

## **SUPPLIER COORDINATION TARIFF PAGE FOR DPL -MARYLAND**

### **CURRENT UPDATE**

Internet update on or before: May 28, 2020

Tariff changes effective: June 1, 2020

Reason for the Tariff Changes: Purchase of Receivables

Case/Order No. Reference(s): Purchase of Receivables

Leaf Nos. changed in this update: Schedule 3.

**lec**

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**lec**

# **DELMARVA POWER & LIGHT COMPANY**

## **MARYLAND ELECTRICITY SUPPLIER COORDINATION TARIFF**



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An Exelon Company

## TABLE OF CONTENTS

1.0:	DEFINITIONS/EXPLANATIONS OF ABBREVIATIONS .....	1
2.0:	GENERAL TERMS AND CONDITIONS .....	5
2.1	Scope and Purpose .....	5
2.2	Electricity Supplier’s Responsibilities to Customers.....	5
2.3	Tariff to Govern .....	5
2.4	Recourse to the Commission .....	5
2.5	FERC Jurisdiction.....	5
2.6	Electricity Supplier Obligations.....	5
2.7	Electricity Supplier and Company Obligations .....	6
2.8	Control Area Services and Obligations.....	6
2.9	Communications and Data Exchange .....	6
2.9.1	Electronic Data Interchange.....	6
2.10	Record Retention .....	6
2.11	Characteristics of Service .....	6
2.12	Net Energy Metering.....	6a
3.0:	UTILIZATION OF SCHEDULING COORDINATORS .....	7
3.1	Participation Through a Scheduling Coordinator .....	7
3.2	Designation of a Scheduling Coordinator.....	7
3.3	Change of Scheduling Coordinator.....	7
3.4	Load Scheduling Through a Scheduling Coordinator .....	8
3.5	Primary Obligations of Electricity Supplier .....	8
4.0:	COMMENCEMENT AND TERMINATION OF UTILITY/SUPPLIER SERVICES .....	9
4.1	Application Process to Company.....	9
4.1.1	Completed Package.....	9
4.1.2	Notice of Incomplete Package for Tariff Service .....	9
4.1.3	Review of Completed Package .....	9
4.1.4	Grounds for Rejecting a Package.....	10
4.1.5	Conditional Acceptance of Package .....	10
4.2	Commencement of Utility/Supplier Services .....	10
4.3	Notice of Electricity Supplier Discontinuance to the Company .....	10
4.4	Termination of Utility/Supplier Services.....	10
4.4.1	Supplier Cessation of, or Withdrawal from, Participation.....	10
4.4.2	Default by the Electricity Supplier .....	11
4.5	Effect of Termination.....	11
4.6	Survival of Obligations.....	11
5.0:	CREDITWORTHINESS .....	11
5.1	Purpose and Intent.....	11
5.2	Finding of Creditworthiness .....	11
5.3	Credit Amount .....	11
5.4	Change in Financial Status.....	12
5.5	Failure to Maintain Creditworthy Status.....	12
5.6	No Endorsement of Electricity Supplier .....	12

6.0:	NONCOMPLIANCE AND DEFAULT .....	13
6.1	Definition of Noncompliance .....	13
6.2	Events of Noncompliance .....	13
6.3	Supplier Default .....	13
6.4	Cure and Default .....	13
7.0:	CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW .....	14
7.1	Pre-enrollment Information .....	14
7.1.1	Manner of Request .....	14
7.1.2	Customer Information .....	14
7.1.2.1	Historical Interval Data .....	14
7.2	Procedure to Formalize Selection of Electricity Supplier .....	14
7.2.1	Authorization Record .....	14a
7.2.2	Enrollment by an Electricity Supplier .....	14a
7.2.3	Enrollment Processing by the Company .....	14a
7.2.4	Notice of Enrollment .....	14a
7.3	Change of Electricity Supplier .....	14a
7.4	Assignment of Contract .....	14b
7.5	Electricity Supplier Drop Processing by the Company .....	14b
7.6	Customer Cancellation Request .....	14b
7.6.1	Non-Residential Customer Cancellation .....	14b
7.7	Transaction Error Handling .....	14b
7.7.1	Incumbent Supplier-Identified Erroneous Transactions .....	14b
7.7.2	Electronic Cancel Transactions Received Later Than Five Days .....	14b
7.8	Customer Designation to Control .....	15
7.9	Customer Termination of Service at Existing Account .....	15
7.10	Supplier Discontinuance of Service .....	15
7.11	Effective Date of Discontinuance .....	15
7.12	Customer Number Change .....	15
7.13	Full Requirements Service Provision .....	15
8.0:	GENERAL LOAD OBLIGATION ALLOCATION METHODS .....	16
8.1	The Company's Role .....	16
8.2	Load Profiles .....	16
8.3	Use of Historical Load Information for Forecasting Customer Load Obligations .....	16
8.4	Rounding to Whole Megawatts .....	16
8.5	System Losses .....	16
8.6	Unaccounted for Energy/Residual Load .....	17
8.7	No Warranty .....	17

9.0:	LOAD RECONCILIATION, CAPACITY, AND TRANSMISSION ACCOUNTING PROCESSES .....	17
9.1	Capacity .....	17
9.1.1	Customer Specific.....	17
9.1.2	Daily Electricity Supplier Obligation .....	17
9.2	Transmission.....	17
9.2.1	Customer Specific.....	17
9.2.2	Daily Electricity Supplier Obligation .....	17
9.3	Load Forecasting.....	18
9.4	Load Scheduling .....	18
9.5	The Day-After Settlement.....	18
9.5.1	Estimate Customer Consumption.....	18
9.5.1.1	Hourly Metered Customers.....	18
9.5.1.2	Monthly Metered Customers .....	18
9.5.1.3	Apply Losses.....	18
9.5.1.4	Aggregate Profiles .....	18
9.5.1.5	Allocate Unaccounted for Energy (Residual).....	18
9.5.2	Submit Estimated Load Obligations Data to PJM .....	19
9.5.3	Financial Settlement and Billing.....	19
9.6	The “60-Day” Settlement/Consumption Energy Imbalance.....	19
9.6.1	Meter Data Collection.....	19
9.6.2	Monthly Metered Customers .....	19
9.6.3	Determine Consumption Energy Imbalances .....	19
9.6.3.1	Apply Losses.....	19
9.6.3.2	Aggregate Profiles .....	19
9.6.3.3	Allocate Unaccounted for Energy (Residual).....	20
9.6.3.4	Calculate Consumption Energy Imbalances .....	20
9.6.4	Submit Reconciliation Data to PJM.....	20
9.6.5	Financial Settlement and Billing.....	20
9.7	Settlement Beyond “60 Days” .....	20
9.8	Settlement Calculations .....	20
10.0:	ACTIVE LOAD MANAGEMENT .....	20
10.1	Demand Side Management (DSM).....	20
10.2	DSM Operation.....	20
10.3	Ownership, Maintenance and Operation of DSM Devices.....	20
11.	PRICE RESPONSIVE DEMAND .....	
11.1	Price Responsive Demand (PRD) Resource .....	20
11.2	PRD Unforced Capacity Financial Credit Billing Line Item Transfer .....	20

- 12.0: ELECTRICITY SUPPLIER CHARGES, BILLING AND PAYMENT..... 21
  - 12.1 Charges for Utility/Supplier Services ..... 21
  - 12.2 Electricity Supplier Payment of Obligations to the Company ..... 21
    - 11.2.1 Billing Procedure ..... 21
    - 11.2.2 Billing Correction and Estimated Billing ..... 21
    - 11.2.3 Manner of Payment..... 22
    - 11.2.4 Late Fee for Unpaid Balances..... 22
    - 11.2.5 Net Billing between the Company and Electricity Supplier..... 22
    - 11.2.6 Billing Disputes ..... 22
  - 12.3 Billing for Electricity Supplier’s Obligations to Other Parties ..... 22
  
- 13.0: RETAIL CUSTOMER BILLING AND PAYMENT COLLECTION ..... 23
  - 13.1 Billing Services Selection and Change ..... 23
    - 13.1.1 Billing Service Options..... 23
    - 13.1.2 Notification of Billing Option Change ..... 23
    - 13.1.3 Change of Billing Options Offered..... 23
  - 13.2 Meter Reading Information..... 23
    - 13.2.1 Estimated Meter Read..... 23
    - 13.2.2 Meter Read Data ..... 23
  - 13.3 Separate (Dual) Billing ..... 23
    - 12.3.1 Customer Billing Complaints ..... 23
  - 13.4 Company Consolidated Billing.....23a
    - 12.4.1 Billing Format – Bill Ready.....23a
    - 12.4.2 Purchase of Electricity Supplier Receivables .....23a
      - 12.4.2.1 Payment Posting ..... 23b
    - 12.4.3 Billing and Payment Data Access..... 23b
    - 12.4.4 Bill Due Date ..... 23b
    - 12.4.5 Utility Responsibilities in the event of Supplier Default ..... 23b
  - 13.5 Electricity Supplier Consolidated Billing .....23c
  - 13.6 Billing and Payment Programs .....23c
    - 12.6.1 Budget Billing Plan.....23c
    - 12.6.2 Direct Debit Plan.....23c
  - 13.7 Taxes .....23c
    - 12.7.1 Company Tax Responsibilities .....23c
    - 12.7.2 Supplier Tax Responsibilities .....23c
    - 12.7.3 Tax Exemptions .....23c

14.0:	COMPANY-SUPPLIED METERING SERVICES .....	24
14.1	Meters .....	24
14.2	Reading .....	24
14.3	Non-standard Metering .....	25
14.4	Meter Testing .....	25
15.0:	NON-UTILITY SUPPLIED METERING SERVICES.....	25
15.1	Advanced Metering.....	25
16.0:	SYSTEM OPERATION .....	26
16.1	Curtailement .....	26
16.2	Reasonable Efforts .....	26
16.3	PJM Requirements .....	26
70:	CONFIDENTIALITY OF INFORMATION .....	26
17.1	Generally.....	26
17.2	Customer-Specific Information .....	26
18.0:	DISPUTE RESOLUTION .....	27
18.1	Informal Resolution of Disputes .....	27
18.2	Recourse.....	27
19.0	FORCE MAJEURE .....	27
20.0	REGULATORY AUTHORIZATIONS AND JURISDICTION .....	27
20.1	Compliance with Applicable Legal Authorities .....	27
20.2	Change in Applicable Legal Authorities.....	28
21.0:	LIMITATION OF LIABILITY .....	28
21.1	General Limitation of Liability .....	28
21.2	Limitation of Liability for Service Interruptions and Variations.....	28
21.3	Additional Limitations of Liability in Connection with Competitive Power Supply .....	28
22.0:	MISCELLANEOUS PROVISIONS.....	29
22.1	Notices .....	29
22.2	No Prejudice of Rights.....	29
22.3	Fluctuations.....	29
22.4	Interruptible Service.....	29
22.5	Customer Curtailement by Supplier .....	29

## 1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS

**Account** - An account for a Customer is one metered or unmetered rate or service classification and is identified by a Company designated Contract Account ID or Service Number.

