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February 12, 2024

VIA ELECTRONIC MAIL

sherri.golden@bpu.nj.gov
board.secretary@bpu.nj.gov

Sherri L. Golden, RMC
Secretary of the Board
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
P.O. Box 350
Trenton, New Jersey 08625-0350

RE: In the Matter of the Petition of Atlantic City Electric Company for the Approval
of Certain Tariff Amendments Necessary to Implement P.L. 2023, c. 156
BPU Docket No. ET24020108


Dear Secretary Golden:

On behalf of Atlantic City Electric Company (“ACE”), enclosed herewith for filing is a Certified Petition seeking approval of certain tariff amendments necessary to implement recent legislation regarding meter collars. ACE believes these changes are reasonable and consistent with the legislation. Accordingly, ACE respectfully requests the Board’s timely approval.

Pursuant to the Order issued by the Board in connection with *In the Matter of the New Jersey Board of Public Utilities’ Response to the COVID-19 Pandemic for a Temporary Waiver of Requirements for Certain Non-Essential Obligations*, BPU Docket No. EO20030254, Order dated March 19, 2020, this petition is being electronically filed with the Secretary of the Board, the Division of Law, and the New Jersey Division of Rate Counsel. No paper copies will follow.

Thank you for your consideration and courtesies. Feel free to contact me with any questions or if I can be of further assistance.

Respectfully submitted,



Cynthia L.M. Holland
An Attorney at Law of the
State of New Jersey

Enclosures

cc: Service List

**IN THE MATTER OF THE PETITION
OF ATLANTIC CITY ELECTRIC
COMPANY FOR THE APPROVAL OF
CERTAIN TARIFF AMENDMENTS
NECESSARY TO IMPLEMENT
P.L. 2023, C. 156**

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
BPU DOCKET NO. ET24020108
CERTIFIED PETITION**

ATLANTIC CITY ELECTRIC COMPANY (hereinafter referred to as the “Petitioner,” “ACE” or the “Company”), a public utility corporation of the State of New Jersey (sometimes referred to herein as the “State”) engaged in the purchase, transmission, distribution, and sale of electric energy to residential, commercial, and industrial customers across a service territory comprising eight counties located in southern New Jersey and including approximately 565,000 customers,¹ respectfully requests that the New Jersey Board of Public Utilities (“BPU” or the “Board”) approve the Company’s proposed tariff changes (“Tariff Changes”) necessary to implement P.L. 2023, C. 156. The Company proposes an effective date of March 13, 2024.

¹ Petitioner is a direct, wholly owned subsidiary of Pepco Holdings LLC (“PHILLC”), a limited liability company under the laws of the State of Delaware. PHILLC is, in turn, a wholly owned subsidiary of PH Holdco LLC (“PHLLC”), a limited liability company, existing under the laws of the State of Delaware. PHLLC is, in turn, 99.9% owned by Exelon Energy Delivery Company, LLC (“EEDC”), a Delaware limited liability company, existing under the laws of the State of Delaware. EEDC is, in turn, a limited liability company wholly owned by Exelon Corporation.

BACKGROUND

1. Pursuant to the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.*, and several statutory amendments thereto, the Board has developed numerous, successful solar programs in the State.

2. P.L. 2023, C. 156 established “[a]n Act concerning certain electrical equipment used on residential electric meters.” Notably, the law concerns authorization, installation, and operation of meter collar adapters. *N.J.S.A.* 48:3-111.1.

3. The legislation provided that “[a]n electric public utility [such as the Company] shall modify its electric service requirements as necessary to implement the provisions of this section no later than six months after the effective date.” *N.J.S.A.* 48:3-111.1(1)d.

4. Under N.J.A.C. 14:3-1.3(a), “each public utility shall, prior to offering a utility service to the public, submit a tariff or tariff amendments to the Board for approval, with electronic copy to Rate Counsel.” Among other things, the Board requires petitioners to meet the applicable requirements for tariff filings under N.J.A.C. 14:1-5.11, which governs filings that do not propose increases in charges to customers.

5. Separately, P.L. 2023, C. 156 provides for a 90 day approval process for meter collars, *N.J.S.A.* 48:3-111.1(1)e, and also states that “[t]he [B]oard may adopt rules and regulations . . . as necessary to implement the [new law.]” *Id.* at -111.1(1)g.

