

**ELECTRICITY SUPPLIER  
COORDINATION TARIFF**

**CHOPTANK ELECTRIC COOPERATIVE**

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## 1.0: DEFINITIONS/EXPLANATIONS 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.

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

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

**Business Day** – any day on which the Cooperative’s and/or PJM’s Corporate offices are open for business.

**Charge** – any fee that is billable by the Cooperative 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.

**Cooperative**- also known as Electric Cooperative or Choptank Electric Cooperative, or agents that act on behalf of Choptank Electric Cooperative, such as Old Dominion Electric Cooperative “ODEC”.

**Cooperative’s System** – the transmission, sub-transmission and distribution facilities owned, operated and maintained by the Cooperative or its agent.

**Competitive Power Supply** – unbundled energy, capacity, transmission and, required ancillary services provided by an Electricity Supplier to Customers; except that Competitive Power Supply does not include energy, capacity, transmission or ancillary services provided to Customers by the Cooperative 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(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 Cooperative in connection with the delivery of Competitive Power Supply to serve Customers located within the Cooperative’s Service Territory, including load forecasting, certain scheduling-related functions and reconciliation.

**Credit Amount** – an amount equal to two months of projected Electricity Supplier payments to the Cooperative.

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

**Existing ALM Programs** – Choptank’s Active Load Management Program as approved by the Commission, at credit levels to Customers as set by the Commission from time to time.

**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.

**Interval Metering** – metering equipment that supplies hourly or sub-hourly kW 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 Cooperative 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 Cooperative’s meter(s) installed on the Customer’s premises.

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

**PJM** – PJM Interconnection, L.L.C.

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

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

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



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

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

**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 geographic areas of the State of Maryland in which the Cooperative 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 Cooperative’s prevailing retail service tariff that is read or estimated on Scheduled Meter Reading Dates in order to enable a bill to be created in accordance with the Cooperative’s regularly scheduled billing cycle.

**Standard Offer Service** - electricity service which the Cooperative must offer to its customers 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 12- month period or for the portion of a 12-month period that the Supplier served an individual Customer.

**Undisputed Charges** – charges for Coordination Services for which Electricity Supplier has not invoked the dispute resolution provisions of Section 17.0 of the Tariff.

**Unforced Capacity** - installed capacity rated at summer conditions that is not on average experiencing a forced outage or forced de-rating, calculated for each Capacity Resource on a rolling 12-month average (which shall be updated each month for the 12-months ending two months prior to the billing month) without regard to the ownership of or the contractual rights to the capacity of the unit.

## 2.0: GENERAL TERMS AND CONDITIONS

**2.1 Scope and Purpose.** This document sets forth the basic requirements for interaction and coordination between the Cooperative as the Local Distribution Company (Choptank Electric Cooperative) 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 Cooperative shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**2.3 Tariff to Govern.** This Tariff sets forth the basic requirements for business interactions and coordination between the Cooperative and Electricity Suppliers necessary for ensuring the delivery of Competitive Power Supply from Electricity Suppliers to their Customers via the Cooperative's System.

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

**2.5 FERC Jurisdiction.** The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Public Service Commission. If anything stated herein is found by the FERC to conflict with or to be inconsistent with any provision of the Federal Power Act (FPA), or any rule, regulation, order or determination of the FERC under the FPA, the applicable FERC rule, regulation, order or determination shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of the FERC under the FPA, the Cooperative shall secure, from time to time, all appropriate orders, approvals and determinations from the FERC necessary to support this Tariff.

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

- a) Obtain a license and any other necessary approvals from the Commission and any other appropriate Maryland State agencies and local governments for participation in the Maryland retail energy market;
- b) Execute all appropriate PJM applications and agreements;
- c) Submit a completed Application Package to the Cooperative (See Section 4.1);
- d) Satisfy the creditworthiness standards of the Cooperative pursuant to Section 5.0;

- 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;
- f) Pay all present and future federal, state, municipal and 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 Cooperative with valid tax exemption certificates. Should the Cooperative be required to remit any such taxes directly to any applicable taxing authority, other than taxes previously collected by the Cooperative directly from the Electricity Supplier's Customers, the Electricity Supplier indemnifies the Cooperative and will pay to the Cooperative all such tax amounts upon demand; and
- g) Provide the Cooperative 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 Cooperative Obligations.** The Cooperative shall provide Electricity Suppliers with services as necessary for the delivery of energy to serve retail access load located within the Cooperative's Service Territory. The Cooperative and Electricity Supplier will cooperate in order to ensure delivery of energy to Customers. The Electricity Supplier and the Cooperative 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 Cooperative 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 Load Serving Entity ("LSE"s) in the PJM Control Area. The Electricity Supplier must make all necessary arrangements for scheduling the delivery of energy through the PJM OI. The Cooperative and the Electricity Supplier shall coordinate with the PJM OI to determine the magnitude and location of the Electricity Supplier's actual or projected load, as required by the PJM OI, for the purpose of calculating the appropriate firm transmission service reservation, unforced capacity obligation, or other requirements under the PJM Tariff, PJM Reliability Assurance Agreement or the tariff of any other applicable Control Area Operator.