**Appropriate Similar Day** – hourly forecasted load based on a comparable weekday, month and season.

**Assignment of Contract** – an assignment or transfer of a customer service id from one Supplier to another.

**Advanced Metering** - metering equipment that provides for the monitoring and/or recording of electric consumption data to enable remote interrogation to collect interval measurement of energy and Demand.

**Ancillary Services** – services that are necessary for the transmission and distribution of electricity from supply sources to loads and for maintaining reliable operation of the transmission and distribution system.

**Bankruptcy** - includes but not limited to, the appointment of a receiver, liquidator or trustee of the Electricity Supplier, or a decree by a court adjudging the Electricity Supplier bankrupt or insolvent or sequestering any substantial part of its property, or a petition to declare bankruptcy or to reorganize the Electricity Supplier.

**Business Day** – any day on which the Company’s and PJM’s Corporate offices are open for business.

**Charge** – any fee that is billable by the Company to the Electricity Supplier under this Tariff, including any fee(s) for Utility/Supplier Services.

**Commission** – the Public Service Commission of Maryland.

**Company** - also known as the Electricity Distribution Company or Delmarva Power & Light Company.

**Company’s System** – the transmission, subtransmission and Distribution Facilities owned, operated and maintained by the Company or its agent.

**Competitive Power Supply** – unbundled energy, capacity, transmission and/or Ancillary Services provided by an Electricity Supplier to Customers; except that Competitive Power Supply does not include such services provided to Customers by the Company in the provision of Standard Offer Service.

**Control Area Operator** – PJM Interconnection, L.L.C. or successor organization.

**Coordinated Electricity Supplier** – an Electricity Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM Office of Interconnection

**Credit Amount** – an amount equal to the greater of \$25,000 or the sum of two months of:

- a) Projected Customer payments to the Electricity Supplier for the Company's services if the Electricity Supplier provides consolidated billing; and
- b) Electricity Supplier payments for supplier services provided by the Company.



**Credit Resources** – financial resources, including but not limited to investment-grade bond rating, a guarantee from a parent entity with an investment-grade bond rating, surety bond, and/or a letter of credit or cash deposit in the Credit Amount.

**Creditworthy** – a creditworthy Electricity Supplier meets the Company’s credit standards and pays the Company’s billed charges when due.

**Customer** – any person, partnership, association, corporation or governmental agency or other entity or its duly authorized representative receiving Competitive Power Supply from an Electricity Supplier. Also called a Business Partner.

**Delivery Service** – the provision of electric distribution and other services provided by the Company to a Customer who has exercised its right and buys all of its electric supply services (i.e., capacity, energy, fuel, Transmission and Ancillary Services) for an Account from an Electric Supplier, other than the Company.

**Demand** – the rate of use of energy during a specified time interval, expressed in kilowatts.

**Demand Response Program** – is a voluntary PJM program that compensates end-use (retail) customers for reducing their electricity use (load), when requested by PJM, during periods of high power prices or when the reliability of the grid is threatened. These customers receive payments from PJM members called Curtailment Service Providers.

**Distribution Facilities** – electric facilities owned by the Company that operate at voltages of 34,500 volts or less and that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

**Electricity Supplier or “Supplier”** – a supplier of electricity that has been certified or licensed by the Commission to sell electricity to Customers within the State of Maryland. For the purpose of this document, the Company is not an Electricity Supplier in the provision of Standard Offer Service. An Electricity Supplier sells electricity to Customers utilizing the Transmission and/or Distribution Facilities of the Company.

**Electricity Supplier Representative** – any officer, director, employee, consultant, contractor, or other agent or representative of the Electricity Supplier who has the authority to bind Electricity Supplier.

**Electric Supply & Delivery Service** - the provision of electric distribution and other services provided by the Company to a Customer who buys all of its electric supply services (i.e., capacity, energy, , Transmission and Ancillary Services) for an Account from the Company. Electric Supply & Delivery Service includes Delivery Service, Transmission Service and Standard Offer Service or Hourly Priced Service and associated charges.

**Electronic Data Interchange (EDI)** – the computer to computer exchange of business documents in conformance with ANSI X12 standards also known as Electronic Transactions.

**Emergency** – a condition or situation which the Company or PJM deems, in its reasonable judgment, imminently likely to endanger life or property, or affect or impair, or imminently will affect or impair, the Company’s electrical system or the electric system of others to which the Company’s electrical system is directly or indirectly connected. Such a condition or situation includes, but is not limited to, potential overloading of the Company’s transmission and/or distribution circuits, PJM minimum generation (“light load”) conditions, unusual operating conditions on either the Company’s or the Electricity Supplier’s electrical system or conditions such that the Company is unable to accept energy from the Electricity Supplier’s electrical system or conditions such that the Company is unable to accept energy from the Electricity Supplier without jeopardizing the Company’s electric system or the electrical systems of others to which the Company’s electrical system is directly or indirectly interconnected.

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

**Force Majeure** – an event of Force Majeure shall be as defined in Section 18.0.

**Full Requirements Service Provision** – a provision that requires that an Electricity Supplier be the sole source of electricity supply supporting 100% of its customers’ purchased supply needs.

**Holding Account Utility** – entity established with PJM to collect and distribute the PRD Credits associated with participation in the Pepco, Delmarva Power or BGE Price Responsive Demand (PRD) Program.

**Interval Metering** – metering equipment that supplies hourly or sub-hourly kwh and kwd readings.

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

**Kilowatt-hour or kWh** – 1,000 watts for one (1) hour, or 1,000 watt-hours.

**Load Serving Entity or “LSE”** – a PJM tariff term referring to an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users within the PJM control area.

**Locational Marginal Price or “LMP”** – the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM Tariff.

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

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

**Non-standard Metering** - Metering requested by a Supplier that captures information beyond the minimum components required by the Customer’s prevailing retail service tariff and/or requires a reading methodology or schedule that varies from Standard Metering services.

**PJM** – PJM Interconnection, L.L.C., or successor organization with a similar function.

**PJM Control Area** – the area encompassing electric systems recognized by the North American Electric Reliability Council as the “PJM Control Area.”

**PJM OI** – the PJM Office of Interconnection, the system operator for the PJM Control Area, or any successor organization with a similar function.

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

**Premise** – one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered service classes that when totaled equal the entire electricity used at that one Premise or site. Each Premise shall have only one Electricity Supplier providing the electric supply requirements for that one Premise. Multiple Premises or sites under the same name are considered multiple Customers.

**Scheduling Coordinator** – an entity recognized by the PJM OI and qualified to act on behalf of the Electricity Supplier in taking such actions with PJM as are necessary in order for Electricity Supplier’s obligations as defined in this Tariff to be met, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection, L.L.C., or (2) is the agent for scheduling purposes, of one or more Electricity Suppliers that are members of the PJM Interconnection, L.L.C.

**Service Territory** – the geographic areas of the State of Maryland in which the Company has an electric distribution franchise to serve electric Customers.

**Standard Metering Services** – the capture by metering equipment of the minimum billing components required by the Customer’s prevailing retail service tariff that is read on scheduled meter reading dates in order to enable a bill to be created in accordance with the regularly scheduled billing cycle.

**Standard Offer Service** – electricity service which the Company must offer to its eligible customers who do not otherwise receive electricity from an Electricity Supplier.

**Supplier Average Generation Rate** – the simple average generation or commodity portion of the Supplier rate, which does not include the transmission portion of the rate, which the Supplier charged an individual Customer for a 12 month period or for the portion of a 12 month period that they served an individual Customer.

**Supplier Responsibilities** - those actions to be taken by a Supplier that permit the type of interface and coordination between Electricity Suppliers and the Company in connection with the delivery of Competitive Electric Supply to serve Customers located within the Company's Service Territory (including: load forecasting, certain scheduling-related functions and reconciliation), and any other activity necessary, either with PJM or otherwise, for the Supplier to provide Competitive Electric Supply.

**Transmission Service** - Transmission Services for the delivery of power in and through Delmarva's service territory are to be provided under the PJM Open Access Transmission Tariff on file with the FERC and as amended from time-to-time, or successor tariff. The facilities providing Transmission Service that are both subject to the PJM Open Access Transmission Tariff and are owned by the Company are those that operate at voltages of above 34,500 volts.

**Undisputed Charges** – charges for Utility/Supplier Services for which Electricity Supplier has not invoked the dispute resolution provisions of Section 17 of the Tariff.

**Unforced Capacity** - is as defined within the PJM Reliability Assurance Agreement in effect as of November 1999, and as may be modified from time to time.

**Utility/Supplier Services** - those services that permit the type of interface and coordination between Electricity Suppliers and the Company in connection with the delivery of Energy Supply to serve Customers located within the Company’s Service Territory, including reconciliation functions and those services provided by the Company to the Supplier, as identified in this Tariff or as otherwise necessary for the Supplier to provide Competitive Electric Supply to its Customers. A list of such Utility/Supplier Services, and the schedule of charges for same, is contained in this Tariff at Schedule 1.

## **2.0: GENERAL TERMS AND CONDITIONS**

**2.1 Scope and Purpose.** This Tariff and any related executed agreements set forth the basic requirements for interaction and coordination between the Company as the Local Distribution Company (Company) and each Electric Supplier necessary for ensuring the delivery of Competitive Power Supply.

**2.2 Electricity Supplier's Responsibilities to Customers.** The Electricity Supplier shall be solely responsible for having all necessary and appropriate contractual or other arrangements with its Customers, consistent with Commission rules and regulations and with this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**2.3 Tariff to Govern.** This Tariff and any related executed agreements set forth the basic requirements for business interactions and coordination between the Company and Electricity Suppliers necessary for ensuring the delivery of Competitive Power Supply from Electricity Suppliers to their Customers via the Company's System.

**2.4 Recourse to the Commission.** Nothing in this Tariff shall restrict the rights of any party to file a complaint with the Commission.

**2.5 FERC Jurisdiction.** The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Commission. If anything stated herein is found by the FERC to conflict with or to 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 support this Tariff.

**2.6 Electricity Supplier Obligations.** Unless otherwise indicated, an Electricity Supplier will be required to:

- a) Obtain a license and any other necessary approvals from the Commission and any other appropriate Maryland State agencies and local governments for participation in the Maryland retail energy market;
- b) Execute all appropriate Control Area Operator applications and agreements;
- c) Submit a completed Application Package (See Section 4.1);
- d) Satisfy the creditworthiness standards of the Company pursuant to Section 5;
- e) Demonstrate, prior to Customer enrollment via EDI, that it is equipped with the communication capabilities necessary to comply with Electronic Data Interchange (EDI) testing requirements as approved by the Commission; and
- f) Pay all present or future federal, state, municipal or other taxes imposed by any taxing authority for sale of Competitive Power Supply to retail Customers under this Tariff. The Electricity Supplier shall collect and remit all such taxes to the applicable taxing authority to the extent required or permitted by law. If any transaction is exempt from the payment of any such taxes, the Electricity Supplier will, if requested, provide the Company with valid tax exemption certificates. Should the Company be required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Company directly from the Electricity Supplier's Customers, the Electricity Supplier indemnifies the Company and will pay to the Company all such tax amounts upon demand.

- g) Provide the Company notification regarding its door to door activity no later than the morning of the day the sales and marketing activities begin. The notification shall include the Suppliers name, the beginning and ending date(s) of the marketing activities and the zip codes(s).

