

**The Potomac Edison Company**

**ELECTRICITY SUPPLIER  
COORDINATION TARIFF**

**ISSUED BY: STEVEN E. STRAH, PRESIDENT**

**Issued November 18, 2016**

**Effective December 19, 2016**

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**1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS**

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

**Ancillary Services** – those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider’s Transmission System in accordance with Good Utility Practice. As used herein, Ancillary Services shall include Ancillary Services as defined by the Federal Energy Regulatory Commission.

**AP Control Area** - That certain control area encompassing the franchised service territories of Monongahela Power Company, The Potomac Edison Company, and West Penn Power Company, doing business as “Allegheny Power” also known as APS Zone.

**AP Guidelines for Transmission, Capacity and Energy Services** - detailed procedures specific to the LSE PJM OATT billing determinants calculated by the Company and reported to PJM on behalf of the Electricity Supplier. These Guidelines are posted on the AP web-site.

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

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

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

**Business Day** – any day on which the Company’s and PJM’s Corporate offices are open for business. A Business Day ends at 5:00 PM EPT. An event occurring after business day hours will be deemed to have occurred on the next business day.

**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.

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**Company** - also known as Electricity Company or Allegheny Power or The Potomac Edison Company doing business as "Allegheny Power".

**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 ancillary services provided by a Electricity Supplier to Customers; except that competitive energy supply does not include energy or capacity provided to Customers by the Company in the provision of Standard Offer Service.

**Control Area** – An electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- (1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

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

**Coordinated Electricity Supplier** – an Electricity Supplier that has appointed a Scheduling Coordinator(s) 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 Energy Supply to serve Customers located within the Company's Service Territory, including load forecasting, certain scheduling-related functions and reconciliation.

**Credit Amount** – an amount equal to the sum of two months of Customer payments to the Electricity Supplier 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

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

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Issued December 28, 2004

Effective January 1, 2005

Approved at Public Service Commission Administrative Meeting of December 22, 2004 in Case No. 8908

**Customer** – any person, partnership, association, corporation or governmental agency or other entity or its duly authorized representative receiving Distribution Services or Electricity Supply Services.

**Default Electricity Supply Service** – an electricity supply service provided by the Company, consisting of SOS, Type I SOS, Type II SOS and Hourly -Priced LCS.

**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 Customers within the State of Maryland. For the purpose of this document, the Company is not an Electricity Supplier in the provision of Default Electricity Supply 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 the Electricity Supplier.

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

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

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

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

**Hourly-Priced Large Customer Service (LCS)** – Available beginning January 1, 2005 to non-residential Customers not eligible for Type I SOS or Type II SOS. Hourly-Priced LCS includes an administrative charge between \$0.00225 and \$0.00300 per kilowatt-hour.

**Installed Capacity (ICAP)** – the summer net dependable capability of a generating unit, as demonstrated by annual testing.

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**Interval Metering** – metering equipment that supplies hourly or sub-hourly kW readings.

**Load Forecast** - An hourly projection of load prepared by the Electricity Supplier or by AP on behalf of the Electricity Supplier for all Non-interval Metered Customers and Interval Metered Customers currently served by the Electricity Supplier.

**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 PJM. Electricity Companies and Electricity Suppliers are types of LSEs.

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

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

**Month** – a month under this Tariff means one-twelfth of a year.

**Non-Interval Meters** - Meters from which scalar readings--kWh, kW, etc.-- are obtained on meter read dates.

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

**PJM** – PJM Interconnection, L.L.C.

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

**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.

**Scheduling Coordinator** – an entity or entities 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 Coordination Service 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., or (2) is the agent for scheduling purposes, of one or more Electricity Suppliers that are members of the PJM Interconnection, L.L.C.

**Seamless Moves** – the ability of a residential or small commercial Customer to maintain their current Supplier at a new address within the utility's Service Territory without interruption, without requiring the Customer to revert back to Standard Offer Service, and without any further affirmative action by the Customer.

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

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

**Standard Offer Service or "SOS"** - electricity service which the Company must offer through December 31, 2008, solely for its residential Customers taking service under the Company's retail Rate Schedule R who do not otherwise receive electricity from an Electricity Supplier.

**Supplier Average Generation Rate** – the simple average generation or commodity portion of the Supplier rate, which does not include the transmission portion of the rate, 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.

**Type I Standard Offer Service (SOS)** – Type I SOS is available from January 1, 2005 through December 31, 2008, for non-residential Customers taking service under the Company's retail Rate Schedules C, G, C-A, CSH, OL, AL, MSL, SL, EMU, MU and special lighting contracts for Hagerstown and Frederick. Type I SOS includes an administrative charge of \$0.00550 per kilowatt-hour.

**Type II Standard Offer Service (SOS)** – Type II SOS is available from January 1, 2005 through May 31, 2007, for non-residential Customers taking service under the Company's retail Rate Schedule PH with a PJM capacity peak load contribution less than 600 kilowatts as of June 1st of each year. Type II SOS includes an administrative charge of \$0.00600 per kilowatt-hour.

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

**Unforced Capacity (UCAP)** – installed capacity rated at summer conditions that is not on average experiencing a forced outage or forced derating.

## 2.0 GENERAL TERMS AND CONDITIONS

**2.1 Scope and Purpose.** This document sets forth the basic requirements for interaction and coordination between Allegheny Power as the local distribution company (Company) and each Electricity Supplier (Supplier) necessary for ensuring the delivery of Competitive Energy 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 Agreement to Govern.** This Tariff sets forth the basic requirements for business interactions and coordination between the Company and Electricity Suppliers necessary for ensuring the delivery of Competitive Energy 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 of the FPA shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to support this Tariff.

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

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- g.) 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 Electricity Supplier's name, the beginning and ending date(s) of marketing activities, and zip code(s).

