

# **SECTION B**

## **ELECTRICITY SUPPLIER COORDINATION TARIFF**



## TABLE OF CONTENTS

1.0:	DEFINITIONS/EXPLANATION OF ABBREVIATIONS .....	1
2.0:	GENERAL TERMS AND CONDITIONS.....	4
2.1	Scope and Purpose.....	4
2.2	Electricity Supplier’s Responsibilities to Customers.....	4
2.3	Tariff to Govern .....	4
2.4	Recourse to the Commission .....	4
2.5	FERC Jurisdiction.....	4
2.6	Electricity Supplier Obligations.....	4
2.7	Electricity Supplier and Company Obligations .....	5
2.8	Control Area Services and Obligations.....	5
2.9	Communications and Data Exchange .....	5
2.10	Record Retention .....	5
2.11	Customer Lists .....	5
2.12	Net Energy Metering .....	6
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.....	8
3.4	Load Scheduling through a Scheduling Coordinator.....	8
3.5	Primary Obligations of Electricity Supplier.....	8
4.0:	COMMENCEMENT AND TERMINATION OF COORDINATION SERVICES .....	9
4.1	Application Process to Company.....	9
4.2	Commencement of Coordination Services .....	10
4.3	Notice of Electricity Supplier Discontinuance to the Company .....	10
4.4	Termination of Coordination Services.....	10
4.5	Effect of Termination.....	10
4.6	Survival of Obligations .....	10
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.....	11
5.5	No Endorsement of Electricity Supplier .....	11
6.0:	NONCOMPLIANCE AND DEFAULT .....	11
6.1	Definition of Noncompliance .....	11
6.2	Events of Noncompliance.....	12
6.3	Supplier Default.....	12
6.4	Cure and Default.....	12

7.0:	CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW.....	13
7.1	Pre-enrollment Information .....	13
7.2	Procedure to Formalize Selection of Electricity Supplier.....	13
7.3	Change of Electricity Supplier.....	14
7.4	Electricity Supplier Drop Processing by the Company .....	14
7.5	Customer Cancellation Request.....	14
7.6	Transaction Error Handling.....	15
7.7	Customer Designation to Control .....	15
7.8	Customer Termination of Service at Existing Account .....	15
7.9	Supplier Discontinuance of Service.....	15
7.10	Effective Date of Discontinuance .....	15
7.11	Account Number Change.....	15
7.12	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 of Measurements for PJM Reporting .....	16
8.5	System Losses.....	16
8.6	Unaccounted for Energy/Residual Load.....	16
9.0:	LOAD RECONCILIATION, CAPACITY, AND TRANSMISSION ACCOUNTING PROCESSES .....	16
9.1	Capacity .....	17
9.2	Transmission.....	17
9.3	Load Forecasting.....	17
9.4	Load Scheduling .....	17
9.5	The Day-After Settlement.....	17
9.6	The 60-Day Settlement/Consumption Energy Imbalance .....	18
9.7	Settlement Beyond 60 Days.....	19
9.8	Settlement Calculations .....	20
10.0:	ACTIVE LOAD MANAGEMENT (ALM) .....	20
10.1	ALM Direct Load Control Programs.....	20
10.2	Credits to Non-PFS Customers.....	20
10.3	Customer Notification.....	20
10.4	Existing Customer Participation .....	20
10.5	Communicating Customer Participation to Suppliers.....	20
10.6	Ownership, Maintenance and Operation of Direct Load Control Devices .....	20
10.7	Activation.....	20
10.8	Economic Activation .....	21
10.9	Activation Notification to Electricity Suppliers.....	21
10.10	Rider 24 – Load Response Program .....	21

11.0:	ELECTRICITY SUPPLIER CHARGES, BILLING, AND PAYMENT .....	21
11.1	Charges for Electricity Supplier Coordination Services .....	21
11.2	Electricity Supplier Payment of Obligations to the Company .....	21
11.3	Billing for Electricity Supplier’s Obligations to Other Parties .....	22
12.0:	RETAIL CUSTOMER BILLING AND PAYMENT COLLECTION .....	22
12.1	Billing Service Services Selection and Changes .....	22
12.2	Meter Reading Information .....	23
12.3	Separate (Dual) Billing .....	23
12.4	Company Consolidated Billing .....	23
12.5	Electricity Supplier Consolidated Billing .....	25
12.6	Billing and Payment Programs .....	25
12.7	Taxes .....	26
13.0:	COMPANY-SUPPLIED METERING SERVICES .....	26
13.1	Meters .....	26
13.2	Reading .....	26
13.3	Non-standard Metering .....	26
13.4	Meter Testing .....	26
14.0:	NON-UTILITY SUPPLIED METERING .....	26
14.1	Availability .....	26
15.0:	SYSTEM OPERATION .....	27
15.1	Curtailment .....	27
15.2	Reasonable Efforts .....	27
15.3	PJM Requirements .....	27
16.0:	CONFIDENTIALITY OF INFORMATION .....	27
16.1	General .....	27
16.2	Customer-Specific Information .....	27
17.0:	DISPUTE RESOLUTION .....	27
17.1	Informal Resolution of Disputes .....	27
17.2	Recourse .....	28
18.0	FORCE MAJEURE .....	28
19.0	REGULATORY AUTHORIZATIONS AND JURISDICTION .....	28
19.1	Compliance with Applicable Legal Authorities .....	28
19.2	Change in Applicable Legal Authorities .....	28
20.0:	LIMITATION OF LIABILITY .....	29
20.1	General Limitation of Liability .....	29
20.2	Limitation of Liability for Service Interruptions and Variations .....	29
20.3	Additional Limitations of Liability in Connection with Competitive Power Supply .....	29
21.0:	MISCELLANEOUS PROVISIONS .....	29
21.1	Notices .....	29

