsequent information exchange between EGS and the Company. The Company may also assign to the EGS identification numbers and or be provided a "specific" name for the subaccount to be utilized within PJM's Customer Account Management subaccounts (CAM) for coordination with the submission and or confirmation of load schedules serving load in the Company's service territory.

3.10 Commencement of Coordination Services

Coordination Services shall commence within fifteen (15) days after approval of the registration provided that (i) all of the information necessary for the Company to provide Coordination Services has been provided to the Company (ii), any conditions required under Section 3.6 have been satisfied by EGS.

4. COORDINATION OBLIGATIONS

4.1 Provision of Coordination Services

The Company shall provide all Coordination Services necessary for the delivery of EGS's Supply to serve retail access load located within the Company's service territory. The Company may employ the services of an Agent(s) to provide certain Coordination Services, including, but not necessarily limited to, load forecasting, load scheduling, reconciliation and payment and billing as set forth in Sections 6-8. EGS will comply with the applicable requirements of the Company or its Agent(s) for the provision of those Coordination Services

4.2 Timeliness and Due Diligence

EGS shall exercise due diligence in meeting its obligations and deadlines under this SOP so as to facilitate Direct Access.

4.3 Duty of Cooperation

The Company and EGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this SOP and the Competition Act.

4.4 License

An EGS must have and maintain in good standing a license or certification from the PUC as an authorized EGS.

4.5 Energy Procurement

EGS must make all necessary arrangements for obtaining and delivering Competitive Energy Supply to the Delivery Points in a quantity sufficient to serve its Customers, plus transmission and distribution losses as shown for each customer account on the ECL and as published on the supplier portion of the Company's website.

4.6 ISO/PJM Services and Obligations

EGS is responsible for procuring those services provided by the ISO/PJM, including but not limited to capacity, transmission and ancillary services that are necessary for the delivery of Competitive Energy Supply to its Customers. In addition, EGS must satisfy all obligations that are imposed on LSEs in the ISO/PJM.

4.7 AEPS Compliance

EGS is responsible for procuring physical energy or credits as necessary to meet the AEPS compliance obligations for Supply delivered to its Customer(s), and demonstrating its compliance to the appropriate monitoring and enforcement organizations.

4.8 Energy Scheduling

EGS must make all necessary arrangements for scheduling the delivery of Supply through the ISO/PJM. The Company or its Agent(s) shall assist in that process as set forth in Section 7.

4.9 Reliability Requirements

EGS shall satisfy those reliability requirements issued by the PUC, or any other governing reliability council with authority over EGS.

4.10 Determination of Load and Location

The Company and/or the Company's Agent and EGS shall coordinate to determine the magnitude and location of EGS's actual or projected load, as required by the ISO/PJM, for the purpose of calculating a Network Peak Service Load Contribution (Transmission), a Peak Load Contribution (Capacity), and any other requirements under the applicable ISO/PJM Tariff.

4.11 Supply of Data

The Company or its Agent(s) and EGS shall supply to each other all data, materials or other information specified in this SOP, in a thorough and timely manner. In no event should this require the exchange of proprietary or confidential information. To the extent Company or Company's Agent does not have the requested information readily available, the information will be provided only if EGS agrees to pay the cost of compiling the data.

4.12 Communication Requirements

All e-mail communications with the Company shall be to billing@citizenselectric.com. EGS must be equipped with the following communications capabilities:

- (a) Internet e-mail, including the capability to receive attachments;
- (b) Internet browser for access to the Company's or its Agent(s) web sites and file uploads and downloads; and
- (c) Other types of peer to peer communication that may be required as the Company upgrades its communication and billing system.

4.12.1 Company Suspension of Electronic Data Exchange and Internet Protocol Selection Obligations

By PUC Order issued November 19, 1999, at Docket No. M-00960890 F0015, the Company's obligation to comply with the PUC's requirements regarding electronic data exchange and Internet protocol selection have been suspended until 25% of the Company's customers receive supply from EGSs.

