

# COVER PAGE FOR THE DELAWARE ELECTRIC TARIFF

## CURRENT UPDATE

Updated Internet on or before: January 10, 2024

Tariff changes effective: January 10, 2024

Total Pages + Cover: 183; Total Leafs: 139 plus extra leaf numbers: 7a, 13a, 19a, 19b, 43a, 51a, 59a, 74a, 74b, 74c, 74d, 74e, 74f, 74g, 74h, 74i, 74j, 74k, 74l, 74m, 74n, 74o, 74p, 74q, 74r, 90a, 95a, 95b, 95c, 95d, 95e, 95f, 98a, 101a, 102a, 105a, 105b, 105c, 105d, 105e, 105f, 107a, 117a and 126a.

Reason for this Tariff Change: Update RIDER EDIT.

Case / Order / Docket Reference(s): Filed in Compliance with Order No. 10338 in Docket No. 17-0977.

Leaf No. changed in this update: 121

Processed By: Robert Grant, Senior Rate Analyst

## LAST UPDATE

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Reason for this Tariff Change: Update RIDER EE, NEM, ANEM, DSIC, & Rates for PSC assessment change from 3 mills to 4 mills.

Case / Order / Docket Reference(s): Filed in Compliance with Order No. 10330 in Docket No. 22-0986, Order No. 10332 in Docket No. 23-0655, Order No. 10351 in Docket No. 23-1547 and Order No. 10329 in Docket No. 23-1398.

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Processed By: Robert Grant, Senior Rate Analyst

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AREAS SERVED BY THIS COMPANY

NEW CASTLE COUNTY

All of New Castle County with the exception of areas served by the municipal electric operations of the City of Newark, City of New Castle, and Town of Middletown.

KENT COUNTY

Camden  
Cheswold  
Farmington  
Felton

Frederica  
Harrington  
Hartly  
Houston  
Wyoming

Kenton  
Magnolia  
Viola  
Woodside

SUSSEX COUNTY

Bethany Beach  
Bethel  
Bridgeville  
Cannon  
Clarksville  
Dagsboro  
Delmar

Fenwick Island  
Frankford  
Georgetown  
Greenwood  
Harbeson  
Laurel  
Millsboro

Milton  
Nassau  
Ocean View  
Rehoboth Beach  
Selbyville

**DEFINITION OF TERMS**

The words listed below shall have the following meanings when used in this tariff:

**Account** – An account is one metered or unmetered rate or service classification which normally has one electric delivery point of service. Each account shall have only one electric supplier providing full electric supply requirements for that account. A premises may have more than one account.

**Aggregator**– Any person or entity who contracts with an electric distribution company, electric supplier or PJM Interconnection (or its successor) to provide energy services, which facilitate battery storage systems for Grid-Integrated Electric Vehicles and related technologies.

**Ancillary Services** – Services that are necessary for the transmission and distribution of electricity from supply sources to loads and for maintaining reliable operation of the transmission and distribution system.

**Applicant** – Any person, corporation or other entity that: (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff.

**Broker** – A person or entity that acts as an agent or intermediary in the sale or purchase of, but that does not take title to, electricity for sale to retail electric customers.

**Commission** – The Delaware Public Service Commission.

**Company** – Delmarva Power & Light Company.

**Customer** – Any adult person, partnership, association, corporation, or other entity: (i) in whose name an account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Delivery Service or combined Electric Supply & Delivery Service from the Company under one service classification for one account, or premises. Multiple premises under the same name are considered multiple Customers.

**Customer Charge** – A charge designed to recover the costs the Company incurs in providing such services as metering, reading the meter(s), providing dedicated delivery service and billing the Customer's account.

**Delivery Service** – The provision of electric distribution and other services provided by the Company to a Customer who has exercised its right and purchases all of its electric supply services (i.e., capacity, energy, transmission and ancillary) for an account from an Electric Supplier, other than the Company. Delivery Service Charges consist of the Customer Charge, the Distribution Charge, the Green Energy Fund, the Low-Income Charge and other charges as approved by the Commission.

**DEFINITION OF TERMS (Continued)**

**Delivery Service Customer** – A Customer who takes Delivery Service.

**Demand** – The rate of use of energy during a specified time interval, expressed in kilowatts.

**Designee** – Any adult person, partnership, association, corporation or other entity who is authorized by the Customer to receive their electric metered and billing data.

**Distribution Service Charge** – A charge designed to recover the cost of those services related to the delivery of electricity to a Customer by the Company through the Company's Distribution Facilities.

**Distribution Facilities** – Electric facilities owned by the Company that operate at voltages of 34,500 volts or below and that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

**Electric Supplier** – A person, corporation, broker, marketer or entity other than the Company, certified by the Commission that sells electricity, to an electric retail Customer, utilizing the Transmission and/or Distribution Facilities of the Company.

**Electric Supply & Delivery Service** – The provision of electric distribution and other services provided by the Company to a Customer who buys all of its electric supply services (i.e., capacity, energy, transmission and ancillary) for an account from the Company. Electric Supply & Delivery Service includes Delivery Service, Transmission Service and Standard Offer Service or Hourly Priced Service and associated charges.

**Electric Supply & Delivery Service Customer** – A Customer who takes combined Electric Supply & Delivery Service.

**Electric Supply Services** – The provision of generation capacity and energy, transmission delivery, and ancillary services.

**Green Energy Fund** – A fund established under 26 Del. C. §1014(a) and collected from every Customer based on energy usage which is used to fund environmental programs for conservation and energy efficiency within the Company's service territory.

**Grid-Integrated Electric Vehicle** – A battery-run motor vehicle that has the ability for two-way power flow between the vehicle and the electric grid and the communications hardware and software that allow for the external control of battery charging and discharging by an electric distribution company, electric supplier, PJM Interconnection, or an aggregator.

**Hourly Priced Service (“HPS”)** – The provision of electricity and related services to Customers by the Company. The Hourly Priced Service is a non-residential service for eligible customers and is designed to recover the current market cost of producing or procuring electricity for the Company's combined Electric Supply & Delivery Service Customers. The Hourly Priced Service charge includes the current market price for capacity, energy, ancillary services for the Company's service territory and all applicable taxes.

**kW, kilowatt** – 1,000 watts.

**kWh, kilowatt-hour** – 1,000 watts for one (1) hour, or 1,000 watt-hours

**Low-Income Charge** – A fund established under 26 Del. C. §1014(b) and collected from every Customer based on energy usage which is used to fund low income fuel assistance and weatherization programs within the Company's service territory.

**Marketer** – A person that purchases and takes title to electricity for sale to retail electric customers.

**DEFINITION OF TERMS (Continued)**

**Peak Load Contribution for Capacity (Capacity PLC)** – The Customer’s contribution to the PJM system peak load, as defined by PJM. The method to determine a Customer’s Peak Load Contribution is defined in the Supplier Operating Manual, which is available on the Company website at [www.delmarva.com](http://www.delmarva.com).

**Peak Load Contribution for Transmission (Transmission PLC)** – The Customer’s contribution to the Delmarva zone’s peak transmission load, as defined by PJM. The method to determine a Customer’s Peak Load Contribution is defined in the Supplier Operating Manual, which is available on the Company website at [www.delmarva.com](http://www.delmarva.com).

**PJM Interconnection, LLC or (“PJM”)** – the Pennsylvania-New Jersey-Maryland Independent System Operator that is responsible for the operation and control of the bulk electric power system throughout all or portions of Delaware, Pennsylvania, New Jersey, Maryland, Virginia and District of Columbia.

**Premises** – A premises is one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered rate or service classes, each of which is an account, that when totaled equal the entire electricity used at that one premises or site. A premise may have more than one account with each account having one electric supplier providing full electric supply requirements. Multiple premises or sites under the same name are considered multiple Customers.

**Procurement Cost Adjustment (PCA)** – The Procurement Cost Adjustment is an adjustment made in order to true-up the rates Customers are billed to reflect the Company’s actual costs of providing Standard Offer Service.

**Reasonable Allowance for Retail Margin (“RARM”)** – a charge intended to recover incremental expenses and carrying charges incurred in the provision of Standard Offer Service and Hourly Priced Service. This charge is embedded in the supply rates for FP-SOS customers. For customers meeting the eligibility requirements for HPS, it is a delivery charge applied to all HPS customers, regardless of whether or not the customer takes HPS.

**Renewable Portfolio Standard Charge** – This charge consists of 1) the cost to acquire renewable energy credits, solar renewable energy credits and their equivalents necessary to comply with the Delaware Renewable Portfolio Standards Act; and 2) the cost and/or benefit of the energy from contracts for renewable energy entered into by the Company with the approval of the Commission.

**Retail Competition** – The right of a Customer to buy electric supply services from an Electric Supplier.

**Standard Offer Service (SOS)** – Electricity service which the Company must offer to eligible customers who do not otherwise receive electricity from an Electricity Supplier. SOS is provided in two forms: Fixed Price SOS (FP-SOS) and Hourly Priced Service (HPS).