**2.7 Electricity Supplier and Company Obligations.** The Company shall provide Electricity Suppliers with services as necessary for the delivery of energy to serve retail access load located within the Company's Service Territory. The Company and Electricity Supplier will cooperate in order to ensure delivery of energy to Customers. The Electricity Supplier and the Company shall exchange all data, materials or other information that is specified in this Tariff in accordance with Commission standards, and that may otherwise be reasonably required by the Electricity Supplier or the Company in connection with their obligations under this Tariff, subject to the confidentiality provisions in Section 16.

**2.8 Control Area Services and Obligations.** The Electricity Supplier is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Power Supply to its Customers. In addition, the Electricity Supplier must satisfy all obligations that are imposed on a Load Serving Entity (LSEs) in the PJM. The Electricity Supplier must make all necessary arrangements for scheduling the delivery of energy through the PJM OI. The Company and the Electricity Supplier shall coordinate with the PJM OI to determine the magnitude and location of the Electricity Supplier's actual or projected load, as required by the PJM OI, for the purpose of calculating the appropriate firm transmission service reservation, unforced capacity obligation, or other requirements under the PJM Tariff, the PJM Reliability Assurance Agreement, or the tariff or similarly applicable agreements of any other applicable Control Area Operator.

The Electricity Supplier shall meet all applicable reliability standards established by the Mid-Atlantic Area Council of the North American Electric Reliability Council or its successor, PJM or its successor, the FERC, the Commission, or any other State, regional, federal or industry body with authority to establish reliability standards.

**2.9 Communications and Data Exchange.** Electronic information exchange between the Electricity Supplier and the Company under this Tariff shall employ an Electricity Supplier identification number, in accordance with Commission standards. In addition, the Company may also assign to the Electricity Supplier identification codes that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

**2.9.1 Electronic Data Interchange (EDI).** To the extent the Commission has established EDI or other standards for communications and data exchange, the Company and the Electricity Supplier shall employ those standards or mutually agreeable alternate standards. To the extent the Commission has not established EDI standards, the Company and the Electricity Supplier shall exchange information and data in formats agreed to by the Company and Electricity Supplier. The Electricity Supplier and Company shall follow Commission approved EDI testing requirements and implementation guidelines.

**2.10 Record Retention.** The Electricity Supplier and the Company shall comply with all applicable laws, rules, and regulations for record retention, as they are and may, from time to time, be modified, including but not limited to those issued by the Commission and FERC.

**2.11 Characteristics of Service.** The delivery service specified and furnished by the Company shall consist of sixty (60) hertz, single phase or three phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load. Voltage delivered to the customers' facilities normally will be maintained within the limits prescribed by the regulations of the Commission, except under Emergency conditions and/or conditions beyond the reasonable control of the Company.

**2.12 Net Energy Metering**

**2.12.1 Net Energy Metering Payment.** A Customer receiving electricity from an Electricity Supplier and participating in Rider "ANEM" – Pilot Aggregate Net Energy Metering - of Delmarva's Maryland Electric Tariff, who has accrued net excess generation for the 12-month period that ends with the billing cycle that is complete immediately prior to the end of April of each year will be provided a net metering payment as outlined in the Rider.

No later than March 31 of each year the Company will contact the Electricity Supplier of record for all Customers who have accrued, or appear to be close to accruing, net excess generation for the 12-month period ending with the billing cycle that is complete immediately prior to the end of April of that year. Within 15 calendar days of receipt of such list, each Electricity Supplier of record will provide the Company with the Supplier Average Generation Rate that they charged each Customer for the prior 12 months or for the portion of the prior 12 months that they served each Customer. The Company will notify each Electricity Supplier of record of any additional Customers that have accrued net excess generation for the 12-month period ending with the billing cycle that is complete immediately prior to the end of April of that year subsequent to the March 31 notification. Within seven calendar days of receipt, each Electricity Supplier of record will provide the Company the Supplier Average Generation Rate that they charged each additional Customer for the prior twelve months or for the portion of the prior 12 months that they served each Customer. The Supplier Average Generation Rate provided by the Electricity Supplier of record as of March 31 is the only rate that will be used to calculate the credit to the Customer for the entire 12-month period. If the Electricity Supplier of record does not provide rate information within the specified time period, the calculation of the credit to the Customer will use the rate paid to the Company's SOS Customers as a proxy for developing the net excess generation credit.

If a Customer discontinues service prior to the billing cycle that is complete immediately prior to the end of April of that year and has accrued cumulative net excess generation, the Company will notify the Electricity Supplier of record as of the last date of service. The Electricity Supplier will provide, within seven calendar days, the Supplier Average Generation Rate that they charged the Customer for months that they served the Customer since the billing cycle that was completed immediately prior to the end of April of the previous year.

If a Customer correctly disputes the Electricity Supplier of record's rate, or their failure to provide the rate, the Electricity Supplier will address the complaint with the Customer. The Electricity Supplier will indemnify the Company for any additional costs incurred by the Company which are caused by the Electricity Supplier of record's rate not being provided in accordance with this Tariff, or the Electricity Supplier's failure to provide their rate. These costs include, but are not limited to overpayment by the Company to the Customer, legal fees incurred by the Company, carrying costs paid by the Company to the Customer and carrying costs incurred by the Company.

**2.12.2 Net Metering Aggregation Pilot.** Effective April 1, 2012 the Company's Net Metering Aggregation Pilot will be available to Customers who are provided Competitive Power Supply by an Electricity Supplier. All of the terms and conditions associated with the Net Metering Aggregation Pilot, as described in Rider ANEM. All Customers participating in the Net Metering Aggregation Pilot must be served by the same Electricity Supplier, and use Dual Billing.

The Company will provide the Electricity Supplier meter read data for each aggregated account in accordance with Section 12 of this Tariff. Within five business days after the Meter Read Date, the Company will provide the Electricity Supplier with the following information about the eligible customer-generator in a format agreed upon between the Company and Electricity Supplier:

1. Account number – eligible “host” account
2. Account number(s) – aggregated accounts
3. Start meter reading date
4. Stop meter reading date
5. Start index
6. Stop index
7. kWh consumed or generated

If the aggregated group has accrued net excess generation for the 12-month period that ends with the billing cycle that is complete immediately prior to the end of April of each year, then the eligible “host” account of the aggregation group will be provided a net metering payment at the Supplier Average Generation Rate provided by the Electricity Supplier of record as of March 31. The net metering credit will be calculated for the entire group as outlined in Section 2.12.1 of this Tariff. The total amount of the payment will be provided to the eligible “host” account.



### **3.0: UTILIZATION OF SCHEDULING COORDINATORS**

**3.1 Participation Through a Scheduling Coordinator.** An Electricity Supplier is responsible for performing the responsibilities and obligations provided in this Tariff, but may elect to perform certain functions through a Scheduling Coordinator. To the extent an Electricity Supplier so elects, it becomes a Coordinated Electricity Supplier. A Coordinated Electricity Supplier may retain up to ten Scheduling Coordinators with the Company at any time. More than ten Scheduling Coordinators may be allowed if mutually agreed upon by the Electricity Supplier and the Company. An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator for all the Electricity Supplier's responsibilities, including Unforced capacity obligation, import capability, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of PJM which may be necessary in order to carry out its responsibilities. All actions of the Scheduling Coordinator on behalf of the Electricity Supplier are binding on, and attributable to, the Electricity Supplier. If there are multiple Scheduling Coordinators, each shall be responsible for meeting all of the requirements of PJM which may be necessary in order to carry out its responsibilities for that portion of the Coordinated Electricity Supplier's load that is attributable to such Scheduling Coordinator. There shall not be multiple Scheduling Coordinators where one such Coordinator performs certain functions and another Coordinator performs certain other functions relative to the same customers or load.

An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator(s) for all the Electricity Supplier's responsibilities, including unforced capacity obligation, transmission obligation, import capability, load forecasting, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator or multiple Scheduling Coordinators acting together are responsible for meeting all of the requirements of PJM which may be necessary in order to carry out its/their responsibilities. All actions of the Scheduling Coordinator on behalf of the Electricity Supplier are binding on, and attributable to, the Electricity Supplier.

**3.2 Designation of a Scheduling Coordinator.** To designate a Scheduling Coordinator, the Electricity Supplier must provide the Company with a completed Scheduling Coordinator Designation Form fully executed by both the Electricity Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplant or replace any agency contract between the Electricity Supplier and a Scheduling Coordinator.

**3.3 Change of Scheduling Coordinator.** The Electricity Supplier shall notify the Company in writing if it changes Scheduling Coordinators or ceases to be a Coordinated Electricity Supplier or ceases to provide scheduling coordination on its own behalf 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. If notification is received by the Company less than 10 Business Days before the first day of that month, the effective day of the change shall be the first day of the subsequent month. The Company will provide confirmation of receipt of change of Scheduling Coordinator to the Electricity Supplier within 2 Business Days of receipt of such notice. In the event the

Electricity Supplier ceases using a Scheduling Coordinator, the Electricity Supplier shall immediately assume the direct performance of all Electricity Supplier Responsibilities under this Tariff.

**3.4 Load Scheduling Through a Scheduling Coordinator.** Coordinated Electricity Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Electricity Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Electricity Suppliers.

**3.5 Primary Obligations of Electricity Supplier.** Notwithstanding any designation of a Scheduling Coordinator, the Electricity Supplier remains responsible for fulfilling all of its obligations and requirements under this Tariff.

## **4.0: COMMENCEMENT AND TERMINATION OF UTILITY/SUPPLIER SERVICES**

**4.1 Application Process to Company.** An Electricity Supplier seeking to sell electricity in the Company's service territory must deliver a completed Electricity Supplier Application Package (Registration) to the Company as directed through the Online Registration System.

**4.1.1. Completed Registration.** A completed Registration for services under this Tariff consists of the following:

- a) A completed registration contract fully executed by an Electricity Supplier Representative;
- b) A completed EDI Trading Partner Agreement (optional);
- c) A Supplier Coordination Agreement fully executed by an Electricity Supplier Representative;
- d) Written evidence that the Electricity Supplier 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 Application fully executed by an Electricity Supplier Representative;
- f) Proof that the Electricity Supplier has obtained a license from the Commission and any other governmental approvals required for participation in customer choice in Maryland; and
- g) Any registration or processing fee set forth in Schedule 1.

**4.1.2 Notice of Incomplete Registration for Tariff Service.** In the event an Electricity Supplier submits an incomplete Registration, the Company will provide written notice to the Electricity Supplier of the Application's deficiency within 10 Business Days of the date of final submission of the Registration Application. An incomplete Registration shall not be processed until it is completed and delivered to the Company.

**4.1.3 Review of a Completed Registration.** Following receipt of a completed Registration Application, the Company shall review the Registration and conduct a credit review. The Company shall conduct its review and notify the Supplier of acceptance or rejection within 30 days of receipt of the completed Registration, or within a timeframe mutually agreed to by the Company and Supplier.