21.2 No Prejudice of Rights..... 29

Schedule 1 Electricity Supplier Charges..... 30

Schedule 2 System Loss Factors..... 31

Schedule 3 Discount Rate for Purchase of Supplier Receivables ..... 32

Exhibit 1 Supplier Coordination Agreement

Exhibit 2 Scheduling Coordinator Designation Form

Exhibit 3 EDI Trading Partner Agreement

Exhibit 4 Electricity Supplier Registration Form

Exhibit 5 Credit Application Form

## 1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS

**Active Load Management or ALM** – the process for arranging to have firm load become interruptible in accordance with criteria established by the PJM Office of Interconnection.

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

**Bankruptcy** – includes, but is 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 Coordination Services.

**COMAR** – the Code of Maryland Regulations of which Title 20 comprises the regulations of the Commission.

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

**Company** – also known as Electric Company or BGE.

**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 required ancillary services provided by an Electricity Supplier to Customers; except that Competitive Power Supply does not include energy, capacity, transmission, or ancillary 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.

**Coordination Services** – those services that permit the type of interface and coordination between Electricity Suppliers and the Company in connection with the delivery of Competitive Power Supply to serve Customers located within the Company's Service Territory, including certain scheduling-related functions and reconciliation.

**Credit Amount** – an amount equal to two months of projected Customer payments to the Electricity Supplier for Company services if the Electricity Supplier provides consolidated billing and Electricity Supplier payments to 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, 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.

**Hourly Service** – electricity supply to be provided by BGE at formula prices to those non-residential customers who are not Standard Offer Service Market-Priced Service customers and, after the initial implementation date of customer choice: (a) contract for electricity with an Electricity Supplier and it is not delivered; (b) cannot arrange for electricity from an Electricity Supplier; or (c) do not choose an Electricity Supplier. In addition, Hourly Service is also provided to those non-residential customers who have been denied service or referred to Standard Offer Service by an Electricity Supplier.

**Deliver** – to tender a document or other item by certified mail, hand delivery, overnight express package delivery service, courier service, facsimile transmission or electronic transmission with return receipt (with the original transmitted by certified mail, hand delivery, overnight express package delivery service, or courier service).

**Electricity Supplier or Supplier** – a supplier of electricity that has been certified or licensed by the Commission to sell electricity to retail 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.

**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.

**Electronic Data Interchange or 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 that 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 electrical 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 without jeopardizing the Company's electrical 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.

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

**Interval Metering** – metering equipment that supplies hourly or sub-hourly kW readings from which billing determinants are derived.

**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 specific locations or zones within PJM, calculated by the PJM OI as specified in the PJM Tariff.

**Meter Read Date** – the date on which the Company reads or estimates a meter for purposes of producing a Customer bill in accordance with the regularly scheduled billing cycles of the Company.

**Month** – a month under this Tariff means one-twelfth of a year, or the period of approximately 30 days between two regular consecutive readings of the Company’s meter(s) installed on the Customer’s premises.

**Non-standard Metering** – Metering requested by an Electricity 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.

**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.

**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.

**Reliability Assurance Agreement or RAA** – the Reliability Assurance Agreement among Load Serving Entities in the PJM Control Area dated June 2, 1997, as amended, modified or supplemented from time to time.

**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) the PJM-approved 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. Also known as Service Area.

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

**Standard Offer Service** – electricity service that the Company must offer to its customers who do not otherwise receive electricity from an Electricity Supplier for periods varying by service type as set by Commission order.

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

**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, that the Supplier charged an individual Customer for a twelve month period or for the portion of a twelve month period that they served an individual Customer.