4.12.2 EDI Testing

If the Company implements electronic data exchange, the EGS will be requested to comply with the Internet File Transfer Protocol and EDI guidelines as established by the PUC Electronic Data Exchange Working Group (EDEWG) and approved by the PUC.

- (a) As part of the implementation of the EDI transaction sets by the Company, the EGS will be requested to submit to an EDI test plan established by the Company. The EGS will be required to comply with and meet the

requirements of the plan in order for it to remain eligible to serve retail customers in the Company's service territory.

- (b) EGS shall be required to pay any EDI testing and transaction fees set forth in Section 14 Charges.

4.13 Record Retention

EGS shall comply with all applicable laws and PUC rules and regulations for record retention, including, but not limited to those Rules of Chapter 56 of the PUC's regulations.

4.14 Payment Obligation

The provision of Coordination Services to EGS by the Company or its Agent(s) is contingent upon EGS's payment of all Charges provided for in this SOP.

4.15 Standards of Conduct and Disclosure for Licensed EGSs

The PUC's Standards of Conduct and Disclosure for Licensees are incorporated herein by reference.

5. DIRECT ACCESS PROCEDURES

5.1 Customer Eligibility

All Customers are eligible to obtain Competitive Energy Supply in accordance with the Direct Access procedures set forth in this SOP and the rules and regulations set forth in the Company's Retail Tariff.

5.1.1 Provision of Customer Data – Pre-Enrollment

The Company shall make available to all registered EGSs a password protected data file on the Company's website that contains PUC authorized Customer information. The data file will be updated monthly.

The Eligible Customer List Customer data file will contain the following:

1. ECL Revision Date
2. Customer Account Number
3. Customer Name
4. Service Address
5. Billing Address
6. Tariff Rate Class
7. Meter Read Cycle
8. Meter Read Date
9. Transmission/Capacity Obligation (PJM) (Future/Current)
10. Shopping Status (Y or N)
11. Interval Meter (Y or N)
12. Net Metering (Y or N)
13. Sales Tax Status (Y or N)
14. Loss Factor
15. Budget Billing Indicator (Y or N)
16. Historical Billing Data
 - a. Residential Accounts ó 12 months historic kWh
 - b. Commercial Accounts ó 12 months historic kWh and 15 minute actual peak demand
 - c. Industrial Accounts - 12 months historic kWh and 15 minute actual peak demand

5.1.2 Provision of Customer Data – Post-Enrollment

After the Customer has authorized the EGS to be its supplier, the EGS shall be entitled to all other Customer information, including, if available, payment history, and whether or not the Customer is on a budget billing plan or payment arrangement.

5.2 Switching Suppliers

Customer switching from Default PLR Service to an EGS or switching between EGSs shall occur in accordance with the procedures set forth in this SOP and the rules and regulations set forth in the Company's Retail Tariff.

5.2.1 Notice

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

5.2.2 Customer Contacts EGS

- (a) If a Customer contacts an EGS to request Supply and the EGS agrees to serve the Customer, the Customer's EGS shall obtain authorization compliant with the PUC's requirements from the Customer indicating the Customer's choice of EGS. The authorization shall include the Customer's acknowledgment of the notice required by Section 5.2.1. It is EGS's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission.
- (b) The Customer's new EGS shall submit the Customer's information to the Company. After processing the enrollment, the Company will respond to EGS, indicating Customer enrollments or rejections, including the reason(s) for any rejection.
- (c) Within the next Business Day of accepting the Customer enrollment, the Company will send the Customer a Confirmation Letter.
- (d) Within three (3) Business Days of accepting the Customer enrollment, the Company will transfer the account to the Selected EGS.
- (e) The Company will notify the Customer's prior EGS or DSP of the discontinuance of service to the Customer, the final meter reading, and the effective date.
- (f) If, in response to the Confirmation Letter, the Customer contacts the Company to dispute the change, the Company will advise the Customer to contact the EGS. If the Customer was purchasing Default PLR Service prior to the disputed change, then the Company shall treat the Customer's request as a request to return to Default PLR Service under Section 5.2.3.