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

**2.8 Control Area Services and Obligations.** The Electricity Supplier is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Power Supply to its Customers. In addition, the Electricity Supplier must satisfy all obligations that are imposed on a Electricity Supplier on behalf of its Customers 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, capacity obligation, or other requirements under the PJM Tariff.

The Electricity Supplier shall meet all applicable reliability standards established by ECAR 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.

**2.8.1 Electricity Supplier Responsibilities.** An Electricity Supplier is responsible for procuring Network Integration Transmission Service (NITS) and all, to the extent not self-provided by the Electricity Supplier, Ancillary Services from PJM on behalf of its Customers. NITS and Ancillary Services will be charged according to the PJM Tariff as revised and as may be subsequently amended and accepted for filing by the FERC. Such charges shall be billed directly to the Electricity Supplier or its Scheduling Coordinator.

**2.8.2 Additional Electricity Supplier Responsibilities.** An Electricity Supplier is also responsible for the following:

- a.) **Real Power Transmission Loss Service.** Real Power Transmission Loss Service is needed to serve the real power used for transactions through, from, within and into the Control Area. This service shall be provided in accordance with the requirements of Section 8.5 of this Supplier Tariff.

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- b.) **Distribution Loss Service.** Distribution Loss Service is needed to serve the real power used for power delivered to the Electricity Supplier's Customers. This service shall be provided in accordance with the requirements of Section 8.5 of this Supplier Tariff.
- c.) **Notification of standby service contracts.** The Electricity Supplier is responsible to immediately notify the AP Control Area of any contracts to serve standby generation to Customers served on the Company AGS Retail Service Tariff. An Electricity Supplier's failure to deliver standby generation to a Customer will be considered a default to provide power. The AP Control Area will bill the defaulting Electricity Supplier at the market rate plus 7 mils in accordance with Attachment 6 of the Company Settlement Agreement.

**2.9 Communications and Data Exchange.** Electronic information exchange between the Electricity Supplier and the Company under this Tariff shall employ a Electricity Supplier identification number, in accordance with Commission standards. In addition, the Company may also assign to the Electricity Supplier identification numbers 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 Reserved for future use.**

**2.12 Net Energy Metering**

**2.12.1 Net Energy Metering Payment.** A Customer receiving electricity from an Electricity Supplier and participating in the Net Energy Metering Rider of Potomac Edison'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.

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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 Energy Metering Virtual Meter Aggregation Pilot and Service. Effective April 1, 2012 the Company's Net Energy Metering Virtual Meter Aggregation Pilot and Service 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 Energy Metering Virtual Meter Aggregation Pilot and Service, as described in the Net Energy Metering Rider of Potomac Edison's Retail Electric Service Tariff. All Customers participating in the Net Energy Metering Virtual Meter Aggregation Pilot and Service must be served by the same Electricity Supplier, and use Dual Billing.

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

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

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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 of 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(s).** 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.

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ISSUED BY CHARLES E. JONES, PRESIDENT

Issued February 27, 2012

Effective April 1, 2012

Issued in accordance with the Public Service Commission’s Letter Order of March 28, 2012

**3.3 Change or addition 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(s) to the Electricity Supplier within two Business Days of receipt of such notice. In the event the Electricity Supplier ceases using a Scheduling Coordinator(s), 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.** A Electricity Supplier seeking to sell electricity in the Company's Service Territory, and a Scheduling Coordinator performing Coordination Services for an Electricity Supplier, must Deliver a completed Electricity Supplier Registration 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 a Electricity Supplier Representative;
- c.) A Supplier Coordination Agreement fully executed by a 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 Information Application Form fully executed by a 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 a 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 an approved Package the Company shall execute the necessary agreements and return executed copies to the Electricity Supplier. Upon rejection of any Package, 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.

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ISSUED BY BRUCE E. WALENCHAK, VICE PRESIDENT

Issued June 26, 2000

Effective July 1, 2000

Issued in accordance with the Commission's directive June 6, 2000 in Case No. 8797

**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 ceases to supply any Customers in the Company's Service Territory.

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

**4.5 Effect of Termination.** Upon termination of Coordination Service, the Electricity Supplier shall not be authorized to provide Competitive Power Supply to the Company's System. Any Customers of the Electricity Supplier shall either select a new Electricity Supplier or shall be provided Standard Offer Service in accordance with the Company's 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 Service for any reason shall not relieve either the Company or the Electricity Supplier of any obligation accrued or accruing prior to the termination.

## **5.0: CREDITWORTHINESS**

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

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ISSUED BY JOSEPH H. RICHARDSON, PRESIDENT

Issued December 28, 2004

Effective January 1, 2005

Approved at Public Service Commission Administrative Meeting of December 22, 2004 in Case No. 8908

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

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

**5.3 Credit Amount.** The Electricity Supplier will supply all information requested by the Company necessary to establish the requested Credit Amount. The Company may require the Electricity Supplier to provide either the Credit Amount or an alternate Credit Amount applicable to the Electricity Supplier. The Company will periodically review the Credit Amount and related credit terms. Following such review, the Company may revise the 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 an Event of Default.

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

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

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ISSUED BY BRUCE E. WALENCZYK, VICE PRESIDENT

Issued June 26, 2000

Effective July 1, 2000

Issued in accordance with the Commission's directive June 6, 2000 in Case No. 8797

## 6.0: NONCOMPLIANCE AND DEFAULT

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

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

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

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

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

**6.4 Cure and Default.** If either the Company or the Electricity Supplier fails to comply with its obligations under the Tariff (hereinafter the Noncompliant Party), the other party shall provide written notice to the Noncompliant Party describing such noncompliance in reasonable detail and demanding its cure. The Noncompliant Party shall be deemed to be in default (Default) of its obligations under this Tariff if: (i) it fails to cure its noncompliance within 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, 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 by the Communications and Data Exchange provisions in Section 2.9.

