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**ELECTRICITY SUPPLIER**

**COORDINATION TARIFF**

**IN THE**

**DISTRICT OF COLUMBIA**



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An Exelon Company

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**1.0: DEFINITIONS/EXPLANATION OF ABBREVIATIONS**

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

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

**Business Day** - any day on which the Company's and/or PJM's Corporate offices are open for business.

**Charge** - any fee that is billable by the Company to the Electricity Supplier under this Tariff, including any fee(s) for Coordination Services.

**Commission** - the Public Service Commission of the District of Columbia.

**Company** - also known as Electricity Company or Potomac Electric Power Company.

**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, and transmission and ancillary services provided by an Electricity Supplier to Customers; except that Competitive Power Supply does not include energy, capacity, transmission or ancillary services, provided to Customers by the Company in the provision of Standard Offer Service.

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

**Coordinated Electricity Supplier** - an Electricity Supplier that has appointed a Scheduling Coordinator as its designated agent for the purpose of submitting energy schedules to the PJM Office of Interconnection.

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

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

**Credit Resources** - financial resources, including but not limited to investment-grade bond rating, a guarantee from a parent entity with an investment-grade bond rating, and/or a letter of credit or cash deposit in the Credit Amount.

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

**Customer** - any person, partnership, association, corporation or governmental agency or other entity or its duly authorized representative receiving Competitive Power Supply from an Electricity Supplier.

**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" - competitive Electricity Supplier, or Supplier** means a person, other than the SOS Administrator, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or, markets electricity for sale to customers, and shall have the same meaning as the term "Electricity Supplier" set forth Section 101 of the Retail Electric Competition and Consumer Protection Act of 1999, effective May 9, 2000 (D.C. Law 13-107; D.C. Official Code § 34-1501). For the purpose of this document, the Company is not an Electricity Supplier in the provision of Standard Offer Service.

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

**Electronic Data Interchange (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 electrical system of others to which the Company's electrical system is directly or indirectly connected. Such a condition or situation includes, but is not limited to, potential overloading of the Company's transmission and/or distribution circuits, PJM minimum generation ("light load") conditions, unusual operating conditions on either the Company's or the Electricity Supplier's electrical system or conditions such that the Company is unable to accept energy from the Electricity Supplier without jeopardizing the Company's electrical system or the electrical systems of others to which the Company's electrical system is directly or indirectly interconnected.

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

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

**Insolvency** - 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.

**Interval Metering** - metering equipment that supplies hourly or sub-hourly kWh and kWd readings.

**Load Serving Entity or "LSE"** - a PJM tariff term referring to an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end-users within the PJM control area.

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

**Meter Read Date** - the date on which the Company reads a meter.

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

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

**PJM** - PJM Interconnection, L.L.C.

**PJM Control Area** - the area encompassing electric systems recognized by the North American Electric Reliability Council as the "PJM Control Area."

**PJM OI** - the PJM Office of Interconnection, the system operator for the PJM Control Area.

**PJM Tariff** - the PJM Open Access Transmission Tariff on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the PJM Control Area.

**Scheduled 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 the regularly scheduled billing cycles of the Company.



**Scheduling Coordinator** - an entity recognized by the PJM OI and qualified to act on behalf of the Electricity Supplier in taking such actions with PJM as are necessary in order for Electricity Supplier's obligations as defined in this Tariff to be met, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection, L.L.C., or (2) is the PJM-approved agent for scheduling purposes, of one or more Electricity Suppliers that are members of the PJM Interconnection, L.L.C.

**Service Territory** - the District of Columbia.

**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 Meter Reading Dates in order to enable a bill to be created in accordance with the regularly scheduled billing cycle.

**Standard Offer Service** - electricity service that the Company must offer, until at least through January 1, 2005 to its customers who do not otherwise receive electricity from an Electricity Supplier.

**Undisputed Charges** - charges for Coordination Services for which Electricity Supplier has not invoked the dispute resolution provisions of Section 16 of the Tariff.

**2.0: GENERAL TERMS AND CONDITIONS**

**2.1 Scope and Purpose.** This document sets forth the basic requirements for interaction and coordination between the Company as the Local Distribution Company (Company) and each Electricity Supplier necessary for ensuring the delivery of Competitive Power Supply.

**2.2 Electricity Supplier's Responsibilities to Customers.** The Electricity Supplier shall be solely responsible for having all necessary and appropriate contractual or other arrangements with its Customers, consistent with Commission rules and regulations and with this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**2.3 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 Power Supply from Electricity Suppliers to their Customers via the Company's distribution 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 Commission. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act (FPA), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Company shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to support this Tariff.

**2.6 Electricity Supplier Obligations.** Unless otherwise indicated, an Electricity Supplier will be required to:

- a) Obtain a license and any other necessary approvals from the Commission and any other appropriate agencies and local governments for participation in the retail energy market;
- b) Execute all appropriate Control Area Operator 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, that it is equipped with the communication capabilities necessary to comply with Electronic Data Interchange (EDI) testing requirements as approved by the Commission; and
- f) Pay all present or future federal, District of Columbia, 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.