- (g) Company reserves the right in its sole discretion to modify the Meter Read Date. To the extent Company exercises this right it will provide appropriate written notice to Customer and EGS.

5.2.3 Customer Contacts Company to Return to Default PLR Service

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

5.2.4 Customer Contacts Company to Discontinue Electric Service

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

5.2.5 EGS Contacts Company to Discontinue Competitive Energy Supply to Customer

- (a) If an EGS contacts the Company to discontinue Supply to a Customer, the Company will send the Customer a Confirmation Letter indicating that

EGS has requested to discontinue Supply. The account will be transferred from the EGS within three (3) Business Days.

- (b) The Company will notify the Customer's prior EGS of the discontinuance of service, the final meter reading, and the effective date.
- (c) If the Customer disputes the validity of the EGS request to discontinue serving the account(s), then the Company shall inform the Customer to contact the EGS.

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

5.3 Provisions Relating to EGS's Customers

5.3.1 Arrangements with EGS Customers

EGS shall be solely responsible for having contractual or other arrangements with its Customers necessary to implement Direct Access consistent with all applicable laws, PUC requirements and this SOP. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.3.2 Transfer of Cost Obligations between EGS and Customers

Nothing in this SOP is intended to prevent EGS and a Customer from agreeing to reallocate between them any Charges that this SOP imposes on EGS, provided that any such agreement shall not change in any way EGS's obligation to pay such Charges to the Company and that any such agreement shall not confer upon the Company any right or obligation to seek recourse directly from EGS's Customer for any Charges owed to the Company by EGS.

5.4 Customer Complaint Resolution

The Company will process all disputes in accordance with the Pennsylvania Public Utility regulations. The Company will coordinate with the EGS so that a proper investigation of a Customer dispute is conducted and completed within any applicable time period prescribed in Commission regulations. The EGS will provide all applicable and necessary information required to complete the Company's investigation within five (5) Business Days.

6. LOAD FORECASTING

6.1 Forecasting Methodology

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

Neither the Company nor its Agent(s) makes any warranties as to the accuracy or usefulness of the information and takes no responsibility for EGS's use of the information. Any use of the information by the EGS shall be at the EGS's sole risk and responsibility. All implied warranties, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use are excluded from the ICA and this SOP. In no event shall the Company nor its Agent(s) be liable through the provision of such information for any incidental or consequential damages of EGS or any of its successors or assigns.

6.2 Right to Aggregate

EGS may aggregate its' Customers' loads; however, the Company does not permit aggregation of multiple accounts for billing purposes, except accounts that may qualify under the PUC's net metering regulations.

6.3 Partial Purchase from Company Prohibited

A Customer at a single metered location purchasing Supply from an EGS may not simultaneously purchase Default PLR Service from the Company.

7. LOAD SCHEDULING

7.1 Load Schedules

By 9:00 AM on PJM Business Days, the EGS will provide to Company and its Agent an aggregate load forecast of its customer needs for the following day. This forecast shall be binding and identical to the demand bid subsequently submitted by the EGS to PJM for the same day. The EGS load schedule shall include the Company's distribution system losses and applicable transmission and other losses assessed by PPL as the zonal transmission owner, which are set forth in PPL's PUC-approved supplier tariff or FERC-approved tariff. Load forecasts for weekends and PJM Holidays shall be submitted by 9:00 AM the last Business Day prior.

7.2 Day after Load Settlement

The Company will aggregate the hourly loads of each EGS and send the preliminary aggregate meter data to PJM the Business Day after the supply day in accordance with PJM procedures. These load schedules are based on the available actual hourly reads for the EGS's customers. These loads also include an adjustment for distribution and transmission losses. At the conclusion of the billing month, Citizens' will submit the meter data to PJM for that calendar month with changes between the preliminary meter data and that of the final meter data. Data submittals are in accordance with PJM accounting deadlines and allowed bill reconciliation periods. The timing of such submittals may change from time to time.