**Transmission Service Charge** – A charge designed to recover the cost of those services related to the delivery of electricity by the Company from supply sources through Transmission Facilities.

**Transmission Facilities** – Electric facilities owned by the Company that operate at voltages above 34,500 volts and that are used to transmit and deliver electricity to Customers (including any Customers taking electric service under interruptible rate schedules as of 12/31/98) up through and including the point of physical connection with electric facilities owned by the Customer.

## RULES AND REGULATIONS

SECTION I - GENERAL

## A. Filing and Posting

This Electric Service Tariff is supplemental to the Public Utilities Act of 1974 as amended, and to the Electric Utility Restructuring Act of 1999, and to the "Regulations Governing Service supplied by Electrical Corporations" of the Commission and comprises the Rules and Regulations of service and the Service Classifications under which electricity shall be delivered and supplied to its Customers by Delmarva Power & Light Company. A copy of this Tariff is on file with the Commission and open to inspection in each of the offices of the Company. The Customer's bill shall indicate where to access the Company's Electric Service Tariff.

## B. Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of the Commission.

## C. Statement by Agents

No representative has authority to modify any rule or provision of this Tariff, or to bind the Company by any promise or statement contrary thereto, unless the same shall be incorporated in a contract.

## D. Rules and Regulations

The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically stated by a Service Classification.

## E. No Prejudice of Rights

The failure by the Company to enforce or the decision not to enforce any of the provisions of this Tariff shall not be deemed a waiver of the right to do so.

## F. Gratuities to Employees

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered.

## G. Resolution of Disputes

When an Applicant or Customer has an issue to resolve with the Company, they should first contact the Company to resolve the issue. The Company and the Applicant or Customer shall use good faith and reasonable efforts to informally resolve the issue. If the Applicant or Customer wishes to file an informal complaint to resolve a dispute involving the Company, they may do so through the use of the procedures of the Division of the Public Advocate.

## RULES AND REGULATIONS

SECTION I – GENERAL (Continued)

## G. Resolution of Disputes (continued)

An informal complaint may be made by letter, other writing, or via telephone to the Division of the Public Advocate, which shall notify the Company of the complaint. The Company shall have ten business days to respond to the informal complaint. While the complaint is open, the Company shall continue to provide service to the complainant. Upon the Division of the Public Advocate's request, Commission Staff may provide assistance to the Division of the Public Advocate. Commission Staff may investigate informal complaints referred directly to Commission Staff. If the proposed resolution of the informal complaint by the Division of the Public Advocate or Commission Staff is not deemed satisfactory by the complainant or the utility, then the complainant may institute a formal complaint.

Formal complaints must be filed with the Commission within two (2) years of the alleged violation, unless good cause is shown to extend this period. The process for filing a formal complaint with the Commission is found in the Commission's *Rules of Practice and Procedure*. During the pendency of a formal complaint, the Company may not terminate service for failure of the Customer or Applicant to pay any disputed amounts.

When an Applicant or Customer has an issue to resolve with an Electric Supplier, other than the Company, the Applicant or Customer should first contact that Electric Supplier to resolve the issue. If the Applicant or Customer contacts the Company, the Company will make every effort to assist them toward possible solutions. The Company is under no obligation to resolve disputes between an Applicant or Customer and an Electric Supplier. If the Applicant or Customer wishes to file a formal complaint to resolve a dispute involving an Electric Supplier, they may do so through the use of the procedures of the Division of the Public Advocate or the Commission.

Resolution of disputes between the Company and an Electric Supplier are addressed under an Electric Supplier Agreement.

## RULES AND REGULATIONS

SECTION II - APPLICATION AND CONTRACT FOR SERVICE

## A. Application for Service

An application for service may be required from each Customer. This application when executed by the Company constitutes the contract between the Company and the Customer, subject to the terms of the applicable Service Classification, and these Rules and Regulations. Charges for service shall begin at the time service is made available to the Customer.

An application for service can either be for Delivery Service or for combined Electric Supply & Delivery Service. Delivery Service is the provision of electric distribution and related services provided by the Company to a Customer who exercises its right and purchases all of its Electric Supply Services for an account from an Electric Supplier, other than the Company. Combined Electric Supply & Delivery Service is the provision of electric distribution and related services provided by the Company to a Customer who purchases all of its Electric Supply Services for an account from the Company. The Customer shall obtain full electric supply requirements for each account from an Electric Supplier or from the Company's combined Electric Supply & Delivery Service. An account is one metered or unmetered rate or service classification which normally has one electric delivery point of service.

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for each account for at least the first three business days during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days.

A Customer, who has the right to purchase electric supply services from an Electric Supplier, can switch to an Electric Supplier, at no direct charge. Enrollments received from the chosen Electric Supplier will be effective within three business days. The Customer may not have multiple electric suppliers for one account at the same time. The Customer may enroll with multiple Electric Suppliers within one billing month.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

The Company reserves the right to require reasonable evidence of the Applicant's identity and service address satisfactory to the Company and to make a reasonable investigation of such prior to rendering service. The Company reserves the right to require a written application from any Applicant executed in a form satisfactory to the Company.

## RULES AND REGULATIONS

SECTION II - APPLICATION AND CONTRACT FOR SERVICE (Continued)

## B. Right to Reject Application

The Company may reject any application for service if the Applicant, or the Applicant's Electric Supplier, does not meet all the requirements of the Rules and Regulations of this Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service, in writing if requested.

## C. One Point of Delivery

The Service Classifications of this Tariff, unless otherwise stated, are based upon the service to one entire premises through a single delivery and metering point. The Company shall provide only one metering installation for each class of service. The use of service at two or more separate properties shall not be combined for billing purposes.

The Company reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to other public utilities and large industrial or commercial customers having extensive operations in a contiguous area. Where the Customer desires an extra delivery circuit not necessitated by load or service requirements, the Customer shall pay the costs of the additional facilities, including any applicable taxes associated with Contributions in Aid of Construction or otherwise.

## D. Service at New Locations

Service at new locations shall be rendered only when all bills for service to the Customer at any other locations have been paid, or credit arrangements satisfactory to the Company have been made.

## E. Availability of Customer's Historical Metered and Billing Data

Upon the Customer's request, the Company will provide the Customer's historical electric metered and billing data to the Customer or its designee. There is no charge for the Customer's historical monthly or interval metered and billing data when initially distributed as part of the Customer's retail competition enrollment package.

## RULES AND REGULATIONS

SECTION II - APPLICATION AND CONTRACT FOR SERVICE - (Continued)

## F. Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification. Where large or special investment is necessary for delivery service, or where service is to be used for temporary, seasonal or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required. The size of any required Contribution in Aid of Construction shall include all applicable taxes.

## G. Temporary Service

Temporary Service is service, ordinarily not recurrent in nature, required for temporary construction power, structures or locations. Temporary Service shall be rendered only when and where the Company has the necessary facilities available to render the service applied for, without detriment to the service of other Customers.

The Customer shall pay the cost of installation and removal of required facilities installed for the sole purpose of the temporary service, based on a flat charge for standard facilities as stated below, or the actual costs for nonstandard facilities, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise. A deposit may be required, in advance, sufficient to cover the installation and removal, materials not returnable, and the estimated cost of the applicable Delivery Service or combined Electric Supply & Delivery Service. Where facilities are endangered by construction or proposed usage, the Customer may be required to own and maintain the transformers.

Flat Charge for Standard Facilities

1.	Single-Phase Underground or Aerial Service	\$150
2.	Single-Phase Aerial Service with two spans of wire	\$345
3.	Single-Phase Aerial Transformer, Ground, and Primary Connection	\$600
4.	Three-Phase Aerial Transformer Bank, Ground, and Connection	\$1425

Temporary Service is available only under Service Classifications “SGS-ND”, “MGS-S”, “LGS-S”, “GS-P”, or “ORL” on a short-term basis. The minimum monthly bill for this Service shall be as specified under the provisions of the applicable Service Classification. The Customer is required to inform the Company when Temporary Service is no longer needed.

RULES AND REGULATIONS  
SECTION II - APPLICATION AND CONTRACT FOR SERVICE - (Continued)

H. Rights-of-Way/Permits

1. General

The Applicant requesting Delivery Service shall furnish, without expense to the Company, suitable rights-of-way or permits on forms provided by the Company for the installation of facilities on, over, under and across the premises of the Applicant for the purpose of providing Delivery Service to the Applicant and to the premises and other users in the vicinity.

If it is necessary to acquire such rights or permits from others, such as abutting property owners, lessors, railroads, etc., in order for the Company to serve the Applicant, then the Applicant shall be responsible for obtaining such rights or permits as the Company deems necessary.

Where, due to the nature of the property to be served, the Company finds that the exact boundaries are of critical importance, the Applicant shall locate and mark such boundaries to the reasonable satisfaction of the Company.

The Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the Company, said clearing to be completed in reasonable time to meet service requirements. The Company shall be responsible for any additional tree trimming that may be required for the clearance and safety of its facilities.

The construction area as designated by the Company shall be graded to within six (6) inches of final grade before the Company will commence construction.

If subsequent to construction start-up, the Company is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise, shall be borne by the Applicant, its successors or assigns.

The Company shall own, operate, and maintain underground distribution lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation by the Company.

2. Required Property Information

The Applicant shall furnish as required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, codes and rules and regulations.

I. Hazardous Conditions

The Applicant shall notify the Company of any hazardous conditions which employees may encounter on the Customer's property while installing or maintaining service. Where hazardous conditions exist which may affect the welfare of Company employees, the Company reserves the right to withhold service or require the Applicant to provide a non-hazardous route for necessary service facilities. The Applicant shall be responsible for all costs required of the Company to meet applicable environmental, or other hazardous condition laws required of employees specifically for installation of the Applicant's service.

## RULES AND REGULATIONS

SECTION III - CUSTOMER'S DEPOSIT

## A. Customer's Deposit to Guarantee Payment of Final Bills

The Company may require a cash deposit from an Applicant or an existing Customer for each account to guarantee payment of final bills for service rendered. The Company reserves the right to hold either an aggregate deposit for all accounts for a single Customer or multiple deposits for separate accounts for a single Customer. Where the Company holds more than one deposit for separate accounts for the same Customer, the Company shall administer each deposit individually. Such deposit shall not be more in amount than two-twelfths (2/12) of the estimated annual combined Electric Supply & Delivery Service charges, or as may be reasonably required by the Company in cases involving service for short periods. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

Deposits shall be collected in whole dollar amounts. A deposit shall not be required if the amount is less than fifty dollars (\$50).

The Company may incrementally increase a deposit amount if it determines the amount of the deposit amount currently held is less than two-twelfths (2/12) of the estimated annual Electric Supply & Delivery Service charges. A deposit will not increase if the incremental amount is less than \$50.

Required deposits may be deferred at the Customer's request to the first month's bill or may be paid in installments over three (3) consecutive monthly billing periods. Customers with prior unpaid balance may be required to pay the full deposit prior to establishing new service.

Simple interest on deposits at an annual rate equal to the average of the percent yields of the 1-year Treasury constant maturities for September, October, and November of the preceding year, shall be applied annually as a credit to the Customer's account and so indicated on the January bill. No interest shall be paid unless the deposit is held longer than ninety (90) days. For deposits paid in installment payments, interest shall begin to accrue from the date of final deposit payment. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer's last known address that the deposit is no longer required. Deposits shall be refunded after one (1) year for Residential deposits and after four (4) years for Non-Residential deposits and after satisfactory credit has been established. Satisfactory credit is defined as payment of the last twelve (12) consecutive monthly bills without an unpaid previous balance. For commercial customers, satisfactory credit also means no detrimental credit information recorded against the Customer's account within the last twelve (12) months. Detrimental credit information is defined as adverse credit reports from recognized credit reporting services available to the general business community or from accounting records of the Company.

## RULES AND REGULATIONS

SECTION IV - PAYMENT TERMS

## A. Billing Period

Rates are stated on a monthly basis and bills are rendered monthly following the delivery of service based on meter readings scheduled at approximate monthly intervals of 27 to 33 days. Except as provided in the following sentence, the bill shall only be prorated if one of the following conditions are met: a) a final bill is being rendered for a termination of service; b) an initial bill is being rendered for a new customer; or c) a LGS-S, GS-P, or GS-T customer requests a change in its meter reading route or billing cycle to which the Company has agreed. In addition to the foregoing, proration shall be permitted to the extent authorized or required by the Commission in conjunction with a change in rates that becomes effective for usage on and after a particular date or billing cycle.

## B. When Bills are Payable

All bills are due and payable upon presentation. The bill due date is generally calculated as the bill issue date plus twenty-one days.

Extended Payment Date Plan

An extended payment date plan is available to Residential Customers receiving monthly Social Security or certain other government-sponsored, low-income monthly income assistance which constitutes the principal source of total income within the household.

The Customer is responsible for making application to the Company, and such application is subject to verification and acceptance by the Company.

The extended payment date plan shall automatically extend a bill due date so that late payment charges are not incurred until a) thirty days after the date of the bill issue date; and/or b) a reasonable time following receipt of benefits or financial aid.

## C. Estimated Bills

When the Company is unable at any regular reading date to obtain a reading from the Customer's meter, the Company may estimate the Customer's electric usage and render an estimated bill in accordance with its policy on file with the Commission. When an actual meter reading is obtained, a revised bill will be issued if the estimated usage was not in line with the actual reading.

If the Company estimates for more than three consecutive months, starting with month four (4), the Company shall provide the Customer a credit \$5.00 per month for each subsequent month estimated until an actual reading is obtained.

In instances where a bill has been estimated for at least three (3) consecutive months, the Company shall be limited to collect for the three (3) most recent months of adjusted readings. In the event additional charges are due the Company, installment payments shall be offered for not less than the number of months the account was estimated and revised. An installment plan payment charge shall not be applied to such installment plans. If the Customer has been overcharged, the Company shall refund the amount due or credit the Customer's account, at the Customer's election, to the date the estimation began. In the absence of an election by the Customer for a refund by check, the Company shall credit the Customer's account.

## RULES AND REGULATIONS

SECTION IV - PAYMENT TERMS(continued)

## D. Customer's Billing Option

Before the Customer has the right to purchase electric supply services from an Electric Supplier, the Company shall provide the combined Electric Supply & Delivery Service for the Customer and the Company shall issue one consolidated bill to the Customer for that delivery, transmission and electric supply service.

When the Customer has exercised the right to choose an Electric Supplier, the Customer shall also have the right to select one of the following monthly billing options, to the extent that the Customer is not constrained by the Customer's agreement with its Electric Supplier:

1. One consolidated bill from the Company, which includes both of the Company's Delivery Service charges and the Electric Supplier's charges; or
2. One consolidated bill from the Electric Supplier, which includes both of the Electric Supplier's charges and the Company's Delivery Service charges. The Company's avoided billing cost is zero; or
3. Two separate bills: One bill from the Company for Delivery Service charges and the other bill from the Electric Supplier for its charges.

If, at any time, the Customer has not exercised the right to select one of the three billing options above, then the Company shall issue one consolidated bill to the Customer for the Company's Delivery Service and for the Customer's Electric Supplier Service.

If, at any time, the Customer receives the combined Electric Supply & Delivery Service from the Company, then the Company shall issue one consolidated bill to the Customer for both the delivery, transmission and electric supply services.

## E. Payment Posting Sequence

When the Company is providing consolidated billing for the combined Electric Supply & Delivery Service, or providing consolidated billing for Delivery Service and the Customer's Electric Supplier services, or when the Company is providing separate billing for Delivery Service, and the Customer remits a partial payment to the Company, the payment shall be applied as follows:

- a. Arrears for the Company's combined Electric Supply & Delivery Service or Delivery Service.
- b. Arrears for the Company's Gas Utility Sales Service or Delivery Service, where applicable.
- c. Arrears by vintage priority for Electric Supplier or Gas Supplier prior charges, where applicable. For an Electric Supplier's arrearage and a Gas Supplier's arrearage with the same vintage, the Electric Supplier's arrearage has priority over the Gas Supplier's arrearage.
- d. Current charges for the Company's combined Electric Supply & Delivery Service or Delivery Service.
- e. Current charges for the Company's Gas Utility Sales Service or Delivery Service, where applicable.
- f. Current charges for Electric Supplier charges, where applicable.
- g. Current charges for Gas Supplier charges, where applicable.

## RULES AND REGULATIONS

SECTION IV - PAYMENT TERMS (Continued)

## F. Returned Checks

Checks given in payment for any bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of fifteen dollars (\$15) per check, per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned check and the charge shall be mailed to the Customer by first class mail. Where the returned check is for combined electric Delivery Service or combined Electric Supply & Delivery Service and gas service, this charge shall be assessed for only one of these services.

The Company shall automatically waive this charge provided the returned check was the first occurrence in the most recent twelve (12) months.

## No Checks Accepted Policy

- The "No Checks Accepted" restriction is applied after two returned payments have been processed in a rolling 12-month period. "No Checks Accepted" remains for 12 consecutive months from the date of the last returned check.
- "No Checks Accepted" is at the Customer level. If a Customer has multiple Accounts, and there are two returned checks on one or more of the Accounts, all Accounts will be placed on "No Checks Accepted" Status.
- After the No Checks Accepted restriction has been applied, the Customer must use another method of payment, such as a money order, a certified check, credit card, or other accepted method of payment as identified by the Company.

