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June 4, 2021

***ELECTRONIC FILING***

Andrew S. Johnston, Executive Secretary  
Public Service Commission of Maryland  
William Donald Schaefer Tower  
6 Saint Paul Street, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202-6806

**Re: Supplement No. 479 to P.S.C. Md. G-9: Renewable Natural Gas  
Interconnection Service**

Dear Mr. Johnston:

Baltimore Gas and Electric Company (BGE or the Company) proposes herein Supplement No. 479 to its Gas Service Tariff to offer a renewable natural gas (RNG) interconnection service under Schedule RNG. BGE's proposed Schedule RNG allows producers of RNG to interconnect to BGE's distribution system. Schedule RNG sets forth the terms and conditions of the interconnection service, the process by which an RNG producer will connect to the Company's system, the gas quality standards the RNG producer must meet, and proposed rates to be charged for the interconnection service.

Renewable natural gas is pipeline quality gas derived from biogenic or other renewable sources that is fully interchangeable with natural gas. Organic material, such as manure, food waste, wastewater bio solids or other organic material are broken down in a digester by microbes in an organic process from which biogas is a byproduct. The biogas can then be used to create renewable natural gas, as energy to power the digester itself, or other forms of bioproducts. RNG can include non-energy attributes, including avoided emissions, environmental benefits, and other aspects associated with the production, combustion, use, and transport of the RNG when compared to geologic natural gas. However, BGE is not proposing to purchase any of these non-energy attributes as part of Schedule RNG. RNG is highly valued in the transportation sector, but its attributes are equally valued in the residential, commercial, and industrial sectors to meet heating needs.

RNG is strongly supported by many industry regulators and experts, including the U.S. Environmental Protection Agency (EPA) and the American Gas Association (AGA).<sup>1</sup> In fact, the EPA “encourages the recovery and beneficial use of biogas as a renewable energy resource, including the production of renewable natural gas (RNG) when feasible, as a means of reducing emissions and providing other environmental benefits.”<sup>2</sup> AGA supports federal, state, and regional policies, where technically and economically feasible, that promote greater use of RNG in all sectors of the economy including residential, commercial, industrial use, and marine and surface transportation. AGA supports policies that facilitate RNG projects by providing natural gas utilities with the option to recover their investment and operating and maintenance cost in state utility rate cases, thereby recognizing the public policy benefits of RNG as a pathway for lowering carbon emissions. In fact, as of January 2021, more than 55 natural gas companies in at least 30 different states are interconnecting RNG to their gas distribution systems.<sup>3</sup> In building the proposed Schedule RNG, BGE reviewed several existing RNG interconnection tariffs around the country to understand what is in effect and working.

While Schedule RNG is drafted to accommodate the interconnection of any producer of RNG, the Company is proposing Schedule RNG at this time in order to facilitate the interconnection of a new RNG plant currently under development in Howard County. The RNG plant is being constructed at the Maryland Food Center Authority, which is home to more than 100 food producers and distributors. More than 100,000 tons of food waste per year will be used to produce a volume of RNG equal to the annual usage of about 3,600 homes.

BGE has structured Schedule RNG so that existing customers are not impacted by the new offering. The Gas Quality Standards that BGE is proposing are designed to ensure any RNG entering the distribution system is interchangeable with the conventional natural gas already flowing on BGE’s system for distribution to customers. As a result, customers will see no difference in their natural gas service or operation of their gas applications. In addition, the Company’s proposal is structured to not result in additional costs for existing customers. As such, any RNG Customer will pay the Company in advance for all initial and future infrastructure costs associated with participating under this Tariff schedule, as well as pay a monthly customer charge designed to recover ongoing operations and maintenance costs required to provide this RNG interconnection service.

The proposed Schedule RNG contains the pricing, terms and conditions applicable to any customer wishing to interconnect RNG to BGE’s gas distribution system. However, an Interconnection Agreement will be also be used for purposes of any specific terms and conditions applicable to an individual Schedule RNG customer. The RNG schedule will have a monthly Customer Charge which recovers ongoing operations and maintenance costs associated with providing RNG interconnection service. The proposed Schedule RNG Customer Charge is set based on estimated costs; going forward the Customer Charge will be reset as necessary in gas base rate cases based on actual data. In addition to the monthly Customer Charge, consistent with other

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<sup>1</sup> Other supporters with valuable, publicly available resources include the Coalition for Renewable Natural Gas (*see* [The Coalition For Renewable Natural Gas](#)) and the American Biogas Council (*see* [American Biogas Council | Championing the biogas industry, advancing a biogas future](#)).

<sup>2</sup> *See* [An Overview of Renewable Natural Gas from Biogas \(epa.gov\)](#) .

<sup>3</sup> *Id.*, *see* Appendix A.

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Gas Schedules which require communications between a meter and the Company's systems, a monthly Information Fee will be applied.

Provided in Attachment A are clean and red-lined copies of the relevant pages of BGE's Gas Service Tariff. As changes are necessary to BGE's Gas Supplier Tariff to accommodate the interconnection of RNG production facilities with the Company's gas distribution system, clean and red-lined versions of the impacted pages of the Gas Supplier Tariff are provided in Attachment B.

In order to meet the anticipated customer interconnection service date in late 2021 or early 2022, the Company projects to mobilize for construction later this summer and requests that a decision on Schedule RNG be rendered before the August 1, 2021, effective date to support the overall advancement and success of the project.

Sincerely,

*John C. Frain*

John C. Frain

Attachments

# **Attachment A**

**Supplement 479  
Renewable Natural Gas – Schedule RNG  
(Red-Lined and Clean Tariff Pages)**

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## RENEWABLE NATURAL GAS -- GAS SCHEDULE RNG

### 1. AVAILABILITY:

Available to any Customer who has signed and executed an Interconnection Agreement with the Company for an interconnection to the Company’s Gas Distribution System (“System”) for the delivery of Renewable Natural Gas (“RNG”). Customers that deliver RNG into BGE’s System must do so for a minimum of one (1) year, and termination of the agreement is subject to the terms of the Interconnection Agreement. The maximum volume of RNG that BGE will accept shall be set forth in the Interconnection Agreement.

### 2. RATE TABLE:

	<u>Rate Year 1</u> <u>Effective</u> <u>2021</u>	<u>Rate Year 2</u> <u>Effective</u> <u>2022</u>	<u>Rate Year 3</u> <u>Effective</u> <u>2023</u>
<u>Customer Charge (Per Month)</u>	<u>\$2,925.00</u>	<u>\$2,925.00</u>	<u>\$2,925.00</u>
<u>Information Fee (Per Month)</u>	<u>\$65.00</u>	<u>\$65.00</u>	<u>\$65.00</u>

The Customer Charge shall recover all expenses associated with operating and maintaining the Company’s facilities to interconnect and provide service under this Schedule.

#### 2.1 Extension Provision:

The Customer shall pay to the Company, in advance, all estimated costs necessary to effectuate and maintain the interconnection as outlined in the Interconnection Agreement, including but not limited to, computer programming changes, engineering, equipment and construction (pipes, valves, separators, meters, quality measurement, odorant, and other equipment), land rights, and permits necessary to regulate and deliver gas to and from the point of interconnection. Such estimates will be trued-up to actual costs, and any amounts different will either be refunded to or paid by the Customer.