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

**2.9 Communications and Data Exchange.** Electronic information exchange between the Electricity Supplier and the Cooperative under this Tariff shall employ an Electricity Supplier identification number, in accordance with Commission standards. In addition, the Cooperative 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 Cooperative'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 Cooperative and the Electricity Supplier shall employ those standards or mutually agreeable alternate standards. To the extent the Commission has not established EDI standards, the Cooperative and the Electricity Supplier shall exchange information and data in formats agreed to by the Cooperative and Electricity Supplier. The Electricity Supplier and Cooperative shall follow Commission approved EDI testing requirements and implementation guidelines.

**2.10 Record Retention.** The Electricity Supplier and the Cooperative 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 Net Energy Metering.**

**2.11.1 Net Energy Metering Payment.** A Customer receiving electricity from an Electricity Supplier and participating in Rider "NET" who 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 will be provided a net metering payment as outlined in Rider "NET". No later than March 31 of each year the Cooperative 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 12-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 Cooperative with the Supplier Average Generation Rate that it charged each Customer for the prior 12 months or for the portion of the prior 12 months that it served each Customer. The Cooperative will notify each Electricity Supplier of record of any additional Customers that have accrued net excess generation for the 12-month period ending with the billing cycle that is complete immediately prior to the end of April of that year subsequent to the March 31 notification. Within seven calendar days of receipt, each Electricity Supplier of record will provide the Cooperative the Supplier Average Generation Rate that it charged each additional Customer for the prior 12 months or for the portion of the prior 12 months that it served each Customer. 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 Cooperative's SOS Customers as a proxy for developing the net excess generation credit. Choptank will calculate the time-weighted average commodity portion of the rate for the entire 12-month period.

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 Cooperative 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 it charged the Customer for months that it served the Customer since the billing cycle that was completed immediately prior to the end of April of the previous year.

A Customer receiving electricity from an Electricity Supplier and participating in Rider "NET" who has accrued net excess generation for their billing period, may elect to be paid the dollar value of the excess generation each month. The Supplier Generation Rate that the customer would have been charged by the Electricity Supplier for that billing period shall be used to calculate the credit. If the Supplier Generation Rate is not available, the Cooperative's SOS rate for the same time period will be used to calculate the dollar value. The Cooperative will notify the Electricity Supplier of record of such request. Within 15 calendar days the Electricity Supplier shall provide the Supplier Average Generation Rate that it charged the Customer for the month. If the Electricity Supplier of record does not provide rate information within the specified time period, the Cooperative's SOS rate for the same time period will be used as a proxy. The Cooperative will have up to 30 days to issue payment.

If a Customer correctly disputes the Electricity Supplier of record's rate, or the Electricity Supplier's failure to provide the rate, the Electricity Supplier will address the complaint with the Customer. The Electricity Supplier will indemnify the Cooperative for any additional costs incurred by the Cooperative 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 its rate. These costs include, but are not limited to overpayment by the Cooperative to the Customer, legal fees incurred by the Cooperative, carrying costs paid by the Cooperative to the Customer and carrying costs incurred by the Cooperative.

**2.11.2 Net Metering Aggregation Rider.** The Cooperative's Net Metering Aggregation Rider will be available to Customers who are provided Competitive Power Supply by an Electricity Supplier. All of the terms and conditions associated with the Net Metering Aggregation Rider are described in Rider "NET-A" of the Cooperative's Retail Electric Service Tariff. All Customers participating in the Net Metering Aggregation Rider must be served by the same Electricity Supplier and utilize Dual Billing.

The Cooperative 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 Cooperative will provide the Electricity Supplier with the following information about the eligible customer-generator in a format agreed upon between the Cooperative and Electricity Supplier:

- a) Account number – eligible "host" account
- b) Account number(s) – aggregated accounts
- c) Start meter reading date
- d) Stop meter reading date
- e) Start index
- f) Stop index
- g) kWh consumed or generated

### **2.11.2 Net Metering Aggregation Rider-Continued.**

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 2.11.1 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 Cooperative at any time. More than ten Scheduling Coordinators may be allowed if mutually agreed upon by the Electricity Supplier and the Cooperative. An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator for all the Electricity Supplier’s responsibilities, including installed capacity obligation, transmission obligation, import capability, load forecasting, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of PJM which 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 Cooperative 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 Cooperative 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 notification is received by the Cooperative 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 Cooperative 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 Cooperative.** An Electricity Supplier seeking to sell electricity in the Cooperative's service territory must deliver a completed Electricity Supplier Application Package (Package) to the Cooperative as directed on the Package.

