

## **Residential Time-of-Use Pilot Program (“Pilot”) Objectives**

The primary goal of the Pilot is to determine if Time-of-Use (“TOU”) rates offer cost savings to customers who reduce energy use during peak hours or shift their energy use from peak to off-peak hours.

### **Pilot Eligibility**

- The Pilot is open to existing Delmarva Power Maryland Residential Standard Offer Service customers who have been selected by Delmarva Power and who affirmatively elect to participate in the Pilot or those who voluntarily decided to opt-in to the Pilot. Customers with a third-party supplier are not eligible for the Pilot.
- Customers must have an active smart meter capable of registering interval usage, and at least 12 months of interval data at their current address.
- Customers must not have a medical certification on file with the Company.
- Customers must not be currently engaged with virtual Net Energy Metering or participating in the Community Solar Pilot Program.
- Participation in the Pilot by Individual NEM customers (as opposed to virtual NEM customers, where more than one account is being credited) will be limited to up to 10% of the total Pilot participants.

Customers who would like to enroll in the Pilot may visit [delmarva.com/peaksavers](http://delmarva.com/peaksavers) for more information, or call 1-877-728-3781.

### **Survey Incentives**

Enrolled participants will be asked to take an enrollment survey and will receive a \$25 gift card after completion of the survey. Participants who choose to stay enrolled with the Pilot rates for the entire two-year Pilot period will be asked to take a survey at the end of the Pilot and will receive another \$25 gift card after completion of the second survey.

### **Pilot Term**

The Pilot will be effective for a period of two years, beginning with the customers’ first bill cycle falling on or after April 1, 2019, or until such earlier time that the customer decides to opt out of the Pilot rates. Customers will have the option to remain on the Pilot rates for a full year following the end of the two-year Pilot period. Customers may leave the Pilot at any time during the two-year Pilot period without penalty but will not be allowed to return to the Pilot. At the end of a customer’s Pilot participation, the customer will be placed on Residential Service Schedule “R”.

### **Billing Months & Rating Periods**

- Summer (June 1 through September 30)  
Peak hours will be between the hours of 2pm and 7pm, excluding weekends and holidays.
- Fall/Winter (October 1 through May 31)  
Peak hours will be between the hours of 6am and 9am, excluding weekends and holidays.

Holidays include New Year's Day, Rev. Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day, as designated by the Federal Government.

## Customer Agreement

1. BY SUBMITTING YOUR ENROLLMENT, AND / OR BY PARTICIPATING IN THE RESIDENTIAL TIME-OF-USE PILOT PROGRAM (THE "PILOT"), YOU, THE CUSTOMER, CERTIFY THAT YOU ARE A NAMED DELMARVA POWER ACCOUNT HOLDER AND YOU AGREE TO THE TERMS OF THIS CUSTOMER AGREEMENT.
2. The incentives you will receive in consideration for participation are as detailed under the heading "Survey Incentives" in the Pilot description. Delmarva Power may, upon approval from the Maryland Public Service Commission, modify the incentive structure.
3. If you are an individual NEM customer, the following terms will apply: (i) you will be billed for net consumption in the on-peak and off-peak periods, respectively, (ii) any net generation within the on-peak and/or off-peak periods will carry forward each month and be applied to future consumption, and (iii) as directed by an order of the Maryland Public Service Commission, in the normal April true-up process, any cumulative net generation will be paid out at the off-peak rate regardless of what period it relates to.
4. You will have the right at any time to terminate the Pilot by notifying Delmarva Power in writing or by telephone. Such termination will be effective at the start of your next Delmarva Power billing cycle and may be delayed if an emergency event occurs. If you terminate the Pilot before the two-year Pilot period is over, you will not be permitted to return to the Pilot.
5. You understand that Delmarva Power reserves the right to modify the terms of the Pilot subject to approval from the Maryland Public Service Commission. You will receive notice of any such Pilot modification. Your continued participation in the Pilot following notice of such change will be considered acceptance of such modification.
6. You understand that Delmarva Power will send communications, as-needed, that will provide an overview of the Pilot, any Pilot modification, and other important information. You hereby consent to receiving such communications from Delmarva Power.
7. You understand and acknowledge that the Pilot is for the purpose of determining whether the Pilot rates offer customers cost savings and, therefore, that Delmarva Power does not and cannot guarantee that you will experience cost savings by participating in the Pilot. In addition, you acknowledge that the rates for your electricity supply under the Pilot will be adjusted seasonally and the rates for electric delivery may change during the Pilot, subject to approval from the Maryland Public Service Commission.
8. This Customer Agreement constitutes the entire agreement between you and Delmarva Power and is consistent with Delmarva Power's Tariff filed with the Maryland Public Service Commission. No undertaking, representation, or warranty made by any agent or representative of Delmarva Power in connection with the Pilot will be binding on Delmarva Power except as expressly included herein.
9. The Pilot is subject to the Delmarva Power Residential Time-of-Use Pilot Program "R-TOU-P" Tariff. In addition, all other Delmarva Power Tariff terms and conditions for furnishing electric service remain in full force and effect, and this Customer Agreement does not alter or modify those Tariff terms and conditions.
10. By submitting your enrollment and/or participating in the Pilot, you also:

Agree that Delmarva Power may use information from your Pilot surveys to evaluate and improve its products and services.

Certify that the information you have provided as part of this application process is truthful and that you meet the minimum eligibility requirements. Delmarva Power may terminate these terms and conditions and not enroll you, or terminate your enrollment, in the Pilot if you are not truthful in the information you submit as part of these terms and conditions, if you do not satisfy eligibility requirements, or for any other reason at Delmarva Power's sole discretion. You acknowledge that you are participating in the Pilot on a voluntary basis.

*Failure to insist on strict performance of the terms will not operate as a waiver of any subsequent default or failure of performance. If any part of the above is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed ineffective and the remainder of this Customer Agreement will continue in effect. No joint venture, partnership, employment, or agency relationship exists between you and Delmarva Power as a result of this Customer Agreement.*

### Company Privacy Policy

<http://www.exeloncorp.com/privacy-policy>

### Company Terms of Use

<http://www.exeloncorp.com/terms-and-conditions>