Application for service under Schedule RNG constitutes permission to install BGE’s Interconnection Equipment on Customer-owned property where such Interconnection Equipment is solely for the Customer’s use or the use of the Customer’s tenant. Suitable rights-of-way obtained by the Customer are required under all other circumstances, including the right to install Interconnection Equipment on property not owned by the Customer.

Schedule RNG continued

The Company shall provide notice, except under emergency conditions, to the Customer if any Company facilities require repairs, upgrade, modifications, or replacement to ensure continued safety and reliability. The cost of all such repairs, upgrades, modifications, or replacements of Company facilities shall be paid by the Customer. If the Customer does not pay any of the above, the Company can deny service under this Schedule.

Any other extension necessary to provide gas service to the Customer under other Schedules shall be subject to the extension provisions in Section 8 Extensions of the Gas Service Tariff.

### **3. GAS QUALITY STANDARDS:**

Gas Quality Standards are specifications meant to ensure that the Renewable Natural Gas (RNG) entering BGE's System will be interchangeable with the natural gas that BGE currently distributes and will not damage BGE's or other BGE customers' equipment. An RNG Interconnect Customer's RNG shall conform to the following quality specifications at the time of receipt at the interconnection point. With advance notice from the Customer in writing, BGE may allow deviations from these standards on a case-by-case basis at its sole discretion

#### **3.1 General Specifications:**

- (a) BGE's Interconnection Equipment will have automatic and remote shut-off capabilities to ensure the following constituents and standards can be adequately monitored at the point of interconnection and the safety and reliability of the System protected. BGE may temporarily discontinue the receipt of RNG if it does not conform to the following specifications.

The following constituents and values will be monitored by BGE via chromatograph and monitored on an hourly basis:

- (i) **Heating Value:** The minimum higher heating value is 970 Btu (gross) per standard cubic foot on a dry basis. The maximum heating value is 1070 Btu (gross) per standard cubic foot on a dry basis.
- (ii) **Delivery Temperature:** The RNG delivery temperature is not to be below 50 degrees F or above 120 degrees F.
- (iii) **Methane:** The gas shall contain a minimum of 95% Methane.
- (iv) **Propane:** The gas shall contain a maximum of 20% Propane.
- (v) **Hydrogen Sulfide:** The gas shall contain no more than 4 PPM Hydrogen Sulfide.
- (vi) **Total Sulfur:** The gas shall contain no more than 16 PPM total sulfur. This includes COS and CS<sub>2</sub>, hydrogen sulfide, mercaptans and mono, di and poly sulfides.

Schedule RNG continued

- (vii) **Carbon Dioxide and Nitrogen:** The gas shall contain no more than 2% by volume of carbon dioxide, not more than 3% by volume of nitrogen, and shall contain no more than 5% by volume of combined nonhydrocarbon gases including, but not limited to, CO<sub>2</sub>, N<sub>2</sub>, and O<sub>2</sub>.
- (viii) **Hydrogen:** The gas shall contain no more than 0.1% by volume of hydrogen.
- (ix) **Oxygen:** The gas shall not contain in excess of 0.3% by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.
- (x) **Hydrocarbons:** The RNG hydrocarbon dew point is not to exceed 45 degrees F at the delivery pressure.

### **3.2 RNG Constituents:**

- (a) Customers shall complete laboratory testing, as described in Section 3.3, for the trace constituents listed in the following table. If testing results do not meet the standards listed in the table below, BGE may temporarily interrupt RNG service as outlined in Section 3.4.

Table 1:

<b><u>Parameter</u></b>	<b><u>Symbol</u></b>	<b><u>Level (all levels Maximums unless otherwise noted)</u></b>	<b><u>Unit</u></b>
<u>Siloxanes</u>	<u>Si</u>	<u>5.0</u>	<u>mg Si/m<sup>3</sup></u>
<u>Hydrogen</u>	<u>H<sub>2</sub></u>	<u>0.1</u>	<u>% vol.</u>
<u>Ammonia</u>	<u>NH<sub>3</sub></u>	<u>0.001%</u>	<u>Mol%</u>
<u>Mercury</u>	<u>Hg</u>	<u>0.08</u>	<u>mg/m<sup>3</sup></u>
<u>Arsenic</u>	<u>As</u>	<u>0.19</u>	<u>mg/m<sup>3</sup></u>
<u>Copper</u>	<u>Cu</u>	<u>0.6</u>	<u>mg/m<sup>3</sup></u>
<u>Oxygen</u>	<u>O<sub>2</sub></u>	<u>0.3</u>	<u>% vol</u>
<u>Propane</u>	<u>C<sub>3</sub>H<sub>8</sub></u>		<u>% vol</u>
<u>Nitrogen</u>	<u>N<sub>2</sub></u>	<u>3</u>	<u>% vol</u>
<u>Methane</u>	<u>CH<sub>4</sub></u>	<u>95*</u>	<u>% vol</u>
<u>Hydrogen Sulfide</u>	<u>H<sub>2</sub>S</u>	<u>4</u>	<u>ppmv</u>
<u>Carbon Dioxide</u>	<u>CO<sub>2</sub></u>	<u>2</u>	<u>% vol</u>
<u>Carbon Monoxide</u>	<u>CO</u>	<u>0.1</u>	<u>% vol</u>
<u>Volatile Organic Compounds</u>	<u>VOC's</u>	<u>5</u>	<u>PPM</u>
<u>Moisture or Water Content</u>		<u>7</u>	<u>Pounds per million cubic ft.</u>
<u>Total Sulphur</u>	<u>S</u>	<u>16</u>	<u>PPM</u>

\* - Minimum level



Schedule RNG continued**(b) Additional Quality Requirements:**

- (i) **Wobbe Index:** The RNG shall have a minimum Wobbe Number of 1255 Btu/ft<sup>3</sup> and shall not have a maximum Wobbe Number greater than 1375 Btu/ft<sup>3</sup>.
- (ii) **Dust, Gums, etc.:** The gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.
- (iii) **Bacteria:** The gas and any associated liquids shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems.

**3.3 Testing Requirements:**

- (a) To ensure adherence to the Gas Quality Standards, testing required under this Schedule will be performed by the RNG customer using independent, certified third-party laboratories. BGE shall be notified at least five calendar days in advance of the RNG sampling and tests and have the option to observe the samples being taken. Test results will be shared with BGE within five calendar days of the test results being received by the RNG Interconnect Customer. Unless otherwise noted herein, the costs associated with the required testing shall be paid by the Customer.

In its discretion, BGE may, at its own cost and expense, collect samples for testing at the utility meter at the point of interconnection.

Re-testing shall be allowed to verify and validate the results of any test. The cost of retesting shall be paid by the entity requesting the re-test.

- (b) **RNG Pre-Interconnection Testing:** Prior to the injection of RNG into BGE's System, the RNG Interconnect Customer shall conduct two tests over a two (2)-to four (4)-week period for the Gas Quality Standards. If during pre-injection testing, the RNG is found to be non-compliant with the Gas Quality Standards, the RNG Interconnect Customer shall make necessary modifications to reduce constituent levels and restart Pre-Interconnection testing. Connection to BGE's System is subject to successfully passing these two (2) tests.