## 2.0: GENERAL TERMS AND CONDITIONS

**2.1 Scope and Purpose.** This document sets forth the basic requirements for interaction and coordination between the Company as the local distribution company ("Company") and each Electricity 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 Public Service 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 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 PJM applications and agreements;
- c) Submit a completed Application Package to the Company (See Section 4.1);
- d) Satisfy the creditworthiness standards of the Company pursuant to Section 5;
- e) Demonstrate, prior to Customer enrollment, 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 for Customers for whom the Company is performing billing services for the Electricity Supplier. 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

**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 herein.

**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 ("LSE"s) in the PJM Control Area. 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, PJM Reliability Assurance Agreement or the tariff 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 acronym 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 Customer List.** The Company will provide licensed suppliers with a residential customer list on an annual basis. Customers will be notified annually, with their August bill and on the Company website, of BGE's intent to distribute the list to suppliers, and will be given the opportunity to request that their information not be disclosed. The list will include the following data elements:

- a) Account Name
- b) Billing Address

- c) Service Address
- d) Use Type (Gas, Electric, Combined)

The actual costs of producing and distributing the customer list less the actual revenues received from the sale of the list will be included in the Customer List Component of the Discount Rate for Purchase of Electric Supplier Receivables.

## **2.12 Net Energy Metering**

**2.12.1 Net Energy Metering Payment.** A Customer receiving electricity from an Electricity Supplier and participating in Rider 18 – Net Energy Metering of BGE'S Retail Electric Service Tariff who has accrued net excess generation for the twelve-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 twelve-month period ending with the billing cycle that is complete immediately prior to the end of April of that year. Within fifteen 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 twelve months or for the portion of the prior twelve 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 twelve-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 twelve 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 twelve 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 18 – Net Energy Metering of BGE’S Retail Electric Service Tariff. 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:

- a) Account number – eligible “host” account
- b) Account number(s) – aggregated accounts
- c) Start meter reading date
- d) Stop meter reading date
- e) Start index
- f) Stop index
- g) 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 10 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 installed capacity obligation, transmission obligation, import capability, load forecasting, , load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of PJM that 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, whether such actions were or were not authorized by the Electricity Supplier.

**3.2 Designation of a Scheduling Coordinator.** For each Scheduling Coordinator designated, 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 or adds 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 two 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 COORDINATION 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 ("Package") to the Company as directed on the Package.

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

- a) A completed Registration Form fully executed by an Electricity Supplier Representative;
- b) A completed EDI Trading Partner Agreement fully executed by an Electricity Supplier Representative;
- 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 Form 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 Package for Tariff Service.** In the event an Electricity Supplier submits an incomplete Package, the Company will provide written notice to the Electricity Supplier of the Package's deficiency within 10 Business Days of the date of final submission of the Package. An incomplete Package shall not be processed until it is completed and Delivered to the Company.

**4.1.3 Review of a Completed Package.** Following receipt of a completed Package, the Company shall review the Package and conduct a credit review. The Company shall conduct its review and notify the Electricity Supplier of acceptance or rejection within 30 days of receipt of the completed Package, or within a timeframe mutually agreed to by the Company and Electricity 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 Package.** The Company may reject any Package 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 Package within 30 days of written notice of the Package's deficiency.

**4.1.5 Conditional Acceptance of Package.** Where grounds for rejection of an Application Package 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 Coordination Services. If the Electricity Supplier rejects the Company's offer of conditional acceptance under this Section, then its Application Package for Coordination Services will be deemed rejected.

**4.2. Commencement of Coordination Services.** Coordination 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 Electricity Supplier is required to provide the Commission pursuant to Commission regulations and procedures.

**4.4 Termination of Coordination Services.** Coordination 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 no longer serves 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 Services, 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 Retail Electric Service Tariff. The Electricity Supplier may thereafter provide Competitive Power Supply to the Company's System only upon satisfaction of the provisions herein for obtaining Coordination Services and Company approval of a new application.

**4.6 Survival of Obligations.** Termination of Coordination Services 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 Electricity Supplier's ability to pay the applicable Credit Amount, Supplier Coordination Services Charge(s), and/or any applicable penalties included in this Tariff;
- The Electricity Supplier's ability to process and remit applicable 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 Electricity Supplier's required 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 Resources when requested by the Company, if any such failure is not cured within 10 Business Days from receipt of written notice thereof, will constitute a failure to maintain Creditworthy status.

**5.5 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 failure to make payment of any Undisputed Charges for Electricity Supplier services in the time prescribed;
- c) Electricity Supplier 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 10 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.** Registered Electricity Suppliers are required to request pre-enrollment information from the Company as specified in the Communications and Data Exchange provisions in Section 2.9.

**7.1.2 Customer Information.** Supplier requests for Customer information received will include the following information:

- i. Account name;
- ii. Billing address;
- iii. Service address;
- iv. 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. Metered demand; Billed demand;
- xiii. Monthly historical demand for the previous 12 months;
- xiv. Monthly historical consumption for the previous 12 months;

**7.2 Procedure to Formalize Selection of Electricity Supplier.** In order to initiate Competitive Power Supply, the Electricity Supplier will obtain appropriate authorization, including that required by Section 16.2, 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, address(es) and telephone number, 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 7.1 and has provided the written consent required by Section 16.2.