7.3 Load Management

Company shall continue to operate its load control switches for purposes of its load management program.

8. RECONCILIATION SERVICE

8.1 General Description

Reconciliation service accounts for mismatches between EGS's load schedule for serving its Customers and the energy that was actually used by those Customers. Reconciliation must occur once hourly meter data is available and confirmed, which generally occurs at the end of the billing month.

8.2 Reconciliation Process

8.2.1 Reconciliation Obligations

The Company or its Agent(s) will assist EGS in accounting for reconciliation quantities in accordance with policies and procedures established by the Company or its Agent(s).

8.3 Meter Data Collection and Reconciliation

Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by EGS's Customers for a particular reconciliation period. Such collection shall occur at the time of a Customer's monthly meter reading. The Company will aggregate hourly loads by EGS reflecting the energy consumed by all the EGS's Customers on a particular hour and day. The Company will calculate the difference between the day-after load schedule that was provided to PJM for the EGS pursuant to Section 7.2 and the actual metered usage for the EGS's aggregated load. These deviations will be determined on an hourly basis. The Company will submit this information to PJM who will then calculate the energy reconciliation amount based on the Locational Marginal Price. The PJM Reconciliation process will also calculate the reconciliation charges for ancillary services associated with actual energy usage billed by PJM. PJM will debit/credit the appropriate party in accordance with PJM procedures in the next monthly PJM bill.

8.4 Advanced Metering

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

9. UTILIZATION OF SCHEDULING COORDINATORS

9.1 Participation through a Scheduling Coordinator

If an EGS chooses not to interact directly with PJM for scheduling purposes, or cannot schedule directly with PJM because its schedules do not meet the requirements set by PJM for scheduling, EGS shall become a coordinated supplier by entering into a business arrangement with another EGS or other entity that can act as a Scheduling Coordinator. Coordinator(s) may be used for individual services such as load scheduling, or for a variety of services encompassing installed capacity, import capability, reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's transmission service obligation, installed capacity obligation, import capability, load scheduling and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Suppliers are binding on, and attributable to, said Coordinated Supplier.

9.2 Designation of a Scheduling Coordinator

To designate a Scheduling Coordinator, EGS must provide the Company or its Agent(s), whichever is applicable, a completed Scheduling Coordinator Designation Form, included as a Rider to this SOP, fully executed by both EGS and the Scheduling Coordinator. To the extent EGS requests that the Company bill the Scheduling Coordinator for EGS's charges under this SOP, EGS will provide forms to the Company or its Agent(s). The Scheduling Coordinator Designation Form is not intended to and does not supplement or replace any agency contract between EGS and a Scheduling Coordinator.

9.3 Change in or Termination of Scheduling Coordinator

To change a Scheduling Coordinator, or cease using a Scheduling Coordinator, EGS shall notify Company or its Agent(s) (or both if applicable) in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter unless notification is received by the Company or its Agent(s) less than ten Business Days before the first day of that month. In the event EGS ceases using a Scheduling Coordinator, EGS shall immediately resume the direct performance of all EGS obligations under this SOP.

9.4 Primary Obligations of a Coordinated Supplier

Notwithstanding their designations of Scheduling Coordinators, each and every EGS remains primarily responsible for fully satisfying the requirements of this SOP.

10. CONFIDENTIALITY OF INFORMATION

10.1 Generally

All confidential or proprietary information made available by the Company or its Agent(s) to EGS in connection with the provision of Coordination Services, including but not limited to Customer information, load curve data, and information regarding the business processes of the Company and the computer and communication systems owned or leased by the Company, shall be used only for purposes of receiving Coordination Services and/or providing Competitive Energy Supply to Customers in the Company's service territory. Other than disclosures to EGS Representatives for the purpose of enabling EGS to fulfill its obligations under the ICA or provide Competitive Energy Supply to Customers in the Company's service territory, EGS may not disclose confidential or proprietary information without the Company or its Agent(s) prior authorization and/or consent.