For approved applications, the Company shall execute the necessary agreements and return executed copies to the Electricity Supplier. Upon rejection of any application, the Company shall provide the affected Electricity Supplier with written or electronic notice of rejection and shall state the basis for the rejection. When the basis for the rejection is for credit reasons, a copy of the notice shall be provided to the Commission.

**4.1.4 Grounds for Rejecting a Registration.** The Company may reject any Registration under this Tariff on any of the following grounds:

- a) An Electricity Supplier or an affiliate thereof has undisputed outstanding debts to the Company arising from its previous receipt of services from the Company under this Tariff;
- b) The Electricity Supplier has failed to satisfy the Company's credit requirements; or
- c) The Electricity Supplier has failed to deliver to the Company a completed Registration within 30 days of written notice of the Registration's deficiency.

**4.1.5 Conditional Acceptance of Registration.** Where grounds for rejection of an Application Registration exist due to outstanding and undisputed debts owed to the Company by an Electricity Supplier or an affiliate thereof, the Company may offer the affected Electricity Supplier a conditional acceptance if the Electricity Supplier pays such debts before it receives Utility/Supplier Services. If the Electricity Supplier rejects the Company's offer of conditional acceptance under this Section, then its Application Registration for Utility/Supplier Services will be deemed rejected.

**4.2. Commencement of Utility/Supplier Services.** Utility/Supplier Services under this Tariff shall commence within 15 days after the execution by all parties of the Supplier Coordination Agreement, provided that all of the information necessary for the Company to provide services has been provided to the Company and any conditions have been satisfied by the Electricity Supplier.

**4.3 Notice of Electricity Supplier Discontinuance to the Company.** The Electricity Supplier shall provide to the Company the same notice of discontinuance or cessation of business that the Supplier is required to provide the Commission pursuant to Commission regulations and procedures.

**4.4 Termination of Utility/Supplier Services.** Utility/Supplier Services under this Tariff will or may be terminated as follows:

**4.4.1 Supplier Cessation of, or Withdrawal from, Participation.** In the event the Electricity Supplier ceases to participate or otherwise withdraws from the provision of Competitive Power Supply to Customers in the Company's Service Territory, the Supplier Coordination Agreement between the Electricity Supplier and the Company shall terminate 30 days following the date on which the Electricity Supplier ceases to supply any customers in the Company's Service Territory.

**4.4.2 Default by the Electricity Supplier.** In the event of Default by the Electricity Supplier pursuant to Section 6.0 of this Tariff, the Company may terminate the Supplier Coordination Agreement between the Electricity Supplier and the Company by providing written notice to the Electricity Supplier in Default, without prejudice to any remedies available to the Party not in Default by reason of the Default.

**4.5 Effect of Termination.** Upon termination of Coordination Service, the Electricity Supplier shall not be authorized to provide Competitive Power Supply to the Company's System. Any Customers of the Electricity Supplier shall either select a new Electricity Supplier or shall be provided Standard Offer Service in accordance with the Company's Tariff. The Electricity Supplier may thereafter provide Competitive Power Supply to the Company's System only upon satisfaction of the provisions herein for obtaining Utility/Supplier Services and Company approval of a new application.

**4.6 Survival of Obligations.** Termination of Coordination Service for any reason shall not relieve either the Company or the Electricity Supplier of any obligation accrued or accruing prior to the termination.

## **5.0: CREDITWORTHINESS**

**5.1 Purpose and Intent.** The Electricity Supplier must satisfy the Company's creditworthiness standards. These standards must be scaleable, and will take into consideration the scope of operations of each Electricity Supplier. The primary scaling criterion is the projected total monies due the Company from the Electricity Supplier. The purpose of the Company's credit review will be to provide reasonable and satisfactory assurance of the following:

- The Supplier's ability to pay applicable Credit Amount, Supplier Coordination Fees, and/or any applicable penalties included in this Tariff,
- The Supplier's ability to process and remit applicable customer payments due the Company, if the Electricity Supplier will be performing Consolidated Billing, or
- Any other charges, fees, or penalties authorized by the Commission and payable to the Company.

**5.2 Finding of Creditworthiness.** The Company will apply, on a non-discriminatory basis, reasonable financial evaluation standards to assess and examine the Electricity Supplier's financial condition. The Electricity Supplier shall demonstrate that it has sufficient Credit Resources to satisfy the Company's financial evaluation standards.

**5.3 Credit Amount.** The Electricity Supplier will supply all information requested by the Company necessary to establish the requested Credit Amount. The Company may require the Electricity Supplier to provide either the Credit Amount or an alternate Credit Amount applicable to the Electricity Supplier. The Company will periodically review the Credit Amount and related credit terms. Following such review, the Company may revise the required Electricity Supplier's Credit Resources. The Electricity Supplier shall at all times satisfy requests for Credit Resources, and shall periodically, but no less frequently than quarterly, provide updated information to the Company to reflect any changes in financial and business status on a confidential basis and promptly notify the Company in writing of any such changes. On an ongoing basis, the Electricity Supplier must at all times maintain Credit Resources that are consistent, as determined by the Company, with its obligations to the Company.

**5.4 Change in Financial Status.** The Electricity Supplier shall promptly inform the Company of any facts that would cause a change in the Credit Resources applicable to the Electricity Supplier. Failure to satisfy, on an ongoing basis, any of the requirements set forth in this Section, including failure to provide additional credit funds when requested by the Company, if any such failure is not cured within 10 Business Days from receipt of written notice thereof, will constitute an Event of Default.

**5.5 Failure to Maintain Creditworthy Status.** Should an Electricity Supplier fail to maintain Creditworthy status, the Company may require the Electricity Supplier to provide additional Credit Resources, including but not limited to an investment-grade bond rating, a guarantee from a parent entity with an investment-grade bond rating, surety bond, and/or a letter of credit or deposit in the Credit Amount.

**5.6 No Endorsement of Electricity Supplier.** By determining that the Electricity Supplier is Creditworthy under this Tariff, the Company makes no express or implied warranties or guarantees of any kind with respect to the financial or operational qualifications of such Electricity Supplier.



## 6.0: NONCOMPLIANCE AND DEFAULT

**6.1 Definition of Noncompliance.** The Company or the Electricity Supplier shall be deemed to be in noncompliance of this Tariff upon its failure to observe any material term or condition of this Tariff.

**6.2 Events of Noncompliance.** Noncompliance of this Tariff shall include, but is not limited to, the following:

- a) Failure of Electricity Supplier to maintain credit standards noted in the Creditworthiness Section of this Tariff;
- b) Electricity Supplier's or Company's failure to make payment of any Undisputed Charges for Electricity Utility/Supplier Services in the time prescribed;
- c) Electricity Supplier or Company Bankruptcy;
- d) A written admission by the Electricity Supplier of its inability to pay its debts generally as they become due or the electricity Supplier's consent to the appointment of a receiver, trustee or liquidator of it, or of all or any part of its property; or
- e) Breach of the Supplier Coordination Agreement.

**6.3 Supplier Default.** An Electricity Supplier is considered a defaulted supplier if it is unable to deliver electricity because:

- a) The Commission revokes or suspends the Electricity Supplier's retail electricity license or
- b) The Electricity Supplier is unable to transact sales through the regional transmission organization designated for Maryland by the Federal Energy Regulatory Commission.

**6.4 Cure and Default.** If either the Company or the Electricity Supplier fails to comply with its obligations under the Tariff (hereinafter the Noncompliant Party), the other party shall provide written notice to the Noncompliant Party describing such noncompliance in reasonable detail and demanding its cure. The Noncompliant Party shall be deemed to be in default (Default) of its obligations under this Tariff if: (i) it fails to cure its noncompliance within ten Business Days after its receipt of such notice; or (ii) the noncompliance cannot be cured within such period and the Noncompliant Party does not commence action to cure the noncompliance within such period and, thereafter, diligently pursue such action to completion. In the case of the Electricity Supplier's failure to maintain its status as a Commission-licensed Electricity Supplier or the Electricity Supplier's failure to meet its PJM obligations either directly or through a Scheduling Coordinator, or Electricity Supplier's Bankruptcy, no notice shall be required or opportunity to cure permitted.



## **7.0: CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW**

**7.1 Pre-enrollment Information.** Prior to requesting pre-enrollment Customer information from the Company, an Electricity Supplier shall notify the Customer of its intention to initiate such a request and obtain the Customer's Consent for release of such information. The Electricity Supplier notice shall specify the customer information to be requested from the Company as listed in Section 7.1.2. The Electricity Supplier is required to maintain a record of a Customer's Consent for a period of not less than 180 days from its expiration, subject to audit by the Commission.

**7.1.1 Manner of Request.** Electricity Suppliers are required to request pre-enrollment information from the Company as specified in Section 2.9.1.

**7.1.2 Customer Information.** Electricity Supplier requests for Customer information received via EDI transaction will include the following information:

- i. Account name;
- ii. Billing address;
- iii. Service address;
- iv. Service Account number;
- v. Voltage level;
- vi. Rate code;
- vii. Load profile;
- viii. Meter number;
- ix. Meter type;
- x. Multiple meter indicator;
- xi. Peak load contribution;
- xii. Billed demand;
- xiii. Monthly historical demand for the previous 12 months;
- xiv. Monthly historical consumption for the previous 12 months;

**7.1.2.1 Historical Interval Data.** Transmittal of historical interval meter data for the previous 12 months is provided via EDI request.

**7.2 Procedure to Formalize Selection of Electricity Supplier.** In order to initiate a Competitive Power Supply, the Electricity Supplier 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 Electricity Supplier in accordance with the rules and regulations of the Commission. The Electricity Supplier must notify its customers that by signing up for Competitive Power Supply with the Electricity Supplier, the Customer is consenting to the disclosure by the Company to the Electricity Supplier of certain basic information about the Customer. At a minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number, data about meter readings, rate class and electric usage, the Customer's name and address(es), whether the Customer is participating in the Company's Energy For Tomorrow program, or as otherwise may be consistent with Commission rulings.

**7.2.1 Authorization Record.** It is the Electricity Supplier'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. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Section 7.2.

**7.2.2 Enrollment by an Electricity Supplier.** The Electricity Supplier shall provide an electronic file to the Company, containing information in accordance with this Tariff or the procedures established by the Commission or by mutual agreement of the Electricity Supplier and Company. Upon receipt of the electronic file from the Electricity Supplier, the Company will confirm receipt of the file. Within 1 Business Day of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number) and any information the Electricity Supplier can use to identify rejected records.

**7.2.3 Enrollment Processing by the Company.** The Company will process enrollment transactions in accordance with this Tariff and applicable Commission rules and regulations. The last enrollment transactions received at days end will be effective three business days after receipt of the electronic transaction. All electronic transactions associated with enrollment processing must be performed in accordance with this Tariff and applicable Commission data exchange standards, rules and regulations.

**7.2.4 Notice of Enrollment.** The Company and the Electricity Supplier will provide written notice of enrollment to the Customer entering into a service agreement with the Electricity Supplier. For customers, this notification will occur within one business day after the Electricity Supplier receives the Company's enrollment response.

