

**TARIFF PAGE FOR THE DPL - MARYLAND ELECTRIC TARIFF****CURRENT UPDATE**

Internet update on or before: July 28, 2017

Tariff changes effective: Rider "SOS" Type II - Standard Offer Service Usage on and after September 1, 2017.

Total Pages (+ Cover): 158; Total Leafs: 144 (Includes 1-28, 28a, 44a, 45a, 47a, 47b, 48a, 67a, 70a, 102a, 105a, 105b, 105c, 108a, 109 - 144).

Reason for the Tariff Changes: Rider "SOS" Type II - Standard Offer Service Usage on and after September 1, 2017.

Case/Order No. Reference(s): Rider "SOS" Type II- Standard Offer Service effective September 1, 2017.

Leaf Nos. changed in this update: Cover Page, Table of Contents, Page Nos. 47 and 50-51.

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**LAST UPDATE**

Internet update on or before: July 13, 2017

Tariff changes effective: Environmental Surcharge effective July 1, 2017.

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Reason for the Tariff Changes: Environmental Surcharge Usage on and after July 1, 2017.

Case/Order No. Reference(s): Environmental Surcharge effective July 1, 2017.

Leaf Nos. changed in this update: Cover Page, Table of Contents, Page Nos. 45, 46-52, 54.

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## SERVICE CLASSIFICATION "CS"

COMMUNITY SOLAR PILOT PROGRAM

## A. Availability

This tariff is available to Subscriber Organizations that have been approved by the Maryland Public Service Commission to participate in the Community Solar Pilot Program (the "Pilot Program") as set forth in Maryland Public Utilities Article § 7-306.2 and Subtitle 62 of Title 20 of the Code of Maryland Regulations. Once approved, a Subscriber Organization can apply with the Company to interconnect Community Solar Energy Generating System ("CSGES") with the stated intent to participate in the Pilot Program. The size of the Pilot Program is limited and access to the Pilot Program will be provided on a first-come-first served basis.

The Pilot Program shall begin the earlier of the date of submission of an Interconnection Application for a CSEGS to the Company or January 18<sup>th</sup>, 2017. The Pilot Program will end three (3) years thereafter.

Using the Company's Community Energy Community Net Metering ("CNM") rider, the Company's distribution customers in the State of Maryland, regardless of rate classification or energy supplier, are provided the opportunity to participate in the development of distributed solar generation by purchasing a Subscription to a portion of the electricity produced by a Community Solar Energy Generating Facility from a Subscriber Organization. For each Subscription, the Customer will receive a CNM credit on their monthly bill from the Company.

## B. Pilot Program

Subject to Program Capacity Limitations, as set-forth below, the Electric Company will accept applications to participate in the Pilot Program and administer the Pilot Program's queue for the duration of the Pilot Program.

The following table sets forth the annual capacity limits under the Pilot Program for the Company. Updates to the status of the Company's Pilot Program's queue and capacity limits can be found at [www.delmarva.com/greenpowerconnection](http://www.delmarva.com/greenpowerconnection).

Program MW Capacity	Small/Brownfield/Other	Open	LMI
Year 1	2.0	2.6	2.0
Year 2	2.0	2.6	2.0
Year 3	1.0	1.3	1.0

Acceptance of a CSEGS into the Small/Brownfield/Other, Low and Moderate Income (LMI), or Open categories will be in accordance with definitions and procedures set-forth in COMAR Section 20.62. Participation in the Pilot Program for existing systems will also be limited as set-forth in the COMAR Section 20.62. Existing systems are generators granted permission to operate on or before May 15, 2016.

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 Filed March 31, 2017

Effective April 1, 2017

Filed in Compliance as Approved by the Commission  
At the March 29, 2017 Administration Meeting













The CSEGS shall conform to the National Electrical Code and the applicable codes of the local public authorities. Special attention should be given to the National Electrical Code Sections 690 and 705.

J. Cessation of Parallel Operation

The CSEGS must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company's primary source. The CSEGS must also cease parallel operation upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company's system maintenance or operation. The Company shall not be liable for damage or injury to any person or property caused by failure of the CSEGS to operate in compliance with Company's requirements.

K. Failure to Comply

If the CSEGS fails to comply with any of the requirements set forth in sections H and I above, the Company may disconnect the CSEGS's service from the Company's electric system until the requirements are met.

L. Definitions

Capitalized Terms not defined in the Definition of Terms of the Company's Maryland Electric Tariff are as defined in Maryland Public Utilities Article § 7-306.2 or in Section 20.62 of the Code of Maryland Regulations.

































































RIDER "MMR"

METERING AND METER READING RIDER

A. Purpose

The purpose of this Metering and Meter Reading Rider (the "Rider") is to permit certain new and existing commercial and industrial Customers with the opportunity to participate in a program whereby the Customer may choose a third party provider of metering and meter reading services. Upon Customer's written authorization, an Electricity Supplier, as defined by the Public Utilities Companies §1-101(j) of the Maryland Code ("Electricity Supplier"), shall also have the option to purchase and own metering equipment, as delineated in this Rider, on behalf of the Customer. Metering owned by either the Customer, or an Electricity Supplier with the Customer's consent, shall be classified as "Non-Utility owned metering". For purposes of this Rider, the Customer or the Electricity Supplier owning the metering equipment shall be classified as the "Non-Utility Meter Owner".

B. Availability

This Rider is available to:

- (1) Customers eligible for or taking service from the Company under Service Classifications "LGS-S", "GS-P", or "GS-T", and
- (2) Who have a peak demand of at least 300 kW, and
- (3) Who execute an agreement with Delmarva under which Delmarva will have rights of access and easements, with the terms of such agreement being consistent with Section D "General Provisions" of this Rider.

C. Metering Equipment and Meter Reading Credit

During the Customer's participation in this program where the Customer, or an Electricity Supplier with the Customer's consent, has installed their own metering equipment, Delmarva will provide the Customer with a monthly Metering Equipment Credit based on the average avoided cost for the type of metering equipment installed at the Customer's facilities. A one time initial fee based on the average net book value (net of salvage) of the type of meter installed at the customer's facility will be charged to existing customers currently provided with metering equipment from Delmarva metering who elect to participate in the program.