**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. Upon receipt of the electronic file from the Electricity Supplier, the Company will confirm receipt of the file. Within one 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 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 transaction received at least 12 days prior to the Customer's next scheduled Meter Read Date will be effective on that Meter Read Date. Enrollment transactions received less than 12 days prior to the Customer's next scheduled Meter Read Date will be effective on the Customer's subsequent Meter Read Date. 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 Notification of Enrollment.** The Company and the Supplier will provide written notice of enrollment to the Customer entering into a service agreement with the Supplier. For non-residential customers, this notification will occur within one Business Day after the Supplier receives the Company's enrollment response.

**7.3 Change of Electricity Supplier.** If a Customer elects a new 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 that Customer as for the initial Competitive Power Supply. Once the process is complete, the Company will notify the Customer's current Electricity Supplier 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 drop transactions in accordance with this Tariff and applicable Commission rules and regulations. A drop transaction received by the Company at least 12 days prior to the Customer's next scheduled Meter Read Date will be effective on that Meter Read Date. Drop transactions received by the Company less than 12 days prior to the Customer's next scheduled Meter Read Date will be effective on the Customer's subsequent Meter Read Date. 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 Customer Cancellation Request.** On request of a Customer to cancel supply service with the Supplier, a Supplier shall process the Customer's Drop Request for electric service within two Business Days after receipt of the Drop Request.

**7.5.1 Non-Residential Customer Cancellation.** After the third utility business day following a customer request for an Electricity Supplier to cancel supply service, the Customer may contact the Company to verify that the cancellation request submitted by the Electricity Supplier has been processed by the Company. If a Customer's cancellation request has not been processed by the Company, and the Customer requests cancellation of supplier service, the Company shall process a cancellation. If the request is made at least 12 days prior to the Customer's next scheduled Meter Read Date the Drop will be effective on the Customer's next scheduled meter reading date. A request made less than 12 days before the Customer's next scheduled meter reading date shall take effect on the Customer's subsequent scheduled meter reading date.

**7.6 Transaction Error Handling.** An Electricity Supplier shall notify the Company of an enrollment or drop error via EDI transaction no later than 5 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 their enrollment state prior to the erroneous transaction.

**7.6.1 Incumbent Supplier-Identified Erroneous Transactions.** If an erroneous transaction is identified by the incumbent Supplier, the incumbent 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 five 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.

**7.6.2 Electronic Cancel Transactions Received Later Than Five Days.** Electronic Cancel Transactions received from the incumbent Supplier later than five days after the erroneous Enrollment or Drop Transaction is received by the Company will be rejected.

**7.7 Customer Designation to Control.** The Electricity Supplier acknowledges and agrees that the Company will give effect to all Customer requests to change to a new Electricity Supplier, or return to the Company's Standard Offer Service, 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

**7.8 Customer Termination of Service at Existing Account.** If a Customer contacts the Company to discontinue electric service, the Company will notify the current Electricity Supplier of the Customer's discontinuance of service for the account at the Customer's location. If available at that time, 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.

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

**7.10 Effective Date of Discontinuance.** Any discontinuance, except those under Section 7.8 will take effect on a Meter Read Date and in accordance with the provisions of this Tariff.

**7.11 Customer Number Change.** If the Company elects for valid business purposes only to change the account number for a Customer receiving Competitive Power Supply 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.

**7.12 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 peak load contributions and transmission load obligations in accordance with the currently-effective PJM, FERC and Commission rules, regulations, practices and procedures. 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.

**8.2 Load Profiles.** For accounts that do not have Interval Metering, the Company will develop and provide load profiles for various classes or subclasses from the Company's load research. The load profiling methodology may be updated on a periodic basis throughout the duration of the Agreement, and filed with the Public Service Commission for approval. All load profiles and guidelines necessary to allocate energy as well as peak load contributions and transmission obligations 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 provisions of this Tariff. The cost for this service is outlined in Schedule 1.

**8.4 Rounding of Measurements for PJM Reporting.** Units of measurement regarding energy and peak load contributions shall be in accordance with PJM standards.

**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 percentage. The applicable system loss percentages 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 are included in these percentages. Any amendments to these loss percentages will be filed with the Commission, and the FERC if required, provided to the Electricity Supplier, and will 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 advise the Electricity Supplier of proposed changes in these loss percentages upon filing the proposed changes with the Commission.

**8.6 Unaccounted for Energy/Residual Load.** For purposes of allocating energy, peak load contributions, 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 BGE zonal hourly energy. The hourly residual, or mismatch, will be allocated back to all LSEs proportional to their load.
- For peak load contribution calculations, all Customer loads will be summed (after grossing up for system losses as described in Section 8.5) and compared to the PJM BGE zonal obligation for capacity or transmission. The residual, or mismatch, will be allocated back to all LSEs proportional to their peak load contribution.

## **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 the PJM Control Area. 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 contributions 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 with PJM either through direct membership with PJM or through a Scheduling Coordinator.