**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 15.

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

The Electricity Supplier shall meet all applicable reliability standards established by the Mid-Atlantic Area Council of the North American Electric Reliability Council or its successor, PJM or its successor, the FERC, the Commission, or any other State, regional, federal or industry body with authority to establish reliability standards.

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

### 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 not retain more than one Scheduling Coordinator with the Company. An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator for all the Electricity Supplier's responsibilities, including installed capacity obligation, import capability, 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.** To designate a Scheduling Coordinator, the Electricity Supplier must provide the Company with a completed Scheduling Coordinator Designation Form fully executed by both the Electricity Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplant or replace any agency contract between the Electricity Supplier and a Scheduling Coordinator.

**3.3 Change of Scheduling Coordinator.** The Electricity Supplier shall notify the Company in writing if it changes 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 the Company receives notification less than 10 business days before the first day of that month, the effective day of the change shall be the first day of the subsequent month. The Company will provide confirmation of receipt of change of Scheduling Coordinator to the Electricity Supplier within 2 Business Days of receipt of such notice. In the event the Electricity Supplier ceases using a Scheduling Coordinator, the Electricity Supplier shall immediately assume the direct performance of all Electricity Supplier responsibilities under this Tariff.

**3.4 Load Scheduling Through a Scheduling Coordinator.** Coordinated Electricity Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Electricity Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Electricity Suppliers.

**3.5 Primary Obligations of Electricity Supplier.** Notwithstanding any designation of a Scheduling Coordinator, the Electricity Supplier remains responsible for fulfilling all of its obligations and requirements under this Tariff.

**4.0: COMMENCEMENT AND TERMINATION OF COORDINATION SERVICES**

**4.1 Application Process to Company.** An Electricity Supplier seeking to sell electricity in the Company's Service Territory must deliver a completed Electricity Supplier Application Package (Package) to the Company.

**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 (See Pepco web page at [www.pepco.com](http://www.pepco.com));
- b) A completed EDI Trading Partner Agreement;
- c) A Supplier Coordination Agreement fully executed by an Electricity Supplier Representative;
- d) Written evidence that the Electricity Supplier is a member in good standing and is a signatory to applicable PJM agreements either directly or through a Scheduling Coordinator;
- e) A completed Credit Application Form fully executed by an Electricity Supplier Representative (See Pepco web page at [www.pepco.com](http://www.pepco.com).);
- 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 the District of Columbia; and
- g) Any registration or processing fee set forth in Schedule 1.

**4.1.2 Notice of Incomplete Package for Tariff Service.** In the event an Electricity Supplier submits an incomplete Package, the Company will provide 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 the Electricity Supplier. For approved applications, the Company shall execute the necessary agreements and return executed copies to the Electricity Supplier. Upon rejection of any application, the Company shall provide the affected Electricity Supplier with written or electronic notice of rejection and shall state the basis for the rejection. If the Company rejects the application of any Electricity Supplier licensed by the Commission, 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 a Company Tariff;
- b) The Electricity Supplier has failed to satisfy the Company's credit requirements; or
- c) The Electricity Supplier has failed to deliver to the Company a completed Package within 30 days of written notice of the Package's deficiency.

**4.1.5 Conditional Acceptance of Package.** Where grounds for rejection of an Application Package exist due to outstanding and undisputed debts owed to the Company by an Electricity Supplier or an affiliate thereof, the Company may offer the affected Electricity Supplier a conditional acceptance if the Electricity Supplier pays such debts before it receives Coordination Services. If the Electricity Supplier rejects the Company's offer of conditional acceptance under this Section, then its Application Package for Coordination Services will be deemed rejected.

**4.2 Commencement of Coordination Services.** Coordination Services under this Tariff shall commence within 15 days after the execution by all parties of the Supplier Coordination Agreement, provided that all of the information necessary for the Company to provide services has been provided to the Company and any conditions have been satisfied by the Electricity Supplier.

**4.3 Notice of Electricity Supplier Discontinuance to the Company.** The Electricity Supplier shall provide to the Company the same notice of discontinuance or cessation of business that the Electricity Supplier is required to provide the Commission pursuant to Commission regulations and procedures.

**4.4 Termination of Coordination Services.** Coordination Services under this Tariff will or may be terminated as follows:

**4.4.1 Supplier Cessation of, or Withdrawal from, Participation.** In the event the Electricity Supplier ceases to participate or otherwise withdraws from the provision of Competitive Power Supply to Customers in the Company's Service Territory, the Supplier Coordination Agreement between the Electricity Supplier and the Company shall terminate 30 days following the date on which the Electricity Supplier 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:

- The Electricity Supplier's ability to pay 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 payments due the Company, if the Electricity Supplier will be performing Consolidated Billing; and
- 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 required Electricity Supplier's 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 funds 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.

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**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.