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

- i. Account name;
- ii. Billing address;
- iii. Service address;
- iv. 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;

**7.1.2.1 Historical Interval Data.** Transmittal of historical interval meter data for the previous 12 months is not available via EDI. Data requested for historical interval data will be processed using industry-accepted alternative electronic data communications.

**7.2 Procedure to Formalize Selection of Electricity Supplier.** In order to initiate Competitive Energy Supply, the Electricity Supplier will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Electricity Supplier in accordance with the rules and regulations of the Commission. The Electricity Supplier must notify its Customers that by signing up for Competitive Energy 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 Supplier's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence

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ISSUED BY DAVID W. MCDONALD, VICE PRESIDENT

Issued August 4 2008

Effective December 15, 2008

Approved at Public Service Commission Administrative Meeting of October 8, 2008

of authorization to the Company or the Commission. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Section 7.2.

**7.2.2 Enrollment by an Electricity Supplier.** The Electricity Supplier shall provide an electronic file to the Company, containing information in accordance with this Tariff or the procedures established by the Commission. 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 appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number), and any information the Electricity Supplier can use to identify rejected records.

**7.2.3 Enrollment Processing by the Company.** The Company will process enrollment transactions in accordance with this Tariff and applicable Commission rules and regulations. Valid enrollment transactions will be assigned an effective date no later than three (3) Business Days after the enrollment process 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.

**7.2.3.1 Seamless Moves.** If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's Service Territory, the Company will notify the current Supplier, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location. If relocating within the Company's Service Territory, the Company will seamlessly move the current Supplier to the new location if all qualifications are met in accordance with Schedule 4.

**7.2.4 Notice of Enrollment.** The Company and the Supplier will provide written notice of enrollment to the Customer entering into a service agreement with the Electricity Supplier within one Business Day after the Electricity Supplier receives the Company's enrollment response.

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

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**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. Valid drop transactions will be assigned an effective date no later than three (3) Business Days after the drop process date. The Company will assign a customer who has been dropped by an Electricity Supplier and not enrolled by an Electricity Supplier to Default Electricity Supply Service.

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

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

**7.6.1. Customer Initiated Cancellation.** After the third Business Day following a Customer request for an Electricity Supplier to cancel supply service, the Customer may contact the Company to verify that the Cancellation Transaction submitted by the Electricity Supplier has been processed by the Company. If a Cancellation Transaction has not been received by the Company, and the Customer requests cancellation of Electricity Supplier service, the Company will process a cancellation and return the Customer to Default Electricity Supply Service. The drop will be assigned an effective date no later than three (3) Business Days after the Company has processed the cancellation request.

**7.7 Transaction Error Handling.** An Electricity Supplier shall notify the Company of an enrollment or drop error via an EDI cancel transaction no later than two (2) Business Days after the enrollment or drop transaction is initiated by the Electricity Supplier. The Company shall process the cancel transaction and return the Customer to the Customer's enrollment state before the erroneous transaction.

**7.7.1 Incumbent Supplier-Identified Erroneous Transactions.** If an erroneous transaction is identified by the incumbent Electricity Supplier, the incumbent Electricity Supplier shall, upon verifiable consent of the Customer, cancel the pending Enrollment by notifying the Company by an EDI Cancel Transaction within 24 hours of the Customer's Consent and not later than two (2) Business 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 Electricity Supplier.

**7.7.2 Electronic Cancel Transactions Received Later Than Two Business Days.** Electronic Cancel Transactions received from the incumbent Electricity Supplier later than two (2) Business Days after the erroneous Enrollment or Drop Transaction is received by the Company will be rejected.

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

**7.9 Customer Termination of Service at Existing Account.** If 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, 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.

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

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ISSUED BY STEVEN E. STRAH, PRESIDENT

Issued November 18, 2016

Effective December 19, 2016

Approved at Public Service Commission Administrative Meeting of December 14, 2016

**7.11 Effective Date of Discontinuance.** Any discontinuance will take effect on a Meter Read Date and in accordance with the provisions of this Agreement that govern a retail Customer's changes of Electricity Supplier.

**7.12 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.

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

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

**8.1 The Company's Role.** The Company shall allocate hourly energy, and daily capacity 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 Customers who do not have Interval Metering, the Company will provide load profiles for various classes of Customers from the Company's load research. The load profiling methodology may be updated on a periodic basis throughout the duration of the Agreement, subject to Commission approval. Such updated information shall be provided to the Electricity Supplier when available. All load profiles and procedures necessary to apply them to the energy, capacity, and transmission allocations will be made available to the Electricity Supplier.

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

**8.4 Rounding to Whole Megawatts.** The Company will round each Electricity Supplier's aggregate capacity and Network Service values to the nearest tenth of a MW. Next day energy settlement values will be rounded to the nearest whole MW. The True-up Settlement energy values will be rounded to the nearest kWh for each hour in compliance with PJM's reporting format requirements for interchange accounting purposes.

**8.5 System Losses.** For purposes of the Electricity Supplier's load calculations, the applicable AP Control Area system losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at specified voltage levels by the applicable system loss factor. The applicable system loss factors are attached hereto as Schedule 2, are subject to change from time to time to reflect changes in the AP Control Area system losses. Any amendments to these loss factors will be filed with the Commission, and the FERC if required, provided to the Electricity Supplier via Internet electronic mail and posting on the Company's web-site, and become effective 30 days after filing unless otherwise ordered by the Commission or the FERC. The Company will file any such revision and make a good faith effort to advise the Electricity Supplier of any change in these loss factors more than 30 days in advance of a change when warranted.