**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 Supplier's load responsibility (See 9.5.2) submitted by the Company. In the Day-After Settlement, PJM will bill or credit the Electricity Supplier for the difference each hour between (i) any hourly energy amounts supplied by the electric service provider; and (ii) the hourly load responsibility of the Electricity Supplier. The difference will be billed or credited to the 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 may be used to select the appropriate 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 used for energy reconciliation. If not available, usage will be estimated.

**9.5.1.2 Monthly Metered Customers.** The class or subclass 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 Sections 9.5.1.1 and 9.5.1.2 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 Suppliers' and the Company's loads on a non-discriminatory basis in accordance with Section 8.6 of this Tariff.

**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 utilizing the PJM eSchedule submittal preference of "unilateral acceptance by Supplier." Such PJM data submittals will be in accordance with PJM accounting deadlines as outlined in the PJM Operating Agreement. Estimating the load obligation involves statistical samples and estimating error. The financial consequences of such errors shall be addressed and resolved pursuant to PJM procedures. Neither the Company nor the Electricity Supplier shall be responsible to the other for any estimating errors.

**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 or estimated monthly and interval energy usage data have 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 or estimated 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 or estimation 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 Suppliers' and the Company's loads on a non-discriminatory basis in accordance with Section 8.6 of this Tariff.

**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 or estimated, 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. Estimating the load obligation involves statistical samples and estimating error. The financial consequences of such errors shall be addressed and resolved pursuant to PJM procedures. Neither the Company nor the Electricity Supplier shall be responsible to the other for any estimating errors.

**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 Electricity 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 Electricity Supplier.

**9.7.1 Financial Settlement and Billing for Settlements Beyond 60 Days.** In accordance with PJM policy, the Company shall perform calculations to determine the value of reconciliation quantities associated with settlements beyond 60 days and submit those calculations to PJM for billing purposes.

**9.7.2 Dispute Resolution.** Disputes relating to the calculation of financial settlement and billing charges shall be resolved through the PJM dispute resolution process

**9.8 Settlement Calculations.** Settlement calculations will be provided by the Company to Electricity Suppliers upon request.

## **10.0: ACTIVE LOAD MANAGEMENT (ALM)**

**10.1 ALM Direct Load Control Programs.** BGE operates two ALM Direct Load Control programs for Price Freeze Service Customers. The two programs are Rider 5 - Controlled Air Conditioning Service and Rider 6 - Controlled Water Heating Service of BGE's Retail Electric Service Tariff. (These programs are closed to new customers.)

**10.2 Credits to Non-Market-Priced Service Customers.** Customers participating in the ALM Direct Load Control programs who switch to another Electricity Supplier may continue to receive any credits offered by BGE under the Company's Voluntary Active Load Management Program. Alternatively, such Customers have the right to participate in any program offered by their Electricity Supplier, and credit payments, if any, shall be between Customers and their Electricity Suppliers. Credits to Market-Priced Service customers are set forth in Riders 5 and 6 of BGE's electric Retail Service Tariff.

**10.3 Customer Notification.** Electricity Suppliers are responsible for providing Customers with information regarding any changes or impacts to their program participation, including changes in credit payments, resulting from their enrollment with the Electricity Supplier.

**10.4 Existing Customer Participation.** Customers in BGE's ALM Direct Load Control programs will remain active unless they request to be removed from the program. Upon such request, BGE will remove its ALM Direct Load Control device from the Customer's premises at no cost to the Customer.

**10.5 Communicating Customer Participation to Suppliers.** At the time of enrollment, BGE will notify Electricity Suppliers of the number and type of ALM Direct Load Control switch(es) for those Customers being enrolled.

**10.6 Ownership, Maintenance and Operation of Direct Load Control Devices.** BGE will continue to own, operate and maintain its ALM Direct Load Control related equipment, hardware, and software that it has paid for and installed.

**10.7 Activation.** For an Electricity Supplier with Customers who participate in the Company's Voluntary Active Load Management program, BGE will continue to operate the switches in accordance with the rules and requirements of PJM, and will also activate Direct Load Control devices for economic reasons. For such Customers, BGE will capture all capacity, energy and related benefits that may develop within the marketplace via the PJM Interconnection ALM accounting process. For Customers with load profiles, the load profile will not be adjusted for the Electricity Supplier to reflect switch activation. Thus, the load profile for the Electricity Supplier's customer will be the same as for any other Customer in the same profile segment who does not have a BGE ALM Direct Load Control device. For Customers with interval load recorders, energy consumption in each hour will be reported for an Electricity Supplier as if the ALM Direct Load Control device was not activated. BGE will capture all benefits associated with its ALM Direct Load Control program via the PJM Interconnection ALM accounting process. For PFS activation parameters see Riders 5 and 6 of BGE's Retail Electric Service Tariff.

**10.8 Economic Activation.** BGE will activate direct load control devices for economic reasons in a non-discriminatory manner in accordance with the following guidelines.