**7.3 Change of Electricity Supplier.** If a Customer contacts a new Electricity Supplier to request a change of Electricity Supplier and the new Electricity Supplier agrees to serve the Customer, the Customer's new Electricity Supplier shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of Electricity Supplier, and shall thereupon follow the same procedures for enrollment of Electricity Supplier as for the initial Competitive Power Supply designated in Section 7.2. Once the process is complete, the Company will notify the Customer's current Electricity Supplier by electronic transaction that the Customer has elected to terminate service from that Electricity Supplier.

**7.4 Electricity Supplier Drop Processing by the Company.** The Company will process valid drop transactions in accordance with this Tariff and applicable Commission rules and regulations. A drop transaction received by the Company will be effective three business days after receipt of the new enrollment/drop electronic transaction. The Company will assign a customer who has been dropped by a supplier and not enrolled by a supplier to Standard Offer Service.

**7.5 Assignment of Contract** At least 30 days prior to the effective date of any assignment or transfer of a customer's contract from one Supplier to another, the Suppliers shall jointly provide written notice to the Customers of the Supplier, the Commission, the Company, and the Office of the People's Counsel of the assignment of transfer. In addition, the Supplier receiving the transferred Customers must also contact the Company to coordinate the transfer of the Customer's contract, and submit a valid enrollment transaction for each Customer. The Company will not render a notice of enrollment to the Customer.

**7.6 Customer Cancellation Request.** On request of a Customer to cancel supply service with the Electricity Supplier, an Electricity Supplier shall process the Customer's Cancellation Request for electric service within two Business Days after receipt of the Cancellation Request.

**7.6.1 Customer Cancellation.** Customers should first attempt to cancel service through contact with its Electricity Supplier. After the third business day following a Customer request for an Electricity Supplier to cancel supply service, the Customer may contact the Company to verify that a cancellation request has been processed by the company. If the Company has not received a cancellation request from the Electricity Supplier, and the Customer requests cancellation of supplier service, the Company shall process a cancellation and return the Customer to Standard Offer Service. The drop will be effective three business days after the cancellation was performed by the Company.

**7.7 Transaction Error Handling.** An Electricity Supplier shall notify the Company of an enrollment or drop error via EDI cancel transaction no later than two business days after the enrollment or drop transaction is initiated by the Electricity Supplier. The Company shall process the cancel transaction and return the Customer to the Customer's enrollment state before the erroneous transaction.

**7.7.1 Incumbent Supplier-Identified Erroneous Transactions.** If an erroneous transaction is identified by the incumbent Electricity Supplier, the incumbent Electricity Supplier shall, upon verifiable consent of the Customer, cancel the pending Enrollment by notifying the Company by an EDI cancel transaction within 24 hours of the Customer's Consent and not later than two days after the erroneous enrollment or drop transaction is received by the Company. Initiation of the EDI cancel transaction by the incumbent Electricity Supplier without the verifiable Customer consent is considered an unauthorized enrollment of the Customer with the incumbent Supplier.

**7.7.2 Electronic Cancel Transactions Received Later Than Two Business Days.** EDI cancel transactions received from the incumbent Electricity Supplier later than two business days after the erroneous enrollment or drop transaction is received by the Company will be rejected.

**7.8 Customer Designation to Control.** Electricity Supplier acknowledges and agrees that the Company will give effect to all Customer requests to change to a new Electricity Supplier, and

consequently the most recent Customer designation of an Electricity Supplier, for which the procedures under Section 7.3 have been completed, will be given effect by the Company. Except as otherwise provided in this Tariff, the Company shall remove a customer from supplier services only if directed by the supplier, subject to applicable bankruptcy law.

**7.9 Customer Termination of Service at Existing Account.** If there is a discontinuance of Delivery Service to a Customer at a particular Premise for any reason and such discontinuance extends beyond five calendar days, the Company will notify the current Electricity Supplier of the Customer's discontinuance of service for the Account at the Customer's location. If the discontinuance is due to a Customer moving to another Premise within the Company's service territory and if available, the Company will provide the Electricity Supplier that served the Customer at the old location with the Customer's new mailing address or forwarding address. Any request for service at a new location must follow the procedures described in section 7.2. If the Company is not contacted by a selected Supplier in accordance with the procedure outlined in section 7.2 or section 7.3, the Company will provide the Customer with Electric Supply & Delivery Service at the new location.

**7.10 Supplier Discontinuance of Service.** When initiating the discontinuance of service to Customers, the Electricity Supplier must comply with the notification requirements of the Maryland Public Service Commission and submit a valid 'drop' transaction to the Company three days prior to the date the customer is to be discontinued.

**7.11 Effective Date of Discontinuance.** Any discontinuance, except those under Section 7.8 will take effect in accordance with the provisions of this Tariff that govern a retail Customer's changes of Electricity Supplier.

**7.12 Customer Number Change.** If the Company elects to change the account number for a Customer receiving Competitive Power Supply service from the Electricity Supplier, the Company will notify the Electricity Supplier of the change in account number at the same Customer location, via electronic file.

**7.13 Full Requirements Service Provision.** The Electricity Supplier shall agree to supply full requirements service for each of its Customers at each Customer Account enrolled. Partial requirements or split load service will not be supported.

## **8.0: GENERAL LOAD OBLIGATION ALLOCATION METHODS**

**8.1 The Company's Role.** The Company shall allocate hourly energy, and daily capacity and transmission peak load contribution in accordance with the currently-effective PJM, FERC and Commission rules, regulations, practices and procedures and as detailed in the Company's then-applicable Operating Manual: "Procedures for Determining Peak Load Contribution for Capacity and Transmission Service and Total Hourly Energy Obligation" (the "Operating Manual"). The Company will submit these values electronically to PJM, following the PJM published guidelines as may be changed from time to time. These values will also be made available to the Electricity Supplier. The Company shall provide to the Electricity Supplier customer usage data that will allow the Electricity Supplier to bill customers in a timely manner for capacity and energy that is consistent with the load obligation assigned to the Electricity Supplier.

**8.2 Load Profiles.** For Accounts which do not have Interval Metering, the Company will provide load profiles for various classes from the Company's load research. The load profiling methodology may be updated on a periodic basis throughout the duration of the Agreement, subject to Public Service Commission approval. All load profiles and procedures necessary to apply them to the energy, capacity, and transmission allocations will be made available to the Electricity Supplier.

**8.3 Use of Historical Load Information for Forecasting Customer Load Obligations.** The Company will provide historical Customer usage data for interval and non-interval metered Customers in accordance with Commission regulations and applicable Tariff provisions.

**8.4 Rounding to Whole Megawatts.** So long as the PJM OI or its successor requires the scheduling and delivery of energy only in whole MW, the Company will round each Electricity Supplier's aggregate load value for each hour to a whole MW value for PJM's interchange accounting purposes.

**8.5 System Losses.** For purposes of the Electricity Supplier's load calculations, the applicable system losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at specified voltage levels by the applicable system loss factor. The applicable system loss factors are attached hereto as Schedule 2 and are subject to change from time to time to reflect changes in system losses or any separate charges on transmission customers that PJM may impose or change for the level of transmission line losses that is included in these factors. Any amendments to these loss factors will be filed with the Commission, and the FERC if required, provided to the Electricity Supplier, and become effective 30 days after filing unless otherwise ordered by the Commission or the FERC. The Company will file any such revision and propose that it become effective concurrently with any change in or imposition of separate PJM line loss charges. The Company will make a good faith effort to advise the Electricity Supplier of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

**8.6 Unaccounted For Energy/Residual Load.** For purposes of allocating energy, capacity, and transmission obligations, the Company will adhere to the philosophy that “the sum of the parts must equal the whole” on a non-discriminatory basis. For energy allocation, all Customer loads will be summed (after grossing up for System Losses as described in Section 8.5) and compared to the PJM metered zonal hourly energy. The hourly residual, or mismatch, will be allocated back to all LSEs in a nondiscriminatory manner.

**8.7 No Warranty.** Although the information provided under Articles 8 and 9 shall be accurate and correct to the best of the Company’s knowledge and belief, for its originally-intended purposes, the Company makes no warranties as to the accuracy or usefulness of the information and takes no responsibility for the Supplier’s use of the information and the Electricity Supplier makes no warranties hereunder regarding any such information or its use.

## **9.0: LOAD RECONCILIATION, CAPACITY, AND TRANSMISSION ACCOUNTING PROCESSES**

**9.1 Capacity.** The PJM Reliability Assurance Agreement (RAA) establishes the Unforced Capacity Obligation of Load Serving Entities in PJM for the purpose of ensuring the adequacy of supply during peak load periods. PJM’s implementation of the RAA places certain obligations on the Company to calculate and report system peak load contribution data for each Customer attributable to the Electricity Supplier.

**9.1.1. Customer Specific** – In accordance with the PJM RAA and PJM rules and procedures, the Company will calculate a system peak load contribution “tag” for each Customer. Such calculation will be updated from time to time in accordance with PJM rules and procedures. All calculation methods and results will be made available to the Electricity Supplier.

**9.1.2. Daily Electricity Supplier Obligation** – The Company will report to PJM, according to PJM procedures, the sum of the system peak load contributions for all Customers served by the Electricity Supplier.

**9.2 Transmission.** The PJM Open Access Transmission Tariff (OATT) establishes the Network Service Transmission Obligation of Load Serving Entities in PJM. PJM’s implementation of the OATT places certain obligations on the Company to calculate and report zonal peak load contribution data for each Customer attributable to the Electricity Supplier.

**9.2.1 Customer Specific** – In accordance with the PJM OATT and PJM rules and procedures, the Company will calculate a zonal peak load contribution “tag” for each Customer. Such calculation will be updated from time to time in accordance with PJM rules and procedures. All calculation methods and results will be made available to the Electricity Supplier.

**9.2.2. Daily Electricity Supplier Obligation** – The Company will report to PJM, according to PJM procedures, the sum of the zonal peak load contribution for each Customer served by the Electricity Supplier.

**9.3 Load Forecasting.** The Company is not obligated to provide load-forecasting services. The Electricity Supplier is responsible for forecasting its Customer load obligations.

**9.4 Load Scheduling.** The Electricity Supplier is responsible for fulfilling its load obligations directly with PJM.

**9.5 The Day-After Settlement.** The Day-After Settlement occurs after the day of dispatch. PJM will perform the first portion of settlement as part of its wholesale accounting procedures by comparing the Electricity Supplier's supply schedule to the load responsibility (See 9.5.6) submitted by the Company. In the Day-After Settlement, PJM will bill or credit Electricity Supplier for the difference each hour between (i) any hourly energy amounts actually supplied by the Electric Service Provider; and (ii) the hourly load responsibility of the Electricity Supplier. The difference will be billed or credited to Electricity Supplier at PJM's LMPs. For the Day After Settlement, actual system loads will be known. Also, actual system weather will be known and will be used to update Customer load profiles for monthly-metered load profile classes. The Day-After Settlement will be based upon estimates of Customer consumption.

**9.5.1 Estimate Customer Consumption.** The Company will estimate hourly Customer consumption quantities as follows:

**9.5.1.1 Hourly Metered Customers.** If available, actual data from interval-metered Customers will be collected by the Company and will be used for energy reconciliation. If not available, usage will be estimated.

**9.5.1.2 Monthly Metered Customers.** The class average load profile will be determined in accordance with the load profiling methodology. The class average profile will be scaled according to each Customer's historical consumption factor.