- (i) **RNG Periodic Testing:** BGE will require the RNG customer to conduct periodic testing for the Gas Quality Standards on a quarterly basis (at least once in every three-month period).

*Schedule RNG continued*

### **3.4 Temporary Discontinuance of Gas Receipt:**

- (a) **Temporary Discontinuance:** BGE reserves the right to temporarily discontinue the receipt of gas on an immediate basis whenever the RNG is non-compliant with any of the specifications as outlined in the Gas Quality Standards, whenever there is an imminent safety risk (including any risk stemming from either Company or Customer-owned facilities or equipment), or whenever Company reasonably determines it is necessary to maintain System integrity.
- (i) The Company may temporarily disconnect the RNG Production Facility from the System in the event of an Emergency Condition, for scheduled maintenance, construction or repair, or if it is reasonably determined to be necessary in order to maintain the safety and reliability of the System.
- (ii) BGE shall notify the Customer promptly when it becomes aware of an Emergency Condition or any other condition that that may reasonably be expected to affect the Customer's operation of the RNG Production Facility. The Customer shall notify BGE promptly when it becomes aware of an Emergency Condition or any other condition that may reasonably be expected to affect the BGE System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both parties' facilities and operations, its anticipated duration, and the necessary corrective action.
- (iii) In the event BGE temporarily discontinues the receipt of RNG for any reason, the Customer is responsible for ceasing production or diverting RNG from the point of interconnection.
- (iv) BGE shall provide the Customer with five business days' notice prior to a temporary interruption due to scheduled maintenance, construction, or repair. BGE shall use reasonable efforts to coordinate such temporary disconnection with the Customer.
- (v) The Company and the Customer shall cooperate with each other to restore the RNG Production Facility, Interconnection Facilities, and BGE's System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section, as long as the safety and reliability of the System is ensured, including ensuring that all Gas Quality Standards are met. During a temporary discontinuance of service, the Customer shall still be charged the Customer Charge and Information Fee.

Schedule RNG continued

**(b) Restart Procedures:**

- (i) To restart RNG injection following a temporary discontinuance, the Customer will complete a minimum of one test of the RNG in accordance with the Customer testing requirements specified above. Injection may then resume if the test indicates the RNG complies with the RNG Quality Standard. This test must be reviewed and approved by both BGE and the Customer.
- (ii) To restart RNG injection following a shut-off resulting from above concerns, the Customer may begin injections once BGE has given approval.
- (iii) When BGE crews are required on-site to restart the RNG injection, including but not limited to on-site testing, the Customer will pay the costs of the labor and materials required for such activities.
- (iv) The Customer and BGE may agree to modify the restart procedures identified in this Section on a case-by-case basis, upon written agreement between each party.

**3.5 Changes Impacting Gas Quality:**

BGE must be notified as soon as possible of any substantive expected change to the feedstock, raw gas quality or conversion process that has the potential to impact RNG quality, so that BGE can review whether any action is required including, but not limited to, additional testing, new or revised Gas Quality Standards as approved by the PSC or a suspension of the receipt of RNG into BGE's System.

**4. RNG COMMODITY:**

The scheduling of RNG is subject to the provisions of Appendix B (BGE's Gas Supplier Tariff).

The Customer may only contract with one (1) Renewable Gas Authorized Marketer and Licensed Supplier at a time. All marketer relationship or agreements between the Customer and their Renewable Gas Authorized Marketer/Licensed Supplier should be maintained for the duration of the entire calendar month. The Customer may also be an authorized marketer and act on its own behalf. BGE may limit the number of suppliers to which the RNG can be allocated.

*Schedule RNG continued*

#### **4.1 Balancing:**

To the extent that the Customer has contracted with a Renewable Gas Authorized Marketer/Licensed Supplier to sell the gas to end users on BGE's System, the balancing provisions in Appendix B and the other Rate Schedules apply.

#### **4.2 Buyer of Last Resort:**

It is the responsibility of the Customer or their Renewable Gas Authorized Marketer/Licensed Supplier to find end users for the gas. To ensure the RNG stays on BGE's System, BGE will act as the Buyer of Last Resort on a month-to-month basis if the Customer or their Renewable Gas Authorized Marketer provides notice to the Company three (3) days prior to the beginning of the month. The Company will purchase all of the RNG produced by the Customer for that month at 90% of the City Gate Index for that month as determined under Rider 2. If notice of less than three (3) days is provided, the Company will purchase the RNG on a best-efforts basis.

At any time, the Customer's accumulated imbalance between nominations and actual metered deliveries sold to BGE exceeds 1,000 Dth, the following Accumulated Imbalance Corrective Measures apply:

- (a) **Over-Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Company will purchase the total accumulated over-tendered imbalance at the lower of the Gas Commodity Price, or 90% of the lowest Transcontinental Gas Pipeline Corporation (Transco) Zone 6 (non-New York) price for the current month.
- (b) **Under-Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Customer will purchase all gas used in excess of delivered Transportation Gas at the following rates:
  - (i) During periods other than an interruption for system distribution reasons or Gas Production Days, all gas used will be billed at the higher of the Gas Commodity Price or 110% of the highest Transco Zone 6 (non-New York) price for the current month.

*Schedule RNG continued*

## **5. MISCELLANEOUS:**

The Customer agrees to ensure that all RNG produced by the RNG Production Facility shall be consumed by an end user on BGE’s System unless BGE receives appropriate approval from the Federal Energy Regulatory Commission that allows the Customer to transport RNG off BGE’s System via interstate pipelines. BGE shall have access to all its equipment.

The Customer shall be deemed to be in control and possession of, and responsible for, all gas transported under the contract from the time that such gas is produced by the Customer until such gas is delivered to BGE at the point of interconnection and meets all agreed quality requirements.

## **6. GENERAL TERMS:**

**6.1 MINIMUM CHARGE:** Customer Charge stipulated in the Rate Table at Section 2 herein

**6.2 LATE PAYMENT CHARGE:** Standard (Sec. 7.5)

**6.3 PAYMENT TERMS:** Standard (Sec. 7)

**6.4 TERM OF CONTRACT WITH BGE:** The initial term of contract is 1 year or as required for allowance under the Extension Provisions above. The contract continues thereafter from year to year until terminated at the expiration of any such term by at least 30 days’ notice from either party to the other.

**6.5 METERING EQUIPMENT:** BGE will install, maintain, and operate the necessary equipment to determine the volume of the gas delivered into BGE’s System from the customer, and the day and hours of such delivery.

## **7. DEFINITIONS:**

- (a) Emergency Condition: Any condition including but not limited to an explosion, fire, storm, force majeure or other imminent threats to life, property or the safety and reliability of BGE’s System.
- (b) Interconnection Agreement: A business contract between BGE and the Customer governing the interconnection of the Renewable Gas Production Facility and BGE’s System.