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ISSUED BY STEVEN E. STRAH, PRESIDENT

Issued November 18, 2016

Effective December 19, 2016

Approved at Public Service Commission Administrative Meeting of December 14, 2016

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

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

**9.1 Capacity.** The PJM West Reliability Assurance Agreement (WRAA) establishes the Unforced Capacity Obligation (UCAP) of Load Serving Entities in PJM for the purpose of ensuring the adequacy of supply during peak load periods. PJM’s implementation of the WRAA places certain obligations on the Company to calculate and report to PJM system peak load contribution data for each Customer attributable to the Electricity Supplier. A minimum of .1 MW aggregated peak load contribution will be assigned to LSEs actively serving customers in the APS Zone. All calculation methods are available in the AP Guidelines.

**9.1.1 Customer specific.** In accordance with the PJM WRAA and PJM rules and procedures, the Company will calculate a system peak load contribution “tag” for each Customer, served in the AP Maryland jurisdiction.. Such calculations 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 within the APS Zone. A minimum of .1 MW will be assigned to all LSEs actively serving customers in the APS zone.

**9.2 Transmission.** The PJM Open Access Transmission Tariff (OATT) establishes the Network Integrated Transmission Service obligation of Load Serving Entities in PJM. PJM’s implementation of the OATT places certain obligations on the Company to calculate and report APS Zonal Network Service Peak Load (NSPL) 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 an AP zonal NSPL “tag” for each Customer served in the Maryland jurisdiction. 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 NSPLs for Customers served by the Electricity Supplier within the APS Zone. A minimum of .1 MW will be assigned to all LSEs actively serving customers in the APS zone.

**9.3 Active Load Management.** The Company will provide data to PJM respective to Customers participating in ALM as required.

**9.4 Load Forecasting.** The Electricity Supplier is responsible for forecasting its Customer load obligations. The Company will post 24-hour next day forecasts respective to each LSE as support information. These will be provided for informational purposes only.

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

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ISSUED BY DAVID W. MCDONALD, VICE PRESIDENT

Issued August 4 2008

Effective December 15, 2008

Approved at Public Service Commission Administrative Meeting of October 8, 2008

**9.6 The Day-After Settlement.** The Day-After Settlement occurs after the day of dispatch. PJM will perform the first portion of settlement as part of its wholesale accounting procedures by comparing the Electricity Supplier's supply schedule to the load responsibility submitted by the Company. In the Day-After Settlement, PJM will bill or credit Electricity Supplier for the difference each hour between (i) any hourly energy amounts actually supplied by the Electricity Supplier; 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 will be used to update Customer load profiles for monthly-metered load profile classes. The Day-After Settlement will be based upon estimates of Customer Consumption.

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ISSUED BY REGIS BINDER, VICE PRESIDENT

Issued June 23, 2003

Effective June 1, 2003

Approved at Public Service Commission Administrative Meeting of June 18, 2003 in Case No. 8797

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

**9.6.1.1 Interval-Metered Customers.** If available, actual data from Interval-Metered Customer will be collected by the Company and will be used for energy reconciliation. If not available, usage will be estimated.

**9.6.1.2 Non-Interval Metered Customers.** The class average load profile will be determined for an Appropriate Similar Day in accordance with the Company's load profiling methodology. The respective class average profile will be scaled according to each Non-Interval Metered Customer's historical consumption factor.

**9.6.1.3 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 each Customer class per Schedule 2 to determine the Customer's estimated gross usage by hour.

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

**9.6.1.5 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the AP Maryland system load for each respective hour. The hourly differences will be allocated back to the Electricity Supplier and the Company's loads on a non-discriminatory basis in accordance with Section 8.6.

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

**9.6.3 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.

**9.7 The “90 Day” Settlement/Consumption Energy Imbalance.** The second portion of the settlement process occurs after all actual energy usage data has been processed for the calendar month in question (approximately 90 days later) due to bi-monthly meter reads of customers with energy only meters. 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 all meter readings or estimations of Customers' bill period energy usage have been made.

**9.7.1 Meter Data Collection.** Meter data collected by the Company shall be utilized to calculate the quantity of energy actually consumed by an Electricity Supplier's Customers for a particular period. Such collection shall occur at the time of a Customer's meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least two months is required for data collection. In general, on each day that new metered-usage data is posted, one or more days in the Settlement period will become 'fully metered'.

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

**9.7.1.2 Non-Interval Metered Customers.** Data from Non-interval Metered Customers is collected in subsets corresponding to Customer Meter Read Dates. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data, including estimates, for Customers to the equivalent hourly usage. Load profile class load curves will be applied to metered usage to derive an estimate for the hour-by-hour usage.

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

**9.7.2.1 Apply Losses.** The Non-interval 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 per Schedule 2 to determine the Customer's gross usage by hour.

**9.7.2.2 Aggregate Profiles.** The gross hourly usage quantity for Non-interval-Metered Customers and Interval-Metered Customers will be aggregated by the Company to arrive at a total gross Customer usage quantity by hour for each Electricity Supplier.

**9.7.2.3 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the Maryland load contribution to the AP Zonal load. The hourly differences will be allocated back to the Electricity Supplier/Default Electricity Supply Service loads based on a ratio of each load to the aggregate of all Electricity Suppliers' and Default Electricity Supply Service loads on an hourly basis in accordance with Section 8.6.

**9.7.2.4 Calculate Consumption Energy Imbalances.** Hourly Consumption Energy Imbalances are calculated respective to each Electricity Supplier's estimated Day-After Settlement Load obligations.

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

**9.7.4 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 the PJM LMP hourly values respective to the AP zone. Supporting information will be posted to a password protected Company web-site for each Electricity Supplier.