**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) Electricity Supplier's failure to maintain a valid license from the Commission as an Electricity Supplier;
- b) Electricity Supplier's failure to maintain its PJM membership as a Load Serving Entity in good standing, and/or to meet its PJM requirements directly or through a Scheduling Coordinator;
- c) Failure of Electricity Supplier to maintain credit standards noted in the Creditworthiness Section of this Tariff;
- d) Electricity Supplier's failure to make payment of any Undisputed Charges for Coordination Services in the time prescribed;
- e) Electricity Supplier Insolvency;
- f) 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
- g) Breach of the Supplier Coordination Agreement.

**6.3 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 ten Business Days after its receipt of such notice; or (ii) the noncompliance cannot be cured within such period and the Noncompliant Party does not commence action to cure the noncompliance within such period and, thereafter, diligently pursue such action to completion. In the case of the Electricity Supplier's failure to maintain its status as a Commission-licensed Electricity Supplier or the Electricity Supplier's failure to meet its PJM obligations either directly or through a Scheduling Coordinator, or Electricity Supplier's Insolvency, no notice shall be required or opportunity to cure permitted.

**7.0: CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW**

**7.1 Disclosure by Selected Electricity Supplier.** The Electricity Supplier must notify its Customers that by signing up for Competitive Power Supply with the Electricity Supplier, the Customer is consenting to the disclosure by the Company to the Electricity Supplier of certain basic information about the Customer. At a minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number, data about meter readings, rate class and electric usage, the Customer's name, address(es) and telephone number, or as otherwise may be consistent with Commission rulings.

**7.2 Procedure to Formalize Selection of Electricity Supplier.** In order to initiate a Competitive Power Supply, the Electricity Supplier will obtain appropriate authorization, including that required by Section 15.2, from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Electricity Supplier in accordance with the rules and regulations of the Commission.

**7.2.1 Authorization Record.** It is the Electricity Supplier's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Section 7.1 and has provided written consent required by Section 15.2.

**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 and any procedures established by the Commission. Upon receipt of the electronic file from the Electricity Supplier, the Company will confirm receipt of the file. Within 1 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 procedures. The last enrollment transaction received at the days end will be effective three business days after receipt of the electronic enrollment transaction. All electronic transactions associated with enrollment processing must be performed in accordance with this Tariff and applicable Commission data exchange standards, rules and regulations.

**7.3 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 that Customer as for the initial Competitive Power Supply. The Company will notify the Customer's current Electricity Supplier that the Customer has elected to terminate service from that Electricity Supplier once the enrollment transaction has been received by the Company.

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

**7.5 Customer Designation to Control.** Electricity Supplier acknowledges and agrees that the Company will give effect to the last Customer request to change to a new Electricity Supplier in a single billing cycle, and consequently all other Customer designations of an Electricity Supplier in that billing cycle will be rejected by the Company unless and until the Company receives electronic notice from the Customer's current Electricity Supplier that the Customer has cancelled its contract with that Electricity Supplier.

**7.6 Switch from Electricity Supplier to Standard Offer Service.** This Section applies when the Company is the provider of Standard Offer Service. If a Customer contacts the Company to request a change from the Electricity Supplier to the Company's Standard Offer Service, the Company will process the request in accordance with the same procedure outlined in Section 7.2.3. The Company will send the Customer a confirmation letter notifying the Customer of the request. The request will be effective three business days after receipt of the electronic transaction. The Company will notify the Customer's current Electricity Supplier of the discontinuance of service to the Customer from that Electricity Supplier. The Electricity Supplier acknowledges that the Company will accept Customer requests to switch to Standard Offer Service via a telephone call to the Company's Customer Service Center, and that a signed contract will not be required of the Customer. The Company will use its best efforts to assure the integrity of such verbal Customer requests.

**7.7 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.

**7.8 Supplier Discontinuance of Service.** When initiating the discontinuance of service to Customers, the Electricity Supplier must comply with the notification requirements of the Commission and submit a valid 'drop' transaction to the Company three business days prior to the date service is to be discontinued.

**7.9 Effective Date of Discontinuance.** Any discontinuance will take effect three business days from the date of the transaction and in accordance with the provisions of this Tariff that govern a retail Customer's changes of Electricity Supplier.

**7.10 Customer Number Change.** If the Company elects 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.

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

**8.0: GENERAL LOAD OBLIGATION ALLOCATION METHODS**

**8.1 The Company's Role.** The Company shall allocate hourly energy, and daily 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 accounts which do not have Interval Metering, the Company will provide load profiles for various classes from the Company's load research. The load profiling methodology may be updated on a periodic basis throughout the duration of the Supplier Coordination Agreement, subject to Public Service Commission approval. 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 12 months of historical non-interval usage data on each Customer's monthly billing statement. The Company will provide historical interval and non-interval usage data in an electronic format in accordance with Commission regulations and applicable provisions of this Tariff. The cost for providing this service is:

**8.3.1 Monthly Non-interval Account Data.** Each request is \$110.00. The first 100 accounts in each request will be charged at a fixed rate of \$110.00. Any data requests that exceed 100 accounts will be billed at an incremental charge of \$1.00 per account. Twelve months of usage data will be provided with each account usage request. Usage requests may not exceed the last 24 months of historical usage data (See Schedule 1).