6. Board Staff has met with the electric public utilities regarding the implementation of the new legislation. Because the language of P.L. 2023, C. 156 speaks for itself, Board Staff have indicated that regulations are not forthcoming. However, utilities were encouraged to timely file the Tariff modifications necessary to implement the legislation for customers. Thus, the Company files this petition in accord with *N.J.A.C.* 14:1-5.11.

Tariff Modifications Explained

7. The Company proposes limited modifications to the Tariff at Section II – Standard Terms and Conditions.

8. Specifically, the Company proposes new Tariff language at Paragraph 4.8, which largely tracks P.L. 2023, C. 156 at sections 1(a) and 1(g).

9. The Company also proposes changes to the Tariff at Paragraphs 5.3 (Attachment to Company Owned Facilities), 5.4 (Right of Entrance to Customer’s Premises), 5.5 (Access to Company Facilities), and 8.3 (Tampering with Company Equipment). These changes align with language in P.L. 2023, C. 156 at section 1(b). These changes also accord with access tariff provisions elsewhere approved by the Board.

10. Finally, the Company proposes changes to the Tariff at Paragraph 8.1 to largely track the language of P.L. 2023, C. 156 at section 1(f).

Effective Date

11. Pursuant to *N.J.A.C. 14:1-5.11(a)4*, the Company proposes to make the tariff changes herein described effective as of March 13, 2024.

Exhibits

12. Attached as **Exhibit A** is the Company’s proposed redlined version of Section II – Standard Terms and Conditions.

13. Attached as **Exhibit B** is the Company’s proposed clean formatted version of Section II – Standard Terms and Conditions.

14. Attached as **Exhibit C** is the Certification of Amber Perry in support of the Petition.

Public Notice and Service

15. As the Company does not seek any rate increase in connection with its proposed Tariff changes, Public Notices will not need to be published or served pursuant to *N.J.A.C.* 14:1-5.12(b)1 and 3, (c) and (d). Moreover, there is no requirement for public hearings in the Company's service area. As such, the Company does not propose any notice beyond this filing.

16. Service of this filing along with the exhibits shall be provided by electronic mail to Rate Counsel and the Deputy Attorneys General at the Department of Law and Public Safety, Division of Law. Electronic copies of the Petition, along with the exhibits shall also be sent to the persons identified in the Service List attached hereto.

17. Communications and correspondence regarding this matter should be sent to Petitioner's counsel at the following address:

Cynthia L. M. Holland, Esq.
Assistant General Counsel
Atlantic City Electric Company – 92DC42
500 North Wakefield Drive
P.O. Box 6066
Newark, DE 19714-6066
(267) 533-1671
cynthia.holland@exeloncorp.com

with copies to the following representatives of the Company:

Heather Hall
Manager, Regulatory Affairs – New Jersey
Pepco Holdings LLC – 92DC56
500 North Wakefield Drive
P.O. Box 6066
Newark, DE 19714-6066
heather.hall@atlanticcityelectric.com

and


Mary Anne Phillips
Sr. Rate Analyst, Regulatory Affairs- New Jersey
Pepco Holdings LLC-92DC56
500 North Wakefield Drive
P.O. Box 6066
Newark, DE 19714-6066
mary.phillips@atlanticcityelectric.com

WHEREFORE, the Petitioner, **ATLANTIC CITY ELECTRIC COMPANY,**
respectfully requests that the Board of Public Utilities issue an Order as follows:

- A. **approving** the Tariff revisions proposed herein; and
- B. **granting** such other or further relief as may be necessary to implement the purposes stated herein.