If, during the Customer's participation in this program, the Customer-Owned metering and associated equipment result in Delmarva being able to read the meter electronically by telephone for billing purposes and the prior meter was read on-site, an additional meter reading credit shall be provided by Delmarva as stated below.

<u>Monthly Metering Equipment Credit ( per Month per Meter)</u>	<u>Monthly Meter Reading Credit ( per Month per Meter)</u>
\$9.51	\$1.70

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RIDER "MMR"METERING AND METER READING RIDER - (Continued)

## D. General Provisions

The following is not intended to be comprehensive and exclusive. Additional terms may be negotiated by either party.

## 1. Term

From installation and activation of meter until termination by either party on 60 days' written notice; such notice not to be made any earlier than 60 days prior to the date that metering becomes available as a competitive service under Maryland law or by order of the Commission.

## 2. Limitation on meters allowed

Meters and associated telemetering equipment must be compatible with Delmarva's MV90 and ITRON protocols and standards to ensure meter reading, meter data interval collection and billing system compatibility and meeting of generally-accepted accuracy and reliability standards for interval metering, including but not limited to ANSI C12 and the Code of Maryland Regulations. All meters shall be sealed and locked between calibrations and each party shall have the right to be present during a calibration of the meter. Delmarva will maintain a list of equipment that meets such protocols and standards. Non-Utility Meter Owners can request additional equipment to be added to the list and the Non-Utility Meter Owner and Delmarva will work together in good faith to develop appropriate procedures for determining that the additional equipment is compatible with Delmarva's MV90 protocols and standards. Any dispute arising under this section that cannot be resolved between the parties shall be taken to the Maryland Public Service Commission for resolution.

## 3. Meter Installation

The Non-Utility Meter Owner will be responsible for meter procurement, installation of the new equipment and removal of the existing equipment. Existing equipment shall be returned to Delmarva in the condition that it existed immediately prior to removal; removal shall not be by means that would damage such equipment. Delmarva will, at the Non-Utility Meter Owner's request and expense, install the new meter, remove the existing meter and return the existing meter to Delmarva. Meter installation shall be performed by a qualified Meter Service Provider (MSP) approved, licensed or certified by an appropriate state agency. Until such time that any MSPs are qualified, meter installations shall be performed by the Company or by a party mutually acceptable to the Company and the Non-Utility Meter Owner. Delmarva has the right but not obligation to inspect plans for installation. Delmarva has the right but not obligation to inspect and /or observe meter installation, set up and initial testing activities. Should any of these services be requested by the customer, Delmarva may charge for these inspection services on a time and material basis. Inspection or failure to inspect, does not render Delmarva liable for any loss or damage resulting from defects in installation, wiring of metering or meter equipment or accidents which may occur on Customer's premises.

Non-Utility Meter Owners who select the telemetering option shall be responsible for installing and maintaining a dedicated telephone line that will permit Delmarva to have telephone access to the meter. Upon mutual agreement, and after telephone, meter and systems compatibility testing is complete, a shared telephone line provided by the Non-Utility Meter Owner may be deemed suitable for telephone access.

Ownership of metering equipment by Non-Utility Meter Owners shall be limited to the meter and telemeter/telephone equipment. Ownership of supplemental components, including but not limited to meter cabinets, test switches, current transformers/potential transformers (CTs/PTs), and associated wiring connections, shall remain with the Company.

## RIDER "MMR"

METERING AND METER READING RIDER - (Continued)

## D. General Provisions - (Continued)

## 4. Customer Responsibilities

The Non-Utility Meter Owner will retain legal title to the meter and telemeter equipment and shall have the duty of and be responsible for the costs of repair, replacement, maintenance, testing, insurance, taxes and risk of loss. The Non-Utility Meter Owner shall provide Delmarva with notification prior to performing testing and or maintenance activities on the meter. Delmarva shall have the right but not obligation to inspect and /or observe meter testing and maintenance activities. Should any of these services be requested by the customer, Delmarva may charge for these inspection services on a time and material basis. The Non-Utility Meter Owner is responsible for repairing or replacing any unsafe, inoperative or defective metering equipment within 5 days of the identification of a defect, or receipt of notice of such a defect.

## 5. Easement and Access Right

Customer and the Non-Utility Meter Owner, if different than the Customer, shall grant rights of access to Delmarva including any necessary easements or license rights across Customer's property in order to permit Delmarva to inspect, test, maintain or read the meter and any associated telemetering equipment, as well as ancillary equipment. Electronic access to the meter shall be by a password-protected system or a similar feature that ensures that Delmarva will always have access to the meter data and will not be denied access as a result of the Non-Utility Meter Owner's interrogation of the meter or the Non-Utility Meter Owner's use of meter data. The Company shall have the right, through password protection, or other appropriate means, to secure the integrity of the portions of telemetering equipment required to record and store information required for Company billing.

## 6. Adjustment of Charges

Similar terms to those in this Tariff will apply to permit the adjustment of charges if it is determined that the Customer-owned meter is slow or fast in excess of the 2% band. Similar terms to those in this Tariff will apply, with the parties switched to permit Delmarva to demand a test of meter accuracy once within an 18 month period at the Non-Utility Meter Owner's expense, and, more often than that with a charge to Delmarva at the same level set forth in this Tariff, except, as also provided in the Tariff, no charge will be made if the meter test shows the meter's inaccuracy to be in excess of the 2% band.

## 7. Mutual Warranties Against Tampering:

Each party warrants to the other that the meter has not been tampered with or deliberately calibrated or set to under-record or over-record usage and that no reprogramming of the meter or software associated with the meter has occurred or will occur that would result in incorrect billing. An intentional breach of this warranty by the Customer or the Non-Utility Meter Owner, if different than the Customer, will cause a termination of the agreement and Customer shall pay all costs of removal of the meter and replacement with a Company-owned meter, and shall pay for the estimated under-recorded usage, including interest at prime plus 2%.

## 8. Indemnification

Each party (the "Indemnifying Party") shall indemnify the other against any claims of third parties arising out of the Indemnifying Party's acts or omissions with respect to the installation, repair, replacement, operation, testing or reading of Non-Utility Owner's meter and any associated telemetering equipment.