## G. Late Payment Charge

Bills are due and payable upon presentation. If payment for the applicable Delivery Service bills or for combined Electric Supply & Delivery Service bills rendered is not received by the Company prior to the next scheduled meter reading date, a late payment charge of one and one-half percent (1-1/2%) of the unpaid balance, less applicable taxes, shall be added to the next billing unless prohibited by law. Payments shall be credited as prescribed under Payment Posting Sequence of this section.

The Company, shall automatically waive the first late payment charge within the last twelve (12) consecutive billing months for Residential Customers. After an automatic waiver, the Residential Customer shall not be eligible for the next automatic waiver until the twelfth billing month following the billing month of the previous waiver.

## RULES AND REGULATIONS

SECTION IV - PAYMENT TERMS (Continued)

## H. Installment Payments

Any Customer may request an installment payment agreement as an optional means for payment of the applicable Delivery Service charges or combined Electric Supply & Delivery Service charges and to avoid service termination resulting from those delinquent charges. An installment payment agreement constitutes a contract between the Customer and the Company, which guarantees payment by the Customer for the amount of the agreement over the specified period. Installment payment agreements shall be made through an authorized Company representative. All requests for installment payment agreements are subject to Company approval. A service charge of one-half percent (1/2%) per month shall be applied on the unpaid balance due under this agreement. The balance amount of the agreement is not subject to the provisions of the late payment charge.

Under an installment payment agreement, the Customer agrees to pay current bills as they become due and eliminate, by equal monthly installment payments, the undisputed arrearage over a period of time. In a rolling 12-month period, residential customers are eligible for up to two 12-month installment payment agreements. If a Customer has defaulted on two installment plans, the Company may allow one final 50/6 installment payment agreement in which the customer must pay 50% of total balance up front and pay the remaining past-due balance over six (6) months, in addition to paying all current charges. Beginning April 2021, under no circumstance would a residential Customer receive more than three (3) installment plans in a rolling 12-month period.

All Commercial customers are eligible for an initial installment payment agreement with 25% of the total arrears paid upfront and the remaining balance spread over 12-months, if all previous installment payment agreements have been satisfied and if there are no returned checks in last 12-months. If the initial installment payment agreement is broken, a final installment payment agreement may be offered in which 50% of the balance is paid upfront and the remaining balance spread over six (6) months. Beginning April 2021, under no circumstance would a commercial Customer receive more than two (2) installment plans in a rolling 12-month period.

Failure of the Customer to meet the conditions of the final installment payment agreement including prompt payment of the current bill shall entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the Public Service Commission of Delaware.

## I. Budget Billing

Budget billing provides a Delivery Service payment plan or a combined Electric Supply & Delivery Service payment plan which allows Customers to levelize their monthly bills. The Budget Billing Plan is available to all Residential Customers and to any Non-Residential Customer whose monthly maximum measured demand is less than 300 kW. Non-Residential Customers may be initially placed on the plan only in the billing months of April, May, October or November. Any such qualifying Customer who does not have a delinquent Delivery Service balance outstanding or a delinquent combined Electric Supply & Delivery Service balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount paid to date.

## RULES AND REGULATIONS

SECTION V - ADMINISTRATION OF SERVICE CLASSIFICATION

## A. Load Inspections

When the delivery of service is under Service Classifications which base the billing demand or minimum charge upon the Customer's connected load, the Company's representative shall have access to the premises at reasonable times to inspect and count the connected load.

## B. Billing Charges

When demands are reassessed or redetermined, or power factor recomputed or remeasured as the result of an investigation made at the Customer's request or by routine inspection, the change of billing to the new demand or power factor shall first apply to the bill for the month during which the investigation is made.

## C. Choice of Service Classification

When two or more Service Classifications are available for the same class of service, the Customer shall select the Service Classification to be applied. When a Customer seeks to begin service at a Premise previously occupied by a different Customer, the Customer Service Representative assisting the new Customer shall question the new Customer about the type of business to be transacted at the Premise (i.e. retail, repair, manufacturing, etc.) and help the Customer select the Service Classification that is most financially beneficial to the new Customer. The Company shall not automatically place a new Customer on Service Classification "MGS-S" or "LGS-S" simply because the previous occupant of the Premise received service under those Service Classifications.

## D. Company Assistance

The Company shall assist the Customer in the selection of the most advantageous Service Classification, but the duty and responsibility of making the selection shall at all times rest with the Customer.

## RULES AND REGULATIONS

SECTION VI - CUSTOMER'S INSTALLATION

## A. Customer's Wiring

All of the Customer's wiring and appurtenances shall be furnished and installed by the Customer.

The Company may delay the construction of an extension and/or service until the Applicant (or Applicants) has completed the wiring and installation of the equipment necessary to receive and use service.

## B. Description of Installation

The Customer, before connecting or purchasing any substantial electrical equipment, shall present in writing to the Company a list of devices which are to be installed, giving the location of the proposed installation, so that the Company may advise the Customer of the character of the service the Company shall furnish and the point at which service shall be connected and metered.

In those cases where the Company deems it necessary, the Customer shall present in writing complete specifications of equipment, loads, location plans, vaults, cable runs, substations and other data required, so that the Company may advise the Customer of the character of the service the Company shall furnish, the point at which it shall be connected and metered and any other requirements associated with the special conditions of the service.

## C. Electrical Inspection

All new wiring and equipment and changes in wiring and equipment, shall conform to the standards of the National Electrical Code and those of local public authorities in force at the time.

The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.

## D. Reverse Phase Relay

The Customer shall install at its expense a reverse phase relay of approved type on all motors and other equipment where a definite direction of rotation must be maintained.

## E. Phase Protection

The Customer shall install at its expense suitable voltage or current type devices which will protect its equipment from damage in the event of phase outages.

## F. Motors

The Customer shall advise the Company of the proposed requirements of the type of motor and starting current of the Customer's equipment, as well as the voltage and phase of service which are desired.

The Company reserves the right to refuse service to single phase motors rated five (5) horsepower or more and to polyphase motors rated less than five (5) horsepower and to polyphase motor installations having a total rating less than six (6) horsepower.

## RULES AND REGULATIONS

SECTION VII – SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS

## A. General

Services as used in this section refers to overhead or underground conductors and associated materials that are installed on private property between the Company's electric system and the point of connection with the Applicant's wiring. Such point shall generally be near the corner of the building nearest the point at which the electric service enters the property to be served and must be such that the service will be clear of obstructions and adequately supported. The Company's system facility from which the service is installed may be on public or private right-of-way. Service facilities shall not be installed inside or under the Applicant's residence or building. Services shall be installed either overhead or underground, in accordance with the rules and regulations of the Commission, and shall be designed and constructed consistent with good engineering practices.

Extensions, as used in this section, refer to overhead or underground conductors and associated materials that must be constructed along public streets, roads and highways, or on private property from the Company's existing electric system to the Applicant's lot line. Among other things, this includes the facilities installed within subdivisions. Extensions shall be designed according to accepted industry practices to provide adequate service and shall be installed in accordance with the Rules and Regulations of the Commission. Any modifications requested by the Applicant must be approved by the Company and any additional costs, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise, resulting there from shall be borne by the Applicant. The calculation of the additional cost shall be based on a standardized costing approach that includes all costs, including but not limited to: actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs of permits and rights-of-way acquisition; corporate, overheads, and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise.

## B. Applicant's Responsibilities and Requirements

The Applicant shall complete an application for electric service and provide a scaled site plan showing the proposed meter location and any underground obstructions prior to the Company beginning design. The Applicant shall be responsible to provide to the Company all of the following prior to the installation of the Company owned facilities:

1. Pay any required fees for new service.
2. Right of Way for Company owned facilities on and off property. Refer to Rules and Regulations Section II.
3. A completed and signed Construction Agreement.
4. Provide and install Company approved meter enclosure, at a location designated by the Company.
5. The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.
6. A path, clear of all obstacles, for the installation and maintenance of Company owned facilities.
7. The Applicant shall be responsible for the installation of all necessary conduits, manholes, and transformer pads on their property and they shall be installed in accordance with Company specifications.
8. The construction area, as designated by the Company, will be within six inches of final grade, unless otherwise agreed to by the Company.
9. Adequately mark and uncover existing and proposed privately owned facilities.

## RULES AND REGULATIONS

SECTION VII – SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS - (Continued)

## B. Applicant's Responsibilities and Requirements (continued)

Where the Applicant requests the Company to install facilities which are more costly than those normally furnished, and the Company agrees, the Applicant will be charged the difference in cost. Where the Applicant, by virtue of site conditions, causes a more costly than normal installation or maintenance, the Applicant will be charged the difference in cost. The calculation of the difference in cost shall be based on a standardized costing approach that includes all costs, including but not limited to: actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs of permits and rights-of-way acquisition; corporate overheads (including engineering, supervision and administrative and general costs) and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise.