**9.8 Settlement Beyond "90 Days".** Subsequent to the "90 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.

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

<b>10.0: LOAD MANAGEMENT.</b> Not Applicable
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## **11.0: ELECTRICITY SUPPLIER CHARGES, BILLING AND PAYMENT**

**11.1 Charges for Electricity Supplier 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, estimating 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 which 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 which may be due and owing by the Electricity Supplier to the Company against any and all amounts which may be due and owing by the Company to the Electricity Supplier, 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.

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ISSUED BY BRUCE E. WALENCHAK, VICE PRESIDENT

Issued June 26, 2000

Effective July 1, 2000

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

**12.1.1 Billing Services Options.** Electricity Suppliers will have the opportunity to choose from the following billing service options:

- (a.) Separate (Dual) Electric Company/Electricity Supplier Billing
- (b.) Company Consolidated Billing - Rate Ready Option
- (c.) Company Consolidated Billing - Bill Ready Option
- (d.) Electricity Supplier Consolidated Billing - Bill Ready Option (not currently available. See section 12.5)

**12.1.2 Notification of Billing Option Change** If the Electricity Supplier changes its billing option for a Customer after initial enrollment, the Electricity Supplier must notify the Company of the change and an effective date will be assigned equal to the first day of the next bill period.

**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 is responsible for reading the Customer's meter. Accurate and timely meter read data that will allow an Electricity Supplier to bill customers in a timely manner for capacity and energy that is consistent with the load obligation assigned to the Electricity Supplier by the Company, will be shared electronically between the Electricity Supplier and Company.

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ISSUED BY STEVEN E. STRAH, PRESIDENT

Issued November 18, 2016

Effective December 19, 2016

Approved at Public Service Commission Administrative Meeting of December 14, 2016

**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.** The Company and the Electricity Supplier will separately send their bills directly to the Customer. The Company will calculate its charges, prepare the bill, and render the bill consistent with its standard billing practices. This billing method is the sole responsibility of the Company and its customers, and is independent of the Electricity Supplier billing. The Electricity Supplier will calculate its charges, prepare its bill, and render the bill consistent with its standard billing practices. The Company has no obligations regarding accuracy of Electricity Supplier charges or related payment disputes.

**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.

**12.4.1 Billing Format.** If the Supplier chooses to have the Company render a consolidated bill, the Supplier must provide the applicable billing information to the Company to the terms and conditions as follows:

**12.4.1.1 Rate Ready Option.** Under this option the Company will calculate both the Company and Electricity Supplier charges and render a consolidated bill to the Customer.

- (a.) The Electricity Supplier must submit rate program data to the Company at least 7 days in advance of submitting customers on a rate ready program.
- (b.) Rate program structures will be limited to flat rate, fixed kWh and/or kW rates, blocked kWh and/or kW rates, or any combination of these types of rates. The Company and Electricity Supplier may negotiate and mutually agree to utilize more diverse rate structures for rate ready billing.
- (c.) Customers will be rendered a bill for Electricity Supplier and Company charges normally within 3 business days of the meter reading.

**12.4.1.2 Bill Ready Option.** Under this billing option the Electricity Supplier receives the usage information from the Company and calculates its own customer charges accordingly. The Electricity Supplier then sends its charges to the Company to be placed on the same bill as the Company Customer charges.

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- (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 that period.
  - (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.

**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 Competitive Power Supply receivables pursuant to the terms and conditions as follows:

- (a) All electricity charges resulting from the Supplier provision of Competitive Power Supply for Customers billed using Company Consolidated Billing will be purchased, and will become the Company's charges on the day the bill is rendered. The company will not purchase non-commodity charges or early termination fees.
- (b) In the event an Electricity Supplier converts a Customer from Electric Company Consolidated Billing to Separate Billing, Electricity 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 the due date noted on the consolidated bill in accordance with Schedule 3 of this tariff.
- (d) The Company will make payments of funds payable to the Electronic 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 other Company charges pursuant to all applicable tariffs.
- (f) In the event a Customer disputes an Electricity Supplier's charges and notifies the Company, the Company can withhold the disputed amount from that Electricity Supplier until such time that the Company is notified that the dispute has been resolved.
- (g) When the Company Consolidated Billing option is used, all credits shall be remitted to the Company by the Electricity Supplier to be applied to the Customer's account.
- (h) If the Electricity Supplier's Customer is on a budget or levelized payment plan, the Company shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan
- (i) 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.

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ISSUED BY STEVEN E. STRAH, PRESIDENT

Issued November 18, 2016

Effective December 19, 2016

Approved at Public Service Commission Administrative Meeting of December 14, 2016

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- (j) The Company shall also purchase accounts receivable of Electricity Supplier's Customers 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 Dates.** Under consolidated billing options, the Electricity Suppliers must adopt the same bill due date as assigned by the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

**12.4.4.1 Exceptions to Bill Due Date Provisions.** The Company has the following programs that result in delays or changes to bill due dates.

- (a.) **Bill Extender.** Residential Customers receiving monthly Social Security benefits, Supplemental Security Income, disability payments, or other financial aid through government-sponsored assistance programs that constitute the main source of income for the Customer's household are available on application for the Company's Bill Extender Plan. Eligible participants will be granted thirty days from bill rendition date in which to pay the net amount.
- (b.) **Summary Billing Participation.** For Customers eligible for, and participating in, the Company's Summary Billing program as described in 12.5.2, meter read data is collected on its regular schedule, but the billing date, and due date is adjusted to allow multiple accounts to be summarized and due on the same date.

**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.

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ISSUED BY STEVEN E. STRAH, PRESIDENT

Issued November 18, 2016

Effective December 19, 2016

Approved at Public Service Commission Administrative Meeting of December 14, 2016

- (b.) The defaulted Electricity Supplier and the Company shall continue to abide by the Supplier Coordination Agreement.

**12.5 Electricity Supplier Consolidated Billing (Bill Ready Option).** The issues of the supplier's qualifications to provide a consolidated billing service and their ability to purchase Company receivables have not been determined. Should any 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.