Respectfully submitted,
ATLANTIC CITY ELECTRIC COMPANY

Dated: February 12, 2024



CYNTHIA L. M. HOLLAND
An Attorney at Law of the
State of New Jersey

Atlantic City Electric Company – 92DC42
500 N. Wakefield Drive
P.O. Box 6066
Newark, DE 19714-6066
Phone: (267) 533-1671
cynthia.holland@exeloncorp.com

Exhibit A

TERMS AND CONDITIONS OF SERVICE**4. USE OF ENERGY (Continued)****4.5 Residential Use:**

All individual residences shall be served individually under the appropriate service schedule. Three phase (3ph) service and service for motors in excess of 5 horsepower shall not be allowed for residential service. Service for such loads shall be furnished under the appropriate general service schedule. Customers shall not be allowed to receive service for two (2) or more separate residences through a single meter under any schedule, regardless of common ownership of the affected residences. A residential unit is defined as a dwelling intended for residential occupancy. Any separate building loads may be served from this residential meter that is not intended for commercial purposes. Any additional buildings separately metered not meeting the residential use definition in the administrative code (N.J.A.C. 5:28-1.2, N.J.A.C. 5:28-1.4, N.J.A.C. 14:3-1.1) will not be installed under the residential rate regardless of the property use.

4.6 Commercial Activities Within Residences:

Detached building or buildings appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the customer's residential service wiring and meter. That portion of a residence which becomes regularly used for commercial or manufacturing purposes shall be served under a general service schedule. A customer shall be authorized to maintain separate wiring so that the residential portion of the premises is served through a separate meter under the appropriate schedule, and the commercial or manufacturing portion of the premises is served through a separate meter or meters under the appropriate general service schedule. In the event that the customer does not elect to utilize this authorization, the appropriate general service schedule shall apply to all service supplied.

4.7 Other Sources of Energy:

The Company will not supply service to customers who have other sources of energy supply except under schedules which specifically provide for such service. A customer shall not be permitted to operate its own generating equipment in parallel with the Company's service, except with the written permission of the Company. In order to avoid undue jeopardy to life and property to the customer's premises, to the Company's system, and in the facilities of third parties, the customer shall not install its own generating equipment without the prior written permission of the Company.

4.8 Meter Collars

Pursuant to P.L. 2023, C. 156, the Company shall authorize the installation and operation of a meter collar adapter, as that device is defined by law, whether owned by a residential customer, by the Company, or by a third-party, provided that the following criteria are met:

(1) the meter collar adapter is qualified to be connected to the supply side of the service disconnect pursuant to the applicable provisions of the National Electric Code;

(2) the meter collar adapter is approved or listed by a nationally recognized testing laboratory and is suitable, according to the device's approval or listing documentation, for use in meter sockets that are rated up to 200 amperes;

(3) the meter collar adapter is certified to meet all applicable standards, as determined by a nationally recognized testing laboratory;

(4) the meter collar adapter does not impede access to the sealed meter socket compartment or the pull section of the service section of the Company's electric meter or switchboard, as applicable; and

(5) the specific model of meter collar adapter is approved by the Company for installation, as publicly noticed, including notice on the Company's website.

Date of Issue: ~~November 30, 2023~~**Effective Date:** ~~December 1, 2023~~**Issued by:** ~~J. Tyler Anthony, President and Chief Executive Officer – Atlantic City Electric Company~~**Filed pursuant to Board of Public Utilities of the State of New Jersey directives associated with the BPU****Docket No. ER23020094****Issued by:**

TERMS AND CONDITIONS OF SERVICE**5. COMPANY'S EQUIPMENT****5.1 Installation on Customer's Property:**

The customer shall grant the Company the right to construct required service facilities on the customer's property, and place its meters and other apparatus on the property or within the buildings of the customer, at a point or points mutually agreed to for such purpose, and the customer shall further grant to the Company the right to adequate space for the installation of necessary measuring instruments sufficient that such equipment can be protected from injury by the elements or through the negligence or deliberate acts of the customer, any employee of the customer or a third party. The customer agrees to maintain proper clearances, in accordance with NESC, UCC, NFPA and, or the Electric Service Handbook, to all company owned facilities in all future modifications or additions. The customer has the right to have ACE facilities relocated at customers expense. The Company shall not install transformers within the building(s) of the customer. The installation of meters and connections shall be in accordance with N.J.A.C. 14:3-4.2 and N.J.A.C. 14:5.

5.2 Maintenance of Company's Equipment:

The Company will provide and maintain in proper operating condition the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection of the service. All such apparatus shall be and remain the property of the Company.

5.3 Attachment to Company Owned Facilities:

No radio transmitting, receiving, television or other antennae may be connected to the Company's lines, nor attached to its poles, cross arms, structures or other facilities without the written consent of the Company. No signs nor devices of any type, including meter sockets and meter collar adapters, may be attached to the Company's poles, structures, or other facilities without notice and the written consent of the Company, which may include interconnection approval.