RIDER "MMR"

METERING AND METER READING RIDER - (Continued)

D. General Provisions - (Continued)

9. Limitation on Liability

The Non-Utility Meter Owner shall be liable for any physical damage done to Delmarva's systems or equipment as the result of the operation of Non-Utility-Owner's meter and associated equipment.

10. Miscellaneous

All agreements between Non-Utility Meter Owners and the Company shall include provisions for the following: 1.) use of Maryland law; 2.) notices to other party; 3.) informal resolution of disputes by senior officials prior to legal or regulatory actions; 4.) freely assignable with notice but no need for consent; 5.) savings clause for unenforceable term; 6.) no modifications except in writing.

E. Meter Reading

Until such time that the Company and any third party Meter Reading Service Providers ("MRSP") can develop and implement all of the necessary procedures for data transfer, the Company will attempt to read the meter on its scheduled date, and use such meter reading for billing purposes. The Company will forward such information to the Customer's Electricity Supplier in the same manner that the Company does when the Company owns the meter. The Company will work with the MRSPs to set up procedures that conform to the Maryland Metering Working Group guidelines.

F. Dispute Procedure

Unresolved disputes between the Company and Customer concerning service under Service Classification "MMR" may be submitted to the Maryland Public Service Commission for resolution.

G. Rules and Regulations

Except as herein modified, the Rules and Regulations set forth in this Tariff shall govern the supply of service under this Service Classification.

RIDER "SOS"

STANDARD OFFER SERVICE RIDER

A. Availability

Available in the Maryland portion of the Company's service area for the provision of electric supply and transmission services to Customers who do not have an Electricity Supplier for supply and transmission services, as defined in the Customer Choice Act, Section 7-510(C)(2).

Standard Offer Service ("SOS") is available beginning June 1, 2004 for non-residential rate classes and July 1, 2004 for residential rate classes, in accordance with the provisions contained in the Maryland Case No. 8908 Settlement Agreements (Phase I and II) approved by the Maryland Public Service Commission in Order Nos. 78400 and 78710, and in the Code of Maryland Regulations (COMAR) 20.52 Electric Standard Offer Service.

The key features governing the provision of Standard Offer Service for each type of service offered are described in this Rider.

B. Description of SOS Types:

Residential:

Applicable to Customers served under Service Classification "R" and "R-TOU-ND". Customers may leave or return to Rider SOS on their scheduled meter read date without penalty, subject to the Company's Customer enrollment rules and tariffs.

Type I Non-Residential:

Applicable to Customers served under Service Classifications and rate classes: all "SGS-S" Customers except those assigned to Type II Non-Residential, and all Customers served under "GS-SH", "GS-WH", "ORL", "OL" and "TN". Customers may leave or return to Rider SOS on their scheduled meter read date without penalty, subject to the Company's Customer enrollment rules and tariffs. Changes to SOS Types will occur annually and will be effective with the billing month of June.

Type II Non-Residential:

Applicable to Customers served under Service Classifications: "SGS-S" Customers whose measured demand equals or exceeds 25 kW during one or more months within twelve billing months, or whose monthly energy consumption exceeds 6,000 kWh in any two consecutive winter billing months (October through May, inclusive) or whose monthly energy consumption exceeds 7,500 kWh for a single summer billing month, "LGS-S" whose PJM capacity Peak Load Contribution is less than 600 kW, and "GS-P" whose PJM capacity Peak Load Contribution is less than 600 kW. Customers may leave or return to Rider SOS on their scheduled meter read date without penalty, subject to the Company's Customer enrollment rules and tariffs. Changes to SOS Types will occur annually and will be effective with the billing month of June.

## RIDER "SOS"

STANDARD OFFER SERVICE RIDER – (Continued)

## C. Monthly Rate

Customers receiving Standard Offer Service and Hourly Priced Service, as defined in the Rules and Regulations and under the applicable Service Classification, will pay the Delivery Service Charge, Transmission Service Charge and Supply Service Charge including all applicable taxes.

The Distribution, Transmission and Standard Offer Service Charges are stated in the Monthly Charges and Rates table for the Customer's applicable Service Classification. The Charges for Hourly Priced Service are defined under Rider HPS and stated in the Monthly Charges and Rates table for the Customer's applicable Service Classification.

The Standard Offer Service Rate for each Service Classification within each SOS Type, including any usage incurred under associated Riders, will include the following components:

1. The seasonally-differentiated and, if applicable, time-of-use differentiated load weighted average of all awarded electric supply prices for specific services in each year.
2. Retail charges designed to recover, on an aggregate basis, FERC-approved transmission charges and any other PJM charges and costs incurred by the Company.
3. An administrative charge (included in Supply Rates): Residential \$0.00400 per kWh; Type I \$0.00550 per kWh; Type II \$0.00600 per kWh
4. Applicable taxes.

## D. Procurement Cost Adjustment

In addition to the Standard Offer Service rates shown above, for Residential, and Type I and II customers served under Standard Offer Service there will be a monthly SOS Procurement Cost Adjustment (PCA) shown as a separate line item on the Customer's bill. Refer to the HPS Rider for the Hourly Priced Service Procurement Cost Adjustment (HPS-PCA).

The PCA is a \$ per kilowatt-hour rate applied to the Customer's billed kilowatt-hours.

The PCA is an adjustment made in order to true-up the rates customers are billed to reflect the Company's actual costs of providing Standard Offer Service.

A true-up adjustment will be made to the PCA at least three (3) times per year- effective with the June, October and February billing months. These true-ups will revise the PCA based on actual and forecasted collections of SOS revenues by SOS Type and the actual and forecasted cost of providing Standard Offer Service.

The current applicable PCA rate by SOS type is available on the Company's website at [www.delmarva.com](http://www.delmarva.com).

## E. Publication of Standard Offer Service Rates

The Standard Offer Service Rates are shown under the Monthly Charges and Rates table of the tariff and are posted on the Company's website at [www.delmarva.com](http://www.delmarva.com).

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## RIDER "HPS"

HOURLY PRICED SERVICE RIDER

Hourly Priced Service (“HPS”) is the provision of electricity, ancillary, transmission and related services to Customers at rates based on the current market cost in the Company’s Maryland service territory. Hourly Priced Service is available to Customers served under Service Classifications: “LGS-S” or “GS-P” whose PJM capacity Peak Load Contribution is 600 kW or greater, and all Customers served under “GS-T” subject to the conditions described below. Changes to SOS Types will occur annually and will be effective with the billing month of June. The Administrative Credit does not apply to Customers served under Rider HPS.