**9.5.1.3 Apply Losses.** The Customer's estimated usage by hour from Section 9.5.1.1 will be multiplied by the appropriate loss factor respective to Customer class per Section 8.5 to determine the Customer's estimated gross usage by hour.

**9.5.1.4 Aggregate Profiles.** The gross hourly estimated usage quantity for each Customer will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for each Electricity Supplier.

**9.5.1.5 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the aggregate PJM zonal load for the Company's zone. Any differences will be allocated to the Electricity Supplier and the Company's loads on a non-discriminatory basis in accordance with Section 8.6.

**9.5.2 Submit Estimated Load Obligation Data to PJM.** The Company will compute and submit to PJM the complete hourly estimated load obligation data quantities for each day. Such PJM data submittals will be in accordance with PJM accounting deadlines as outlined in the PJM Operating Agreement.

**9.5.3 Financial Settlement and Billing.** The Company and the Electricity Supplier will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit the Electricity Suppliers and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Oversupplies and undersupplies will be calculated as determined by PJM.

**9.6 The “60 Day” Settlement/Consumption Energy Imbalance.** The second portion of the settlement process occurs after all actual monthly and interval energy usage data has been processed for the day in question (approximately 45-60 days later). Consumption Energy Imbalance service accounts for mismatches between the Day-After Load Estimation for the Electricity Supplier and the energy that was actually used by its Customers. Given the absence of universal real-time metering, the calculation of Consumption Energy Imbalance quantities must typically occur after the monthly reading, or monthly estimation, of Customers' meters.

**9.6.1 Meter Data Collection.** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an Electricity Supplier's Customers for a particular period. Such collection shall occur at the time of a Customer's monthly meter reading.

**9.6.2 Monthly Metered Customers.** Data from monthly-metered Customers is collected in subsets corresponding to Customer billing cycles (billing routes), which close on different days of the month. The Company shall convert such meter data, including estimates, for Customers to the equivalent hourly usage. Load profile class load curves will be scaled to metered usage to derive an estimate for the hour-by-hour usage.

**9.6.3 Determine Consumption Energy Imbalances.** The Company will determine hourly Consumption Energy Imbalance quantities at a minimum on a calendar month basis in conjunction with PJM's billing schedule.

**9.6.3.1 Apply Losses.** The monthly-metered Customer's estimated usage by hour and the interval metered Customer's hourly usage will be multiplied by the appropriate loss factor respective to Customer class to determine the Customer's gross usage by hour.

**9.6.3.2 Aggregate Profiles.** The gross hourly usage quantity for each Customer will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for each Electricity Supplier.



**9.6.3.3 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the aggregate PJM zonal load for the Company's zone. Any differences will be allocated to the Electricity Supplier and the Company's loads on a non-discriminatory basis in accordance with Section 8.6.

**9.6.3.4 Calculate Consumption Energy Imbalances.** Hourly Consumption Energy Imbalances are calculated respective to each Electricity Supplier's Estimated Day-After Settlement Load Obligations.

**9.6.4 Submit Reconciliation Data to PJM.** After a calendar month becomes fully metered, the Company will compute and submit to PJM the complete hourly Consumption Energy Imbalance quantities for that calendar month. Such PJM data submittals will be in accordance with PJM accounting deadlines and the timing of such submittals may change from time to time.

**9.6.5 Financial Settlement and Billing.** The Company and the Electricity Supplier will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit the Electricity Suppliers and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Oversupplies and undersupplies will be calculated as determined by PJM.

**9.7 Settlement Beyond "60 Days".** Subsequent to the "60 Day Settlement", PJM's monthly bills to the Company and Supplier shall be subject to adjustment for any errors in arithmetic, computation, meter readings or other errors as agreed upon by the Company and the Supplier.

**9.8 Settlement Calculations.** Settlement calculations will be provided upon request.

## **10.0: ACTIVE LOAD MANAGEMENT**

**10.1 Demand Side Management (DSM)** The Company shall continue to offer voluntary DSM programs to its distribution customers. The Company will continue to receive all PJM capacity benefits from the operation of these programs.

**10.2 DSM Operation.** The Company shall have the right to operate its DSM programs in response to PJM requests or whenever the Company determines it to be appropriate or necessary.

**10.3 Ownership, Maintenance and Operation of DSM Devices.** The Company will continue to own, operate and maintain all DSM equipment, hardware and software that it has paid for and installed.

## **11.0 PRICE RESPONSIVE DEMAND**

**11.1 Price Responsive Demand (PRD) Resource.** Delmarva Power is participating in PJM's capacity market as a PRD resource beginning in the deliver year June 1, 2020 – May 3, 2021. Delmarva Power's obligation to PHM is to reduce certain load under certain circumstances in exchange for an unforced capacity financial credit associated with Delmarva Power's PRD customers receiving Standard Offer Service (SOS) from Delmarva Power, PJM will provide an unforced capacity financial credit to the Electricity Suppliers of such PRD customers.

**11.2 PRD Unforced Capacity Financial Credit Billing Line Item Transfer.** Electricity Suppliers governed by the Maryland Public Service Commission under this Tariff shall agree to a PJM billing line item transfer of the financial credits and costs associated with Delmarva Power's participation in the PJM capacity market as a PRD resource from their respective PJM bill to Holding Account Utility's PJM bill. Absent changes made by PJM to bill the PRD provider for all of its PRD customers, when an Electricity Supplier participates in PJM's capacity market as a PRD resource in the Delmarva Power service territory, the Electricity Supplier shall bill the Holding Account Utility for the financial credits and costs associated with the Electricity Supplier's PRD customers to ensure that PRD credits and costs are correctly allocated between Delmarva Power and the Electricity Supplier.

## **12.0: UTILITY/SUPPLIER CHARGES, BILLING AND PAYMENT**

**12.1 Charges for Utility/Supplier Services.** The Electricity Supplier agrees to pay all charges for Utility/Supplier Services provided by the Company as set forth in Schedule 1 of this Tariff.

**12.2 Electricity Supplier Payment of Obligations to the Company.** The Electricity Supplier shall pay for all Utility/Supplier Services, or any other charge it incurs hereunder, in accordance with the following provisions:

**12.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the Electricity Supplier for all charges for Utility/Supplier Services provided under this Tariff and the Supplier Coordination Agreement. The invoice may be transmitted to the Electricity Supplier by any reasonable method as agreed to between the Electricity Supplier and the Company. The Electricity Supplier shall make payment for Charges incurred on or before the due date that shall appear on the bill. This date shall be determined by the Company and shall not be less than 15 days from the date of transmittal of the bill.

**12.2.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein, bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors as set forth in the Company's Tariff, from the date of such original monthly billing.

**12.2.3 Manner of Payment.** The Electricity Supplier shall make payments of funds payable to the Company by electronic payment to a bank designated by the Company. If disputes arise regarding the Electricity Supplier's bill, the Electricity Supplier must pay the undisputed portion of disputed bills under investigation by the due date shown on the bill.

**12.2.4 Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, interest will be added to the unpaid balance until the entire bill is paid at the rate of 1.5% per month for two months. At the end of the second nominal billing interval, an additional charge to be made equal to 2% of any portion of the original amount which remains unpaid at the time. The total of these charges may not exceed 5%.

**12.2.5 Net Billing between the Company and Electricity Supplier.** The Parties agree that the Company may, as part of the routine billing and payment process between the Company and Electricity Supplier, "net" or offset any and all amounts which may be due and owing by the Electricity Supplier to the Company against any and all amounts which may be due and owing by the Company to the Electricity Supplier. Upon mutual agreement of the Parties, other charges and transactions may also be net or offset as part of the routine billing and payment process between the Company and the Electricity Supplier.

**12.2.6 Billing Disputes.** In the event the Electricity Supplier fails to make payment on or before the due date because of a billing dispute between the Company and the Electricity Supplier, the Company will continue to provide Utility/Supplier Services under this Tariff and the Supplier Coordination Agreement as long as the Electricity Supplier (1) continues to make all payments not in dispute, and (2) pays into an escrow account the portion of the invoice in dispute, pending resolution of the dispute. If the dispute cannot be resolved, the Company may terminate the Supplier Coordination Agreement and retain the amount in escrow (including interest). The Company shall notify the Electricity Supplier in writing of its intent to do so. The Electricity Supplier may, within 30 days, file a complaint with the Commission in which case the Company will continue to provide Utility/Supplier Services until final disposition of the complaint.

**12.3 Billing for Electricity Supplier's Obligations to Other Parties.** The Company will assume no responsibility for invoicing or billing of services between the Electricity Supplier and PJM, the Electricity Supplier and any energy source, or a Scheduling Coordinator and any Coordinated Electricity Suppliers.

## **13.0: RETAIL CUSTOMER BILLING AND PAYMENT COLLECTION**

**13.1 Billing Services Selection and Change:** The Customer has the option to choose whether the Company or the Electricity Supplier will render a consolidated bill (including Company and Electricity Supplier charges) or whether to have separate bills from the Company and the Electricity Supplier. The Electricity Supplier shall notify the Company of the Customer's choice of billing service option when notifying the Company of the Customer's enrollment.

**13.1.1 Billing Service Options.** Customers will have the opportunity to choose from the following billing service options:

- (a.) Separate (Dual) Electric Company/Electricity Supplier Billing
- (b.) Electric Company Consolidated Billing - Bill Ready Option
- (c.) Electricity Supplier Consolidated Billing - Bill Ready Option – This option is not available at this time, please see Section 12.5.

**13.1.2 Notification of Billing Option Change.** If the billing option for a Customer changes after initial enrollment, the Electricity Supplier must notify the Company of the change prior to five calendar days before the scheduled meter reading date and the change will be effective the last meter reading date before we received the change.

**13.1.3 Change of Billing Options Offered.** An Electricity Supplier who adds or deletes a billing option that it offered when Utility/Supplier Services are initiated pursuant to this Tariff shall provide 60 calendar-days notice prior to implementing the addition/deletion to its affected customers, the Company, the Maryland Public Service Commission Staff, the Office of People's Counsel.

**13.2 Meter Reading Information.** The Company will read the Customers' meters in accordance with its customary practices.

**13.2.1 Estimated Meter Read.** In the event an actual meter reading cannot be obtained, the Company shall estimate the Customer's consumption for billing purposes for the applicable period in accordance with Commission approved procedures.

**13.2.2 Meter Read Data.** The Company will normally provide the Electricity Supplier with actual or estimated meter read data within 3 days of the Meter Read Date.

**13.3 Separate (Dual) Billing.** If the Customer chooses to use Dual Billing, the Company and the Electricity Supplier will separately send their bills directly to the Customer. The Company will render its bills consistent with its standard billing practices.

**13.2.1 Customer Billing Complaints.** The Company shall process all complaints and customer services regarding the bill rendered by the Company in accordance with applicable regulations and performance specifications. The Electricity Supplier shall process all complaints and customer services regarding the bill rendered by the Electricity Supplier in accordance with applicable regulations and performance specifications.

**13.4 Company Consolidated Billing.** The Company shall render a single consolidated bill with Customer charges for both the Company and the Electricity Supplier separately stated.