5.4 Right of Entrance to Customer's Premises:

Pursuant to N.J.A.C. 14:3-3.6(a), the Company shall have the right at all reasonable hours to enter and to have reasonable access to the premises of the customer for the purpose of installing, reading, removing, testing, inspecting, replacing or otherwise disposing of its apparatus and property, and the right to remove the Company's property in the event of the termination of the contract for any cause.

~~A customer shall not under any circumstances provide access to the Company's facilities to any individual or entity, other than authorized employees of the Company or duly authorized government officials.~~

5.5 Access to Company Facilities.

A customer shall not provide access to the Company's facilities to any individual or entity, other than authorized employees of the Company or duly authorized government officials, except as provided herein. Upon notifying the Company and receiving the Company's consent, a duly qualified and licensed electrician or electrical contractor may be authorized to disconnect and permanently reconnect a single-phase secondary overhead service that is 200 amperes or less. Any disconnections or meter removals performed by persons other than such authorized licensed electricians, or authorized electrical contractors, or authorized Company personnel are prohibited and shall constitute tampering in accordance with this Tariff at 8.3 below. Pursuant to PL. 2023, C.156, a meter collar adapter and associated equipment may be installed, maintained, or serviced, provided that (1) the work is performed by a duly qualified and licensed electrician or electrical contractor; (2) the model of meter collar adapter has been approved by the electric public utility and otherwise meets the provisions of the law; and (3) the Company has received notice and granted authorization to access the Company's facilities consistent with this Tariff at 5.3 above.

Issued by: ~~J. Tyler Anthony, President and Chief Executive Officer — Atlantic City Electric Company~~
~~Filed pursuant to Board of Public Utilities of the State of New Jersey directives associated with the BPU~~
~~Docket No. ER23020094~~

TERMS AND CONDITIONS OF SERVICE

5. COMPANY'S EQUIPMENT (Continued)

5.56 Work Near Company Facilities:

Pursuant to N.J.A.C. 14:3-2.8, no construction, maintenance or other work shall be performed in close proximity to the Company's poles, apparatus, or conductors without the written permission of the Company. A Company representative shall, upon request, review such work to assure that conditions under which such work is to be performed do not involve hazards to life, property or continuity of service. Contractors and other entities working in close proximity to the Company's lines must do so in compliance with N.J.S.A. 34:6-47.1 and 2 and any applicable provisions of the Occupational Safety and Health Administration regulations. Any work required to mitigate such hazards or continuity of service shall be undertaken at the sole expense of the party requesting such work.

Date of Issue: ~~November 30, 2023~~

Effective Date: ~~December 1, 2023~~

~~Issued by: J. Tyler Anthony, President and Chief Executive Officer — Atlantic City Electric Company
Filed pursuant to Board of Public Utilities of the State of New Jersey directives associated with the BPU
Docket No. ER23020094
Issued by:~~

TERMS AND CONDITIONS OF SERVICE

8. LIABILITIES

8.1 Company Liability:

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but in the event such supply is interrupted or fails by reason of, including, but not limited to, an act of God, a public enemy, accidents, strikes, legal process, governmental interference, breakdowns of or injury to the machinery, transmission lines or distribution lines of the Company or extraordinary repairs, the Company shall not be liable for damages.

Pursuant to P.L. 2023, C. 156, the Company shall not be liable for any damage to person or property attributable to a meter collar adapter installation and operation on Company facilities.

8.2 Emergencies:

- A. If the Company shall deem it necessary to the prevention or alleviation of an emergency condition which threatens the integrity of its system or the systems to which it is directly or indirectly connected, it may curtail or interrupt service or reduce voltage to any customer or customers pursuant to a plan filed with the Board of Public Utilities in accordance with N.J.A.C 14:29-4.2 or as otherwise permitted or provided in N.J.A.C. 14:29-4.
- B. If the Company, in its sole judgment, shall deem it necessary to the prevention or alleviation of an emergency condition resulting from an actual or threatened restriction of energy supplies available to its system or the systems to which it is directly or indirectly connected, it may curtail or interrupt service or reduce voltage to any customer or customers pursuant to a plan filed with the Board of Public Utilities in accordance with N.J.A.C 14:29-4.2 or as otherwise permitted or provided in N.J.A.C. 14:29-4.