**12.6 Billing and Payment Programs.** The following programs may continue to be offered by the Company.

**12.6.1 Average Payment Plan.** The Average Payment Plan (Budget Billing) allows residential customers to pay approximately the same amount to level high/low seasonal bills. The monthly amount is calculated based on the most recent 12-month history and may adjust with each meter reading.

- (a.) The Company may continue to offer Budget Billing for its charges.
- (b.) The Company will make Budget Billing available for Electricity Supplier charges using Company consolidated billing services.
  - i. For Rate-Ready Billing, Allegheny shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan.
  - ii. For Bill-Ready Billing, the Customer's Budget Bill will be adjusted to reflect the Company's regulated non-supply charges and the full amount of the Electricity Supplier charges submitted.
- (c.) When the Electricity Supplier of a Customer that has switched, chooses to use Dual Billing or Electricity Supplier Consolidated Billing, the Customer's Budget Bill will be adjusted to reflect the Company's regulated non-supply charges only.
- (d.) Customers seeking to enroll in, or terminate from, Budget Billing must do so by contacting the Company.

**12.6.2 Summary Billing.** Summary Billing is a billing method that lists multiple Customer accounts on one bill statement.

**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 receipt 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.

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ISSUED BY RODNEY L. DICKENS, PRESIDENT

Issued July 1, 2010

Effective July 15, 2010

**12.7.2 Supplier Tax Responsibilities.** The Electricity Supplier is responsible for calculation, collection if applicable, and remittance of State sales taxes assessed and, if applicable, local energy taxes 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 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 in accordance with applicable Commission regulations and Company procedures.

**13.3 Non-standard Metering.** The Company shall own and install equipment for any Electricity Supplier requesting Non-standard Metering. The Electricity Supplier shall pay all costs associated with the removal and testing of any existing electric metering equipment, the installation and testing of the Non-standard Metering equipment, and all incremental costs of Non-standard Metering services above those charges that the Company has included in its tariffs for standard metering. The Non-standard Metering will be used for determining loads starting with the first Meter Read Date following the installation. The Company shall provide, but the Electricity Supplier shall pay, for the installation, operation and maintenance of the required compatible communication/telephone link in order to transmit the metered information to the Company. As long as it does not interfere with the Company's operations, the Electricity Supplier may opt to install their own communication link for their own interrogation purposes. Any meter installed and owned by the Company shall be used for billing, capacity obligation determination, transmission obligation determination, and energy reconciliation. All meters used for billing, whether required by the Company or requested by the Electricity Supplier, will be maintained and tested by the Company in accordance with Commission regulations. Additional metering services requested by the Electricity Supplier or the Customer and approved by the Company will be provided at charges as provided by the Company.

**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. 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.

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ISSUED BY CHARLES E. JONES, PRESIDENT

Issued August 26, 2011

Effective September 26, 2011

Issued in accordance with the Public Service Commission's Letter Order of September 21, 2011

**14.0: NON-UTILITY-SUPPLIED METERING** – Subject to operating constraints, competitive metering for commercial and industrial customers over 300 kW shall be available as of January 1, 2001 and for all other customers as of April 1, 2002 in accordance with the terms of the Restructuring Legislation. The terms and conditions of this Section will reflect the results of the Commission ordered Competitive Metering Roundtable scheduled to begin meeting September 4, 2000.

## **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 or the AP Control Area, 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 Coordination 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 Coordination 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.

**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 Supplier has the Customer's written authorization to do otherwise.

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ISSUED BY RODNEY L. DICKENS, PRESIDENT

Issued July 1, 2010

Effective July 15, 2010

Issued in accordance with the Public Service Commission's Letter Order of June 10, 2010

## 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 carrying out of Electricity Supplier responsibilities.

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

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

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

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ISSUED BY RODNEY L. DICKENS, PRESIDENT

Issued July 1, 2010

Effective July 15, 2010

Issued in accordance with the Public Service Commission's Letter Order of June 10, 2010

**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 duty for distribution service to Customers receiving Competitive Power Supply as to those receiving electric energy and capacity from the Company. In no event shall either party be liable to the other for any consequential, indirect, or special damages suffered by the other party arising from activities conducted pursuant to this Agreement.

**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 as a result of such interruptions or limitations of supply or for any other reasons beyond the Company's control. The Company also is not liable for any loss, costs, damages, or expense to the Electricity Supplier by failure to supply or by interruption, reversal, reduction, surge, or fluctuation in supply caused by events beyond the control of the Company or any cause except gross negligence or willful misconduct of the Company.

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

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ISSUED BY RODNEY L. DICKENS, PRESIDENT

Issued July 1, 2010

Effective July 15, 2010

Issued in accordance with the Public Service Commission's Letter Order of June 10, 2010

## SCHEDULE 1 Electricity Supplier Fees<sup>1</sup>

The following charges will apply to Maryland Electricity Suppliers receiving the services below which are addressed in the Stipulation and Settlement Agreement approved by Commission Order No. 77229 in Case No. 8851. Unless otherwise indicated, fees are effective July 1, 2000 and are frozen through December 31, 2008.

1. REGISTRATION FEE \$0

This Registration Fee is due at the time the application is filed. The Registration Fee is not applicable to any Electricity Supplier that does not take title to or supply electricity. This Registration Fee applies to all Electricity Suppliers registering with Allegheny Power to become the supplier of record for enrolled Customers.