Schedule RNG continued

- (c) Interconnection Equipment: All BGE owned piping, equipment, and associated appurtenances associated with and the receipt and delivery of the RNG gas before injecting the gas into BGE’s System.
- (d) Licensed Supplier: a supplier of natural gas that has been licensed by the Commission to sell natural gas to retail Customers within the State of Maryland.
- (e) Renewable Natural Gas (RNG): Pipeline quality gas derived from biogenic or other renewable sources that is fully interchangeable with natural gas. RNG does not include any non-energy attributes, including all avoided emissions, environmental benefits, and other aspects associated with the production, combustion, use and transport of the RNG when compared to geologic natural gas.
- (f) Renewable Gas Authorized Marketer: A third party that has been authorized by the Customer to take possession of the RNG and be responsible for the sale and scheduling to end users on BGE’s system. The Authorized Marketer must be a licensed third-party supplier in BGE’s service territory.
- (g) Renewable Natural Gas Production Facility: Customer-owned facilities interconnected to the Company’s System which effectuate the delivery of RNG.

**8. RIDERS APPLICABLE:**

- 9. Demonstration and Trial Installations
- 10. Billing in Event of Service Interruption

## RIDER INDEX

1. Gas Efficiency Charge
2. Gas Commodity Price
3. Standby Service Price
4. Budget Billing
5. Smart Meter Opt-Out
6. (Reserved for Future Use)
7. Gas Choice and Reliability Charges
8. Monthly Rate Adjustment
9. Demonstration and Trial Installations
10. Billing in Event of Service Interruption
11. Unaccounted - For Gas Factor
12. Gas Administrative Charge
13. (Reserved for future use)
14. Economic Development
15. Multi-Year Plan (“MYP”) Adjustment Rider
16. STRIDE (Strategic Infrastructure Development and Enhancement) Surcharge
17. Prepaid Pilot
18. Base Distribution Revenue Offset Rider

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## RENEWABLE NATURAL GAS -- GAS SCHEDULE RNG

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### 2. RATE TABLE:

	<b>Rate Year 1 Effective 2021</b>	<b>Rate Year 2 Effective 2022</b>	<b>Rate Year 3 Effective 2023</b>
<b>Customer Charge (Per Month)</b>	\$2,925.00	\$2,925.00	\$2,925.00
<b>Information Fee (Per Month)</b>	\$65.00	\$65.00	\$65.00

The Customer Charge shall recover all expenses associated with operating and maintaining the Company's facilities to interconnect and provide service under this Schedule.

#### 2.1 Extension Provision:

The Customer shall pay to the Company, in advance, all estimated costs necessary to effectuate and maintain the interconnection as outlined in the Interconnection Agreement, including but not limited to, computer programming changes, engineering, equipment and construction (pipes, valves, separators, meters, quality measurement, odorant, and other equipment), land rights, and permits necessary to regulate and deliver gas to and from the point of interconnection. Such estimates will be trued-up to actual costs, and any amounts different will either be refunded to or paid by the Customer.

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*Schedule RNG continued*

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Gas Quality Standards are specifications meant to ensure that the Renewable Natural Gas (RNG) entering BGE's System will be interchangeable with the natural gas that BGE currently distributes and will not damage BGE's or other BGE customers' equipment. An RNG Interconnect Customer's RNG shall conform to the following quality specifications at the time of receipt at the interconnection point. With advance notice from the Customer in writing, BGE may allow deviations from these standards on a case-by-case basis at its sole discretion

#### 3.1 General Specifications:

- (a) BGE's Interconnection Equipment will have automatic and remote shut-off capabilities to ensure the following constituents and standards can be adequately monitored at the point of interconnection and the safety and reliability of the System protected. BGE may temporarily discontinue the receipt of RNG if it does not conform to the following specifications.

The following constituents and values will be monitored by BGE via chromatograph and monitored on an hourly basis:

- (i) **Heating Value:** The minimum higher heating value is 970 Btu (gross) per standard cubic foot on a dry basis. The maximum heating value is 1070 Btu (gross) per standard cubic foot on a dry basis.
- (ii) **Delivery Temperature:** The RNG delivery temperature is not to be below 50 degrees F or above 120 degrees F.
- (iii) **Methane:** The gas shall contain a minimum of 95% Methane.
- (iv) **Propane:** The gas shall contain a maximum of 20% Propane.
- (v) **Hydrogen Sulfide:** The gas shall contain no more than 4 PPM Hydrogen Sulfide.
- (vi) **Total Sulfur:** The gas shall contain no more than 16 PPM total sulfur. This includes COS and CS<sub>2</sub>, hydrogen sulfide, mercaptans and mono, di and poly sulfides.

*Schedule RNG continued*

- (vii) **Carbon Dioxide and Nitrogen:** The gas shall contain no more than 2% by volume of carbon dioxide, not more than 3% by volume of nitrogen, and shall contain no more than 5% by volume of combined nonhydrocarbon gases including, but not limited to, CO<sub>2</sub>, N<sub>2</sub>, and O<sub>2</sub>.
- (viii) **Hydrogen:** The gas shall contain no more than 0.1% by volume of hydrogen.
- (ix) **Oxygen:** The gas shall not contain in excess of 0.3% by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.
- (x) **Hydrocarbons:** The RNG hydrocarbon dew point is not to exceed 45 degrees F at the delivery pressure.

### 3.2 RNG Constituents:

- (a) Customers shall complete laboratory testing, as described in Section 3.3, for the trace constituents listed in the following table. If testing results do not meet the standards listed in the table below, BGE may temporarily interrupt RNG service as outlined in Section 3.4.

Table 1:

Parameter	Symbol	Level (all levels Maximums unless otherwise noted)	Unit
Siloxanes	Si	5.0	mg Si/m <sup>3</sup>
Hydrogen	H <sub>2</sub>	0.1	% vol.
Ammonia	NH <sub>3</sub>	0.001%	Mol%
Mercury	Hg	0.08	mg/m <sup>3</sup>
Arsenic	As	0.19	mg/m <sup>3</sup>
Copper	Cu	0.6	mg/m <sup>3</sup>
Oxygen	O <sub>2</sub>	0.3	% vol
Propane	C <sub>3</sub> H <sub>8</sub>		% vol
Nitrogen	N <sub>2</sub>	3	% vol
Methane	CH <sub>4</sub>	95*	% vol
Hydrogen Sulfide	H <sub>2</sub> S	4	ppmv
Carbon Dioxide	CO <sub>2</sub>	2	% vol
Carbon Monoxide	CO	0.1	% vol
Volatile Organic Compounds	VOC's	5	PPM
Moisture or Water Content		7	Pounds per million cubic ft.
Total Sulphur	S	16	PPM

\* - Minimum level

*Schedule RNG continued*

(b) **Additional Quality Requirements:**

- (i) **Wobbe Index:** The RNG shall have a minimum Wobbe Number of 1255 Btu/ft<sup>3</sup> and shall not have a maximum Wobbe Number greater than 1375 Btu/ft<sup>3</sup>.
- (ii) **Dust, Gums, etc.:** The gas shall be free of objectionable odors, dust, gum, dirt, impurities and other solid or liquid or hazardous matter which might interfere with proper operation of the facilities, lines, regulators, meters or other appliances through which it flows.
- (iii) **Bacteria:** The gas and any associated liquids shall not contain any active bacteria or bacterial agent capable of contributing to or causing operational problems.