Date of Issue: ~~November 30, 2023~~

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~~Docket No. ER23020094~~
Issued by:

TERMS AND CONDITIONS OF SERVICE

8. LIABILITIES (Continued)

8.3 Tampering with Company Equipment:

The customer shall not allow or permit any individual or entity, other than ~~a duly~~ authorized employee(s) of the Company (or a duly licensed and authorized electrician or authorized electrical contractor as otherwise stated in this Tariff) to make any internal or external adjustments of any meter or any other piece of apparatus belonging to the Company. In the event it is established by a Court of Law, the Board of Public Utilities, or with the customer's consent, that the Company's wires, meters, meter seals, switch boxes, or other equipment on or adjacent to the customer's premises have been tampered with, the responsible party shall be required to bear all of the costs incurred by the Company, including but not limited to the following: (i) investigations; (ii) inspections; (iii) costs of prosecution including legal fees; and (iv) installation of any protective equipment deemed necessary by the Company. The responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit of tampering by or caused by another.

Furthermore, where tampering with the Company's or customer's facilities results in the incorrect measurement of the service supplied by the Company, the responsible party, (as defined above) shall pay for such service as the Company shall estimate from available information to have been used on the premises but not registered by the Company's meter or meters. Under certain conditions, tampering with the Company's facilities may also be punishable by fine and/or imprisonment under applicable New Jersey law.

Date of Issue: ~~November 30, 2023~~

Effective Date: ~~December 1, 2023~~

**~~Issued by: J. Tyler Anthony, President and Chief Executive Officer – Atlantic City Electric Company~~
~~Filed pursuant to Board of Public Utilities of the State of New Jersey directives associated with the BPU~~
~~Docket No. ER23020094~~ Issued by:**

Exhibit B

TERMS AND CONDITIONS OF SERVICE**4. USE OF ENERGY (Continued)****4.5 Residential Use:**

All individual residences shall be served individually under the appropriate service schedule. Three phase (3ph) service and service for motors in excess of 5 horsepower shall not be allowed for residential service. Service for such loads shall be furnished under the appropriate general service schedule. Customers shall not be allowed to receive service for two (2) or more separate residences through a single meter under any schedule, regardless of common ownership of the affected residences. A residential unit is defined as a dwelling intended for residential occupancy. Any separate building loads may be served from this residential meter that is not intended for commercial purposes. Any additional buildings separately metered not meeting the residential use definition in the administrative code (N.J.A.C. 5:28-1.2, N.J.A.C. 5:28-1.4, N.J.A.C. 14:3-1.1) will not be installed under the residential rate regardless of the property use.

4.6 Commercial Activities Within Residences:

Detached building or buildings appurtenant to the residence, such as a garage, stable or barn, may be served by an extension of the customer's residential service wiring and meter. That portion of a residence which becomes regularly used for commercial or manufacturing purposes shall be served under a general service schedule. A customer shall be authorized to maintain separate wiring so that the residential portion of the premises is served through a separate meter under the appropriate schedule, and the commercial or manufacturing portion of the premises is served through a separate meter or meters under the appropriate general service schedule. In the event that the customer does not elect to utilize this authorization, the appropriate general service schedule shall apply to all service supplied.

4.7 Other Sources of Energy:

The Company will not supply service to customers who have other sources of energy supply except under schedules which specifically provide for such service. A customer shall not be permitted to operate its own generating equipment in parallel with the Company's service, except with the written permission of the Company. In order to avoid undue jeopardy to life and property to the customer's premises, to the Company's system, and in the facilities of third parties, the customer shall not install its own generating equipment without the prior written permission of the Company.

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(2) the meter collar adapter is approved or listed by a nationally recognized testing laboratory and is suitable, according to the device's approval or listing documentation, for use in meter sockets that are rated up to 200 amperes;

(3) the meter collar adapter is certified to meet all applicable standards, as determined by a nationally recognized testing laboratory;

(4) the meter collar adapter does not impede access to the sealed meter socket compartment or the pull section of the service section of the Company's electric meter or switchboard, as applicable; and

(5) the specific model of meter collar adapter is approved by the Company for installation, as publicly noticed, including notice on the Company's website.