**8.3.2 Monthly Interval Account Data.** For each month of account interval usage data provided, the Electricity Supplier will be charged \$8.00. Usage requests may not exceed the last 24 months of historical data (See Schedule 1).

**8.3.3** If the Electricity Supplier requests historical load usage data (interval or non-interval) prior to the Customer's enrollment, the Electricity Supplier shall first obtain the Customer's consent in writing for the release of such data.

**8.3.4 Monthly Non-interval Account Data – EDI Requests.** An Electricity Supplier or other entity that has successfully completed and passed EDI testing with the Company may request historical non-interval data from the Company via EDI. Each electronic request is \$0.54 per account. Twelve months of usage data will be provided with each electronic account usage request. Usage requests may not exceed the last 12 months of historical usage data.

**8.4 Rounding to Whole Megawatts.** So long as the PJM OI or its successor requires the scheduling and delivery of energy only in whole MW, the Company will round each Electricity Supplier's aggregate load value for each hour to a whole MW value for PJM's interchange accounting purposes.

**8.5 System Losses.** For purposes of the Electricity Supplier's load calculations, the applicable system losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) by the applicable system loss factor. The applicable system loss factor will be determined by the Customer's class. The applicable system loss factors are attached hereto as Schedule 2 and are subject to change from time to time to reflect changes in system losses or any separate charges on transmission customers that PJM may impose or change for the level of transmission line losses that is included in these factors. Any amendments to these loss factors will be filed with the Commission, and the FERC if required, provided to the Electricity Supplier, and become effective 30 days after filing unless otherwise ordered by the Commission or the FERC. The Company will file any such revision and propose that it become effective concurrently with any change in or imposition of separate PJM line loss charges. The Company will make a good faith effort to advise the Electricity Supplier of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

**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 PJM metered zonal hourly energy. 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 Reliability Assurance Agreement (RAA) establishes the Installed Capacity Obligation of Load Serving Entities in PJM for the purpose of ensuring the adequacy of supply during peak load periods. PJM's implementation of the RAA places certain obligations on the Company to calculate and report system peak load contribution data for each Customer attributable to the Electricity Supplier.

**9.1.1** Customer specific - In accordance with the PJM RAA and PJM rules and procedures, the Company will calculate a system peak load contribution "tag" for each Customer. Such calculation will be updated from time to time in accordance with PJM rules and procedures. All calculation methods and results will be made available to the Electricity Supplier.

**9.1.2** Daily Electricity Supplier obligation - The Company will report to PJM, according to PJM procedures, the sum of the system peak load contributions for all Customers served by the Electricity Supplier.

**9.2 Transmission.** The PJM Open Access Transmission Tariff (OATT) establishes the Network Service Transmission Obligation of Load Serving Entities in PJM. PJM's implementation of the OATT places certain obligations on the Company to calculate and report zonal peak load contribution data for each Customer attributable to the Electricity Supplier.

**9.2.1** Customer specific - In accordance with the PJM OATT and PJM rules and procedures, the Company will calculate a zonal peak load contribution "tag" for each Customer. Such calculation will be updated from time to time in accordance with PJM rules and procedures. All calculation methods and results will be made available to the Electricity Supplier.

**9.2.2** Daily Electricity Supplier obligation - The Company will report to PJM, according to PJM procedures, the sum of the zonal peak load contribution for each Customer served by the Electricity Supplier.

**9.3 Load Forecasting.** The Company is not obligated to provide load-forecasting services. The Electricity Supplier is responsible for forecasting its Customer's load obligations. The Company will provide load forecasting services to the Electricity Supplier, if the Electricity Supplier chooses. The Electricity Supplier is responsible for review, modification and submittal of the load forecast to PJM. The Company is not responsible for any load forecasting errors and shall not be liable to the Electricity Supplier for any costs that are associated with such errors.

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

**9.5 The Day-After Settlement.** The Day-After Settlement occurs after the day of dispatch. PJM will perform the first portion of settlement as part of its wholesale accounting procedures by comparing the Electricity Supplier's supply schedule to the load responsibility [(See 9.5.6)] submitted by the Company. In the Day-After Settlement, PJM will bill or credit the Electricity Supplier for the difference each hour between (i) any hourly energy amounts actually supplied by the Electric Service Provider; and (ii) the hourly load responsibility of the Electricity Supplier. The difference will be billed or credited to 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.

**9.5.1 Estimated Customer Consumption.** The Company will estimate hourly Customer consumption quantities as follows:

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

**9.5.1.2 Monthly Metered Customers.** The class average load profile will be determined in accordance with the load profiling methodology. The class average profile will be scaled according to each Customer's historical consumption factor.

**9.5.1.3 Apply Losses.** The Customer's estimated usage by hour from Section 9.5.1.1 will be multiplied by the appropriate loss factor respective to Customer class per Section 8.5 to determine the Customer's estimated gross usage by hour.