### 3.3 Testing Requirements:

- (a) To ensure adherence to the Gas Quality Standards, testing required under this Schedule will be performed by the RNG customer using independent, certified third-party laboratories. BGE shall be notified at least five calendar days in advance of the RNG sampling and tests and have the option to observe the samples being taken. Test results will be shared with BGE within five calendar days of the test results being received by the RNG Interconnect Customer. Unless otherwise noted herein, the costs associated with the required testing shall be paid by the Customer.

In its discretion, BGE may, at its own cost and expense, collect samples for testing at the utility meter at the point of interconnection.

Re-testing shall be allowed to verify and validate the results of any test. The cost of retesting shall be paid by the entity requesting the re-test.

- (b) **RNG Pre-Interconnection Testing:** Prior to the injection of RNG into BGE's System, the RNG Interconnect Customer shall conduct two tests over a two (2)-to four (4)-week period for the Gas Quality Standards. If during pre-injection testing, the RNG is found to be non-compliant with the Gas Quality Standards, the RNG Interconnect Customer shall make necessary modifications to reduce constituent levels and restart Pre-Interconnection testing. Connection to BGE's System is subject to successfully passing these two (2) tests.

- (i) **RNG Periodic Testing:** BGE will require the RNG customer to conduct periodic testing for the Gas Quality Standards on a quarterly basis (at least once in every three-month period).

*Schedule RNG continued*

### **3.4 Temporary Discontinuance of Gas Receipt:**

- (a) **Temporary Discontinuance:** BGE reserves the right to temporarily discontinue the receipt of gas on an immediate basis whenever the RNG is non-compliant with any of the specifications as outlined in the Gas Quality Standards, whenever there is an imminent safety risk (including any risk stemming from either Company or Customer-owned facilities or equipment), or whenever Company reasonably determines it is necessary to maintain System integrity.
- (i) The Company may temporarily disconnect the RNG Production Facility from the System in the event of an Emergency Condition, for scheduled maintenance, construction or repair, or if it is reasonably determined to be necessary in order to maintain the safety and reliability of the System.
  - (ii) BGE shall notify the Customer promptly when it becomes aware of an Emergency Condition or any other condition that that may reasonably be expected to affect the Customer's operation of the RNG Production Facility. The Customer shall notify BGE promptly when it becomes aware of an Emergency Condition or any other condition that may reasonably be expected to affect the BGE System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both parties' facilities and operations, its anticipated duration, and the necessary corrective action.
  - (iii) In the event BGE temporarily discontinues the receipt of RNG for any reason, the Customer is responsible for ceasing production or diverting RNG from the point of interconnection.
  - (iv) BGE shall provide the Customer with five business days' notice prior to a temporary interruption due to scheduled maintenance, construction, or repair. BGE shall use reasonable efforts to coordinate such temporary disconnection with the Customer.
  - (v) The Company and the Customer shall cooperate with each other to restore the RNG Production Facility, Interconnection Facilities, and BGE's System to their normal operating state as soon as reasonably practicable following any disconnection pursuant to this section, as long as the safety and reliability of the System is ensured, including ensuring that all Gas Quality Standards are met. During a temporary discontinuance of service, the Customer shall still be charged the Customer Charge and Information Fee.

*Schedule RNG continued*

**(b) Restart Procedures:**

- (i) To restart RNG injection following a temporary discontinuance, the Customer will complete a minimum of one test of the RNG in accordance with the Customer testing requirements specified above. Injection may then resume if the test indicates the RNG complies with the RNG Quality Standard. This test must be reviewed and approved by both BGE and the Customer.
- (ii) To restart RNG injection following a shut-off resulting from above concerns, the Customer may begin injections once BGE has given approval.
- (iii) When BGE crews are required on-site to restart the RNG injection, including but not limited to on-site testing, the Customer will pay the costs of the labor and materials required for such activities.
- (iv) The Customer and BGE may agree to modify the restart procedures identified in this Section on a case-by-case basis, upon written agreement between each party.

**3.5 Changes Impacting Gas Quality:**

BGE must be notified as soon as possible of any substantive expected change to the feedstock, raw gas quality or conversion process that has the potential to impact RNG quality, so that BGE can review whether any action is required including, but not limited to, additional testing, new or revised Gas Quality Standards as approved by the PSC or a suspension of the receipt of RNG into BGE's System.

**4. RNG COMMODITY:**

The scheduling of RNG is subject to the provisions of Appendix B (BGE's Gas Supplier Tariff).

The Customer may only contract with one (1) Renewable Gas Authorized Marketer and Licensed Supplier at a time. All marketer relationship or agreements between the Customer and their Renewable Gas Authorized Marketer/Licensed Supplier should be maintained for the duration of the entire calendar month. The Customer may also be an authorized marketer and act on its own behalf. BGE may limit the number of suppliers to which the RNG can be allocated.

*Schedule RNG continued*

#### **4.1 Balancing:**

To the extent that the Customer has contracted with a Renewable Gas Authorized Marketer/Licensed Supplier to sell the gas to end users on BGE's System, the balancing provisions in Appendix B and the other Rate Schedules apply.

#### **4.2 Buyer of Last Resort:**

It is the responsibility of the Customer or their Renewable Gas Authorized Marketer/Licensed Supplier to find end users for the gas. To ensure the RNG stays on BGE's System, BGE will act as the Buyer of Last Resort on a month-to-month basis if the Customer or their Renewable Gas Authorized Marketer provides notice to the Company three (3) days prior to the beginning of the month. The Company will purchase all of the RNG produced by the Customer for that month at 90% of the City Gate Index for that month as determined under Rider 2. If notice of less than three (3) days is provided, the Company will purchase the RNG on a best-efforts basis.

At any time, the Customer's accumulated imbalance between nominations and actual metered deliveries sold to BGE exceeds 1,000 Dth, the following Accumulated Imbalance Corrective Measures apply:

- (a) **Over-Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Company will purchase the total accumulated over-tendered imbalance at the lower of the Gas Commodity Price, or 90% of the lowest Transcontinental Gas Pipeline Corporation (Transco) Zone 6 (non-New York) price for the current month.
- (b) **Under-Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Customer will purchase all gas used in excess of delivered Transportation Gas at the following rates:
  - (i) During periods other than an interruption for system distribution reasons or Gas Production Days, all gas used will be billed at the higher of the Gas Commodity Price or 110% of the highest Transco Zone 6 (non-New York) price for the current month.

*Schedule RNG continued*

## **5. MISCELLANEOUS:**

The Customer agrees to ensure that all RNG produced by the RNG Production Facility shall be consumed by an end user on BGE's System unless BGE receives appropriate approval from the Federal Energy Regulatory Commission that allows the Customer to transport RNG off BGE's System via interstate pipelines. BGE shall have access to all its equipment.

The Customer shall be deemed to be in control and possession of, and responsible for, all gas transported under the contract from the time that such gas is produced by the Customer until such gas is delivered to BGE at the point of interconnection and meets all agreed quality requirements.