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

- a) A completed Registration Form fully executed by an Electricity Supplier Representative;
- b) A completed EDI Trading Partner Agreement; fully executed by an Electricity Supplier Representative;
- c) A Supplier Coordination Agreement fully executed by an Electricity Supplier Representative;
- d) Written evidence that the Electricity Supplier is a PJM 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 may be required
- f) Proof that the Electricity Supplier has obtained a license from the Commission and any other governmental approvals required for participation in customer choice in Maryland; and
- g) Any registration or processing fee set forth in Schedule 1.

**4.1.2 Notice of Incomplete Package for Tariff Service.** In the event an Electricity Supplier submits an incomplete Package, the Cooperative 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 Cooperative.

**4.1.3 Review of a Completed Package.** Following receipt of a completed Package, the Cooperative shall review the package and conduct a credit review. The Cooperative 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 Cooperative and Electricity Supplier. For approved applications, the Cooperative shall execute the necessary agreements and return executed copies to the Electricity Supplier. Upon rejection of any application, the Cooperative 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 Cooperative 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 Cooperative arising from its previous receipt of services from the Cooperative under this Tariff;
- b) The Electricity Supplier has failed to satisfy the Cooperative's credit requirements; or
- c) The Electricity Supplier has failed to deliver to the Cooperative 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 Cooperative by an Electricity Supplier or an affiliate thereof, the Cooperative 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 Cooperative'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 Cooperative to provide services has been provided to the Cooperative and all conditions have been satisfied by the Electricity Supplier.



**4.3 Notice of Electricity Supplier Discontinuance to the Cooperative.** The Electricity Supplier shall provide to the Cooperative 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 Electricity 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 Cooperative's Service Territory, the Supplier Coordination Agreement between the Electricity Supplier and the Cooperative shall terminate 30 days following the date on which the Electricity Supplier ceases to supply any customers in the Cooperative'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 Cooperative may terminate the Supplier Coordination Agreement between the Electricity Supplier and the Cooperative 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(s), the Electricity Supplier shall not be authorized to provide Competitive Power Supply to the Cooperative'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 Cooperative's Retail Electric Service Tariff. The Electricity Supplier may thereafter provide Competitive Power Supply to the Cooperative's system only upon satisfaction of the provisions herein for obtaining Coordination Services and Cooperative approval of a new application.

**4.6 Survival of Obligations.** Termination of Coordination Service(s) for any reason shall not relieve either the Cooperative 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 Cooperative's creditworthiness standards. These standards must be scalable, and will take into consideration the scope of operations of each Electricity Supplier. The primary scaling criterion is the projected total monies due the Cooperative from the Electricity Supplier. The purpose of the Cooperative's credit review will be to provide reasonable and satisfactory assurance of the following:

- a. The Electricity Supplier's ability to pay applicable Credit Amount, Supplier Coordination Fees, and/or any applicable penalties included in this Tariff, and
- b. Any other charges, fees, or penalties authorized by the Commission and payable to the Cooperative.

**5.2 Finding of Creditworthiness.** The Cooperative 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 Cooperative's financial evaluation standards.

**5.3 Credit Amount.** The Electricity Supplier will supply all information requested by the Cooperative necessary to establish the requested Credit Amount. The Cooperative may require the Electricity Supplier to provide either the Credit Amount or an alternate Credit Amount applicable to the Electricity Supplier. The Cooperative will periodically review the Credit Amount and related credit terms. Following such review, the Cooperative 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 Cooperative to reflect any changes in financial and business status on a confidential basis and promptly notify the Cooperative 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 Cooperative, with its obligations to the Cooperative.

**5.4 Change in Financial Status.** The Electricity Supplier shall promptly inform the Cooperative 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 Cooperative, 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 Cooperative 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 Cooperative 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 Cooperative 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 (5.0) of this Tariff;
- b) Electricity Supplier's failure to make payment of any Undisputed Charges for Electricity Supplier Services in the time prescribed;
- c) Electricity Supplier Insolvency;
- 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 or failure to meet the requirements of Choptank Electric's 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 FERC.