Date of Issue:
Issued by:**Effective Date:**

TERMS AND CONDITIONS OF SERVICE**5. COMPANY'S EQUIPMENT****5.1 Installation on Customer's Property:**

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5.2 Maintenance of Company's Equipment:

The Company will provide and maintain in proper operating condition the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters and other apparatus which may be required for the proper measurement of and protection of the service. All such apparatus shall be and remain the property of the Company.

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No radio transmitting, receiving, television or other antennae may be connected to the Company's lines, nor attached to its poles, cross arms, structures or other facilities without the written consent of the Company. No signs nor devices of any type, including meter sockets and meter collar adapters, may be attached to the Company's poles, structures, or other facilities without notice and the written consent of the Company, which may include interconnection approval.

5.4 Right of Entrance to Customer's Premises:

Pursuant to N.J.A.C. 14:3-3.6(a), the Company shall have the right at all reasonable hours to enter and to have reasonable access to the premises of the customer for the purpose of installing, reading, removing, testing, inspecting, replacing or otherwise disposing of its apparatus and property, and the right to remove the Company's property in the event of the termination of the contract for any cause.

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A customer shall not provide access to the Company's facilities to any individual or entity, other than authorized employees of the Company or duly authorized government officials, except as provided herein. Upon notifying the Company and receiving the Company's consent, a duly qualified and licensed electrician or electrical contractor may be authorized to disconnect and permanently reconnect a single-phase secondary overhead service that is 200 amperes or less. Any disconnections or meter removals performed by persons other than such authorized licensed electricians, or authorized electrical contractors, or authorized Company personnel are prohibited and shall constitute tampering in accordance with this Tariff at 8.3 below. Pursuant to PL. 2023, C.156, a meter collar adapter and associated equipment may be installed, maintained, or serviced, provided that (1) the work is performed by a duly qualified and licensed electrician or electrical contractor; (2) the model of meter collar adapter has been approved by the electric public utility and otherwise meets the provisions of the law; and (3) the Company has received notice and granted authorization to access the Company's facilities consistent with this Tariff at 5.3 above.

Date of Issue:**Effective Date:****Issued by:**

TERMS AND CONDITIONS OF SERVICE

5. COMPANY'S EQUIPMENT (Continued)

5.6 Work Near Company Facilities:

Pursuant to N.J.A.C. 14:3-2.8, no construction, maintenance or other work shall be performed in close proximity to the Company's poles, apparatus, or conductors without the written permission of the Company. A Company representative shall, upon request, review such work to assure that conditions under which such work is to be performed do not involve hazards to life, property or continuity of service. Contractors and other entities working in close proximity to the Company's lines must do so in compliance with N.J.S.A. 34:6-47.1 and 2 and any applicable provisions of the Occupational Safety and Health Administration regulations. Any work required to mitigate such hazards or continuity of service shall be undertaken at the sole expense of the party requesting such work.

Date of Issue:

Effective Date:

Issued by:

8. LIABILITIES

8.1 Company Liability:

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but in the event such supply is interrupted or fails by reason of, including, but not limited to, an act of God, a public enemy, accidents, strikes, legal process, governmental interference, breakdowns of or injury to the machinery, transmission lines or distribution lines of the Company or extraordinary repairs, the Company shall not be liable for damages.

Pursuant to P.L. 2023, C. 156, the Company shall not be liable for any damage to person or property attributable to a meter collar adapter installation and operation on Company facilities.

8.2 Emergencies:

- A. If the Company shall deem it necessary to the prevention or alleviation of an emergency condition which threatens the integrity of its system or the systems to which it is directly or indirectly connected, it may curtail or interrupt service or reduce voltage to any customer or customers pursuant to a plan filed with the Board of Public Utilities in accordance with N.J.A.C 14:29-4.2 or as otherwise permitted or provided in N.J.A.C. 14:29-4.
- B. If the Company, in its sole judgment, shall deem it necessary to the prevention or alleviation of an emergency condition resulting from an actual or threatened restriction of energy supplies available to its system or the systems to which it is directly or indirectly connected, it may curtail or interrupt service or reduce voltage to any customer or customers pursuant to a plan filed with the Board of Public Utilities in accordance with N.J.A.C 14:29-4.2 or as otherwise permitted or provided in N.J.A.C. 14:29-4.