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

**9.5.1.5 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the aggregate PJM zonal load for the Company's zone. Any differences will be allocated to the Electricity Supplier and the Company's loads on a non-discriminatory basis in accordance with Section 8.6.

**9.5.2 Submit Estimated Load Obligation Data to PJM.** The Company will compute and submit to PJM the complete hourly estimated load obligation data quantities for each day. Such PJM data submittals will be in accordance with PJM accounting deadlines as outlined in the PJM Operating Agreement. Estimating the load obligation involves statistical samples and estimating error. The financial consequences of such errors shall be addressed and resolved pursuant to PJM procedures. Neither the Company nor the Electricity Supplier shall be responsible to the other for any estimating errors.

**9.5.3 Financial Settlement and Billing.** The Company and the Electricity Supplier will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit the Electricity Suppliers and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Oversupplies and undersupplies will be calculated as determined by PJM.

**9.6 The "60 Day" Settlement/Consumption Energy Imbalance.** The second portion of the settlement process occurs after all actual monthly and interval energy usage data has been processed for the day in question (approximately 45-60 days later). Consumption Energy Imbalance service accounts for mismatches between the Day-After Load Estimation for the Electricity Supplier and the energy that was actually used by its Customers. Given the absence of universal real-time metering, the calculation of Consumption Energy Imbalance quantities must typically occur after the monthly reading, or monthly estimation, of Customers' meters.

**9.6.1 Meter Data Collection.** Meter data collected 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 monthly meter reading.

**9.6.2 Monthly Metered Customers.** Data from monthly-metered Customers is collected in subsets corresponding to Customer billing cycles (billing routes), which close on different days of the month. The Company shall convert such meter data, including estimates, for Customers to the equivalent hourly usage. Load profile class load curves will be scaled to metered usage to derive an estimate for the hour-by-hour usage.

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

**9.6.3.1 Apply Losses.** The monthly-metered Customer's estimated usage by hour and the interval metered Customer's hourly usage will be multiplied by the appropriate loss factor respective to Customer class to determine the Customer's gross usage by hour.

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

**9.6.3.3 Allocate Unaccounted for Energy (Residual).** The gross hourly loads for the Electricity Suppliers and the Company will be compared to the aggregate PJM zonal load for the Company's zone. Any differences will be allocated to the Electricity Supplier and the Company's loads on a non-discriminatory basis in accordance with Section 8.6.

**9.6.3.4 Calculate Consumption Energy Imbalances.** Hourly Consumption Energy Imbalances are calculated respective to each Electricity Supplier's Estimated Day-After Settlement Load Obligations.

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

**9.6.5 Financial Settlement and Billing.** The Company and the Electricity Supplier will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit the Electricity Suppliers and the Company for oversupplies and undersupplies at an hourly price through the PJM grid accounting system. Oversupplies and undersupplies will be calculated as determined by PJM.

**9.7 Settlement Beyond "60 Days".** Subsequent to the "60 Day Settlement", PJM's monthly bills to the Company and 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 Supplier.

**9.8 Settlement Calculations.** Settlement calculations will be provided up on request.

**10.0: ACTIVE LOAD MANAGEMENT (ALM)** Pepco shall continue to offer voluntary ALM programs to its distribution customers. The Company will continue to receive all PJM capacity benefits from the operation of these programs. The Company's ALM programs are deregulated effective January 1, 2001 and, therefore, Pepco is free to modify any of the terms of its existing ALM programs including the level of participant credits, on or after this date.

**10.1 ALM Operation.** The Company shall have the right to operate its ALM programs in response to PJM requests or whenever the Company determines it to be appropriate or necessary.

**10.2 Ownership, Maintenance, and Operation of ALM Devices.** The Company will continue to own, operate and maintain all ALM equipment, hardware, and software that it has paid for and installed.

**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 Retail Electric Service 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.

**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.

**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 PJM, the Electricity Supplier and any energy source, or a Scheduling Coordinator and any Coordinated Electricity Suppliers.

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

**12.1 Notification Of Retail Customer Billing Option:** 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 must notify the Company of the Customer's choice of billing option during initial enrollment of that Customer. If a Customer changes his/her billing option after initial enrollment, the Electricity Supplier must notify the Company of the change in accordance with the procedures approved by the Commission.

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

**12.2.1 Billing Format – Bill Ready:** If the Company renders a consolidated bill, the Supplier must transmit its billing information to the Company in a bill ready format and in accordance with the billing practices and EDI standards accepted by the Commission. A) The Supplier must calculate and send its Customers' charges to the Company within 3 Business Days of receipt of the meter read data. If the Electricity Supplier fails to transmit its Customers' information to the Company in the required timeframe, the Company will not render a consolidated bill. 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.