All changes in Electricity Suppliers as described above must be made pursuant to the Company’s enrollment rules and tariff provisions. See Section II.A – Application for Service for enrollment details.

The monthly Hourly Priced Service charge shall equal the actual cost of providing energy and capacity supply, transmission service, ancillary service, and any other cost element directly related to the Company's HPS load obligation, including an Administrative Charge and applicable taxes. The Company will determine an Hourly Priced Service Procurement Cost Adjustment (“HPS-PCA”) which will reflect the difference between the actual cost of serving Customers under HPS, including any cost adjustments from the PJM Settlement system, and the amount billed to HPS Customers for the same time period. The Company will determine a HPS-PCA Rate by dividing the HPS-PCA amount by the total kilowatt-hour sales of the then current HPS Customers. The HPS-PCA Rate will be applied to each of the then current HPS Customer's sales to determine the credit/charge for the billing month.

## RIDER "HPS"

HOURLY PRICED SERVICE RIDER – (Continued)

The Hourly Priced Service shall be the sum of the following billing components:

1. The Market Hourly Energy Charge shall be determined by multiplying the Customer's hourly load, adjusted for the applicable loss adjustment factor for the Customer's service voltage level, by the hourly integrated real time Load Weighted Average Residual Metered Load Aggregate Locational Marginal Price ("LMP") for the DPL Zone, or its successor for retail load served in Delmarva's service territory, as determined and reported by the PJM Interconnection, LLC ("PJM"). An Administrative Charge of between \$0.00225 and \$0.00300 per kWh and applicable taxes shall be added to provide the Company a return component and reimbursement of actual incremental costs as provided for in paragraphs 79 and 82 of the Phase I Settlement in Maryland Case No. 8908. When a Customer's account does not have interval data, the Customer's Service Classification's load profile data will be used to develop the hourly use by Customer class that will be adjusted for losses. Using the hourly usage and the hourly Load Weighted Average Residual Metered Load Aggregate LMP, or its successor, a Customer class average daily energy rate plus the above Administrative Charge per kWh will be developed which will be applied to the Customer's kWh usage for each day.
2. The Monthly Ancillary Charge shall be determined by multiplying the Customer's energy usage for the billing month, adjusted for losses, by the previous month's average cents per kWh ancillary service cost for HPS Customers in the DPL Zone as determined and reported by PJM.
3. The HPS Customer will be billed for the cost of capacity, determined by summing over each day during the Customer's billing period the Customer's Obligation in MW multiplied by the daily cost per MW of procuring capacity. The daily capacity procurement cost shall be in dollars per MW-day, based on capacity purchased to cover HPS shortages and any penalties or deficiency charges and broker fees accruing for the day of the calculation.
4. The Transmission Service Charge shall be as provided in the "Transmission Rate" and/or the "Transmission Demand Rate" components of the applicable Service Classification under which the Customer is receiving Delivery service.
5. The Hourly Priced Service Procurement Cost Adjustment (HPS-PCA) shall be applied to the HPS Customer's bill, when applicable, as stated above.

The market hourly Locational Marginal Prices used for the Hourly Priced Service are available on the PJM internet web site: [www.pjm.com/pub/account/lmp/index.html](http://www.pjm.com/pub/account/lmp/index.html). In the event the Customer wishes to track or estimate its costs under this service, it is the Customer's responsibility to construct, operate and maintain, at its sole expense, all communications structures, equipment, and any other apparatus necessary to ensure its timely receipt of the market hourly energy prices and market daily capacity prices for the Customer's use in operating its facility.

RIDER "AC"

ADMINISTRATIVE CREDIT

This Rider is applicable to Customers served under Service Classifications and rate classes: "R", "R-TOU-ND", "SGS-S", "GS-SH", "GS-WH", "LGS-S", "GS-P", "OL", and "ORL", except for Customers that are subject to Rider "HPS" – Hourly Priced Service. Customers served under these Service Classifications and rate classes will receive the applicable credit each month based on SOS type (i.e. Residential, Type I, and Type II). The purpose of this Rider is to return to all Customers receiving distribution delivery service, a portion of the SOS Administrative Charge revenues received from Customers served under Standard Offer Service Rider.

The credits paid to Customers under Rider "AC" will be calculated in accordance with Paragraphs 12(c), 31(b), 50 (b) and 68 (b) of the Phase I Settlement Agreement in Case No. 8908.

The credit, by SOS type, is a \$ per kilowatt-hour rate and is applied to the Customer's billed kilowatt-hours.

A true-up adjustment will be made to Rider "AC" at least three times per year – effective with the June, October and February billing months. These true-ups will revise the credits to Customers based on actual and forecasted collections of the Administrative Charge and payments of the Administrative Credit.

The current applicable Administrative Credit by SOS type is available on the Company's website at [www.delmarva.com](http://www.delmarva.com).

## RIDER "S"

STANDBY SERVICE

## A. Applicability

Applicable, except as noted below, when part or all of the Customer's electric or other power requirements, including all retail sales for station power, normally are supplied by its own power producing equipment, or on-site generation, that is operated in parallel with the Company's delivery system and standby electric service is required.

Applicable in conjunction with Service Classification Rate "X" and Rider "EP", when the qualifying cogenerator or power producer elects to sell electricity to the Company under the designated excess power provision of the tariff.

Not applicable to Customer's generators or sources of power where the Customer's needs would otherwise be provided under a service classification and whose self-generated power does not exceed 60 kilowatts.

Not applicable to Customers served under Rider "SWEGS", whose own needs would otherwise be provided under a residential or general service classification.

Not applicable to Customer having on-site generation on or before May 1, 2004, until the effective date of rates approved in the Company's next distribution rate case.

## B. Contract Term

All contracts for service under this Rider shall be effective for not less than one calendar year, with automatic year-to-year extensions until terminated. A contract for any initial period of more than (1) year may be required if special investment by the Company is necessary.