10.2 Customer Information

EGS shall keep all Customer-specific information supplied by the Company or its Agent(s) confidential unless EGS has the Customer's written authorization to do otherwise.

10.3 Breach of Confidentiality

EGS understands and agrees that if, during the term hereof or at any time thereafter, it discloses to third parties, uses for purposes other than those contemplated by the ICA or for the benefit of third parties, any of the aforementioned confidential and proprietary information and trade secrets, except as may be required by the EGS's obligations under the ICA, such conduct will constitute a breach of the ICA resulting in irreparable harm and EGS hereby expressly agrees that the Company or its Agent(s) shall be entitled to seek injunctive relief, in addition to any other remedies provided by law or in equity, in the event of such conduct by the EGS.

11. PAYMENT AND BILLING

11.1 Customer Billing By the Company

All EGS charges to Customers, if billed by the Company shall be billed in accordance with the Company's billing procedures and the following provisions:

11.1.1 The Company Consolidated Billing for EGS

The Company will only bill price plans (Rate Ready) offered by EGS which are based on rate structures similar to those the Company employs for billing Default PLR Service or if the EGS provides a line item (bill ready) for the bill that equals the Customer's total aggregated Supply charges for the month (i.e., bill ready charges). Nothing in this Section shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by EGS, EGS may request the Company to do all or some of the billing for EGS's Customers based on the Customers' preferences. In addition, the Company will include on its bill EGS late fees and payment arrangements.

11.1.2 Billing Files

Where EGS has requested the Company to act as EGS's billing agent, the Company shall electronically transmit files of billing detail to EGS. For EGSs requesting bill ready billing, the billing detail files shall be provided by the Company within three Business Days of the meter read date; for EGSs requesting rate ready billing, the billing detail files shall be provided by the Company within five Business Days of the meter read date. Such files shall include the Company Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other EGS Charges. Billing files transmitted as part of the monthly summary of billing detail shall have control totals to assure all data was received by EGS. Control totals include the number of records on the file and significant totals (e.g., total kWh billed, total amount billed, total tax).

11.1.3 Sales Tax Exemption

EGS must provide its Customers' applicable sales tax exemption percentages to the Company. The Company will use the sales tax exemption percentage provided by EGS for billing EGS's Charges. EGS is responsible for holding appropriate exemption certificates and is liable for the remittance of sales tax on EGS's Charges.

11.1.4 The Company Reimbursement to EGS for Customer Payments

- (a) Where the Company acts as the billing agent for EGS, the Company shall reimburse EGS for all energy charges, late fees, sales taxes and other charges collected on behalf of EGS each Friday for payments cleared by the prior Friday, net of any amounts EGS may owe the Company and subject to the following priority for any partial payments by Customers:
- (b) Deposits

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

11.1.5 EGS Billing Data

EGS shall provide all necessary data in its possession for the timely generation of bills. For EGSs utilizing bill ready billing, the EGS shall transmit the necessary data to the Company within two (2) Business Days of receiving the billing files pursuant to Section 11.1.2. EGS's failure to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, EGS is responsible for all fines and violations, if any, arising as a consequence of the Company's inability to render a timely bill.

11.1.6 Subrogation

If the PUC mandates that the Company make payment to the EGS for electricity delivered to a customer for which the customer has not made timely payment to the Company, then the Company shall be subrogated and succeed to the EGS's rights of recovery with respect to the electricity delivered to the customer from whom payment has not been received by the Company.

11.1.7 Seriously Delinquent Accounts.

Undisputed accounts that are 90 days or three billing cycles overdue, whichever is shorter, will be considered seriously delinquent and, at the written request of either the Company or EGS, will convert to separate EDC/EGS Billing for the next billing cycle after receipt of the written request.

11.2 EGS Payment of Obligations to the Company

EGS shall pay all Coordination Service Charges or any other Charge it incurs hereunder in accordance with the following provisions:

11.2.1 Billing Procedure

Each month, the Company shall submit an invoice to EGS for all Coordination Services and other Charges provided under this SOP. The invoice may be transmitted to EGS by any reasonable method requested by EGS. EGS shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) days from the date of transmittal of the bill.