## **6. GENERAL TERMS:**

**6.1 MINIMUM CHARGE:** Customer Charge stipulated in the Rate Table at Section 2 herein

**6.2 LATE PAYMENT CHARGE:** Standard (Sec. 7.5)

**6.3 PAYMENT TERMS:** Standard (Sec. 7)

**6.4 TERM OF CONTRACT WITH BGE:** The initial term of contract is 1 year or as required for allowance under the Extension Provisions above. The contract continues thereafter from year to year until terminated at the expiration of any such term by at least 30 days' notice from either party to the other.

**6.5 METERING EQUIPMENT:** BGE will install, maintain, and operate the necessary equipment to determine the volume of the gas delivered into BGE's System from the customer, and the day and hours of such delivery.

## **7. DEFINITIONS:**

- (a) **Emergency Condition:** Any condition including but not limited to an explosion, fire, storm, force majeure or other imminent threats to life, property or the safety and reliability of BGE's System.
- (b) **Interconnection Agreement:** A business contract between BGE and the Customer governing the interconnection of the Renewable Gas Production Facility and BGE's System.



*Schedule RNG continued*

- (c) Interconnection Equipment: All BGE owned piping, equipment, and associated appurtenances associated with and the receipt and delivery of the RNG gas before injecting the gas into BGE's System.
- (d) Licensed Supplier: a supplier of natural gas that has been licensed by the Commission to sell natural gas to retail Customers within the State of Maryland.
- (e) Renewable Natural Gas (RNG): Pipeline quality gas derived from biogenic or other renewable sources that is fully interchangeable with natural gas. RNG does not include any non-energy attributes, including all avoided emissions, environmental benefits, and other aspects associated with the production, combustion, use and transport of the RNG when compared to geologic natural gas.
- (f) Renewable Gas Authorized Marketer: A third party that has been authorized by the Customer to take possession of the RNG and be responsible for the sale and scheduling to end users on BGE's system. The Authorized Marketer must be a licensed third-party supplier in BGE's service territory.
- (g) Renewable Natural Gas Production Facility: Customer-owned facilities interconnected to the Company's System which effectuate the delivery of RNG.

**8. RIDERS APPLICABLE:**

- 9. Demonstration and Trial Installations
- 10. Billing in Event of Service Interruption

## RIDER INDEX

1. Gas Efficiency Charge
2. Gas Commodity Price
3. Standby Service Price
4. Budget Billing
5. Smart Meter Opt-Out
6. (Reserved for Future Use)
7. Gas Choice and Reliability Charges
8. Monthly Rate Adjustment
9. Demonstration and Trial Installations
10. Billing in Event of Service Interruption
11. Unaccounted - For Gas Factor
12. Gas Administrative Charge
13. (Reserved for future use)
14. Economic Development
15. Multi-Year Plan (“MYP”) Adjustment Rider
16. STRIDE (Strategic Infrastructure Development and Enhancement) Surcharge
17. Prepaid Pilot
18. Base Distribution Revenue Offset Rider

Schedule	Riders Applicable
D	1, 2, 4, 5, 7, 8, 10, 11, 12, 15, 16, 17, 18
C	2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 14, 15, 16, 18
IS	9, 10, 11, 14, 15, 16, 18
ISS	9, 10, 11, 14, 15, 16, 18
EG	9, 10, 11, 14, 15, 16
RNG	9,10
PLG	2, 10, 11, 15
GRANTORS	1, 2, 4, 5, 7, 8, 10, 11, 12, 15, 16, 18

# **Attachment B**

**Supplement 479  
Gas Supplier Tariff  
(Red-Lined and Clean Tariff Pages)**

**1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS**

**AMR** – an automated meter reading device suitable for daily interface between a Daily-Metered Customer and the Company’s data collection and processing system.

**Assignment of Contract** – an assignment or transfer of a Customer contract from one Supplier to another.

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

**BGEasy** – bill payment option where the amount of the Customer’s BGE bill, including Supplier charges, is automatically paid from the Customer’s bank account on the due date of the bill.

**BGE Gas Commodity Service** – gas commodity provided by the Company to its customers who do not otherwise receive gas from a Gas Supplier. Also known as Standard Offer Service.

**Bill Ready** – a consolidated billing option where the Company receives the amount due for Supplier Gas Commodity Service directly from the Supplier and includes that amount on the Utility Consolidated Bill.

**Billing Cycle** – the period between the previous scheduled meter reading date and the current scheduled meter reading date.

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

**Calendar Month** – also known as month.

**Charge** – any fee that is billable by the Company to the Gas Supplier under this Gas Supplier Tariff.

**City Gate** – the interconnection of the Company’s Distribution System and an interstate gas pipeline or a renewable natural gas production facility as defined in Section 7 of Schedule RNG.

**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 Baltimore Gas and Electric Company or BGE.

**Company’s Distribution System** – gas distribution facilities owned, operated and maintained by the Company or its agent.

**Creditworthy** – a Creditworthy Gas Supplier meets the Company’s credit standards and pays the Company’s billed Charges when due.

**Curtailed of Natural Gas Supply** – limitations to gas service by orders of Federal or State authorities establishing priorities of limitations to service by the Company, or limitations imposed by the Company in its best judgment, to maintain safe minimum delivery pressure. The Company may reduce or temporarily discontinue gas supply to Customers in accordance with the Natural Gas Curtailment Plan.

**Customer** – any person, partnership, association, corporation or governmental agency or other entity or its duly authorized representative receiving Supplier Gas Commodity Service or BGE Gas Commodity Service.

**Daily-Metered Customer** – any Supplier Gas Commodity Service Customer served under Schedule C of the Gas Service Tariff with annual use of 120,000 therms or greater, or with annual use greater than 90,000 therms and less than 120,000 who elects to have an AMR device installed, or any Customer served under Schedules IS or ISS of the Gas Service Tariff.

**Daily Requirement** - for Supplier Gas Commodity Service Customers served under Schedule D and non Daily-Metered Customers served under Schedule C of the Gas Service Tariff, the aggregate amount of Customer-owned gas as determined each day by the Company and scheduled by the Supplier to be delivered by the interstate gas pipeline(s) to the Company’s City Gate each day, net of Company distribution system unaccounted-for gas as defined by the Unaccounted-For Gas Factor determined under Rider 11 of the Gas Service Tariff.

**Daily Requirement Service (DRS) Customer** – any Supplier Gas Commodity Service Customer served under Schedule D and any commercial or industrial customer served under Schedule C that does not have an AMR device installed.

**Drop** – the process of discontinuing a Supplier’s responsibility for providing gas commodity to a customer.

**Dual Billing** – The Separate (Dual) Billing option is where the Company and Gas Supplier render separate bills to the Customer.

**FERC** - Federal Energy Regulatory Commission

**Gas Supplier or Supplier** – a supplier of natural gas that has been certified or licensed by the Commission to sell natural gas to retail Customers within the State of Maryland. For the purpose of this Gas Supplier Tariff, the Company is not a Gas Supplier in the provision of BGE Gas Commodity Service. Natural gas may include renewable natural gas.