## C. Character of Service

The service supplied under this Rider will be Delivery Service of a type normally provided under the Company's standard retail rates for Customers with Electricity Suppliers and for Customers receiving service under the Company's combined Electric Supply & Delivery Service. Customers with Electricity Suppliers must receive all of their Supply, Ancillary and Transmission services from that supplier. For Customers receiving service under the Company's combined Electric Supply & Delivery Service, the Supply, Ancillary and Transmission services supplied under this Rider will be of a type normally provided under the Company's standard retail rate.

## D. Monthly Charges

1. Service Classification - A Customer receiving Standby Service from the Company will be billed under the applicable Service Classification: "R", "RTOU-ND", "ORL", "OL", "SGS-S", "LGS-S", "GS-P", or "GS-T". The applicable Service Classification will be determined based on the total electric usage and load of the Customer's premise regardless of the source of the supply, as well as the Availability provision under the Service Classification. The Customer, subject to the Company's enrollment rules and tariff provisions, may opt for the Company's combined Electric Supply & Delivery Service, or Delivery Service only, as defined under the Company's "Definition of Terms".

## RIDER "S"

STANDBY SERVICE – (Continued)

## D. Monthly Charges – (Continued)

2. Delivery Service Billing – The Distribution Charge under the Delivery Service Charges in the Monthly Charges and Rates will be applied to the electric usage and load of the premises including both the kilowatt-hours and kilowatts provided by the Customer's on-site generation, discounted by 20 percent, and the total kilowatt-hours and kilowatts provided by the Company or by an Electricity Supplier. When the Power Factor provision under the Customer's Service Classification is applicable, the power factor charge or credit will only be applied to the kilowatts delivered by the Company. In addition, the Environmental Surcharge and the Franchise Tax will only be applied to the kilowatt-hours and kilowatts delivered by the Company.
3. Company's Combined Electric Supply & Delivery Service Billing – In addition to the Delivery Service Billing as stated above in paragraph D.2, the Transmission Service Charge, the Ancillary Service Charge and the Supply Service Charge in the Monthly Charges and Rates will be applied to the kilowatt-hours and kilowatts supplied by the Company to a Standard Offer Service Customer.

## E. Metering

The Customer will furnish and maintain, or, at the Customer's option, the Company will provide at the Customer's expense, Company-approved metering and communications equipment, necessary to allow the Company to monitor and meter the output of the Customer's on-site generation power sources, and to communicate this information to the Company and, as required, to the independent system operator. Any Customer-provided metering equipment will be subject to the terms of Section VIII of the Company's Rules and Regulations, and Rider "MMR" if applicable. If the Customer's own power producing equipment is non-electrical, the Customer must provide the Company with sufficient operating information and records to estimate contract standby electrical requirements.

## F. Parallel Operation

The Company is not liable for any loss, cost, damage or other expense to any party resulting from the use or presence of electric current or potential which originates from a Customer's generation facilities. Protective equipment shall be installed and maintained at the expense of the Customer, in accordance with specifications furnished by the Company. Such protective equipment will be required in any interconnected operation with a Customer. The Customer shall enter into an interconnection agreement with the Company (and with the independent system operator if applicable) covering the facility and operational requirements of parallel operation, including the Company's Technical Considerations Covering Parallel Operations of Customer Owned Generation ("Technical Requirements").

RIDER "S"

STANDBY SERVICE – (Continued)

G. Public Service Company Franchise Tax

In addition to the charges provided for under this Rider, the Maryland Public Service Company Franchise Tax shall apply to all kilowatt-hour sales delivered by the Company hereunder before the application of the Maryland Sales Tax, unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Rider.

**RIDER "SOS PIC/DCA"**  
**SOS PHASE IN CREDIT / DEFERRED COST ADJUSTMENT RIDER**

**A. Availability**

The SOS Phase In Credit (PIC) and Deferred Cost Adjustment (DCA) are applicable to residential customers who affirmatively choose to receive the SOSPIC (“opt in”) during the designated opt in period between May 1, 2006 and May 26, 2006. Residential customers were be given an additional opportunity to opt in to the Phase-In Program from July 1, 2006, through July 15, 2006.

The DCA is intended to phase in, over the above noted period, the effect of the full SOS increases that became effective on June 1, 2006. However, the SOSPIC and DCA are available to any customers in the eligible classes, regardless of whether they are receiving SOS from the Company.

Customers taking service under this Rider shall be obligated to remain on this Rider through the entire Deferral and Recovery Periods specified in Paragraphs B and C, below. In the event that a Customer who has opted to be served under the terms of this Rider subsequently chooses to obtain Supply service from an Electricity Supplier during any part of the period specified in Paragraph B below, the terms of this Rider shall still apply for service provided by the Company during that period. The SOS Credit SC, however, shall apply to all Maryland Residential customers.

**B. SOS PIC Monthly Rate**

The SOS Phase In Credit is a cent per kilowatt-hour credit, as specified in the schedule below, applied to the customer’s monthly usage during the Deferral Period of June 1, 2006 through May 31, 2007.

<u>Service Classification</u>	<u>SOS Phase In Credit (\$/kWh)</u>		<u>Deferred Cost Adjustment (“DCA”) *</u>
	<u>Jun 1, 2006 – Feb 28, 2007</u>	<u>Mar 1, 2007 - May 31, 2007</u>	<u>Jun 1, 2007- Nov 30, 2008</u>
R			
Summer	\$(0.005581)	\$ -	\$0.010900
Winter	\$(0.027927)	\$(0.012581)	\$0.010900
R-TOU-ND			
Summer	\$(0.005804)	\$ -	\$0.011550
Winter	\$(0.028365)	\$(0.013547)	\$0.011550

\* Estimated based on forecasted average customer usage. DCA rate may be adjusted based on actual usage during the deferral period.

**C. Deferred Cost Adjustment (“DCA”)**

All amounts credited to Customers’ bills through the SOS Phase In Credit will be accumulated in a balancing account. After the end of the Deferral Period, the amount thus accumulated will then be returned to the Company in Deferral Cost Adjustment (DCA) charge over 18 months (Recovery Period). This charge will be added to Customers’ bills starting with monthly bills issued in June 2007. The net amount of the PIC credits and DCA charges will be tracked for each participating customer. If a final bill is rendered to an individual customer for any reason, during either the Deferral Period or the Recovery Period, this net amount will be due and payable, or credited as applicable, immediately in such final bill. However, if a participating customer terminates service and immediately re-establishes residential service within the Company’s Maryland service territory that Customer will be required to continue to participate in the Phase-In Program. At the end of the Recovery Period any aggregate over recovery or under recovery of the DCA amount will be credited or charged, as applicable, to participating residential electric customers over a 12 month period.