- The PJM market price (Locational Marginal Price for the BGE zone) will likely be greater than \$100/MWh and expected to increase.
- The duration of the activation will generally be no greater than six hours.
- The activation shall generally cease by 7:00 PM.
- BGE shall refuse any activation that violates its Retail Electric Service Tariff or would, in its sole judgment, cause significant reduction in Customer satisfaction or program participation.

**10.9 Activation Notification to Electricity Suppliers.** Whenever its ALM Direct Load Control devices are activated, BGE will notify all Electricity Suppliers.

**10.10 Rider 24 – Load Response Program (Effective June 1, 2006 through May 30, 2009).** The Company will capture benefits associated with its Load Response Program via the PJM Market Settlements process.

## **11.0: ELECTRICITY SUPPLIER CHARGES, BILLING, AND PAYMENT**

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

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

**11.2.1 Billing Procedure.** Each month, the Company shall submit an invoice to the Electricity Supplier for all Charges for Coordination 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.

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

**11.2.3 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.

**11.2.4 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 that remains unpaid at the time. The total of these charges may not exceed 5%.

**11.2.5 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 that may be due and owing by the Electricity Supplier to the Company against any and all amounts that may be due and owing by the Company to the Electricity Supplier, as a result of the Company’s collection of the Electricity Supplier’s portion of the Customer’s payment pursuant to Section 11.2 hereof, prior to rendering payment or an invoice to the Electricity Supplier.

**11.2.6 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 Coordination 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, at its election, stop processing new Customer enrollments for the Electricity Supplier or 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 all Coordination Services, including enrollment, and the Electricity Supplier will continue to make payments into the escrow account until final disposition of the complaint.

**11.3 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.

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

**12.1 Billing Services Selection and Change:** The Customer has the option to elect either Electric Company Consolidated Billing, Separate (Dual) Electric Company/Electricity Supplier Billing or Consolidated Electricity Supplier Billing options, if available. The Electricity Supplier shall notify the Company of the Customer’s billing service option when notifying the Company of the Customer’s enrollment.

**12.1.1 Billing Service Options.** Electricity Suppliers will have the opportunity to offer the following billing service options:

- a) Separate (Dual) Electric Company/Electricity Supplier Billing (See 12.3)
- b) Electric Company Consolidated Billing - Bill Ready Option (See 12.4)
- c) Consolidated Electricity Supplier Billing – Bill Ready Option (See 12.5)

**12.1.2 Notification of Billing Option Change.** If a Customer’s billing option changes after initial enrollment, the Electricity Supplier must notify the Company of the change at least 10 days prior to the Customer’s scheduled Meter Read Date. If the Electricity Supplier fails to notify the Company 10 days prior to the scheduled Meter Read Date, the billing option change will take effect on the following scheduled Meter Read Date.

**12.1.3 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.

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

**12.2.1 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.

**12.2.2 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.

**12.3 Separate (Dual) Billing.** If a Customer uses 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.

**12.3.1 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.

**12.4 Company Consolidated Billing.** The Company shall render a single consolidated bill with Customer charges for both the Company and the Electricity Supplier separately stated. A monthly billing charge will be applied to each Electricity Supplier for each month that the Company renders bills on a consolidated basis to Customers of that Electricity Supplier, as detailed in Schedule 1 of this Tariff.

**12.4.1 Billing Format – Bill Ready.** If a Customer uses Company Consolidated Billing, 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, for those charges.
- 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
- d) The Company will provide the Electricity Supplier up to four lines, each 80 characters in length, on its standard bill for messages directly related to the calculation or understanding of the Supplier's portion of the bill,

**12.4.2 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 for non-commodity charges or Early Termination Fees.
- b) In the event a Customer is converted from Electric Company Consolidated Billing to Separate 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, net of the discounted amount, calculated 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 stop payment to that Electricity Supplier for that individual account until such time that the Company is notified that the dispute has been resolved. Once resolved, BGE will remit the payments withheld from the supplier during the dispute period. If BGE remitted more funds to the supplier than due, BGE will net that amount against total funds being remitted to the supplier.
  - g) If the Electricity Supplier's Customer is on Budget Billing, the Company shall only be obligated to purchase each month the amount of the monthly installment under the Budget Billing 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 accounts receivable of Electricity Supplier's customer based upon an estimated bill. The Company will not purchase accounts receivables incurred prior to the Suppliers election to use Company consolidated billing for that Customer.

**12.4.3 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.

**12.4.4 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.

**12.4.5 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.

**12.5 Electricity Supplier Consolidated Billing.** The issues of the Electricity 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.

**12.5.1 Combined Gas and Electric Customers.** Electricity Supplier Consolidated Billing is not available to any Customer purchasing their gas commodity from a third party supplier other than the supplier providing the Electricity Supplier Consolidated Bill.

**12.6 Billing and Payment Programs.** The Company may continue to offer the following programs.

**12.6.1 Budget Billing.** The Company will continue to offer Budget Billing for its charges. Customers seeking to enroll in or terminate from Budget Billing must do so by contacting the Company. If a Customer is enrolled in the Company's budget billing program 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, over the remaining Budget Billing cycle, or during the Company's regular Budget Billing review periods, at the Company's discretion. 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.