**12.2.2 Purchase of Electricity Supplier Receivables:** When an Electricity Supplier elects to use Company Consolidated Billing, the Company will purchase the Electricity Supplier's receivables pursuant to Commission rules and regulations and any other provisions of this Tariff. A) All electricity charges resulting from the Supplier provision of Competitive Power Supply for Customers billed using Company Consolidated Billing will be purchased. The Company will not purchase receivables associated with non-commodity charges or Early Termination Fees (ETF). B) In the event a Customer is converted from Electric Company Consolidated Billing to Separate (Dual) Billing, Supplier and Company will each be responsible for its own receivables effective as of the start of Dual Billing. C) The Company will pay all undisputed charges to the Electricity Supplier by the 5th day from due date noted on the consolidated bill 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 Company charges pursuant to applicable Tariffs. F) In the event a Customer disputes an Electricity Supplier's charges and notifies the Company, the Company can withhold the disputed amount from that Electricity Supplier until such time that the Company is notified that the dispute has been resolved. G) 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. H) The Company may add to or deduct from any payments due to Electricity Suppliers amounts that may result from reconciliations, adjustments or recalculations of estimated readings, cancel and rebills or any applicable billing adjustment. I) The Company shall also purchase accounts receivables 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.

**12.2.3 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.

**12.3 Billing and Payment Programs.** The Company has the following programs that may impact customer bills.

**12.3.1 Average Payment Plan:** The Company will continue to offer the Average Payment Plan (budget billing) for its charges. Customers enrolled in the Average Payment Plan will remain on the Plan for charges for the Company's services regardless of the Customer's choice for Competitive Power Supply Services or the billing method selected. Customers seeking to enroll in or terminate from, the Average Payment Plan must do so by contacting the Company.

**12.3.2 Pre-Authorized Transfer:** The Company will continue to offer the Pre-Authorized Transfer program for all charges billed on a Company rendered bill. Customers seeking to enroll in, or terminate from, the Pre-Authorized program must do so by contacting the Company.

**12.4 Meter Reading Information for Billing Purposes:** The Company will read the Customers' meters in accordance with its customary practices. The Company will provide the Electricity Supplier with actual or estimated meter read data in accordance with Commission approved procedures.

**12.5 Bill Due Date:** For consolidated billing options, the Electricity Supplier must adopt the same bill due date as the Company. Most bill due dates will be in accordance with the Company's published bill schedule.

**12.5.1 Utility Responsibilities in the event of Supplier Default:** A defaulted Electricity Supplier as defined in Section 6.3 using Electricity Company consolidated billing services remains obligated to provide the Electricity Company with information necessary to allow the Electricity Company to continue consolidated billing through the conclusion of the billing cycle in which the default occurred. The defaulted Electricity Supplier is prohibited from issuing bills to persons who were customers at the time of the default unless specifically

authorized by the Commission. A) A request to authorize an Electricity Supplier to bill directly may be made to the Commission by the Company or the applicable Electricity Supplier. B) The defaulted Electricity Supplier and the Company shall continue to abide by the Supplier Coordination Agreement.

**12.5.2: Receipt of Billing Data:** The non-billing party must calculate and send its Customers' charges to the billing party within 3 Business Days of receipt of the meter read data. The non-billing party must send the data in a Commission approved EDI bill-ready format.

**12.6 Electricity Company Consolidated Billing (Rate Ready Format):** The Company will accept billing information from an Electricity Supplier in a rate ready format under fees, terms and conditions mutually agreeable to the parties.

**12.7 Failure to Issue Consolidated Bill:** If the Company or the Electricity Supplier fails to bill the non-billing party's charges in a timely fashion and in accordance with this Tariff and the Commission's requirements, the billing party will purchase the receivables from that non-billing party.

**12.8 Separate Billing:** If the Customer chooses to have separate bills rendered from the company and the Electricity Supplier, the Company will render its bills consider with its standards billing practices. The Company will follow its credit and collection policies for collection.

**12.9 Payments from Consolidated Billing Party to Non-Billing Party:** The billing party issuing a consolidated bill will remit funds payable to the non-billing party via Commission approved procedures.

**12.10 Payment Posting:** Payments received by a consolidated billing party will be posted in accordance with the Commission's procedures.

**12.11 Credit and Collections:** The Company will follow its credit and collection policies for collection.

**12.12 Taxes:**

In accordance with Commission procedures, the entity that originates the charge is responsible for, and shall remit and file taxes applicable provided by the Company.

**12.12.1** The Company is responsible for calculation, collection and remittance of all applicable taxes assess on delivery service or other products and services provided by the Company

**12.12.2**

The Electricity Supplier is responsible for calculation, collection and remittance of applicable taxes assess on all products and services by the Electricity Supplier.

**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 Retail Electric Service Tariffs for standard metering. The Non-standard Metering will be used for determining billing components required by the Customer's prevailing Retail Electric Service Tariff, as well as additional information requested by the Electricity Supplier, 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 its own communication link for its 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 Special Meter Reading.** A Special Meter Reading fee is applicable to each meter reading requested by an Electricity Supplier that is not on the Company's Scheduled Meter Read Date or time. The Company will use its best efforts to accommodate Special Meter Reading requests within five (5) business days of the date of the request. The fees for Special Meter Reading are provided in Schedule 1.