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

**Full Requirements Service** – a provision that requires that a Gas Supplier be the sole source of gas supply supporting 100% of its Customers’ purchased supply needs.

**Gas Day** - a 24 hour period beginning at 10:00 a.m. Eastern Time.

**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.

**Natural Gas Curtailment Plan** – the Company’s Plan specifying the hierarchy of gas service and use during extraordinary conditions. In the event of a curtailment of gas supply, the Company will implement limitations to service in accordance with Appendix A - Natural Gas Curtailment Plan of the Gas Service Tariff.

**Nomination** - the amount of Customer owned gas scheduled by the Supplier to be delivered by the interstate gas pipeline(s) to the Company's City Gate, inclusive of Company distribution system unaccounted-for gas as defined by the Unaccounted for Gas Factor determined under Rider 11 of the Gas Service Tariff.

**Rate Ready** – a consolidated billing option where the Supplier provides rate information to the Company sufficient to calculate the Supplier's charges. The Company calculates the Supplier charges and includes that amount on the Utility Consolidated Bill.

**Renewable Natural Gas (RNG)** – See Section 7 of Schedule RNG.

**Required Collateral** – letter of credit, surety bond, or guaranty necessary to satisfy undisputed costs incurred by the Company related to the Gas Supplier's provision of competitive gas supply.

**Service Territory** – the geographic areas of the State of Maryland in which the Company has a gas distribution franchise to serve gas 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.

**Supplier Gas Commodity Service** – includes unbundled gas, pipeline capacity, and required ancillary services provided by a Gas Supplier to Customers; except that Supplier Gas Commodity Service does not include gas, pipeline capacity, or ancillary services provided to Customers by the Company in the provision of BGE Gas Commodity Service.

**Utility Consolidated Bill** – The Company's gas consolidated billing option where the Company renders a single consolidated bill with Customer charges for both the Company and the Gas Supplier separately stated.

**Uniform Electronic Transaction (UET)** – A standardized data protocol or electronic transmission that has been accepted by the Commission for use in Maryland

## 2.0: GENERAL TERMS AND CONDITIONS

**2.1 Scope and Purpose.** This Gas Supplier Tariff sets forth the requirements for interaction between the Company as the local distribution company ("Company") and each Gas Supplier necessary for ensuring the provision of Supplier Gas Commodity Service. The Gas Supplier Tariff is supplementary to the Company's Gas Service Tariff, COMAR, and any orders and directives of the Commission.

**2.2 Gas Supplier's Responsibilities to Customers.** The Gas 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 Gas Supplier Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**2.3 Tariff to Govern.** This Gas Supplier Tariff and any related executed agreements set forth the requirements for business interactions between the Company and Gas Suppliers necessary for ensuring the provision of Supplier Gas Commodity Service from Gas Suppliers to their Customers through the Company's Distribution System.

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

- 2.5 Gas Supplier Obligations.** Unless otherwise indicated, a Gas 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 a written contract with a Customer served under one of the Company's rate schedules to deliver gas to the Company's City Gate;
  - c) Submit an Application to the Company to provide service to customers under this Gas Supplier Tariff;
  - d) Agree to abide by the provisions of COMAR 20.59 Competitive Gas Supply and other applicable Commission directives and Orders;
  - e) Satisfy the Company's credit requirements;
  - f) Demonstrate, prior to Customer enrollment, that it is equipped with the communication capabilities necessary to comply with the Uniform Electronic Transactions protocols testing requirements
  - g) Or, is a Daily-Metered Customer electing to act as its own gas supplier.
  - h) Provide the Company notification regarding door-to-door activity no later than the morning of the day the sales and marketing activities begin. The notification shall include the Supplier's name, the beginning and ending date(s) of marketing activities, and zip code(s).

**2.6 Gas Supplier and Company Obligations.** The Company shall provide Gas Suppliers with services as necessary for the delivery of gas to serve Customers located within the Company's Service Territory. The Gas Supplier shall be responsible for delivering enough gas to the city gate to meet the Daily Requirement of a DRS Customer and the full requirements of a Daily Metered Customer. The Company and Gas Supplier will cooperate in order to ensure delivery of gas to Customers. The Gas Supplier and the Company shall exchange all data, materials, or other information that is specified in this Gas Supplier Tariff in accordance with Commission standards, and that may otherwise be reasonably required by the Gas Supplier or the Company in connection with their obligations under this Gas Supplier Tariff, subject to the confidentiality provisions in Section 11 of this Gas Supplier Tariff.

**2.7 Supplier's Responsibility to Cooperate with the Company.** The provisions of all Schedules in the Gas Service Tariff and of this Gas Supplier Tariff are predicated upon the Supplier's cooperation to not materially affect the Company's operations or administrative systems. If the Supplier fails to cooperate in resolving a dispute, the Company reserves the right to suspend the Supplier's addition of new customers for a period of up to one year, with the Supplier retaining the right of appeal to the Maryland Public Service Commission. Continued failure to cooperate shall, in the sole opinion of the Company, result in disqualification of the Supplier from the Gas Choice programs, as applicable. To be reinstated as a qualified Supplier, in addition to meeting all other applicable qualification criteria, the Supplier shall deposit with the Company for a period of one year, a security deposit in the amount of the product of (1) the Supplier's Daily Requirement or for Suppliers serving Daily-Metered customers the average daily load of these customers served during the prior 12 months, (2) 30 days and (3) the Gas Commodity Price under Rider 2 of the Gas Service Tariff, all determined at the time the Supplier applies for re-qualification. At the conclusion of one year and upon the Supplier's request, the Supplier's security deposit shall be returned to the Supplier if there has not been another occurrence of non-compliance with the delivery requirements by the Supplier. If there is an additional occurrence of non-compliance with delivery requirements during the one year period, in addition to the standard penalty, the security deposit shall be forfeited and the Supplier shall be ineligible for re-qualification for an additional consecutive year.

**2.8 Gas Quality Standard.** The Supplier warrants that gas delivered to the Company's City Gate conforms to the quality standards stated in the transporting interstate gas pipeline's FERC approved tariff or in Schedule RNG.

**1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS**

**AMR** – an automated meter reading device suitable for daily interface between a Daily-Metered Customer and the Company’s data collection and processing system.

**Assignment of Contract** – an assignment or transfer of a Customer contract from one Supplier to another.

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

**BGEasy** – bill payment option where the amount of the Customer’s BGE bill, including Supplier charges, is automatically paid from the Customer’s bank account on the due date of the bill.

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

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**Company’s Distribution System** – gas distribution facilities owned, operated and maintained by the Company or its agent.

**Creditworthy** – a Creditworthy Gas Supplier meets the Company’s credit standards and pays the Company’s billed Charges when due.

**Curtailed of Natural Gas Supply** – limitations to gas service by orders of Federal or State authorities establishing priorities of limitations to service by the Company, or limitations imposed by the Company in its best judgment, to maintain safe minimum delivery pressure. The Company may reduce or temporarily discontinue gas supply to Customers in accordance with the Natural Gas Curtailment Plan.



**Customer** – any person, partnership, association, corporation or governmental agency or other entity or its duly authorized representative receiving Supplier Gas Commodity Service or BGE Gas Commodity Service.