**12.6.2 BGEasy.** The Company will continue to offer BGEasy for all charges billed on a Company rendered bill. Customers seeking to enroll in, or terminate from, BGEasy must do so by contacting the Company.

**12.7 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.

**12.7.1 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.

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

**12.7.3 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.

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

**13.1 Meters.** The Company shall provide Standard Metering Services and Company-owned electric metering equipment in accordance with the Company's prevailing Retail Electric Service Tariff on file with the Commission, as said Tariff may be revised by the Company from time to time.

**13.2 Reading.** All Customers shall have their electric energy deliveries metered and read or estimated in accordance with applicable Commission regulations and Company procedures.

**13.3 Non-standard Metering.** With written authorization from Customers, Electricity Suppliers may request and pay for Non-standard Metering under the same provisions available to customers in the Company's Retail Electric Service Tariff. If Non-standard Metering is installed, the Customer shall become an hourly Customer for purposes of Sections 8 and 9 of this Tariff.

**13.4 Meter Testing.** In addition to any meter testing that is performed in compliance with Commission regulations, upon the Electricity Supplier's written request, 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 as referenced in Schedule 1. Costs will be calculated and billed under the same terms and conditions as the Company customarily uses for similar requests from full service tariff customers.

### **14.0: NON-UTILITY SUPPLIED METERING**

**14.1 Availability.** With written authorization from Customers, Electricity Suppliers may request and pay for non-utility owned metering for their Customers under the same provisions available to Customers in the Company's Retail Electric Service Tariff. Any applicable costs will be charged in accordance with Schedule 1.

## 15.0: SYSTEM OPERATION

**15.1 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.

**15.2 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.

**15.3 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.

## 16.0: CONFIDENTIALITY OF INFORMATION

**16.1 General.** All information made available by the Company to the Electricity Supplier in connection with the provision of Electricity 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 Electricity 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. To the extent that the Company gains knowledge of an Electricity Supplier's rates, loads, computers and customers, it shall not disclose that information to third parties or anyone within the Company who has no valid and lawful business reason to possess the information.

**16.2 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 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.

## 17.0: DISPUTE RESOLUTION

**17.1 Informal Resolution of Disputes.** The Company and the Electricity Supplier shall use good faith efforts to informally resolve all disputes arising out of the implementation of this Tariff, the provisions of the Electricity Supplier Coordination Services, and/or the carrying out of the Electricity Supplier's responsibilities.

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

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

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

## **18.0: FORCE MAJEURE**

**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, that 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 that 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, including the failure of any year 2000 measures, shall not constitute a Force Majeure Event under this Tariff.

## **19.0: REGULATORY AUTHORIZATIONS AND JURISDICTION**

**19.1 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. The 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 the 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.

**19.2 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, 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.

**20.0: LIMITATION OF LIABILITY**

**20.1 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 distribution service obligation 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.

**20.2 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 Electricity 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, including consequential, indirect or special damages, 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, including consequential, indirect or special damages, 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.

**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 customers to Electricity Suppliers except in the event of gross negligence or willful misconduct of the Company.

**21.0: MISCELLANEOUS PROVISIONS**

**21.1 Notices.** All filings pertinent to this Tariff should be made to:

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

**21.2 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.

**SCHEDULE 1 – ELECTRICITY SUPPLIER CHARGES**

Registration	<i>No charge</i>
Supplier Account Management & Load Profiling and Settlement	<i>\$30/MW/month</i>
<i>(Based on the average daily Electricity Supplier's MW peak load contribution for the month.)</i>	
Switching	<i>No charge</i>
<u>12 Month Load History:</u>	
Consumption History	<i>No charge</i>
Interval Load Data	<i>No charge</i>
<i>(15 minute interval load data for each hour in the prior 12-months)</i>	
Interval Load Data Access Service <i>(optional value-added service)</i>	<i>\$1/Customer account/month</i>
Supplier EDI Testing and Re-Testing <i>(after 225 hrs &amp; if fault of supplier)</i>	<i>\$70 per hour</i>
Dual Billing	<i>No charge</i>
BGE Consolidated Billing Service	<i>\$.50 per monthly bill</i>
Supplier Consolidated Billing	<i>No charge</i>
<u>Off-Cycle Meter Reading:</u>	
Residential	<i>\$20 per read</i>
Commercial	<i>\$30 per read</i>
For interval meters that are telemetered	<i>\$25 per read</i>
For interval meters that require a field read	<i>\$90 per read</i>
<u>Meter Testing:</u>	
Residential	<i>\$45 per test</i>
Commercial	<i>\$65 per test</i>
For an advanced meter	<i>\$90 per test</i>
<u>Meter Removal:</u>	
Residential	<i>\$25 per removal</i>
Commercial	<i>\$65 per removal</i>
For an advanced meter	<i>\$90 per removal</i>
Special Load Data Request	<i>\$70 per hour</i>
Customer List	<i>\$715 per list</i>

**SCHEDULE 2 – SYSTEM LOSS FACTORS**

**Calculation of Losses:** Losses naturally occur as a result of transporting electricity from power plants to the points of utilization. These losses vary with the location and magnitude of the load, as well as, with voltage level, equipment type, wire size, configuration and the location of generation. There are also ‘no-load’ losses associated with energizing transformers.