**6.4 Cure and Default.** If either the Cooperative or the Electricity Supplier fails to comply with its obligations under this Tariff (hereinafter the Non-compliant 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, the Electricity Supplier's failure to meet its PJM obligations either directly, or through a Scheduling Coordinator, or Electricity Supplier's Bankruptcy or Insolvency, no notice shall be required or opportunity to cure permitted. In the event an Electricity Supplier is deemed to be in default, the Supplier Coordination Agreement shall be terminated, and the Electricity Supplier's customer will revert to Standard Offer Service.

## 7.0: CUSTOMER ENROLLMENT AND INFORMATION PROCESS FLOW

**7.1 Pre-enrollment Information.** Prior to requesting pre-enrollment Customer information from the Company, an Electricity Supplier shall notify the Customer of its intention to initiate such a request and obtain the Customer's consent for release of such information. The Electricity Supplier notice shall specify the customer information to be requested from the Company as listed in Section 7.1.2. The Electricity Supplier is required to maintain a record of a Customer's consent for a period of not less than 180 days from its expiration, subject to audit by the Commission.

**7.1.1 Manner of Request.** Registered Electricity Suppliers are required to request pre-enrollment information from the Company as specified in the Communications and Data Exchange provisions in Section 2.9.

**7.1.2 Customer Information.** Requests via EDI transaction for Customer information from Supplier will include the following information:

- i. Account name
- ii. Billing address
- iii. Service address
- iv. Account number
- v. Bill cycle
- vi. Voltage level
- vii. Utility rate code
- viii. Load profile
- ix. Meter number
- x. Meter type
- xi. Multiple meter indicator
- xii. Peak load contribution
- xiii. Metered demand
- xiv. Billed demand
- xv. Monthly historical demand for the previous 12 months
- xvi. Monthly historical consumption for the previous 12 months
- xvii. Interval meter data for the previous 12 months

**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 Cooperative 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 Cooperative account number, data about meter readings, rate class and electric usage, the Customer's name, address(es) and telephone number, or as otherwise may be consistent with Commission rulings.

**7.2.1 Authorization Record.** It is the Electricity Supplier's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Cooperative 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 16.2.

**7.2.2 Enrollment by an Electricity Supplier.** The Electricity Supplier shall provide an electronic file to the Cooperative, 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 Cooperative will confirm receipt of the file. Within 1 Business Day of receipt of the electronic file, the Cooperative 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 Cooperative.** The Cooperative will process enrollment transactions in accordance with this Tariff and applicable Commission rules and regulations. Valid enrollment transactions will be assigned an effective date equal to three business days after the enrollment process date. No more than two enrollments per Customer will be accepted within a single Billing Cycle. Enrollments submitted after the number of allowed enrollments has been processed will be rejected. Enrollments rejected for this reason can be resubmitted by the Electricity Supplier during the Customer's next Billing Cycle. All electronic transactions associated with enrollment processing must be performed in accordance with this Tariff and applicable Commission data exchange standards, rules and regulations.

**7.2.4 Notification of Enrollment.** The Cooperative 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 Cooperative'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 Cooperative will notify the Customer's current Electricity Supplier by electronic transaction that the Customer has elected to terminate service from that Supplier .

**7.4 Electricity Supplier Drop Processing by the Cooperative.** The Cooperative will process drop transactions in accordance with this Tariff and applicable Commission rules and regulations. Valid drop transactions will be assigned an effective date equal to three business days after the drop process date. No more than two drops per Customer will be accepted within a single billing cycle. Drops submitted after the number of allowed drops have been processed will be rejected. Drops rejected for this reason can be resubmitted by the Electricity Supplier during the Customer's next billing cycle. The Cooperative will assign a customer who has been dropped by a supplier and not enrolled by a supplier to Standard Offer Service.

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

**7.6 Customer Cancellation Request.** Upon request of a Customer to cancel supply service with a Supplier, the Supplier shall process the Customer's drop request for electric service within two business days after receipt of the Drop Request.

**7.6.1 Customer Cancellation.** After the third business day following a customer request for an Electricity Supplier to cancel supply service, the Customer may contact the Cooperative to verify that the cancellation request submitted by the Electricity Supplier has been processed by the Cooperative. If a Customer's cancellation request has not been processed by the Cooperative, and the Customer requests cancellation of supplier service, the Cooperative shall process a cancellation and return the Customer to Standard Offer Service. The drop will be assigned an effective date equal to three business days after the Cooperative has processed the cancellation request. A Customer's drop request will not count towards the number of allowable drop transactions.

**7.7 Transaction Error Handling.** An Electricity Supplier shall notify the Cooperative of an enrollment or drop error via EDI transaction no later than two business days after the enrollment or drop transaction is initiated by the Electricity Supplier. The Cooperative shall process the cancel transaction and return the Customer to the enrollment state prior to the erroneous transaction.