**13.4.1 Billing Format – Bill Ready.** If the Company renders a consolidated bill, the Supplier must transmit its billing information to the Company in a bill ready format and in accordance with the billing practices and EDI standards accepted by the Commission.

- a. The Supplier must calculate and send its Customers' charges to the Company within 3 Business Days of receipt of the meter read data. If the Electricity Supplier fails to transmit its Customers' information to the Company in the required timeframe, the Company will not render a consolidated bill.
- b. The Company will not be liable for the Electricity Supplier's charges or losses, damages or consequential damages associated with the Electricity Supplier's Customers not being billed for the Electricity Supplier's charges for that period.
- c. The Electricity Supplier is responsible for the bill content transmitted to the Company.

**13.4.2 Purchase of Electricity Supplier Receivables** When an Electricity Supplier elects to use Company Consolidated Billing, the Company will purchase the Electricity Supplier's receivables pursuant to Commission rules and regulations and any other provisions of this Tariff.

- (a.) All electricity charges resulting from the Supplier provision of Competitive Power Supply for Customers billed using Company Consolidated Billing will be purchased. The Company will not purchase receivables associated with non-commodity charges or early termination fees (ETF).
- (b.) In the event a Customer is converted from Electric Company Consolidated Billing to Separate (Dual) Billing, Supplier and Company will each be responsible for its own receivables effective as of the start of Dual Billing.
- (c.) The Company will pay all undisputed charges to the Electricity Supplier by the 5th day from due date noted on the consolidated bill in accordance with Schedule 3 of this Tariff.
- (d.) The Company will make payments of funds payable to the Electricity Supplier via electronic payment with remittance advice to a bank designated by the Electricity Supplier. Wire transfer of funds will be made per relevant Commission orders unless other terms are mutually agreed upon.
- (e.) Purchased Electricity Supplier receivables will be treated the same manner as Company charges pursuant to applicable Tariffs.

- (f.) In the event a Customer disputes an Electricity Supplier's charges and notifies the Company, the Company can withhold the disputed amount from that Electricity Supplier until such time that the Company is notified that the dispute has been resolved.
- (g.) If the Electricity Supplier's Customer is on a budget or levelized payment plan, the Company shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan.
- (h.) The Company may add to or deduct from any payments due to Electricity Suppliers amounts that may result from reconciliations, adjustments or recalculations of estimated readings, cancel and rebills or any applicable billing adjustment.
- (i.) The Company shall also purchase account receivables of electricity based on estimated bill. The Company will not purchase accounts receivables incurred prior to the Suppliers election to use Company consolidated billing for that Customer.

**13.4.3 Billing and Payment Data Access.** The Company and the Electricity Supplier shall transmit consumption, billing, and related data to each other using electronic transaction for the purpose of Company consolidated billing

- (a.) The Company shall remit supplier revenue and billing data to the supplier by electronic means.
- (b.) The Supplier shall have access to customer billing and payment information from the Company for the supplier's presently enrolled customers at no cost beyond the tariffed rate.
- (c.) The Company shall provide the Supplier with the same electronic access to customer bill information that it provides to the customer.

**13.4.4 Bill Due Date.** For consolidated billing options, the Electricity Supplier must adopt the same bill due date as the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

**13.4.5 Utility Responsibilities in the event of Supplier Default.** A defaulted Electricity Supplier as defined in Section 6.3 using Electricity Company consolidated billing services remains obligated to provide the Electricity Company with information necessary to allow the Electricity Company to continue consolidated billing through the conclusion of the billing cycle in which the default occurred. The defaulted Electricity Supplier is prohibited from issuing bills to persons who were customers at the time of the default unless specifically authorized by the Commission.

- (a.) A request to authorize an Electricity Supplier to bill directly may be made to the Commission by the Company or the applicable Electricity Supplier.
- (b.) The defaulted Electricity Supplier and the Company shall continue to abide by the Supplier Coordination Agreement.

**13.5 Electricity Supplier Consolidated Billing.** The issues of the supplier's qualifications to provide

a consolidated billing service and their ability to purchase Company receivables have not been determined. Should any Electricity Supplier elect to provide Electricity Supplier Consolidated Billing, the Commission has determined that the issues of purchase of receivables and the qualifications of the Electricity Supplier to provide consolidated billing must be considered prior to any Electricity Supplier Consolidated Billing being implemented.

**13.6 Billing and Payment Programs.** The Company has the following programs that may impact Customer bills.

**13.6.1 Budget Billing Plan.** The Company will continue to offer the Budget Billing Plan for its charges. Customers seeking to enroll in or terminate from, the Budget Billing Plan must do so by contacting the Company. If a Customer is enrolled in the Company's Budget Billing Plan and switches to an Electricity Supplier, the Company will perform a final budget reconciliation to remove the commodity charges from the budget bill amount. The Company's portion of the budget bill amount will be based solely on its regulated charges and, at the Company's discretion, may include amounts required to true-up (or settle) any excessive accumulated deviation from the budget plan. Such true-up may occur immediately or during the Company's regular budget review periods. The Company will make budget billing available for Supplier charges. If the Supplier elects to include a budget amount on the Company's consolidated bill, the Supplier must provide budget billing information in a manner consistent with current regulations and EDI standards to be included on the consolidated bill.

**13.6.2 Direct Debit Plan and Auto Pay.** The Company will continue to offer the Direct Debit and Auto Pay programs for all charges billed on a Company rendered bill. Customers seeking to enroll in, or terminate from, these programs must do so by contacting the Company.

**13.7 Taxes.** In accordance with Commission procedures, the entity that originates the charge is responsible for, and shall remit and file taxes applicable to its charges.

**13.7.1 Company Tax Responsibilities.** The Company is responsible for calculation, collection and remittance of gross receipts taxes, franchise tax on delivery service, and State and local energy taxes assessed on delivery service or other products and services provided by the Company.

**13.7.2 Supplier Tax Responsibilities.** The Electricity Supplier is responsible for calculation, collection if applicable and remittance of State and sales taxes assessed on all products and services provided by the Electricity Supplier.

**13.7.3 Tax Exemptions.** Where Customers are exempt from taxes, it is the responsibility of both the Company and the Electricity Supplier to separately procure any required tax exemption certificates from the Customer.

## **14.0: COMPANY-SUPPLIED METERING SERVICES**

**14.1 Meters.** The Company shall provide Standard Metering Services and Company-owned Electric Metering Equipment in accordance with the Company's prevailing retail service tariff on file with the Commission, as said tariff may be revised by the Company from time to time. This section shall not apply to the extent Article 14 applies.

**14.2 Reading.** This section shall not apply to the extent Article 14 applies. All Customers shall have their electric energy deliveries metered and read in accordance with applicable Commission regulations and Company procedures. Electricity Supplier shall pay all charges associated with special meter reads, which shall be made only for data collection and informational purposes and not for purposes of determining a date for the switching of a Customer to Competitive Power Supply.



**14.3 Non-standard Metering.** This section shall not apply to the extent Article 14 applies. The Company shall own and install equipment for any Electricity Supplier requesting Company owned Non-standard Metering. The Electricity Supplier shall pay all costs associated with the removal and testing of any existing electric metering equipment, the installation and testing of the Non-standard Metering equipment, and all incremental costs of Non-standard Metering services above those charges that the Company has included in its tariffs for standard metering. The Non-standard Metering will be used for determining loads starting with the first Meter Read Date following the installation. The Company shall provide, but the Electricity Supplier shall pay, for the installation, operation and maintenance of the required compatible communication/telephone link in order to transmit the metered information to the Company. As long as it does not interfere with the Company's operations, the Electricity Supplier may opt to install their own communication link for their own interrogation purposes, with such link being to separate equipment that would read, translate, and/or store data provided by a pulse-initiator that is attached to the meter. In addition, at the Electricity Supplier's request and with written authorization from the Customer, the Company will provide, if feasible, on-site pulse outputs through an isolation relay or similar equipment, at the Electricity Supplier's expense based on the Company's actual time and material costs, that will allow the Electricity Supplier near real-time access to energy consumption data. Any meter installed and owned by the Company shall be used for billing, capacity obligation determination, transmission obligation determination, and energy reconciliation. All meters used for billing, whether required by the Company or requested by the Electricity Supplier, will be maintained and tested by the Company in accordance with Commission regulations. Additional metering services requested by the Electricity Supplier or the Customer and approved by the Company will be provided at charges as provided by the Company.

**14.4 Meter Testing.** In addition to any meter testing that is performed in compliance with Commission regulations, upon the Electricity Supplier's written request which shall include the Customer's authorization to pull the meter for testing, the Company will test designated electric meter(s) used for billing. In the event a test requested by the Electricity Supplier establishes that a Company-owned electric meter is registering inaccurately by more than the applicable Commission tolerances and requirements, as may be revised by the Commission from time to time, the costs of said tests shall be borne by the Company. Any Company-owned electric meter found to be inaccurate by more than the applicable Commission tolerances and requirements, or is otherwise found to be defective, shall be adjusted, repaired or replaced, at the sole cost and expense of the Company. The cost of testing a meter at the request of the Electricity Supplier, which is determined to be operating within applicable Commission tolerances and requirements and not found to be defective, will be borne by the Electricity Supplier. The Electricity Supplier shall pay the costs set forth in this Tariff for such testing.

## **15.0: NON-UTILITY-SUPPLIED METERING SERVICES**

**15.1: Availability** With written authorization from the Customer, an Electricity Supplier may request and pay for non-utility owned metering for their Customer under the provisions as stated under the Metering and Meter Reading "MMR" Rider of the Company's retail tariff.

## **16.0: SYSTEM OPERATION**

**16.1 Curtailment.** The Company shall have the right to curtail, interrupt or reduce the Electricity Supplier's supply of electric energy and the right to disconnect the Electricity Supplier's Customers whenever the Company determines, or when the Company is directed by PJM, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's facilities; to maintain the safety and reliability of the Company's electrical system; as directed by governmental authorities; or due to Emergencies, forced outages, potential overloading of the Company's transmission and/or distribution circuits, or Force Majeure. Any other provisions of this Tariff that may seem to contradict this right shall be subordinated to this right. Curtailments and/or disconnects will be carried out in a nondiscriminatory manner with respect to a Customer's Electricity Supplier.

**16.2 Reasonable Efforts.** The Company shall use reasonable efforts to: minimize any scheduled curtailment, interruption or reduction to the extent practicable under the circumstances; provide the Electricity Supplier with prior notification of any such curtailment, interruption or reduction, to the extent practicable; and resume service as promptly as practicable following elimination of the condition causing the disconnection, curtailment, interruption or reduction.

**16.3 PJM Requirements.** The Electricity Supplier acknowledges and agrees that it will cooperate with the Company so that the Company will be in compliance with all PJM Emergency Operations Procedures as defined in the PJM Operating Manual, which include, but are not limited to, those procedures pertaining to minimum and maximum generation emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction or full interruption of Customer load by either manual or automatic means.

## **17.0: CONFIDENTIALITY OF INFORMATION**

**17.1 Generally.** All information made available by the Company to the Electricity Supplier in connection with the provision of Utility/Supplier Services, including, but not limited to, rate class load profile data, and information regarding computer or communications systems owned or leased by the Company, shall be used only for the purposes of receiving Utility/Supplier Services and providing Competitive Power Supply under this Tariff to Customers in the Company's service territory. An Electricity Supplier shall not disclose such information to third parties without the Company's prior authorization and/or consent.