Date of Issue:

Effective Date:

Issued by:

TERMS AND CONDITIONS OF SERVICE

8. LIABILITIES (Continued)

8.3 Tampering with Company Equipment:

The customer shall not allow or permit any individual or entity, other than authorized employee(s) of the Company (or a duly licensed and authorized electrician or authorized electrical contractor as otherwise stated in this Tariff) to make any internal or external adjustments of any meter or any other piece of apparatus belonging to the Company. In the event it is established by a Court of Law, the Board of Public Utilities, or with the customer's consent, that the Company's wires, meters, meter seals, switch boxes, or other equipment on or adjacent to the customer's premises have been tampered with, the responsible party shall be required to bear all of the costs incurred by the Company, including but not limited to the following: (i) investigations; (ii) inspections; (iii) costs of prosecution including legal fees; and (iv) installation of any protective equipment deemed necessary by the Company. The responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment or knowingly received the benefit of tampering by or caused by another.

Furthermore, where tampering with the Company's or customer's facilities results in the incorrect measurement of the service supplied by the Company, the responsible party, (as defined above) shall pay for such service as the Company shall estimate from available information to have been used on the premises but not registered by the Company's meter or meters. Under certain conditions, tampering with the Company's facilities may also be punishable by fine and/or imprisonment under applicable New Jersey law.

Date of Issue:

Effective Date:

Issued by:

Exhibit C

**IN THE MATTER OF THE PETITION OF
ATLANTIC CITY ELECTRIC COMPANY
FOR THE APPROVAL OF CERTAIN
TARIFF AMENDMENTS NECESSARY
TO IMPLEMENT
P.L. 2023, C. 156**

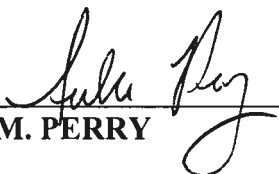
**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

CERTIFICATION IN SUPPORT OF PETITION

AMBER M. PERRY, of full age, certifies as follows:

1. I am the Vice President of Regulatory Policy and Strategy of and for Atlantic City Electric Company ("ACE"), the Petitioner named in the foregoing Petition. I am duly authorized to make this Certification on ACE's behalf.
2. I hereby certify that I have read the contents of the foregoing Petition and supporting documents thereto.
3. I further and finally certify that the information contained therein is true and correct to the best of my knowledge, information, and belief. I am aware that, if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/6/2024



AMBER M. PERRY

**IN THE MATTER OF THE PETITION
OF ATLANTIC CITY ELECTRIC
COMPANY FOR THE APPROVAL OF
CERTAIN TARIFF AMENDMENTS
NECESSARY TO IMPLEMENT
P.L. 2023, C. 156**

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**


CERTIFICATION OF SERVICE

CYNTHIA L.M. HOLLAND, of full age, certifies as follows:

1. I am an attorney at law of the State of New Jersey and am Assistant General Counsel to Atlantic City Electric Company, the Petitioner in the within matter, with which I am familiar.
2. I hereby certify that, on February 12, 2024, I caused the within Petition and exhibits to be filed with the New Jersey Board of Public Utilities (the “Board”) through its eFiling Portal. I also caused an electronic copy to be sent to the Board Secretary’s office at board.secretary@bpu.state.nj.us.
3. I further certify that, on February 12, 2024, I caused a complete copy of the Petition and exhibits to be sent by electronic mail to each of the parties listed in the attached Service List.
4. Pursuant to the Order issued by the Board in connection with *In the Matter of the New Jersey Board of Public Utilities’ Response to the COVID-19 Pandemic for a Temporary Waiver of Requirements for Certain Non-Essential Obligations*, BPU Docket No. EO20030254, Order dated March 19, 2020, only electronic copies of this Petition have been served on persons on the Service List.

5. I further and finally certify that the foregoing statements made by me are true. I am aware that, if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: February 12, 2024



CYNTHIA L.M. HOLLAND
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In the Matter of the Petition of Atlantic City Electric Company for the Approval of Certain
Tariff Amendments Necessary to Implement P.L. 2023, c. 156
BPU Docket No. ET24020108

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