**7.7.1 Incumbent Supplier-Identified Erroneous Transactions.** If an erroneous transaction is identified by the incumbent Supplier, the incumbent Supplier shall, upon verifiable consent of the Customer, cancel the pending enrollment by notifying the Cooperative by an EDI Cancel Transaction within 24 hours of the Customer's Consent and not later than two business days after the erroneous enrollment or drop transaction is received by the Cooperative. Initiation of the EDI cancel transaction by the incumbent Electricity Supplier without the verifiable Customer consent is considered an unauthorized enrollment of the Customer with the incumbent Supplier.

**7.7.2 Electronic Cancel Transaction Received Later Than Two Business Days.** Electronic Cancel Transactions received from the incumbent Supplier later than two business days after the erroneous Enrollment or Drop Transaction is received by the Cooperative will be rejected.

**7.8 Customer Designation to Control.** Electricity Supplier acknowledges and agrees that the Cooperative will give effect to all Customer requests to change to a new Electricity Supplier, or return to the Cooperative's Standard Offer Service; and consequently the most recent Customer designation of an Electricity Supplier, for which the procedures under Section 7.3 have been completed. Except as otherwise provided in this Tariff, the Cooperative 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 Cooperative to discontinue electric service, the Cooperative will notify the current Electricity Supplier of the Customer's discontinuance of service for the account at the Customer's location. If available, the Cooperative 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 Cooperative prior to the date service is to be discontinued.

**7.11 Effective Date of Discontinuance.** The Cooperative will process any discontinuance, except those under Section 7.6 in accordance with 7.2.3 and the provisions of this Tariff that govern a retail Customer's changes of Electricity Supplier.

**7.12 Customer Number Change.** If the Cooperative elects to change the account number for valid business purposes for a Customer receiving Competitive Power Supply from the Electricity Supplier, the Cooperative 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 METHODS**

**8.1 The Cooperative's Role.** The Cooperative or its agent 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 Cooperative or its agent 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.** The Cooperative will provide load profiles for various classes from the Cooperative'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 Cooperative will provide historical Customer usage data for interval and non-interval metered Customers in accordance with Commission regulations and applicable Tariff provisions. The cost for this service is outlined in Schedule 1.



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

**8.5 System Losses.** For purposes of the Electricity Supplier's load calculations, the applicable system losses shall be calculated by multiplying hourly kWh sales delivered to Customer(s) served at specified voltage levels by the applicable system loss factor. 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative's system load as metered by Delmarva Power & Light 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 Reliability Assurance Agreement (RAA) establishes the Unforced Capacity Obligation of Load Serving Entities in PJM for the purpose of ensuring the adequacy of supply during peak load periods. PJM's implementation of the RAA places certain obligations on the Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative is not obligated to provide load-forecasting services. The Electricity Supplier is responsible for forecasting its Customer load obligations.

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

**9.5 The Day-After Settlement**. The Day-After Settlement occurs after the day of dispatch. PJM will perform the first portion of settlement as part of its wholesale accounting procedures by comparing the Electricity Supplier’s supply schedule to the load responsibility (See 9.5.2) submitted by the Cooperative. 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 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. 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 Estimate Customer Consumption**. The Cooperative 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 Cooperative 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 and 9.5.1.2 will be multiplied by the appropriate loss factor respective to Customer class per Section 8.5 to determine the Customer's estimated gross usage by hour.

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

**9.5.2 Submit Estimated Load Obligation Data to PJM.** The Cooperative 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 Cooperative nor the Electricity Supplier shall be responsible to the other for any estimating errors.

**9.5.3 Financial Settlement and Billing.** The Cooperative 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 Cooperative, or its agent, 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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 Cooperative will be compared to the Cooperative's Electric System Load as metered by Delmarva Power and Light at the appropriate interconnection points. Any differences will be allocated to the Electricity Supplier and the Cooperative's loads on a non-discriminatory basis in accordance with Section 8.6 of this Tariff.

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

**9.6.4 Submit Reconciliation Data to PJM.** After a calendar month becomes fully metered or estimated, the Cooperative will compute and submit to PJM the complete hourly Consumption Energy Imbalance quantities for that calendar month. Such PJM data submittals will be in accordance with PJM accounting deadlines and the timing of such submittals may change from time to time. Estimating the load obligation involves statistical samples and estimating error. The financial consequences of such errors shall be addressed and resolved pursuant to PJM procedures. Neither the Cooperative nor the Electricity Supplier shall be responsible to the other for any estimating errors.

**9.6.5 Financial Settlement and Billing.** The Cooperative 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 Cooperative 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 Cooperative and Supplier shall be subject to adjustment for any errors in arithmetic, computation, meter readings or other errors as agreed upon by the Cooperative and the Supplier.