Resulting loss factors were estimated as follows.

<b>Voltage Class</b>	<b>Loss Percentage</b>
Primary Voltage	
230 kV	0.878%
115 kV	1.622%
34 kV	2.473%
13 and 4 kV	3.660%
Secondary Voltage	6.665%

For each Electricity Supplier serving load within the BGE distribution territory BGE will perform the energy settlement in a non-discriminatory fashion and will allocate losses as shown above.

### **Schedule 3**

## **Discount Rate for Purchase of Supplier Receivables**

The Discount Rate for Purchase of Supplier Receivables (Discount Rate) recovers prudently incurred costs arising from the purchase of Supplier Receivables as part of BGE's Electric Choice Program. The Discount Rate is re-calculated annually and is effective for the 12 months beginning with the purchase of supplier receivables in July pending Commission approval. The Discount Rate will consist of charges based on estimated data for the upcoming July through June period and a reconciliation of estimated and actual data from the prior July through June period (the "Reconciliation Component").

#### **A. Eligible Costs**

1. **Uncollectible Expense Component:** These costs include all uncollectible expenses associated with BGE's obligation to purchase supplier receivables.
2. **Cash Working Capital Adjustment:** These costs include the cash working capital costs required to finance the purchase of supplier receivables.
3. **Program Development Cost Component:** These costs include, but are not limited to the programming, testing and other information technology costs directly associated with COMAR 20.53.
4. **Customer List Component:** These costs include the costs to produce and distribute the customer list less the actual revenues received from the sale of the list.
5. **Risk Component:** Upon approval by the Commission, this component may be paid to the Company for retention by their shareholders to compensate them for the risk associated with the purchase of supplier receivables.

#### **B. Calculation of Discount Rate**

1. The initial (unadjusted) Discount Rate is separated into the Service Types of Residential Standard Offer Service, POLR Type I, POLR Type II and Hourly-Priced Service is calculated as follows:
  - a) The Uncollectible Expense Component percent will be calculated by dividing the estimated Electricity Supplier uncollectible expenses associated with each Service Type, net of Late Payment Revenues, by the electricity revenues billed respective to each Service Type.
  - b) The Cash Working Capital (CWC) Adjustment will initially be based on the CWC adjustment outlined in the Commission's letter order number 119760 dated June 10, 2010. After the initial period, BGE's actual CWC experience from the prior period will be used to establish the CWC adjustment for the current period, if approved by the Commission.
  - c) The Program Development Cost Component percent will be calculated by amortizing the actual programming, testing and other information technology costs directly associated with COMAR 20.53 over two years. BGE will allocate the costs to each Service Type based on the most recently approved Electric Cost of Service Study and will divide those allocated amounts to be recovered by the estimated electricity revenues billed respective to each Service Type for all Electricity Suppliers in each of those years.
  - d) The Customer List Component percent will be calculated by dividing the costs to produce and distribute the customer list less the actual revenues received from the sale of the list by the estimated electricity revenues billed for all Electricity Suppliers for the Service Types for which the list applies.
  - e) The Risk Component percent will be evaluated with each filing.

- f) The initial Discount Rate is derived by adding the Uncollectible Expense Component (a), the Cash Working Capital Adjustment (b), the Program Development Cost Component (c), the Customer List Component (d) and the Risk Component (e).
2. The Reconciliation Component is calculated on the Imbalance separately for each Service Type. 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 equivalent to the interest rate set by the Commission annually for customer deposits held by the Company. The Reconciliation Component rate is calculated by dividing the Imbalance, including interest earned or owed, separately for each Service Type by the estimated billed electric revenues for all Electricity Suppliers for those Service Types.
3. The final Discount Rate is derived by adding up the initial rate calculated in B.1 above to the true-up rate calculated in B.2 above.

The Discount Rate is as follows:

<u>Service Type</u>	<u>Discount Rate</u>
Residential	0.8234%
POLR Type I	1.4218%
POLR Type II	0.0000%
Hourly-Priced Service	0.0000%

BGE will file the calculation of the Discount Rate with the PSC by April 30 of each year with the revised percents to be effective with the purchase of receivables beginning in July pending Commission approval.

If there are unrecovered eligible costs directly associated with COMAR 20.53 and an insufficient number of Electricity Suppliers are using Electric Company Consolidated Billing to support the recovery of those costs, the Company, upon approval from the Commission, may impose a charge on applicable Electricity Suppliers to recover such costs.