## C. Service Installations

## 1. Residential Services

The Company shall install, own, and maintain all new services to the point of connection with the Applicant's wiring. The Company will provide the service to the customer using the most direct route to the customer's nearest corner. If, upon mutual agreement between the Applicant and the Company, a service is installed is not to the closest corner, the Applicant shall be charged for the additional installed cost based on the average installed cost per foot for residential services installed during the preceding calendar year, as described below. The metering point is typically located on the outside wall of the building to be served. However, the metering point may be located at the property line or elsewhere on the property upon mutual agreement between the Applicant and the Company. If the service exceeds 300 feet, the Applicant shall pay the Company the additional installed cost for the length greater than 300 feet, based on the average installed cost per foot for residential services installed during the preceding calendar year. Any such payments shall not be waived or refunded. The calculation of the average installed cost per foot shall be based on a standardized costing approach that includes all costs, including but not limited to: actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs of permits and rights-of-way acquisition; corporate overheads (including engineering, supervision and administrative and general costs) and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise. In addition, for a three phase residential service, the Applicant shall be charged the costs in excess of the total cost to provide normal single phase residential service, excluding the transformer cost.

## 2. Non- Residential Services

Non-Residential Service refers to the overhead and underground primary and/or secondary facilities that are located on the Applicant's property and extend to the point of attachment to the Company's electric system.

For single metered service, all service facilities, including primary and secondary, from the Company's distribution point to the point of attachment to the Customer's electric system shall be installed, owned and maintained by the Customer. Upon the Customer's request, the Company may, but is not required to, install the service at the Customer's expense. Upon the Customer's request, the Company may assume, but is not required to assume, ownership and maintenance responsibilities of these facilities provided they are installed in accordance with the Company's specifications. In the event that ownership is transferred to the Company, the Company may require an additional contribution to reflect any tax consequences resulting from the contribution of the facilities.

## RULES AND REGULATIONS

SECTION VII – SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS - (Continued)

## C. Service Installations (continued)

For multi-metered service, all service facilities, other than the secondary services, shall be installed, owned and maintained by the Company. Upon the Customer's request, the Company may, but is not required to, install the secondary services at the Customer's expense. Upon the Customer's request, the Company may assume, but is not required to assume, ownership and maintenance responsibilities of these facilities provided they are installed in accordance with the Company's specifications. In the event that ownership is transferred to the Company, the Company may require an additional contribution to reflect any tax consequences resulting from the contribution of the facilities.

For Company required work for installation of a service, the estimated revenue should be compared to the total estimated investment to determine if a contribution, including any applicable taxes associated with the Contribution in Aid of Construction, is needed.

## D. Extensions

1. The Company shall provide, own and maintain extensions. The Company's investment in line extensions shall be limited to three (3) times the related estimated annual Delivery revenue, excluding all electric Transmission service and supply services revenue ("Estimated Revenue"), from customers to be initially served from the extension. Where such Estimated Revenue does not justify the estimated investment in the extension, the Applicant shall provide a financial guarantee in accordance with Section E below.
2. For the purpose of definition, those Customers to be initially served shall be considered as houses or multiple occupancy buildings under construction at the time the contract for the extension is signed. As additional facilities are needed to serve additional Customers, the Applicant may be required to make additional financial guarantees or may receive a refund accordingly.
3. Where Customers are served from private facilities, the Company may, upon request, provide maintenance to such facilities with all costs borne by the Customer. Upon the Owner's request, the Company at its sole discretion may assume, but is not required to assume ownership and maintenance responsibilities of private facilities. In the event that ownership is transferred to the Company, the Company may require an additional contribution to reflect any tax consequences resulting from the contribution of the facilities

## E Financial Guarantees for Extensions

Financial Guarantees required for extensions shall be the amount equal to the estimated installed cost of the extension less three (3) times the estimated annual Delivery revenue, excluding all Transmission Service revenue and electric supply and ancillary services revenue, from the Customer to be initially served from the extension. Financial Guarantees may be made by deposit, Letter of Credit or other financial instruments at the Company's discretion.

RULES AND REGULATIONS  
SECTION VII – SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS - (Continued)

E. Financial Guarantees for Extensions cont'

Should the Applicant provide a deposit it will be returned to the Applicant (without interest) in an amount equal to three (3) times the estimated annual Delivery and Transmission Service revenue, excluding all electric supply and ancillary services revenue, from new Customers as each new Customer completes its permanent service connection directly from the extension for which the deposit. Any portion of the deposit remaining unrefunded after five (5) years from the date the guarantee is provided shall be retained by the Company.

Should the Applicant provide a Letter of Credit or other Financial Instrument, the estimated revenue attributable to the extension shall be examined prior to the Letters' or other Instruments' expiration. The Company shall draw on the Letter of Credit or Instrument where a continued financial guarantee is still required. Such draw shall then be considered a deposit under the above section.

F. Modification or Relocation of Existing Services

Any modifications or relocations of existing Company-owned services shall be made by mutual agreement of the Company and the Customer, at the Customer's expense. In the Company's opinion, when such relocations or portion of such relocation are deemed to benefit the Company, the resulting cost will be prorated between the Company and the Customer accordingly. Any charges to the Customer for such modifications or relocations shall not exceed the Company's costs, including applicable taxes. Any costs charged to the Customer shall be all inclusive or a prorated portion of all costs, including actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs or permits, rights-of-way acquisition; corporate overheads (including engineering, supervision and administrative and general costs) and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise.

In the event the Company shall be required by any public authority to place underground or relocate any portion of the Company's electric system, the Customer, at its expense, shall make the necessary changes in the location of its facilities to accommodate such changes. Where obstructions prevent direct access to the Company's existing facilities, the Customer will be charged the total cost, including applicable taxes, for all relocation costs.

G. Transformer and Meter Installations

The Company shall make transformer or meter installations on public rights-of-way only as permitted by the regulations of the public authorities. The type of metering or load requirements may require the Customer to provide for the installation of transformer facilities on private property.

H. Privately Owned Facilities

Where a Customer is served from privately owned facilities, the Company at its sole discretion, may, upon request by the Customer, provide maintenance to such privately owned facilities with all costs borne by the Customer.

Upon agreement between the owner of privately owned residential facilities and the Company, the Company at its sole discretion, may assume ownership and maintenance responsibilities of the residential facilities provided they are installed in accordance with, or upgraded to, the Company's specifications.

RULES AND REGULATIONS  
SECTION VIII - METER INSTALLATIONS

A. Meters Provided by the Company

The Company shall normally furnish, install, maintain, and own one (1) set of metering equipment for measurement of the service provided under each contract.

When a Customer, Electric Supplier or other party wants the Company to install alternative metering and associated equipment that is different than that which is normally provided under the Customer's Service Classification, the Customer shall make the request to the Company. The Customer shall be informed before the alternative metering equipment is installed of the amount that they will be charged for the meter exchange and any cost differential between the normally furnished meter and the alternative metering equipment, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise. The Company shall make reasonable efforts to furnish, install and maintain such metering equipment for the Customer, provided that such alternative metering equipment meets the Company's electrical and data processing standards. The Company shall own such alternative metering equipment. When the Customer wants an electronic communication link for remote access of the alternative metering equipment, the Customer shall make all arrangements and shall maintain that communication link at its expense. Unless authorized by the Company, only the Company shall have access, directly or remotely, to the alternative metering equipment. Upon the Customer's authorization, the metered data from such alternative metering equipment shall be provided to its designee at the Customer's expense.

B. Meter Locations

The Company shall designate the location of meters.

For secondary or primary metered installations, the Customer shall provide a support or other facility as required for mounting of metering equipment.

Residential meters for all new installations shall be installed outdoors. An existing residential meter may remain indoors until moved or replaced at the convenience of the Company or at the time of other modifications of electric service equipment initiated by the Customer, when it shall be relocated outdoors. Such relocation shall be at Company and/or Customer expense as for a new service connection. Meters moved from inside to outside at the request of the Customer when no other modifications of electric service equipment are being made, or moved to a different exterior location than selected by the Company for the convenience of the Customer, will be relocated at Customer expense.

Where multiple meters are required, each meter position shall be clearly and visibly marked so that each meter position is identified as to the location to which service is being supplied. Meters shall not be installed by the Company until this has been accomplished. Adjustments in billing resulting from mismarked meter connection equipment are the responsibility of the Customer whether such facilities are supplied by the Customer or are supplied to the Customer by the Owner of the building. It is the Customer's responsibility to pay the Company's adjusted bill, and then seek whatever remedy is available from others (including the Owner of the building) if appropriate.

## RULES AND REGULATIONS

SECTION VIII - METER INSTALLATIONS - (Continued)

## B. Meter Locations (continued)

The Customer and the Owner authorize and empower the authorized agents of the Company, at all reasonable hours, to have free access to the premises for the purpose of reading meters or examining, repairing or removing any of the Company's property. The Customer further agrees to keep meter locations clean, clear and accessible to the Company's authorized agents. A clean, clear and accessible meter location is the Customer's responsibility even if the meter is located remotely from the premises served (as in a multiple occupancy dwelling or shopping center); the Customer shall make suitable arrangements with others as necessary. Failure to comply may result in termination of service.