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

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

**9.8 Settlement Calculations.** Settlement Calculations will be provided upon request.

**10.0: LOAD MANAGEMENT. (LM)**

Not applicable.

## **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 Cooperative as set forth in Schedule 1 of this Tariff.

**11.2 Electricity Supplier Payment of Obligations to the Cooperative.** 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 Cooperative 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 Cooperative. 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 Cooperative and shall not be less than 15 days from the date of transmittal of the bill.

**11.2.2 Billing Corrections and Estimated Billings.** Notwithstanding anything stated herein, bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, or other errors as set forth in the Cooperative'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 Cooperative by electronic payment to a bank designated by the Cooperative. 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 Cooperative 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 Cooperative and Electricity Supplier.** The Parties agree that the Cooperative may, as part of the routine billing and payment process between the Cooperative and Electricity Supplier, "net" or offset any and all amounts which may be due and owing by the Electricity Supplier to the Cooperative against any and all amounts which may be due and owing by the Cooperative to the Electricity Supplier, as a result of the Cooperative'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 Cooperative and the Electricity Supplier, the Cooperative 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 Cooperative may at its election, stop processing new Customer enrollments for the Electricity Supplier or terminate the Supplier Coordination Agreement and retain the amount in escrow (including interest). The Cooperative 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 Cooperative will continue to provide all Coordination Services including enrollment, and the Electricity Supplier will continue to make payments into the escrow account until final disposition of the complaint.

**11.3 Billing for Electricity Supplier's Obligations to Other Parties.** The Cooperative will assume no responsibility for invoicing or billing of services between the Electricity Supplier and PJM, the Electricity Supplier and any energy source, or a Scheduling Coordinator and any Coordinated Electricity Suppliers.



## 12.0: RETAIL CUSTOMER BILLING AND PAYMENT COLLECTION

**12.1 Billing Services Selection and Change.** The Customer has the option to choose one of two billing service options as defined below. The Electricity Supplier shall notify the Cooperative of the Customer's choice of billing service option when notifying the Cooperative of the Customer's enrollment. Electricity Suppliers will be subject to the applicable billing fees as outlined in Schedule 1 of this Tariff and must successfully complete all relevant Commission approved billing testing prior to offering such billing service options to Customers.

**12.1.1 Billing Service Options.** Customers will have the opportunity to choose from the following billing service options:

- a) Separate (Dual) Cooperative/Electricity Supplier Billing
- b) Cooperative Consolidated Billing - Rate Ready Option

**12.1.2 Notification of Billing Option Change.** If the billing option for a Customer changes after initial enrollment, the Electricity Supplier must notify the Cooperative of the change prior to five calendar days before the scheduled meter reading date and the change will be effective the last meter reading date before the Cooperative received the change.

**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 Cooperative, the Maryland Public Service Commission Staff, the Office of People's Counsel.

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

**12.2.1 Estimated Meter Read.** In the event an actual meter reading cannot be obtained, the Cooperative 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 Cooperative will normally provide the Electricity Supplier with actual or estimated meter read data within 3 days of the Meter Read Date.

**12.2.2.1 Special Meter Reading.** The Cooperative will provide Special Meter Reading Services in accordance with section 13.4 of this Tariff.

**12.3 Separate (Dual) Billing.** If the Customer chooses to use Dual Billing, the Cooperative and the Electricity Supplier will separately send their bills directly to the Customer. The Cooperative will render its bills consistent with its standard billing practices.

**12.3.1 Customer Billing Complaints.** The Cooperative shall process all complaints and customer services regarding the bill rendered by the Cooperative 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 Cooperative Consolidated Billing.** The Cooperative shall render a single consolidated bill with Customer charges for both the Cooperative and the Electricity Supplier separately stated. A monthly billing charge will be applied to each electricity Supplier for each month that the Cooperative renders bills on a consolidated basis to Customers of the Electricity Supplier, as detailed in Schedule 1 of this Tariff.

**12.4.1 Billing Format – Rate Ready.** Under this option the Cooperative will calculate both the Cooperative and Electricity Supplier charges and render a consolidated bill to the Customer.

- a) The Electricity Supplier must submit rate program data to the Cooperative at least 7 days in advance of the bill being generated 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 Cooperative 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 Cooperative charges.

**12.4.2 Purchase of Electricity Supplier Receivables.** When an Electricity Supplier elects to use Cooperative Consolidated Billing, the Cooperative 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 Cooperative Consolidated Billing will be purchased. The Cooperative will not purchase receivables associated with non-commodity charges or Early Termination Fees.
- b) In the event a Customer is converted from Electric Cooperative Consolidated Billing to Separate (Dual) Billing, Supplier and Cooperative will each be responsible for its own receivables effective as of the start of Dual Billing.