**D. SOS Credit (SC)**

The Company will provide to all of its Maryland Residential customers an additional one-time credit in Rider AC of \$0.001434 per kWh with bills rendered during the September 2006 billing month. This credit is intended to return to residential customers a total amount of \$306,762. Any over or under-refunding of this amount will be trued up as an adjustment to the Residential Administrative Credit Rider “AC” at the end of the Deferral Period.

RIDER "RDCS"

RESERVED DELIVERY CAPACITY SERVICE RIDER

A. Availability

This Rider is available to customers taking service under Service Classifications LGS or GS-P that contract with the Company to reserve capacity on alternate delivery service facilities to be used when the normal delivery service is unavailable. The Company does not guarantee continuous uninterrupted electric service or continuous uninterrupted electricity flow to the Customer's facility. This Rider does not provide preferential treatment during system emergencies or system restorations. Availability of this Rider is subject to the economic and technical feasibility of the reservation, operation, administration or installation of required Company equipment. The Company, at its sole discretion, reserves the right to limit the total reserved delivery service capacity by geographic area served under this Rider on the Company's electric system. This rider is applicable to customers requesting reserved delivery capacity on or after August 16, 2007.

This Rider is designed for the reservation of capacity on an alternative delivery service on the Company's electric system. A Customer who desires dedicated electric service should refer to Sections VII and XVII of the Rules and Regulations for the applicable tariff provisions.

This Rider is not available for standby or back-up service for generation operating in parallel with the Company's delivery system.

B. Contract Term

The Customer shall execute an agreement for each alternative reserved delivery service provided under this Rider. Each agreement shall be for a minimum initial term of five (5) years, and thereafter for successive periods of five (5) years, unless written notice to terminate is given by either party at least two (2) years prior to the expiration date. More specific termination terms may be included in the written contract.

C. Additional Facilities to Provide Reserved Delivery Capacity

The Customer shall make a Contribution in Aid of Construction, including any taxes associated with the receipt of a Contribution in Aid of Construction, for any additional facilities that are required for the provision of Reserved Delivery Capacity. If a Customer receives Reserved Delivery Capacity Service through existing facilities and the Company determines that new facilities are required to continue that Service, the Customer shall be required to provide a Contribution in Aid of Construction, including any taxes associated with the receipt of a Contribution in Aid of Construction, for such facilities. The customer shall be notified at least 90 days before a required upgrade and will have the option of paying for the upgrade or forgoing reserved capacity on a second source. If automated transfer is in place, it must be disconnected if the customer decides not to pay for the upgrade and/or the monthly reserved delivery charge.



## RIDER "RDCS"

RESERVED DELIVERY CAPACITY SERVICE RIDER

## D. Monthly Charge and Rate

For a Customer served under this Rider, the Reserved Delivery Service Charge per month shall be equal to the Distribution Charge under the Delivery Service Charges in the Monthly Charges and Rates applied to the load in Kilowatts and discounted by the appropriate factor from the table below.

Service Classification	LGS	GS P
New Facilities	76.30%	68.92%

## E. Metering and Associated Equipment

When any additional metering and associated equipment is needed to participate under this Rider, such installation shall be at the Company's sole discretion and such total cost, including applicable tax, shall be at the Customer's expense.

## F. Public Service Company Franchise Tax

In addition to the charges provided for in this Rider, the Maryland Public Service Company Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax, unless the Customer is exempt from such tax.

## G. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Rider.

RIDER "E-MD"  
EmPower Md. Charge

A. Applicability

This rider is applicable to Service Classifications "R", "R-TOU-ND", "SGS-S", "LGS-S", "GS-P", "GS-T", "ORL", "OL", and "TN". Amounts billed to customers shall include a surcharge to reflect demand-side management program costs. Rider "E-MD" will be determined annually by service classification based on projections of demand-side management program costs and PJM market earnings (including an adjustment for variances between budgeted and actual prior year expenditures) and forecasts of kilowatt hour sales.

B. Monthly Charge and Rate

<u>Service Classification</u>	<u>Rate (\$ per kilowatt-hour)</u>
"R" and "R-TOU"	\$0.006786/kWh
"SGS", "TN", "SH, "WH"	\$0.008635 /kWh
"LGS"	\$0.008635 /kWh
"GS-P"	\$0.008635 /kWh
"GS-T"	\$0.008635 /kWh
"ORL", "OL"	\$0.008635 /kWh

This surcharge will be effective with the billing month of January 2017 and will be revised on or before January of each subsequent year to reflect each year's costs. The rider will be applied each year thereafter, and will include cost and revenue effects, effective with the billing month of January.

C. Determination of Surcharge

The surcharge (in dollars per kilowatt hour) will be computed by dividing the total annual amount to be recovered for each service classification group by forecasted Maryland retail sales (in kilowatt hours) for that class.

The total amount to be recovered (R) is computed in accordance with the following formula:

$$R=A+B+C$$

RIDER "E-MD"  
EmPower Md. Charge(Continued)

Where A is amortization (paragraph (c), below), B is the capital cost recovery factor (CCRF) (paragraph (d), below) and C is the current year expense (paragraph (e), below). The surcharge will be computed for billing purposes in accordance with the procedure described below:

- (a) Current year program costs will be determined by reference to budgeted and projected utility costs minus projected PJM market earnings. Program costs include program design costs, implementation contractor expenses, education costs, marketing costs, rebate and buy-down costs, utility incentives, capital costs, measurement and verification (M&V) and evaluation costs applicable to the conservation and demand side management programs.
- (b) The unamortized balance of program costs for each prior year will be determined as of the beginning of the year by subtracting accumulated amortization from cumulative program costs at that date. Such costs and amortization are recorded in a Demand-Side Recovery Account.
- (c) For the conservation programs, amortization for the year will be based on a five year amortization period and will be the sum of (i) 20% of estimated current year program cost, and (ii) unamortized balance of program cost for each prior year (as of the beginning of the period) divided by the remaining years in the amortization period (including the current period). NOTE: Through this mechanism, the second through fifth years of amortization related to a given year's program costs will reflect a true-up for any variance between actual and originally projected costs or sales in that year. The demand response program component of the EmPower Md. Charge will be calculated in a similar method as noted above in (i) and (ii), with the costs recovered through two different amortization schedules, which are based on the classification of expenses. Costs associated with equipment installation are amortized over a 15 year period. Program marketing and evaluation costs are amortized over a 5 year period.
- (d) The Capital Cost Recovery Factor (CCRF) will be computed for billing purposes by monthly application of the last Commission-authorized rate of return on rate base in a base rate proceeding to the unamortized balance of program costs as of the beginning of the month, plus one-half of current month program costs. The CCRF will be recalculated with each annual update of the tariff with no compounding.
- (e) For demand response programs, operations and maintenance expenses will be expensed annually.

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Filed February 25, 2010

Effective with the Billing Month of March 2010

Filed in Compliance with Letter Order Dated January 22, 2010  
And with Approval at the 02/24/2010 MD PSC Administrative Meeting

RIDER "R-DLC"  
RESIDENTIAL DIRECT LOAD CONTROL RIDER

A. Availability

RESIDENTIAL CYCLING SERVICE - This rider is applied to and is a part of Schedules "R" and "R-TOU-ND" when a residential distribution customer volunteers for this demand response resource program subject to the provisions listed below.

B. General Provisions

1. The customer will allow the Company to install, own, and maintain either a smart thermostat(s) or radio controlled switch(es) and associated equipment on the customer's central air conditioner or central heat pump equipment for the purpose of the Company's cycling control over the operation of those appliances as described below.

2. Customer may select one of the following three demand response options:

- RESIDENTIAL DLC-50% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off for 15 minutes of each half hour period.
- RESIDENTIAL DLC-75% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off for 22.5 minutes of each half hour period.
- RESIDENTIAL DLC-100% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off completely during each half hour period.

3. The Company may exercise cycling control whenever required for any of the following reasons:

- 1) to test cycling equipment,
- 2) in response to a PJM dispatcher request to activate the program,
- 3) in response to local DPL supply constraints, or
- 4) in response to regional energy market prices.

Participant override of cycling events will be limited to two events annually and are not permitted during PJM initiated cycling events.

4. Customers may only participate in one direct load control program at a time.

**RIDER “R-DLC”**  
**RESIDENTIAL DIRECT LOAD CONTROL RIDER – (Continued)**

C. Contract Terms and Billing

1. The customer will receive the following applicable bill credits while participating in the program. The Annual Fixed Credit is paid proportionally during the June through October billing months. In exchange for the One Time Enrollment Installment Credit, participants will be required to remain enrolled in the program option for at least one year. The Enrollment Credit will be credited to the participant after the cycling equipment has been installed.

**Demand Response Options Per Controlled Device**

	<b>DLC-50%</b>	<b>DLC-75%</b>	<b>DLC-100%</b>
<b>One Time Enrollment Installation Credit</b>	\$40.00	\$60.00	\$80.00
<b>Annual Fixed Credit</b>	\$40.00	\$60.00	\$80.00

2. Customers who are eligible for Dynamic Pricing and who participate in Rider R- “DLC” are also eligible to participate in Rider “R-DLC”, are also eligible to participate in Rider “DP” Dynamic Pricing – Peak Energy Savings Credit. Customer participants in both programs will receive the Rider “R-DLC” enrollment credit and the specified Rider “R-DLC” annual fixed credit that is paid proportionally over the months of June through October. Customer participants in both programs will only be eligible for additional Rider “DP” Peak Energy Savings Credit calculated in accordance with Rider “DP”. If the Peak Energy Savings Credit is greater than the Rider “R-DLC” monthly billing credit paid during a specific billing month during June through October the additional Rider “DP” credit will equal the difference between the monthly Rider “DP” credit and the Rider “R-DLC” credit.
3. Cost recovery established through Rider “E-MD”.
4. The Customer holds DPL harmless for any damages resulting from participation in the program.
5. Delmarva Power & Light’s incentive will be determined monthly beginning January 2009. It will be equal to a tiered percentage basis between residential ratepayers and the Company of the benefit components of wholesale capacity revenue, wholesale energy revenue and wholesale capacity price mitigation. Prior to the Company receiving any incentive, Delmarva Power & Light will file information with the Commission to demonstrate that its customers are receiving net benefits sufficient to offset the recovery charge.\*

Megawatts	Incentive
0 – 15	0.00%
16-30	0.00%
31-43	5.00%
44 -53	5.75%
54-66	6.50%
67+	7.75%

\*This incentive may be revised by the Commission.

RIDER "RRC"  
RGGI RATE CREDIT

A. Availability

This rider is applicable to Service Classifications "R" and R-TOU-ND".

B. Credit

Under this Rider, customers in the applicable Service Classifications shall receive a monthly bill credit on a dollar per customer basis, funded through Regional Greenhouse Gas Initiative ("RGGI") auction proceeds and other monies included in the Maryland Strategic Energy Investment Fund pursuant to Chapters 127 and 128 of the Acts of the General Assembly of 2008.

The credit shall commence with the Billing month of June 2009 and shall be subject to update and true up on a quarterly basis.

The current applicable credit is available on the Company's website at [www.delmarva.com](http://www.delmarva.com).

RIDER "NR-DLC"  
NON-RESIDENTIAL DIRECT LOAD CONTROL RIDER

A. Availability

NON-RESIDENTIAL CYCLING SERVICE - This rider is applied to and is a part of Schedules "SGS", "TN", "SH", "WH", "LGS", "GS-P", "GS-T", "ORL" and "OL" when a non-residential distribution customer volunteers for this demand response resource program subject to the provisions listed below.