11.2.2 Billing Corrections and Estimated Billings

Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period for six (6) months from the date of such original monthly billing and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event EGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.

11.2.3 Manner of Payment

EGS may make payments of funds payable to the Company by ACH to a bank designated by the Company. The Company may require an EGS that is not creditworthy to tender payment by means of a certified, cashier's, teller's, or bank check, or other immediately available funds. If disputes arise regarding EGS's bill, EGS will pay the undisputed portion of bills under investigation.

11.2.4 Late Fee for Unpaid Balances

If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 ½ % per month on the unpaid balance.

11.2.5 EGS Default

In the event EGS fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies EGS to cure such failure, a Default by EGS shall be deemed to exist. In the event of a billing dispute between the Company and EGS, the Company will continue to provide service pursuant to this SOP as long as EGS continues to make all payments not in dispute. A billing dispute shall be dealt with promptly in accordance with the alternative dispute resolution procedures set forth in Section 9.0 of the ICA.

11.2.6 Collection Costs

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

11.3 Customer Supply Charge Billing by EGS

The EGS may elect to directly bill its Customers for Supply charges. Where EGS has elected to directly bill its Customers for Supply charges, the Company shall electronically transmit files of billing detail to EGS within three Business Days of the meter read date. Such files shall include the Company Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other EGS Charges. Billing files transmitted as part of the monthly summary of billing detail shall have control totals to

assure all data was received by EGS. Control totals include the number of records on the file and significant totals (e.g., total kWh billed, total amount billed, total tax).

11.4 Billing for Supplier Obligations to Other Parties

The Company or its Agent(s) assumes no responsibility for billing between EGS and an ISO/PJM, EGS and any energy source, or a Scheduling Coordinator and any Coordinated Suppliers.

11.5 EGS Tax Indemnification

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

12. WITHDRAWAL BY EGS FROM RETAIL SERVICE

12.1 Notice of Withdrawal to the Company

EGS shall provide electronic notice to the Company in a form specified by the Company or its Agent(s) of withdrawal by EGS from retail service in a manner consistent with the PUC's procedures.

12.2 Notice to Customers

EGS shall provide notice to its Customers of withdrawal by EGS from retail service in a manner consistent with the PUC's rules and regulations.

12.3 Costs for Noncompliance

If EGS withdraws from retail service and fails to provide at least ninety (90) days written notice of the withdrawal, EGS shall reimburse the Company for any of the following costs associated with the withdrawal including but not limited to:

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

13. EGS'S DISCONTINUANCE OF SERVICE TO CUSTOMERS

13.1 Notice of Discontinuance to the Company

EGS shall provide electronic notice to the Company or its Agent(s) in a form specified by the Company of all intended discontinuances of service to Customers in a manner consistent with applicable PUC rules, said rules to apply to all Customer classes.

13.2 Notice to Customers

EGS shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with the PUC's rulings in Docket No. M-00960890 F0013 and any subsequent applicable PUC rulings. Notwithstanding the PUC's regulations, the minimum advanced notice to any Customer shall be 30 days.

13.3 Effective Date of Discontinuance

Any discontinuance will be effective on a Meter Read Date and in accordance with the EGS switching rules in this SOP.

14. CHARGES

14.1 EDI Testing and Fees Monthly

14.1.1 Initial EDI Testing

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

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

\$0.125/meter/month - \$250.00 minimum/month

14.1.3 Historical Hourly Interval Data

Historical hourly interval data is available for all commercial and industrial customers via an EDI transaction at the rates set forth below. Residential interval data is available upon request at the charges under Section 14.2.

Prior Month	\$1.00/meter
12 Months	\$10.00/meter

14.2 Technical Support and Assistance Charge

14.2.1 Availability/Applicability

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

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

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

14.2.2 Conditions

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

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

14.2.3. Table of Charges

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

First 2 hours ("Allowed Hours") per month per EGS	No Charge
Any time beyond Allowed Hours	\$70/hour