- c) The Cooperative will pay all undisputed charges to the Electricity Supplier by the 5th day from due date noted on the consolidated bill.
- d) The Cooperative will make payments of funds payable to the Electricity Supplier via electronic payment with remittance advice to a bank designated by the Electricity Supplier. Wire transfer of funds will be made per relevant Commission orders unless other terms are mutually agreed upon.
- e) Purchased Electricity Supplier receivables will be treated the same manner as Cooperative charges pursuant to applicable Tariffs.
- f) In the event a Customer disputes an Electricity Supplier's charges per the procedures of COMAR Title 20 and notifies the Cooperative, the Cooperative can withhold the disputed amount from that Electricity Supplier until such time that the Cooperative is notified that the dispute has been resolved.
- g) When the Cooperative consolidated billing option is used, all credits shall be remitted to the Cooperative by the 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 Cooperative shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan.
- i) The Cooperative 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.
- j) The Cooperative shall also purchase accounts receivables of Electricity Supplier's customers based upon an estimated bill. The Cooperative will not purchase accounts receivables incurred prior to the Suppliers election to use Cooperative consolidated billing for that Customer.

**12.4.3 Cooperative Consolidated Billing Data.** The Cooperative and the Electricity Supplier shall transmit all appropriate rates, consumption, billing, revenue and other related data to each other using electronic transactions (EDI) for the purposes of Cooperative consolidated billing.

- a) The Cooperative shall provide the Supplier with the same electronic access to customer bill information that it provides to the customer.
- b) The Supplier shall have access to customer billing and payment information from the Cooperative for the Supplier's presently enrolled customers at no cost beyond the tariffed rate.

**12.4.4 Bill Due Date.** For consolidated billing, the Electricity Supplier must adopt the same bill due date as the Cooperative.

**12.5 Utility Responsibilities in the event of Supplier Default.** A defaulted Electricity Supplier as defined in Section 6.3 using Electricity Cooperative consolidated billing services remains obligated to provide the Electricity Cooperative with information necessary to allow the Electricity Cooperative 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 Cooperative or the applicable Electricity Supplier.
- b) The defaulted Electricity Supplier and the Cooperative shall continue to abide by the Supplier Coordination Agreement.

**12.6 Billing and Payment Programs.** The Cooperative has the following programs that may impact Customer bills.

**12.6.1 Average Payment Plan.** The Cooperative will continue to offer the average payment plan as outlined in the Cooperative's Terms and Conditions for furnishing electric service, for its charges. Customers seeking to enroll in or terminate from, the average payment plan must do so by contacting the Cooperative. If a Customer is enrolled in the Cooperative's budget/level billing program and switches to an Electricity Supplier, the Cooperative will perform a final budget reconciliation to remove the Cooperative commodity charges from the budget/level bill amount. The Cooperative's portion of the budget/level bill amount will be based solely on its regulated charges and, at the Cooperative's discretion, may include amounts required to true-up (or settle) any excessive accumulated deviation from the budget/level plan. Such true-up may occur immediately or during the Cooperative's regular budget review periods. The Cooperative will make budget/level billing available for Supplier charges

**12.6.2 Pre-Authorized Transfer (Direct Debit and Auto-Pay).** The Cooperative will continue to offer the Pre-Authorized Transfer and Auto Pay programs for all charges billed on a Cooperative rendered bill. Customers seeking to enroll in, or terminate from, these programs must do so by contacting the Cooperative.

**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 Cooperative Tax Responsibilities.** The Cooperative is responsible for calculation, collection and remittance of gross receipts taxes, franchise tax on delivery service, and State and local energy taxes assessed on delivery service or other products and services provided by the Cooperative.

**12.7.2 Supplier Tax Responsibilities.** The Electricity Supplier is responsible for calculation, collection, "if applicable," and remittance of State and sales 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 Cooperative and the Electricity Supplier to separately procure any required tax exemption certificates from the Customer

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

**13.1 Meters.** The Cooperative shall provide Standard Metering Services and Cooperative-owned Electric Metering Equipment in accordance with the Cooperative's prevailing retail service tariff on file with the Commission, as said tariff may be revised by the Cooperative from time to time.

**13.2 Reading.** All Customers shall have their electric energy deliveries metered and read or estimated (except for service rendered under lighting tariffs) in accordance with applicable Commission regulations and Cooperative procedures.