B. General Provisions

1. The customer will allow the Company to install, own, and maintain either a smart thermostat(s) or remotely controlled switch(es) and associated equipment on the customer's central air conditioner or central heat pump equipment for the purpose of the Company's cycling control over the operation of those appliances as described below.
2. The customer's central air conditioning or central heat pump equipment must be compatible with the smart thermostat and/or control switches used by the Company for this program.
3. Customer may select one of the following three demand response options:
  - o NON-RESIDENTIAL DLC-50% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off for 15 minutes of each half hour period.
4. The Company may exercise cycling control whenever required for any of the following reasons:
  - 1) to test cycling equipment,
  - 2) in response to a PJM dispatcher request to activate the program,
  - 3) in response to local DPL supply constraints, or
  - 4) in response to regional energy market prices.

Participant override of cycling events will be limited to two events annually and are not permitted during PJM initiated cycling events.

5. Customers may only participate in one direct load control program at a time.

**RIDER "NR-DLC"**  
**NON-RESIDENTIAL DIRECT LOAD CONTROL RIDER – (Continued)**

**C. Contract Terms and Billing**

1. The customer will receive the following applicable bill credits while participating in the program. The Annual Fixed Credit is paid proportionally during the June through October billing months. In exchange for the One Time Enrollment Installment Credit, participants will be required to remain enrolled in the program option for at least one year. The Enrollment Credit will be credited to the participant after the cycling equipment has been installed.

**Demand Response Options Per Controlled Device**

	<b>DLC-50%</b>
<b>One Time Enrollment Installment Credit</b>	\$80.00
<b>Annual Fixed Credit</b>	\$80.00

2. Cost recovery established through Rider "E-MD".

3. The Customer holds DPL harmless for any damages resulting from participation in the program.















COMMUNITY NET ENERGY METERING  
PILOT PROGRAM  
RIDER "CNM"

A. Availability

This rider is available to the Company's distribution customers in the State of Maryland, regardless of rate classification and energy supplier. This rider provides customers the opportunity to participate in the development of distributed solar generation by purchasing a Subscription to a portion of the electricity produced by a Community Solar Energy Generating Facility ("CSEGS") from a Subscriber Organization. For each Subscription, the customer will receive a Community Net Metering Credit ("CNM Credit") on their monthly bill from the Company.

Subscriber Organizations must be approved by the Maryland Public Service Commission to participate in the Community Solar Pilot Program (the "Pilot Program"). Subscriber Organizations approved by the Commission will be assigned a Subscriber Organization Identifications Number. Approved Subscriber Organizations will be listed on the Maryland Public Service Commission website which can be found at [www.psc.state.md.us](http://www.psc.state.md.us).

In addition, each CSEGS must be accepted into the Pilot Program by the Electric Utility in which the CSEGS is located. Additional information on the Pilot Program, including a list of CSEGSs that have been accepted into the Pilot Program, can be found on the Company's website at [www.delmarva.com/greenpowerconnection](http://www.delmarva.com/greenpowerconnection).

B. Subscriptions

A customer may have Subscriptions to more than one CSEGS, but no more than four, and may also participate in net-metering. A customer may only subscribe to a CSEGS that is located in the same service territory as the Customer.

A customer may not subscribe for greater than 200% of their baseline annual usage, including any net-metered customer-generator, if applicable. The customer's Baseline Annual Usage is the total of the customer's previous 12 months of electricity use in kilowatt-hours at the time the Company is notified of the Subscription or of a change in the Customer's Subscription. If the customer does not have 12 months of electric energy use in kilowatt-hours at this time, then the Baseline Annual Usage may be estimated based on a mutually agreeable method subject to approval by the Maryland Public Service Commission.

The Company is not a party to and does not have access to any contractual arrangements among the Subscriber Organization, the CSEGS Owner(s), and the Subscribers.

C. Community Net Metering Credit (Cnm Credit)

A customer taking service on any electric Tariff Schedule shall be billed the same charges that would be assigned if the Subscriber were not participating in the Pilot Program.

For each Subscription, a customer will receive a monthly CNM Credit on their bill that will be the equivalent of their subscription percentage of the CSEGS monthly generation amount applied to all volumetric charges on the Subscriber's bill. The CMN Credit will be used to offset the Subscriber's total bill.

If the Subscriber is with an Energy Supplier and the supplier rate for the Energy Supplier is available, the monthly dollar credit on their bill will be the equivalent of their subscription allocation of the CSEGS monthly generation amount applied to the lesser of:

1. sum of all of the volumetric charges of their Energy Supplier's supply, or
2. sum of all of the volumetric charges of the Company's Standard Offer Service Rate.

If the Energy Supplier's supply rate is unavailable, or the Subscriber has not chosen an Energy Supplier, the Company's Standard Offer Service Rate will be used.

On or before 30 days after the billing cycle that is complete immediately prior to the end of April each year, the Company shall pay each Subscriber for the dollar value of any accrued account balance, if any, adjusted to exclude the distribution, transmission, and non-commodity portion of the customer's bill. The payment shall equal the Subscriber's accrued account balance reduced by the ratio of the Subscriber's total volumetric (kwh) rate for generation to the Subscriber's total volumetric (kwh) supply and distribution. The Subscriber's total volumetric rate for supply shall be the lesser of the Subscriber's supply rate charged by their Energy Supplier, where available, or the Company Standard Offer Service Rate in effect at the time of payment.

The Subscriber Organization is responsible for providing timely and accurate information on Subscriptions to the Company. Subscriptions may not take effect retroactively.

Depending on timing of notification from the Subscriber Organization of the Subscriber's subscription amount, it may take up to two billing cycles before a bill credit is applied to the Subscriber's bill. Updates received by the Company on or before the 10th of each month will be effective the following month. Subscriptions may not take effect retroactively.

The billing period of shall be the customer's customary billing period for service provided under their applicable Rate Schedule.

Concerns with the accuracy of the CNM Credit on a customer's bill should first be addressed with the Subscriber Organization, as the Company is not a party to the arrangement between the customer and the Subscriber Organization.

D. Consumer Protections

Section 20.62 of the Code of Maryland Regulations contains Consumer Protections for potential or existing Subscribers.

E. Dispute Resolution

If a customer has a disputes related to this Pilot Program, the may file a dispute with the Commission's Office of External Relations.

F. Definitions

Capitalized Terms not defined in the Definition of Terms of the Company's Maryland Electric Tariff are as defined in Maryland Public Utilities Article § 7-306.2 or in Section 20.62 of the Code of Maryland Regulations.