## C. Right to Remove Company's Equipment

All meters, instrument transformers or other service equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

## D. Reverse Registration

The Company may, by ratchet or other device, control its meters so as to prevent reverse registration.

## E. Meter Tests

The Company shall test single phase, self-contained watt-hour meters in accordance with a Statistical Sampling Plan for existing meters and with a New Meter Sample Testing Plan for new meters acceptable to the Delaware Public Service Commission. All other meters shall be tested by the Company in accordance with its periodic test schedule and in a manner prescribed by the Delaware Public Service Commission. Meter tests performed at the request of a Customer shall be made in accordance with Section IX-D.

## RULES AND REGULATIONS

SECTION IX - ADJUSTMENT OF CHARGES

## A. Fast Watt-Hour Meter

Whenever a watt-hour meter in service is found to have a positive average error, upon test made by the Company or the Commission, that is when it over-registers or is fast, in excess of two percent (2%), the Company shall credit or refund to the Customer an amount equal to the excess paid for Delivery Service or for combined Electric Supply & Delivery Service for the kilowatt-hours incorrectly metered. The refund shall be for the period that the Customer received service through the meter, but for not more than the periods established below:

1. Known Date of Error - If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.
2. Unknown Date of Error - If the time at which the error first developed or occurred cannot be established, it shall be assumed that the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter was last tested, whichever is less.

## B. Slow or Stopped Meter

When a meter is found, upon test made by the Company or the Commission, to have a negative average error, that is when it under-registers or is slow, in excess of two percent (2%), or to be stopped, or in case of a polyphase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the Company, but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, the Company shall estimate the proper Delivery Service and combined Electric Supply & Delivery Service charge for the unregistered service by reference to the Customer's consumption during similar normal periods or by such methods as the Commission may authorize or direct. Except in cases of tampering, theft, or unauthorized overload, such an estimate for a slow or stopped meter shall not cover a period of more than three (3) months.

## C. Demand Meter

Whenever a demand meter, the readings, or indications of which are utilized in computing the charges for Delivery Service and combined Electric Supply & Delivery Service, is found, upon test by the Company or the Commission, to be in error, in excess of the limits indicated below, the Delivery Service and combined Electric Supply & Delivery Service charges to the Customer shall be adjusted in the same manner as prescribed under watt-hour meters above.

<u>METER TYPE</u>	<u>LIMITS OF ACCURACY</u>
Integrated Demand Meters	+ 2% of full scale reading
Lagged-Demand Meters	+ 4% of final indication

## RULES AND REGULATIONS

SECTION IX - ADJUSTMENT OF CHARGES - (Continued)

## D. Requests for Meter Tests

Upon request by a Customer, the Company shall test the Customer's meter provided that such tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, the Company shall charge the Customer twenty dollars (\$20) for testing a self contained meter. For testing a transformer-rated meter, the charge shall be rendered on a time and material basis. No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer or its representative may be present when the Customer's meter is tested. A written report of the results of the test shall be mailed to the Customer within ten (10) days after the completion of the test.

## E. Adjustments for Incorrect Billings

Incorrect billings for Delivery Service and for combined Electric Supply & Delivery Service resulting from clerical error, incorrect meter installation or reading, incorrect application of the rate schedule, or other similar reasons shall be corrected immediately upon discovery, and corrected bills rendered to the Customer. However, in the event additional charges are due from the Customer under the application of this paragraph, retroactive billing may not be for more than 12 months prior to the discovery of the error unless authorized by the Commission. The Company may seek the Commission's authorization for retroactive billing on non-residential accounts for undercharges which occurred more than 12 months but not more than 3 years from the discovery of the error. If the Customer has been overcharged, the Company shall refund the amount due by credit to the Customer's account or the Customer may submit a request in writing for a refund by check, to the date the error was made, or in the case of an unknown date of the error, for a period of 3 years or a period equal to one half of the time since the date upon which it can be established that the error did not exist, whichever is less. In the absence of a written election by the Customer for a refund by check, the Company shall credit the Customer's account. In the event additional charges are due the Company, installment payments shall be offered for not less than the number of months the account was billed in error. An installment payment charge shall not be applied to such installment plans.

RULES AND REGULATIONS

SECTION X - CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

The Company does not guarantee continuous uninterrupted electric service and shall not be liable for any loss, cost, damage or expense to any person occasioned by any change in, interruption or phase reversal of the Company's electric service due to any cause beyond the reasonable control of the Company.

B. Notice of Trouble

The Customer shall notify the Company promptly of any defect in service or of any trouble or irregularity in the electric delivery service.

C. Prearranged Interruption of Service

Whenever it is necessary to interrupt service for work on lines of equipment, such work shall be done, to the extent practical, at a time that will cause the least inconvenience to the Customer. The Customer(s) to be affected shall, if practical, be notified in advance of such interruptions.

## RULES AND REGULATIONS

SECTION XI - CUSTOMER'S USE OF SERVICE

## A. Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the electric energy provided by the Company under combined Electric Supply & Delivery Service or provided by an Electric Supplier, or any part thereof, except as authorized by Chapter 51, Title 25 of the Delaware Code and except for the Customer's provision of electricity to charge electric vehicles.

## B. Multiple Occupancy Buildings

Multiple occupancy buildings for which building permits are issued after June 2, 1980 shall not be master metered, but shall be individually metered for each occupancy unit that is individually leased or owned and whose occupants have control over a portion of the electric energy used, unless the owners can provide evidence that the cost of installing separate meters exceeds the long-term benefits to the electric consumers derived from individual meters. For the purposes of this paragraph, individual meters include only meters installed and owned by the Company.

## C. Fluctuations

Electric delivery service must not be used by the Customer or its Electric Supplier, in such a manner as to cause unusual fluctuations or disturbances in the Company's delivery system. Should such fluctuation or disturbance be caused by the Customer, or its Electric Supplier, the Company may discontinue service or require the Customer to modify its installation and/or install approved controlling devices.

Where service is rendered under Service Classifications "SGS-ND", "MGS-S", "LGS-S", "GS-P", "GS-T", or "ORL" and the use of current is intermittent or subject to violent fluctuation, the Company reserves the right to base the measured demand upon a five (5) minute period, or to add to the measured demand, as determined under the measured demand provision of the applicable Service Classification, an amount equal to sixty-five percent (65%) of the rated capacity in kilowatts of apparatus having fluctuating or intermittent current requirements.

## D. Unbalanced Loads

Where service is rendered under Service Classifications "SGS-ND", "MGS-S", "LGS-S", "GS-P", "GS-T", or "ORL" the Customer shall at all times take and use energy in such manner that the load will be balanced equally between phases. Should this not be possible and the unbalancing exceed ten percent (10%) of the lesser phase, the Company reserves the right to compute the demand for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

## RULES AND REGULATIONS

SECTION XI - CUSTOMER'S USE OF SERVICE - (Continued)

## E. Transient Voltages

Customers are cautioned that certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operation. The Company shall not be liable for transient voltage-related damage or loss. The Company will provide available information to the Customer or prospective Customer on protective devices, upon request.

## F. Superposition of Electric Signals on the Company's Electric System

When the Customer couples to or superimposes any signal on its electric system for equipment control, load management control, carrier current transmission, signal systems, communication broadcasting or any other purpose, the Customer shall be responsible for preventing any such signals from being imposed upon or entering the Company's metering and electric system.

## G. Power Factor

The average power factor under the operating conditions of the Customer's load at the point where the electric delivery service is metered shall not be less than ninety percent (90%) lagging.

Where lighting, welding, motors or other electrical equipment or devices having low power factor characteristics are installed, the Customer shall furnish, install and maintain, at its own expense, corrective apparatus which shall increase the average power factor of the individual units or the entire installation to not less than ninety percent (90%) lagging.

## H. Use other than Stated in Contract

The Company's service shall not be used for any purpose or in any place other than that stipulated in the Customer's contract for service except by written consent of the Company.

## I. Characteristics of Service

The delivery service specified and furnished by the Company, and electric service furnished by either the Company under the combined Electric Supply & Delivery Service or furnished by the Customer's Electric Supplier, shall consist of sixty (60) hertz, single phase or three phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load.

Voltage delivered to Customers' facilities normally will be maintained within the limits prescribed by the regulations of the Public Service Commission of Delaware, except under emergency conditions and/or conditions beyond the reasonable control of the Company.

## RULES AND REGULATIONS

SECTION XI - CUSTOMER'S USE OF SERVICE - (Continued)

## I. Characteristics of Service - (Continued)

A Customer or prospective Customer must contact the Company to ascertain the type of service the Company shall provide before making plans for receiving electric delivery service or making alterations to existing service.

- 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 2,400 volts to 34,500 volts between any two conductors.
- Transmission Service - Single phase or three phase circuits carrying a nominal voltage in excess of 34,500 volts.