**13.3 Non-standard Metering.** The Cooperative 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 Cooperative has included in its tariffs for standard metering. The Non-standard Metering will be used for determining billing components required by the Customer's prevailing retail service tariff, as well as additional information requested by the Electricity Supplier, starting with the first Meter Read Date following the installation. The Cooperative 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 Cooperative. As long as it does not interfere with the Cooperative'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 Cooperative shall be used for billing, capacity obligation determination, transmission obligation determination, and energy reconciliation. All meters used for billing, whether required by the Cooperative or requested by the Electricity Supplier, will be maintained and tested by the Cooperative in accordance with Commission regulations. Additional metering services requested by the Electricity Supplier or the Customer and approved by the Cooperative will be provided at charges as provided by the Cooperative. The Electricity Supplier requesting the non-standard metering shall also pay for the transition to standard metering, either by request or when the supplier no longer provides retail service to the customer.

**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 Cooperative's Scheduled Meter Read Date or time. The Cooperative 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 Cooperative will test designated electric meter(s) used for billing. In the event a test requested by the Electricity Supplier establishes that a Cooperative-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 Cooperative. Any Cooperative-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 Cooperative. 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 in accordance with Schedule 1.

**14.0: NON-COOPERATIVE-SUPPLIED METERING**

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

## 15.0: SYSTEM OPERATION

**15.1 Curtailment.** The Cooperative 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 Cooperative determines, or when the Cooperative 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 Cooperative's facilities; to maintain the safety and reliability of the Cooperative's electrical system; as directed by governmental authorities; or due to Emergencies, forced outages, potential overloading of the Cooperative'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 Cooperative 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 Cooperative so that the Cooperative 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 Cooperative 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 Cooperative, shall be used only for the purposes of receiving Coordination Services and providing Competitive Power Supply under this Tariff to Customers in the Cooperative's Service Territory. An Electricity Supplier shall not disclose such information to third parties without the Cooperative's prior authorization and/or consent.

**16.2 Customer-Specific Information.** The Cooperative 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 Cooperative confidential unless the Electricity Supplier has the Customer's written authorization to do otherwise.



**17.0 DISPUTE RESOLUTION**

**17.1 Informal Resolution of Disputes.** The Cooperative and 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

Consumer Affairs Division

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

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

**18.0: FORCE MAJEURE.**

**18.1 Force Majeure.** Neither the Cooperative 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, that could reasonably be prevented by the Cooperative, shall not constitute a Force Majeure Event under this Tariff.

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

**19.1 Compliance with Applicable Legal Authorities.** The Cooperative 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. Cooperative 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 Electricity Supplier. The Cooperative'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. The Electricity Supplier acknowledges that the Cooperative may need to act in response to governmental or civil authority directives that may affect Customer load. The Electricity Supplier agrees to cooperate with the Cooperative in order to comply with these directives.

**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 Cooperative shall have no duty or liability with respect to Competitive Power Supply before it is delivered by an Electricity Supplier to the Cooperative's distribution system. The Cooperative shall have the same duty for distribution service to Customers receiving Competitive Power Supply as to those receiving electric energy and capacity from the Cooperative. 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 or related Agreement.

**20.2 Limitation of Liability for Service Interruptions and Variations.** The Cooperative does not guarantee continuous, regular and uninterrupted supply of service. The Cooperative 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 Cooperative 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 Cooperative's control. The Cooperative 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 Cooperative or any cause except gross negligence or willful misconduct of the Cooperative.

**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 Cooperative 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 Cooperative 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 Cooperative.

**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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SCHEDULE 1 – ELECTRICITY SUPPLIER CHARGES

<u>Supplier Registration and EDI Testing</u>	<u>\$1,500</u>
<u>Supplier Account Management &amp; Load Profile and Settlement</u>	<u>\$88/MW/month</u>
<u>Switching</u>	<u>No Charge</u>
<u>12 Month Load History:</u>	
<u>Consumption History</u>	<u>No Charge</u>
<u>Interval Load Data</u>	<u>No Charge</u>
<u>Dual Billing</u>	<u>No Charge</u>
<u>Cooperative Consolidated Billing</u>	<u>No Charge</u>
<u>Meter Testing</u>	<u>Actual cost (not to exceed \$400)</u>
<u>Off cycle meter reading:</u>	
<u>Remote reading</u>	<u>\$11.66</u>
<u>Non-remote reading</u>	<u>\$50</u>
<u>Special Load Data Request</u>	<u>\$150 per hour</u>

SCHEDULE 2 – SYSTEM LOSS FACTORS

<u>Service Type</u>	<u>Loss Factor</u>
Secondary	1.0791
Primary	1.0161
Secondary Service-	Single phase or three phase circuits carrying a nominal voltage of 480 volts or less between any two conductors.
Primary Service-	Single phase or three phase circuits carrying a nominal voltage of 7,200 to 25,000 volts between any two conductors. Member owns and maintains the required transforming, switching and protection equipment