2. GENERAL ADMINISTRATION FEE \$0 /MW/month July 1, 2000 through June 30,2003  
\$25 /MW/month effective July 1, 2003 through  
December 31, 2008

The MW value will be the Electricity Supplier's load contribution at the hour of the monthly peak load of the Allegheny Power - Maryland jurisdiction. This General Administrative Fee will be calculated and charged concurrent with "90-day" Settlement process based on the Electricity Supplier's actual MW load contribution at the peak hour. For any Electricity Supplier serving Eastalco Aluminum Company, the General Administration Fee associated with supplying Eastalco's load shall be capped through December 31, 2008 at the equivalent of 100 MW/month. This provision applies solely and exclusively to Eastalco's load at 5601 Manor Woods Road, Frederick, Maryland and shall not apply to service supplied to other Customers or to aggregation of load by other Customers.

The General Administration Fee is not applicable to any Electricity Supplier that does not take title to or supply electricity. This fee will be charged solely to Allegheny Power's Electricity Supplier of record.

3. TECHNICAL SUPPORT AND ASSISTANCE CHARGES \$65 per hour

Technical Support and Assistance Charges cover optional assistance that may be provided by the Company when requested by an Electricity Supplier. Allegheny Power will first furnish a free written estimate before providing the additional technical support and assistance services being requested.

4. INTERVAL METER DATA \$0 per meter per request through December 31, 2006

To the extent any Customer has authorized the provision of such data, there shall be no limit on the number of requests per Electricity Supplier of hourly/interval data for a particular Customer or account. Information provided shall include a minimum of 12 preceding months' data. This provision is applicable through December 31, 2006. The Company will supply electronic or manual data as requested in 15, 30 or 60-minute intervals. If AP believes that repeated requests for information have reached an abusive level, AP may petition the Commission for appropriate relief pursuant to Order No. 76045<sup>1</sup> or any other applicable orders. All Parties reserve all rights to respond in any manner to any such filing. Any relief requested by AP pursuant to this paragraph shall be limited so as to apply to only the entity (or entities) finally determined by the Commission to have abused its (their) right(s) to request non-interval meter data.

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<sup>1</sup> *In the Matter of the Commission's Inquiry into the Provision and Regulation of Electric Service (Electricity Supplier Fees – Pre-enrollment Data)*, Case No. 8738, Order No. 76045 (April 4, 2000) at 5.

**SCHEDULE 1**  
**ELECTRICITY SUPPLIER FEES (Concluded)**

5. NON-INTERVAL METER DATA \$0 per meter per request through December 31, 2008

To the extent any Customer has authorized the provision of such data, there is no limit on the number of requests per Electricity Supplier. Information provided shall include a minimum of 12 preceding months' data. If the Company believes that repeated requests for information are at an abusive level, the Company may petition the Commission for appropriate relief. Any relief sought by the Company shall apply only to entities found by the Commission to have abused their rights in requesting meter data. All Parties reserve all rights in responding to any Company filing alleging abuse.

6. UTILITY-SUPPLIER INTERFACE TESTING \$0 per request<sup>1</sup>

7. CONSOLIDATED BILLING \$0 per bill<sup>1,2</sup>

8. NETWORK TRANSACTION SERVICES \$0 per transaction<sup>1</sup>

9. CUSTOMER SWITCHING \$0 per switch<sup>1</sup>

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<sup>1</sup> Descriptions of these services are included in Attachment 5 of the Company's Settlement Agreement in Case No. 8797.

<sup>2</sup> In accordance with Attachment 5 of the Company's Settlement Agreement in Case No. 8797, Allegheny Power shall not charge any fee. In addition, Electricity Suppliers may be eligible to receive credits, for performing this service in conjunction with customer choice through December 31, 2008.

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ISSUED BY BRUCE E. WALENCZYK, VICE PRESIDENT

Issued March 27, 2002

Effective April 1, 2002

Approved at Public Service Commission Administrative Meeting of March 20, 2002 in Case No. 8797

**SCHEDULE 2**  
**Company Loss Factors**

For purposes of calculating Daily Load Estimates and energy reconciliation in Section 9 of this Tariff, the combined transmission and distribution line losses for Secondary, Primary, Subtransmission and Transmission voltage levels shall be calculated by multiplying hourly kWh sales delivered to Customers served at these voltage levels by the applicable line loss factor. Line loss factors are time-differentiated as on-peak and off-peak for each voltage classification. The on-peak line loss factors apply to the hours ended 8 a.m. to 11 p.m. Monday through Saturday. The off-peak line loss factors apply to all remaining hours. The applicable on-peak and off-peak line loss factors are:

<u>Voltage served</u>	<u>On-peak line losses</u>	<u>Off-peak line losses</u>
Secondary	9.513 %	8.671 %
Primary	7.542	6.893
Subtransmission	3.742	3.458
Transmission	2.245	2.028

The Company will make available the mapping of the voltage line loss factors to the respective rate schedules (rate codes) on the Company web-site. The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. Any such revision will be filed with the FERC, if required, and the Commission, provided to Electricity Suppliers via Internet electronic mail and posted on the Company's web-site, and become effective thirty (30) days after filing unless otherwise ordered by the Commission or the FERC. The Company will make a good faith effort to advise Electricity Suppliers of any change in these loss factors more than 30 days in advance of a change when warranted.

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ISSUED BY BRUCE E. WALENCZYK, VICE PRESIDENT

Issued March 27, 2002

Effective April 1, 2002

Approved at Public Service Commission Administrative Meeting of March 20, 2002 in Case No. 8797

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### SCHEDULE 3 POR Discount Rate Calculation

The Discount Rate recovers prudently incurred costs arising from the purchase of supplier receivables for retail customers receiving Company Consolidated Billing. The Discount Rate is recalculated each year and is effective for the 12 month period beginning each June, pending Commission approval. The Discount Rate will consist of estimated costs for the upcoming June through May and a Reconciliation Adjustment to correct for over/under-collection of actual and estimated data from the prior period ending each May.