## J. Change of Installation

The Customer shall give immediate written notice to the Company of any proposed substantial increase or decrease in, or change of purpose or location of the Customer's installation. The service connection, transformers, meters and equipment supplied by the Company for each Customer have a definite capacity and no additions to the equipment or load connected thereto shall be permitted except by written consent of the Company. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or their auxiliary apparatus or the transformers or wires of the Company caused by the additional or changed installation.

## K. Limitation of Use

No other source of electric supply, other than the Customer's Electric Supplier, shall be introduced or permitted, directly or indirectly, for the Customer's use without written notice to the Company and written consent of the Company which shall not be unreasonably withheld. An installation for which permission has been granted must be made so that the supply of current from the Customer's generator or other sources cannot feed into the Company's delivery system, unless agreed to by contract between the Company and the Customer. Unless otherwise agreed to by the Company and the Customer, the generation output to the Company shall be governed by the terms set forth under Section K.2. on tariff leaf No. 95 "No Sale" Transaction. In addition, such source of supply must comply with all of the Company's requirements for parallel operations as set forth in its document titled "Technical Considerations Covering Parallel Operations of Customer-owned Generation." Such source of supply must also comply with all requirements of the PJM Interconnection, LLC.

## RULES AND REGULATIONS

SECTION XII - DEFECTS IN CUSTOMER'S INSTALLATION

## A. Company's Right to Inspect

The Company shall have the right, but shall not be obliged, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company's standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of Company rules, or from accidents which may occur upon the premises of the Customer.

## B. Defective Installations

If at any time the wiring, fixtures or appliances of the Customer are found to be defective or dangerous by the Company's representative or by the local public authorities, service may be refused or discontinued until the Customer has the condition corrected.

## C. Customer's Responsibility

The Company assumes no responsibility for any damages done by or resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, its agents, or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

## D. Company Liability

The Company shall not be liable for damage resulting from the presence of electric current or the Company's appliances on the Customer's premises, or from the use of the service of the Company by the Customer.

## RULES AND REGULATIONS

SECTION XIII - ACCESS TO PREMISES

## A. Access to Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at all reasonable times to the premises of the Customer for the purpose of reading the Company's meters, connecting and disconnecting service, operating, testing, inspecting, repairing, removing and replacing any all of the Company's apparatus used in connection with the delivery of electricity. If the Company's meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by Company agents or representatives.

The Company shall make a good faith effort to notify the Customer, which could include a door knock, when the Company is accessing the customer's property. The Company shall further leave a door hanger or other notification at the premises that an employee was on the property and whether the work was completed.

RULES AND REGULATIONS

SECTION XIV - TAMPERING WITH COMPANY'S PROPERTY

A. Tampering Expressly Forbidden

No person except a duly authorized representative of the Company shall make any connection or disconnection, either temporary or permanent between the service load of the Customer and the service wires of the Company or set, change, remove or interfere with or make any connections to the Company's meter or other property or any wiring between the Company's meter and the service wires of the Company.

B. Liability for Tampering

In the event of the Company's meters or other property being tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which the Company may estimate is due for service used but not registered on the Company's meter, and for the costs of any repairs, replacements required, and any other changes in the Customer's installation as may be required by the Company.

## RULES AND REGULATIONS

SECTION XV - COMPANY'S RIGHT TO DISCONTINUE SERVICE

## A. Right to Discontinue Service

The Company reserves the right to discontinue the supply of service for any of the following reasons.

## 1. Without Prior Notice

- a. Unavoidable shortage or interruptions in Company's source of supply or other cases of emergency.
- b. Whenever a hazardous electrical or electrical related condition is found to exist on the Customer's premises.
- c. Interference or tampering with meters or Company equipment or diversion of service.
- d. Whenever environmental or other hazardous conditions would expose Company employees to undue risk in the maintenance of customer service.
- e. For providing a false name or social security number or for failing to disclose, upon request, that past services have been received and not paid for under a different name or social security number, if the Company has reported a theft of services to responsible authorities.

## 2. With Prior Notice

- a. Failure to remedy conditions having detrimental effect on the service of others.
- b. Non-payment of any bill for electric Delivery Service or combined Electric Supply & Delivery Service.
- c. Violation of or non-compliance with these Rules and Regulations or the effective Service Classification or Contract. The Company may refuse to provide any service until the Customer has corrected the conditions constituting such violation or non-compliance.
- d. Failure to pay a deposit as requested.
- e. Misrepresentation of or failure to disclose a material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
- f. Repeated refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
- g. Failure to pay Service Installation Costs.

## RULES AND REGULATIONS

SECTION XV - COMPANY'S RIGHT TO DISCONTINUE SERVICE - (Continued)

## A. Right to Discontinue Service - (Continued)

3. The notice provided for in the Section XV-A-2 shall consist of not less than fourteen (14) days' notice sent by first class prepaid mail deposited in a United States mailbox and addressed to the Customer at the Customer's last known mailing address appearing on the records of the Company. The notice shall state the date on or after which service will be discontinued and shall inform the Customer of the steps which may be taken to avoid such disconnection of service. A notice of disconnection for non-payment of a bill for electric Delivery Service or combined Electric Supply & Delivery Service shall also state the date by which payment for the previous balance due must be received by the Company in order to avoid disconnection.

## B. Restoration Charge

Service disconnected by the Company for any reason set forth in Section XV-A or limited pursuant to Section XV-E shall be restored only on payment of the appropriate restoration charge stated below in addition to the previous balance due under the Customer's contract, except when it has been necessary to disconnect or remove overhead or underground service wires to effect discontinuance of service. In such cases, the actual costs of discontinuance and restoration shall be applicable in addition to the previous balance due.

Any Customer whose service has been disconnected or limited may be required to post a deposit in order to have service restored.

	<u>Time of Restoration</u>	<u>Restoration Charge</u>
8 a.m. to 5 p.m.	Monday - Friday Excluding Company Holidays	\$ 75.00
5 p.m. to Midnight	Monday - Friday Excluding Company Holidays	\$125.00
8 a.m. to Midnight	Saturday, Sunday and Company Holidays	\$125.00
Midnight to 8 a.m.	Any Day	\$175.00

If restoration is performed remotely, charges for restoration are as follows:

	<u>Time of Restoration</u>	<u>Restoration Charge</u>
8 a.m. to 4 p.m.	Monday - Friday Excluding Company Holidays	\$ 45.00

## C. Collection of Payments at the Premises

At the Company's option, the Customer may avoid service termination or limitation for non-payment of bills by making payment of the previous balance due to a Company representative at the premises.

In addition to payment of the previous balance, there shall be a fee of thirty-eight dollars (\$38) per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through an authorized Company representative.

RULES AND REGULATIONS

SECTION XV - COMPANY'S RIGHT TO DISCONTINUE SERVICE - (Continued)

D. Load Limiting Devices

At the Company's option, in lieu of disconnection of Residential Customers for non-payment pursuant to above Sections XV-A-2(b) or (d), the Company may install a load limiting device that restricts the amount of power flow to the Customer, pursuant to an approved program on file with the Delaware Public Service Commission.

E. Combination Services

Where service restoration or collection of payments at the premises under above Sections XV-B and C are performed for both electric and gas service to the Customer, the related charges shall be assessed for only one of these two utility services.

RULES AND REGULATIONS

SECTION XVI - DISCONTINUANCE OF SERVICE BY CUSTOMER

A. Notice to Discontinue

The Customer must give the Company at least three (3) days' written notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter shall have been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

B. Completion of Term

If, by reason of any act, neglect or default of a Customer or its agent, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

C. Final Bill

The final bill for service shall be based on an actual meter reading, unless the Company cannot gain access to the premises, and is due and payable when rendered.

RULES AND REGULATIONS

SECTION XVII

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RULES AND REGULATIONS

SECTION XVII

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## RULES AND REGULATIONS

SECTION XVIII - GENERAL COST ADJUSTMENT

## A. Applicability

This General Cost Adjustment is applicable to all Service Classifications of this Tariff under the conditions enumerated below:

1. Bills rendered under all Service Classifications of this Tariff shall be increased to offset any new or increased taxes, licenses, franchise fees, rentals or assessments imposed by any governmental authority against the Company's property used in the supply, transmission, distribution or sale of electrical energy or its electrical operations or supply or sale of electrical energy or the receipts or earnings therefrom.
2. Such taxes, licenses, franchise fees, rentals or assessments as outlined above, shall, on the basis of Customer's consumption or billing, be apportioned pro rata among Customers within the limits of any political entity which imposes any such special taxes, licenses, franchise fees, rentals or assessments to offset such special levies and to relieve Customers outside of such political entity of the burden of payment for any such special levies.
3. Any such cost adjustment shall continue in effect only for the duration of the specified levies, and shall not be instituted prior to approval by the Public Service Commission of Delaware.
4. When Customers are required under the Rules and Regulations, Service Classifications and Riders of this Tariff to provide a contribution in aid of construction, the amount of the contribution shall include an allowance for any taxes to which said contribution may be subjected.