**13.5 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.

**14.0: SYSTEM OPERATION**

**14.1 Curtailment.** The Company shall have the right to curtail, interrupt or reduce the Electricity Supplier's supply of electric energy and the right to disconnect the Electricity Supplier's Customers whenever the Company determines, or when the Company is directed by PJM, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's facilities; to maintain the safety and reliability of the Company's electrical system; as directed by governmental authorities; or due to Emergencies, forced outages, potential overloading of the Company's transmission and/or distribution circuits, or Force Majeure. Any other provisions of this Tariff that may seem to contradict this right shall be subordinated to this right. Curtailments and/or disconnects will be carried out in a nondiscriminatory manner with respect to a Customer's Electricity Supplier.

**14.2 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.

**14.3 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.

**15.0: CONFIDENTIALITY OF INFORMATION**

**15.1 Generally.** All information made available by the Company to the Electricity Supplier in connection with the provision of 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 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.

**15.2 Customer-Specific Information.** The Company will not provide to the Electricity Supplier Customer-specific information, without the Customer's written consent, except for information as allowed by the Commission for bill collection or credit rating reporting purposes or pursuant to Section 7.1 of this Tariff. The Electricity Supplier shall keep all such Customer-specific information supplied by the Company confidential unless the Electricity Supplier has the Customer's written authorization to do otherwise.

**16.0: DISPUTE RESOLUTION**

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

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

District of Columbia Public Service Commission  
1325 G Street, NW - #800  
Washington, DC 20005

**17.0: 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.

**18.0: REGULATORY AUTHORIZATIONS AND JURISDICTION**

**18.1 Compliance with Applicable Legal Authorities.** The Company and the Electricity Supplier are subject to, and shall comply with, all existing or future applicable federal, District of Columbia, 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, District of Columbia or local statute, regulation, rule or order in order to provide service to 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.

**18.2 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 District of Columbia 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.



**19.0: LIMITATION OF LIABILITY**

**19.1 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 Tariff.

**19.2 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 willful default or willful neglect of the Company.

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

**20.0: MISCELLANEOUS PROVISIONS**

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

District of Columbia Public Service Commission  
1325 G Street, NW – #800  
Washington, DC 20005

**20.2** **No Prejudice of Rights.** The failure of either party to insist on any one or more instances upon strict performance of any provisions of this Tariff, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

## Schedule 1: CHARGES FOR ELECTRICITY SUPPLIER SERVICES

<p>Supplier Registration Fee</p> <ul style="list-style-type: none"> <li>▪ One-time fee</li> <li>▪ Covers cost associated with processing registration, credit application and EDI</li> </ul>	\$ 350.00
<p>Account Management and Energy Coordination</p> <ul style="list-style-type: none"> <li>▪ Calculated based on monthly MWH sales</li> <li>▪ Includes services required to support Supplier participation in Retail Choice, including enrollment, confirmation, scheduling, settlement, EDI, Web site.</li> </ul>	\$ .11 per MWH, per month
<p>Consolidated Billing Fees:</p> <ul style="list-style-type: none"> <li>▪ Residential (for each bill rendered)</li> <li>▪ Non-Residential (for each bill rendered)</li> </ul>	\$0.62 \$0.75
<p>Historical Consumption Request - Non interval Data</p> <ul style="list-style-type: none"> <li>▪ Charged on all usage requests except those associated directly to an EDI enrollment transaction.</li> <li>▪ 12 months of consecutive monthly data is provided for each account included in a request.</li> <li>▪ Requests must be in an EXCEL compatible format.</li> <li>▪ Covers usage requests for up to 100 accounts. Requests that exceed the 100 limit will be charged at a rate of \$1.00 per each account above the 100 limit.</li> <li>▪ Consumption data may be available for up to the last 24 months of usage history.</li> <li>▪ The company provides 12 months of historical non-interval usage data on each customer's monthly billing statement free of charge.</li> </ul>	\$110 per each request (covers first 100 accounts) \$1.00 will be charged for each account requested above 100.
<p>Historical Consumption Request via EDI - Non Interval Data</p> <ul style="list-style-type: none"> <li>▪ Charged on all usage requests via EDI, except where the usage request is associated with an EDI enrollment transaction.</li> <li>▪ Requesting entity must have successfully completed EDI testing with the Company prior to making the request.</li> <li>▪ Last twelve months of consecutive usage data will be provided.</li> <li>▪ Each account usage request will be billed at \$0.54.</li> </ul>	\$0.54 per each account
<p>Historical Consumption Request - Interval Data</p> <ul style="list-style-type: none"> <li>▪ For each month of account interval usage provided the Supplier will be charged \$8.00.</li> <li>▪ Usage cannot be provided beyond the last 24 months of billing data.</li> <li>▪ Charged on all usage requests except those associated directly to an EDI enrollment transaction.</li> <li>▪ Requests must be in an EXCEL compatible format.</li> </ul>	\$8.00 per each month of data

## Schedule 1: CHARGES FOR ELECTRICITY SUPPLIER SERVICES (Continued)

Meter Services Fees	
<b>Request Type</b>	<b>Special Meter Reading</b>
Residential	\$20.00
Commercial	\$26.00
Interval Data	\$86.00
Advanced Metering	N/A