The initial (unadjusted) Discount Rate is separated into the Service Types of Residential Standard Offer Service, Type I Standard Offer Service, Type II Standard Offer Service and Hourly-Priced Large Customer Service. The initial Discount Rate is derived by adding the Program Development Cost percentage and the Uncollectible Cost percentage, as defined below:

- a) The Program Development Cost percentage is calculated by dividing the actual and estimated Program Development Costs by the estimated electricity revenues billed for Electricity Suppliers, respective to each Service Type. Program Development Costs include, but are not limited to, programming, testing and other information technology costs directly associated with COMAR 20.53. Program Development Costs will be deferred and amortized over two years.
- b) The Uncollectible Cost percentage is calculated by dividing the estimated uncollectible expenses offset by collected late fee revenues by the electricity revenues billed for Electricity Suppliers, respective to each Service Type. Uncollectible Costs include all uncollectible costs associated with the obligation to purchase supplier receivables for retail customers receiving Company Consolidated Billing. Subsequent reconciliation of the Discount Rate will use actual uncollectible experience.

The Reconciliation Adjustment is calculated on the over/under-collection separately by Service Type. Over/under-collections are recorded in a regulatory asset or regulatory liability and represent the difference between cumulative costs eligible for recovery and discount amounts for purchased receivables. During its disposition, an Imbalance earns interest at the same rate as is paid on customer deposits pursuant to Sections 20.30.01.04 and 20.30.02.04 of the Code of Maryland regulations as determined annually by the Public Service Commission. The Reconciliation Adjustment rate is calculated by dividing the over/under-collection, including interest earned or owed, separately for each Service Type by the estimated electricity revenues billed for Electricity Suppliers.

The final Discount Rate is derived by adding the initial (unadjusted) Discount Rate to the Reconciliation Adjustment rate.

The final Discount Rate is as follows:

<u>Service Type</u>	<u>Discount Rate</u>
Residential Standard Offer Service	0.8645%
Type I Standard Offer Service	0.0000%
Type II Standard Offer Service	0.0000%
Hourly-Priced Large Customer Service	0.0000%

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued April 27, 2022

Effective June 1, 2022

Issued in accordance with the Public Service Commission's Letter Order of May 25, 2022

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ISSUED BY CHARLES E. JONES, PRESIDENT

Issued April 18, 2011

Effective June 1, 2011

Approved at Public Service Commission Administrative Meeting of April 27, 2011

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**SCHEDULE 4**  
**Seamless Moves****A. Customer Generated Move –**

If a Customer calls the Company to schedule a move in the Company's Service Territory, an EDI Move transaction (814M) will enable the Supplier serving a Customer's current account to move to the Customer's new account without service interruption. The Customer initiates the Seamless Move process by contacting the Company and providing the Company with their current and new service addresses with move-out and move-in dates ("Notification"). Certain enrollment criteria must be met for a Customer to be eligible for a Seamless Move.

**B. Enrollment/Eligibility Criteria:**

If the Customer is currently enrolled with a Supplier, the Company shall first determine whether the Customer is eligible for a Seamless Move. Eligibility requirements include:

1. The location of the Customer's new premise must be within the same utility Service Territory as the Customer's current premise;
2. The Customer must maintain the same rate class, billing rate, billing option, and tax exemption percentage at the Customer's new premise;
3. The Customer will not be permitted to back-date the service request;
4. The Company may require a Customer to provide at least one Business Days' notice prior to the effective date of the Seamless Move;
5. The Customer must provide the move-out and move-in dates concurrent to the Company initiating the Seamless Move, and there cannot be more than three Business Days' gap or three Business Days' overlap between the move-out and move-in dates;
6. A meter must be installed at the Customer's new premise at the time the Seamless Move is initiated; and
7. The Customer's current account must be active with an approved Supplier before the move date. There cannot be a pending transaction on the Customer's current account at the time of notification. The Company will advise the Customer of their eligibility for Seamless Moves at the time of the initial call.

**C. Generation of 814 Move Transaction**

If the criteria above have been met and the Customer is eligible for a Seamless Move, the Company will inform the current Supplier that the Customer will seamlessly move to the new account. The Company will generate and send an 814 Move transaction ("814M") to the Customer's Supplier. In the 814M transaction, the Supplier will receive the following information at a minimum:

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**Schedule 4**  
**Seamless Moves (Concluded)**

1. Customer contact information, including new address;
2. Customer's new utility account number associated with the new premise;
3. Move-in date;
4. Name, rate class and load profile;
5. Bill option and rate code;
6. Tax exemption percentage (if applicable);
7. Billing and meter read cycles; and
8. Meter information

Once the 814M transaction has been sent to the Supplier, the Supplier will begin to serve the new account seamlessly as of the service start date.

**D. Scheduling the Move/Transfer**

The Company will establish the new Customer account and schedule the move/transfer.

1. The Company will transfer summary data or interval data indicator to the new account.
2. The Company will send an 814 Drop request for the Customer's old location on the day of, or the day after, the Customer's move out date.

**E. Withdraw or Cancellation of 814 Move Transaction**

Once an 814M has been generated and sent to the Customer's Supplier, the Company should not withdraw or cancel the 814M, unless:

1. The Customer informs the Company they no longer wish to move. The Company will send an EDI 814 Drop request to cancel the Move. The Supplier will remain the active Supplier at the current location.
2. The Customer informs the Company they no longer wish to keep their active Supplier. The Company will observe the 3-day switch rule and send the appropriate EDI 814 Drop request.
3. The Customer does not activate the new account at the new location or fails to satisfy the Company's account requirements for the new location. The Company will send an EDI 814 Drop request to cancel the Move. The Supplier will remain the active Supplier at the current location.
4. The Customer changes its request and requests back date of service.
5. If the Customer makes a change to the move-in or move-out date after the 814M transaction has been generated, the Company should proceed with Move and generate the appropriate EDI 814 Change request.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued May 12, 2022

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