**Daily-Metered Customer** – any Supplier Gas Commodity Service Customer served under Schedule C of the Gas Service Tariff with annual use of 120,000 therms or greater, or with annual use greater than 90,000 therms and less than 120,000 who elects to have an AMR device installed, or any Customer served under Schedules IS or ISS of the Gas Service Tariff.

**Daily Requirement** - for Supplier Gas Commodity Service Customers served under Schedule D and non Daily-Metered Customers served under Schedule C of the Gas Service Tariff, the aggregate amount of Customer-owned gas as determined each day by the Company and scheduled by the Supplier to be delivered by the interstate gas pipeline(s) to the Company's City Gate each day, net of Company distribution system unaccounted-for gas as defined by the Unaccounted-For Gas Factor determined under Rider 11 of the Gas Service Tariff.

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**Dual Billing** – The Separate (Dual) Billing option is where the Company and Gas Supplier render separate bills to the Customer.

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**Gas Supplier or Supplier** – a supplier of natural gas that has been certified or licensed by the Commission to sell natural gas to retail Customers within the State of Maryland. For the purpose of this Gas Supplier Tariff, the Company is not a Gas Supplier in the provision of BGE Gas Commodity Service. Natural gas may include renewable natural gas.

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

**Gas Day** - a 24 hour period beginning at 10:00 a.m. Eastern Time.

**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.

**Natural Gas Curtailment Plan** – the Company's Plan specifying the hierarchy of gas service and use during extraordinary conditions. In the event of a curtailment of gas supply, the Company will implement limitations to service in accordance with Appendix A - Natural Gas Curtailment Plan of the Gas Service Tariff.

**Nomination** - the amount of Customer owned gas scheduled by the Supplier to be delivered by the interstate gas pipeline(s) to the Company's City Gate, inclusive of Company distribution system unaccounted-for gas as defined by the Unaccounted for Gas Factor determined under Rider 11 of the Gas Service Tariff.

**Rate Ready** – a consolidated billing option where the Supplier provides rate information to the Company sufficient to calculate the Supplier's charges. The Company calculates the Supplier charges and includes that amount on the Utility Consolidated Bill.

**Renewable Natural Gas (RNG)** – See Section 7 of Schedule RNG.

**Required Collateral** – letter of credit, surety bond, or guaranty necessary to satisfy undisputed costs incurred by the Company related to the Gas Supplier's provision of competitive gas supply.

**Service Territory** – the geographic areas of the State of Maryland in which the Company has a gas distribution franchise to serve gas 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.

**Supplier Gas Commodity Service** – includes unbundled gas, pipeline capacity, and required ancillary services provided by a Gas Supplier to Customers; except that Supplier Gas Commodity Service does not include gas, pipeline capacity, or ancillary services provided to Customers by the Company in the provision of BGE Gas Commodity Service.

**Utility Consolidated Bill** – The Company's gas consolidated billing option where the Company renders a single consolidated bill with Customer charges for both the Company and the Gas Supplier separately stated.

**Uniform Electronic Transaction (UET)** – A standardized data protocol or electronic transmission that has been accepted by the Commission for use in Maryland

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

**2.1 Scope and Purpose.** This Gas Supplier Tariff sets forth the requirements for interaction between the Company as the local distribution company ("Company") and each Gas Supplier necessary for ensuring the provision of Supplier Gas Commodity Service. The Gas Supplier Tariff is supplementary to the Company's Gas Service Tariff, COMAR, and any orders and directives of the Commission.

**2.2 Gas Supplier's Responsibilities to Customers.** The Gas 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 Gas Supplier Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**2.3 Tariff to Govern.** This Gas Supplier Tariff and any related executed agreements set forth the requirements for business interactions between the Company and Gas Suppliers necessary for ensuring the provision of Supplier Gas Commodity Service from Gas Suppliers to their Customers through the Company's Distribution System.

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

- 2.5 Gas Supplier Obligations.** Unless otherwise indicated, a Gas 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 a written contract with a Customer served under one of the Company's rate schedules to deliver gas to the Company's City Gate;
  - c) Submit an Application to the Company to provide service to customers under this Gas Supplier Tariff;
  - d) Agree to abide by the provisions of COMAR 20.59 Competitive Gas Supply and other applicable Commission directives and Orders;
  - e) Satisfy the Company's credit requirements;
  - f) Demonstrate, prior to Customer enrollment, that it is equipped with the communication capabilities necessary to comply with the Uniform Electronic Transactions protocols testing requirements
  - g) Or, is a Daily-Metered Customer electing to act as its own gas supplier.
  - h) Provide the Company notification regarding door-to-door activity no later than the morning of the day the sales and marketing activities begin. The notification shall include the Supplier's name, the beginning and ending date(s) of marketing activities, and zip code(s).

**2.6 Gas Supplier and Company Obligations.** The Company shall provide Gas Suppliers with services as necessary for the delivery of gas to serve Customers located within the Company's Service Territory. The Gas Supplier shall be responsible for delivering enough gas to the city gate to meet the Daily Requirement of a DRS Customer and the full requirements of a Daily Metered Customer. The Company and Gas Supplier will cooperate in order to ensure delivery of gas to Customers. The Gas Supplier and the Company shall exchange all data, materials, or other information that is specified in this Gas Supplier Tariff in accordance with Commission standards, and that may otherwise be reasonably required by the Gas Supplier or the Company in connection with their obligations under this Gas Supplier Tariff, subject to the confidentiality provisions in Section 11 of this Gas Supplier Tariff.

**2.7 Supplier's Responsibility to Cooperate with the Company.** The provisions of all Schedules in the Gas Service Tariff and of this Gas Supplier Tariff are predicated upon the Supplier's cooperation to not materially affect the Company's operations or administrative systems. If the Supplier fails to cooperate in resolving a dispute, the Company reserves the right to suspend the Supplier's addition of new customers for a period of up to one year, with the Supplier retaining the right of appeal to the Maryland Public Service Commission. Continued failure to cooperate shall, in the sole opinion of the Company, result in disqualification of the Supplier from the Gas Choice programs, as applicable. To be reinstated as a qualified Supplier, in addition to meeting all other applicable qualification criteria, the Supplier shall deposit with the Company for a period of one year, a security deposit in the amount of the product of (1) the Supplier's Daily Requirement or for Suppliers serving Daily-Metered customers the average daily load of these customers served during the prior 12 months, (2) 30 days and (3) the Gas Commodity Price under Rider 2 of the Gas Service Tariff, all determined at the time the Supplier applies for re-qualification. At the conclusion of one year and upon the Supplier's request, the Supplier's security deposit shall be returned to the Supplier if there has not been another occurrence of non-compliance with the delivery requirements by the Supplier. If there is an additional occurrence of non-compliance with delivery requirements during the one year period, in addition to the standard penalty, the security deposit shall be forfeited and the Supplier shall be ineligible for re-qualification for an additional consecutive year.

**2.8 Gas Quality Standard.** The Supplier warrants that gas delivered to the Company's City Gate conforms to the quality standards stated in the transporting interstate gas pipeline's FERC approved tariff or in Schedule RNG.