**17.2 Customer-Specific Information.** The Company will not provide to the Electricity Supplier Customer-specific information, without the Customer's written consent, except for information as allowed by the Commission for bill collection or credit rating reporting purposes or pursuant to Section 7.1 and 7.2 of this tariff. The Electricity Supplier shall keep all such Customer-specific information supplied by the Company confidential unless the Electricity Supplier has the Customer's written authorization to do otherwise.

## 18.0 DISPUTE RESOLUTION

**18.1 Informal Resolution of Disputes.** The Company and Supplier shall use good faith efforts to informally resolve all disputes arising out of the implementation of this Tariff, the provisions of the Utility/Supplier Services, and/or carrying out of Supplier Responsibilities.

**18.2 Recourse.** Complaints or disputes that are not satisfactorily resolved between the parties may be filed with:

Executive Secretary  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, Maryland 21202

or

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, Maryland 21202  
(410) –767-8028  
1-800-492-0474

**19.0: FORCE MAJEURE.** Neither the Company nor the Electricity Supplier shall be considered to be in default in the performance of its obligations under this Tariff, except obligations to make payments, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of, and not the result of the fault or negligence of, the affected party, including, but not limited to, strike, lockout, or other labor difficulty, acts of the other party or its agents/contractors, riot, civil insurrection, war (whether or not declared), fire, flood, earthquake, unusually severe weather, government orders preventing performance or materially adversely affecting the affected party, acts of God, and other causes of a similar nature (a “Force Majeure Event”). If a party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. The settlement of strikes and labor disturbances shall be wholly within the discretion of the party experiencing that difficulty. Economic hardship of either party shall not constitute a Force Majeure Event under this Tariff. Computer problems shall not constitute a Force Majeure Event under this Tariff.

## 20.0: REGULATORY AUTHORIZATIONS AND JURISDICTION

**20.1 Compliance with Applicable Legal Authorities.** The Company and the Electricity Supplier are subject to, and shall comply with, all existing or future applicable federal, state, and local laws, all existing or future Commission orders or regulations or other duly authorized actions of governmental authorities having jurisdiction over such matters. Company will not violate, directly or indirectly, or become a party to a violation of any applicable federal, state or local statute,

regulation, rule or order in order to provide service to Electricity Supplier. The Company's obligation to provide service is subject to the condition that all requisite governmental and regulatory approvals for the provision of such service will have been obtained and will be maintained in force during such period of service. The Electricity Supplier acknowledges and agrees that the Company may need to act in response to governmental or civil authority directives which may affect Customer load. The Electricity Supplier agrees to cooperate with the Company in order to comply with said directives.

**20.2 Change in Applicable Legal Authorities.** This Tariff is subject to change in the future to reflect any FERC-required changes in the pricing mechanism, structure and/or operations of PJM, or successor entity, and to reflect any relevant changes required by the Commission or other Maryland State agency having jurisdiction, or by virtue of any federal or state law or regulation, and such changes shall be deemed to be binding upon the parties, except where the right to terminate is exercised in accordance with the terms of this Tariff.

## **21.0: LIMITATION OF LIABILITY**

**21.1 General Limitation Of Liability.** The Company shall have no duty or liability with respect to Competitive Power Supply before it is delivered by an Electricity Supplier to the Company's distribution system. The Company shall have the same duty for distribution service to Customers receiving Competitive Power Supply as to those receiving electric energy and capacity from the Company. In no event shall either party be liable to the other for any consequential, indirect, or special damages suffered by the other party arising from activities conducted pursuant to this Tariff or related Agreements.

**21.2 Limitation Of Liability For Service Interruptions And Variations.** The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may interrupt or limit the supply of service, on a non-discriminatory basis with respect to suppliers, for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is not liable for any loss, costs, damages, or expense to the Electricity Supplier as a result of such interruptions or limitations of supply or for any other reasons beyond the Company's control. The Company also is not liable for any loss, costs, damages, or expense to the Electricity Supplier by failure to supply or by interruption, reversal, reduction, surge, or fluctuation in supply caused by events beyond the control of the Company or any cause except gross negligence or willful misconduct of the Company.

**21.3 Additional Limitations Of Liability In Connection With Competitive Power Supply.** Other than its duty to deliver Competitive Power Supply subject to the provisions of this Tariff, the Company shall have no duty or liability to the Electricity Supplier providing Competitive Power Supply arising out of or related to a contract or other relationship between the Electricity Supplier and a Customer of the Electricity Supplier. The Company shall implement Customer selection of the Electricity Supplier consistent with Commission rules and regulations and shall have no liability to the Electricity Supplier arising out of or related to switching or not switching Electricity Suppliers except in the event of gross negligence or willful misconduct of the Company.

## **22.0: MISCELLANEOUS PROVISIONS**

**22.1 Notices.** All filings pertinent to this tariff should be made to :

Executive Secretary  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

**22.2 No Prejudice of Rights.** The failure of either party to insist on any one or more instances upon strict performance of any provisions of this Tariff, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**22.3 Fluctuations.** Electric delivery service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the Company's delivery system. Should such fluctuation or disturbance be caused by the Customer the Company may discontinue service to the Customer causing the fluctuation or disturbance or require the Customer to modify their installation and/or install approved controlling devices. The Electric Supplier hereby recognizes the potential for service discontinuance under this provision and waives any claim for lost profits or similar damages relating to such discontinuance.

Where the use of current is intermittent or subject to violent fluctuation, the Company reserves the right to base the measured Demand applicable to a Supplier's capacity obligation upon a five (5) minute period, or to add to the measured Demand, as determined under the measured Demand provision of the applicable Service Classification, an amount equal to sixty-five percent (65%) of the rated capacity in kilowatts of apparatus having fluctuating or intermittent current requirements.

**22.4. Interruptible Service.** Interruptible services provided by Suppliers to Customers with loads in excess of 1 MW must be reported to the Electric Delivery Service provider within 17 calendar-days of the Customer's signing up for the service from their Supplier.

**22.5 Customer Curtailment by Supplier.** The Supplier will notify the Company at least twenty minutes in advance of requesting a Customer to curtail load that is in excess of 1 MW.

## SCHEDULE 1 – PROCESSING FEES AND CHARGES

### Company Charges (to Supplier)

- 1) Administrative and Processing Fee  
for administrative simplicity, charged based on \$.20 per bill issued by Delmarva that contains charges of the Electricity Supplier.
- 2) Unscheduled Meter Read
  - a) Non-interval  
\$25.00 per meter read
  - b) Interval  
Actual Cost (based on time and material) per meter read with a cap of \$100.00.  
(Provisions exist to permit, upon mutual agreement, a third party to provide this service at Supplier's expense.)

*This special meter reading service shall be for data collection or informational purposes only. Such special meter reading service shall not be used to expedite a Customer's switch to an Electricity Supplier or to return to the Company's electric supply services. Nor shall this service be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Electricity Supplier's additional expense.*
- 3) Meter Testing (requires Customer authorization)
  - a) Non-interval  
\$30.00 per meter test
  - b) Interval  
Actual Cost (based on time and material) per meter test with a cap of \$500.00.  
(Provisions exist to permit, upon mutual agreement, a third party to provide this service at Supplier's expense.)
- 4) Meter Exchange of Non-Utility Owned Meter  
Actual Cost (based on time and material) per meter.

### Supplier Charges (to Company)

Consolidated Billing Charge: None

## SCHEDULE 2 – SYSTEM LOSS FACTORS

Energy Loss Factors (used for hourly energy settlement)

<b>Service Type</b>	<b>Loss Factor</b>
Secondary	1.07438
Primary	1.04532
Transmission	1.02861

Demand Loss Factors (used for annual PLC calculations):

<b>Service Type</b>	<b>Loss Factor</b>
Secondary	1.07820
Primary	1.05669
Transmission	1.03193

Secondary Service - Single phase or three phase circuits carrying a nominal voltage of 480 volts or less between any two conductors.

Primary Service - Single phase or three phase circuits carrying a nominal voltage of 2,400 volts to 34,500 volts between any two conductors.

Transmission Service - Single phase or three phase circuits carrying a nominal voltage in excess of 34,500 volts between any two conductors.

**SCHEDULE 3 - DISCOUNT RATE FOR PURCHASE OF RECEIVABLES  
PROGRAM – DELMARVA MARYLAND**

- 1) The initial (unadjusted) Discount Rate for Residential Service Customers served under Schedules R, R-TOU-ND, and DPL Maryland Electric and Non-Residential Customers Type I and Type II, served under Schedules SGS-S, GS-SH, GS-WH, ORL, TN, and OL, and SGS-S, LGS-S and GS-P respectively, and Hourly Priced Customers served under schedules LGS-S, GS-P and GS-T, of the Retail Electric Service Tariff is calculated as follows:
  - a) The Uncollectible Expense Component percent is calculated by dividing the Electric Supplier uncollectible expense associated with each rate schedule by the electricity revenues billed for all Electricity Suppliers for that rate schedule. The Late Payment Revenue percent is calculated by dividing the Electric Supplier Late Payment Revenue associated with each rate schedule by the electricity revenues billed for all Electricity Suppliers for that rate schedule.
  - b) The Program Development and Operation Costs Component percent will be set at zero at this time.
  - c) The Risk Component percent is set to zero at this time.
  - d) The initial Discount Rate is derived by adding the net Uncollectible Expense Component (a), the Program Development and Operation Cost Component (b), and the Risk Component (c).
  
- 2) The Reconciliation Component is calculated on the Imbalance separately for residential and non-residential customers. Imbalances are recorded in a balancing segment regulatory asset or regulatory liability and represent the differences between cumulative costs eligible for recovery and discount amounts for purchased receivables. During its disposition, an Imbalance earns interest at the same rate as is paid on customer deposits pursuant to Sections 20.30.01.04 and 20.30.02.04 of the Code of Maryland Regulations as determined annually by the Public Service Commission. Such rate is adjusted for taxes, when the Imbalance represents an under-collection of costs to the Company.



The Reconciliation Component rate is calculated by dividing the Imbalance, including interest earned or owed, separately for residential and non-residential customers by the estimated electricity revenues billed for all Electricity Suppliers for those rate schedules.

- 3) If there are unrecovered costs associated with the purchase of eligible Electricity Supplier receivables and an insufficient number of Electricity Suppliers are using Company consolidated billing to support the recovery of those costs, the Company is permitted to impose a charge on Electricity Suppliers to recover such costs.
- 4) The Discount Rate (after the first year of service) is derived by updating the initial rate calculated above and adding the Reconciliation component.
- 5) The Discount Rate is as follows:

<u>Rate Schedule</u>	<u>Discount Rate</u>
Residential – Schedules R & R-TOU-ND	2.1428%
Type I – Schedule SGS-S, GS-SH, GS-WH, TN, ORL & OR	0.0000%
Type II – Schedules SGS-S, LGS-S, & GS-P	0.0000%
Hourly Priced Customers – Schedules LGS-S, GS-P, & GS-T	0.0000%