## Schedule 2: District of Columbia Loss Factors

**Loss Adjustment Factors For Capacity and Transmission Requirements\***

<b><u>CLASS</u></b>	<b>Loss Adjustment Factors</b>
Residential	1.0963
General Service	1.0964
General Service Low Voltage	1.0964
General Service High Voltage	1.0770
General Service Time Metered Low Voltage	1.0941
General Service Time Metered High Voltage <69 kV	1.0595
General Service Time Metered High Voltage 69kV	1.0442
Rapid Transit - DC	1.0589
Street Lighting - DC	1.0989

\* 2011 Demand Loss Analysis

**Loss Adjustment Factors For Hourly Energy \*\***

<b><u>CLASS</u></b>	<b>Loss Adjustment Factors</b>
Residential	1.0572
General Service	1.0572
General Service Low Voltage	1.0572
General Service High Voltage	1.0491
General Service Time Metered Low Voltage	1.0559
General Service Time Metered High Voltage <69 kV	1.0347
General Service Time Metered High Voltage 69kV	1.0268
Rapid Transit - DC	1.0354
Street Lighting - DC	1.0624

\*\* 2011 Energy Loss Analysis

**Schedule 3: District of Columbia - Discount Rate for Purchase of Receivables (POR)**

- 1) The initial (unadjusted) Discount Rate for Residential Service Customers served under Schedules R (including Rider RAD) and MMA, Non-Residential Small Commercial customers served under Schedules GS ND, T, SL, OL LED, TS and TN, Large Commercial customer served under Schedules GS-LV, GS 3A, MGT LV, GT LV, MGT LV, GT 3A, GT 3B and RT customers served under Schedules GS-ND, GS-LV, GS 3A, MGT LV, GT-LV, MGT LV, GT 3A, T, SL, OL LED, TN, and TS of the Retail Electric Service Tariff is calculated as follows:
  - a) The Uncollectible Expense Component percent is calculated by dividing the Electric Supplier uncollectible expenses associated with each rate schedule by the electricity revenues billed for all Electricity Suppliers for that rate schedule.
  - b) The Late Payment Revenue percent is calculated by dividing the Electric Supplier Late Payment Revenue associated with each rate schedule by the electricity revenues billed for all Electricity Suppliers for that rate schedule.
  - c) The Program Development and Operation Cost is amortized over three years and earns interest at the Company's most recent authorized distribution system rate of return. The annual amortization cost by type is divided by the most recently available number of choice accounts to derive at an annual cost per customer. The average annual customer usage kWh by type are multiplied by the supply rate for that type to calculate the annual supply revenue per customer. The Program Development and Operation Cost Component percent is derived by dividing the annual cost per customer by the annual supply revenue per customer.
  - d) The Risk and Cash Working Capital ("CWC") Component is set to zero at this time.
  - e) The initial Discount Rate is derived by adding the Uncollectible Expense Component net of Reinstatements (a); the Program Development and Operation Cost Component (c); the Risk and CWC Component (d); and subtracting the Late Payment Revenue Component (b).
- 2) The Reconciliation Component is calculated on the Imbalance separately for residential and non-residential customers. Imbalances are recorded in a balancing asset or liability segment and represent the differences between cumulative costs eligible for recovery and discount amounts for purchased receivables. During its disposition, an Imbalance earns interest at the Company's most recent authorized distribution system rate of return. Such rate is adjusted for taxes, when the Imbalance represents an under-collection of costs to the Company. The Reconciliation Component rate is calculated by dividing the Imbalance separately for residential and non-residential customers by the electricity revenues billed for all Electricity Suppliers for those rate schedules. There will be no rebate/refund mechanism.

- 3) A separate Interest Factor is derived by dividing any interest earned or owed separately for residential and non-residential customers by the estimated electricity revenues billed for all Electricity Suppliers for those rate schedules.
- 4) If there are unrecovered costs associated with the purchase of eligible Electricity Supplier receivables and an insufficient number of Electricity Suppliers are using Company consolidated billing to support the recovery of those costs, the Company is permitted to impose a charge on Electricity Suppliers to recover such costs.
- 5) The Discount Rate (after the first year of service) is derived by updating the initial rate calculated above and adding the Reconciliation and Interest components. There will be a total of four separate calculated discount rates: Residential (including Schedules R and MMA and Rider RAD), Small Commercial, and Large Commercial.
- 6) Pepco tracks negative discount rates and amounts by customer class for use in offsetting positive discount rates in the future for the applicable customer classes.
- 7) Effective July 1, 2021, the Discount Rates are as follows:

<u>Rate Schedule</u>	<u>Discount Rate</u>
Residential – Schedules R and MMA including Rider RAD	0.0000%
Small Comm. – Schedules GS ND, T, SL, OL LED, TS and TN	0.0000%
Large Comm. – Schedules GS-LV, GS 3A, GT LV, MGT LV, GT 3A, GT 3B and RT	0.0000%