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## MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER	WINTER
	Billing Months <u>June Through September</u>	Billing Months <u>October Through May</u>
<b><u>RESIDENTIAL “R”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$15.04	\$15.04
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
First 500 kWh Rate	\$0.047893/kWh	\$0.047893/kWh
Excess kWh Rate	\$0.047893/kWh	\$0.047893/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
EE Surcharge	Refer to Rider “EE”	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
First 500 kWh Rate	\$0.074401/kWh	\$0.079229/kWh
Excess kWh Rate	\$0.074401/kWh	\$0.079229/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.  
For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service and Standard Offer Service with Transmission Service charges may be separately stated. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production. For applicability of the Peak Energy Savings Credit, refer to the Rider DP.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
<b><u>RESIDENTIAL – SPACE HEATING “R”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$15.04	\$15.04
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
First 500 kWh Rate	\$0.044207/kWh	\$0.044207/kWh
Excess kWh Rate	\$0.044207/kWh	\$0.044207/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
EE Surcharge	Refer to Rider “EE”	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
Summer First 500 kWh Rate	\$0.074227/kWh	
Summer Excess kWh Rate	\$0.074227/kWh	
Winter First 1200 kWh Rate		\$0.076139/kWh
Winter Excess kWh Rate		\$0.076139/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production. For applicability of the Peak Energy Savings Credit, refer to the Rider DP.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
<b><u>RESIDENTIAL TIME OF USE NON-DEMAND "R-TOU-ND"</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$19.86	\$19.86
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
On-Peak Rate	\$0.088566/kWh	\$0.088566/kWh
Off-Peak Rate	\$0.010329/kWh	\$0.010329/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider "EDIT"	
EE Surcharge	Refer to Rider "EE"	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
On-Peak Rate	\$0.118262/kWh	\$0.125061/kWh
Off-Peak Rate	\$0.043072/kWh	\$0.052174/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. For additional applicable charges, refer to the Service Classification "QFCP-RC" Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
<b><u>Plug-In Vehicle Charging – “PIV”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$0.00	\$0.00
Distribution Charge	\$0.047893/kWh	\$0.047893/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
EE Surcharge	Refer to Rider “EE”	
PIV-Green (Optional)	Refer to Rider PIV-Green	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
On-Peak	\$0.128950/kWh	\$0.152992/kWh
Off-Peak	\$0.032610/kWh	\$0.043300/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS
Peak Energy Savings Credit	Refer to Rider “DP”	

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production. For applicability of the Peak Energy Savings Credit, refer to the Rider DP.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	<u>MONTHLY CHARGES AND RATES</u>	
	SUMMER	WINTER
	Billing Months June Through September	Billing Months October Through May
<b><u>SMALL GENERAL SERVICE – SECONDARY NON-DEMAND “SGS-ND”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$18.77	\$18.77
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge	\$0.065649/kWh	\$0.065649/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh

EDIT Sur Credits

Refer to Rider “EDIT”

**Supply Service Charges:**

Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary	\$0.072813/kWh	\$0.076163/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

**SEPARATELY METERED SPACE HEATING SECONDARY SERVICE “SGS-ND” and “MGS-S”**

<b><u>Delivery Service Charges:</u></b>	Closed to new Customers	Closed to new Customers
Minimum Charge	\$7.15	\$7.15
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge	\$0.029102/kWh	\$0.029102/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Fund	\$0.000095/kWh	\$0.000095/kWh

EDIT Sur Credits

Refer to Rider “EDIT”

**Supply Service Charges:**

Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service(Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary	\$0.073896/kWh	\$0.077387/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	<u>SUMMER Billing Months June Through September</u>	<u>WINTER Billing Months October Through May</u>
<b><u>SEPARATELY METERED WATER HEATING SECONDARY SERVICE “SGS-ND” and “MGS-S”</u></b>		
<b><u>Delivery Service Charges:</u></b>	Closed to new Customers	Closed to new Customers
Minimum Charge	\$7.15	\$7.15
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge	\$0.030161/kWh	\$0.030161/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service(Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary	\$0.071251/kWh	\$0.074397/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER	WINTER
	Billing Months June Through September	Billing Months October Through May
<b><u>MEDIUM GENERAL SERVICE – SECONDARY “MGS-S”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$75.02	\$75.02
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
Demand Rate	\$7.8256/kW	\$7.8256/kW
Energy Rate	\$0.00000/kWh	\$0.00000/kWh
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
<b><u>Supply Service Charges:</u></b>		
Transmission Service Charge	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
Demand Rate	\$12.544735/kW	\$8.004520/kW
Energy Rate	\$0.045441/kWh	\$0.055828/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS
<b><u>OFF-PEAK SERVICE – SECONDARY “MGS-S”</u></b>		
Same Charges and Rates as MGS-S		
Plus an Additional Charge	\$8.99	\$8.99
<b><u>OUTDOOR RECREATIONAL LIGHTING SERVICE - SECONDARY “ORL”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$23.64	\$23.64
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
Green Energy Fund	\$0.043146/kWh	\$0.043146/kWh
Low-Income Charge	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider “EDIT”	
<b><u>Supply Service Charges:</u></b>		
Transmission Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service(Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary	\$0.068227/kWh	\$0.070979/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production.

Filed December 5, 2023

Effective with Usage On and After January 1, 2024

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER	WINTER
	Billing Months <u>June Through September</u>	Billing Months <u>October Through May</u>

**LARGE GENERAL SERVICE – SECONDARY “LGS-S”****Delivery Service Charges:**

Customer Charge	\$244.46	\$244.46
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
Demand Rate	\$7.5391/kW	\$7.5391/kW
On-Peak Rate	\$0.000000/kWh	\$0.000000/kWh
Off-Peak Rate	\$0.000000/kWh	\$0.000000/kWh
Power Factor Charge or Credit	\$0.030000/kW	\$0.030000/kW
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
RARM (eligible HPS Customers Only)		
Capacity PLC < 600 KW	\$150 per month plus \$0.071232 per kW of Capacity PLC	
Capacity PLC >= 600 KW	\$569.90 per month	
EDIT Sur Credits	Refer to Rider “EDIT”	

**Supply Service Charges:**

Transmission Demand Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
Demand Rate	\$15.219720/kW	\$11.068956/kW
On-Peak Rate	\$0.070065/kWh	\$0.082778/kWh
Off-Peak Rate	\$0.052783/kWh	\$0.061653/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS
Or		
Hourly Priced Service:	Refer to Rider HPS	Refer to Rider HPS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment. Customers required to be served under HPS, refer to Rider HPS.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
<b><u>GENERAL SERVICE - PRIMARY "GS-P"</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$818.21	\$818.21
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Charge		
Demand Rate	\$6.1523/kW	\$6.1523/kW
Power Factor Charge or Credit	\$0.030000/kW	\$0.030000/kW
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
RARM (eligible HPS Customers Only)		
Capacity PLC < 600 kW	\$150 per month plus \$0.071232 per kW of Capacity PLC	
Capacity PLC >= 600 kW	\$569.90 per month	
EDIT Sur Credits	Refer to Rider "EDIT"	
<b><u>Supply Service Charges:</u></b>		
Transmission Demand Rate	Refer to Rider SOS	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):		
Supply Capacity, Energy and Ancillary		
Demand Rate	\$16.280358/kW	\$11.845301/kW
On-Peak Rate	\$0.076091/kWh	\$0.089409/kWh
Off-Peak Rate	\$0.062447/kWh	\$0.073031/kWh
Procurement Cost Adjustment	Refer to Rider SOS	Refer to Rider SOS
Or		
Hourly Priced Service:	Refer to Rider HPS	Refer to Rider HPS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.  
For applicability of Utility Facility Relocation Charge refer to Rider UFRC.  
For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment. For Customers electing or required to be served under HPS, refer to Rider HPS.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification "QFCP-RC" Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
<b><u>GENERAL SERVICE – TRANSMISSION “GS-T”</u></b>		
<b><u>Delivery Service Charges:</u></b>		
Customer Charge	\$5,503.75	\$5,503.75
Renewable Portfolio Standard Charge	\$0.004872/kWh	\$0.004872/kWh
Distribution Demand Charge		
Demand Rate	\$0.0801/kW	\$0.0801/kW
Power Factor Charge or Credit	\$0.030000/kW	\$0.030000/kW
Green Energy Fund	\$0.000356/kWh	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh	\$0.000095/kWh
RARM		
Capacity PLC < 600 kW	\$400 per month plus \$0.071232 per kW of Capacity PLC	
Capacity PLC >= 600 kW	\$819.90 per month	
EDIT Sur Credits	Refer to Rider “EDIT”	
<b><u>Supply Service Charges:</u></b>		
Hourly Priced Service	Refer to Rider HPS	Refer to Rider HPS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Supply Service Charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification “QFCP-RC” Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES

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MONTHLY CHARGES AND RATES

<u>SERVICE CLASSIFICATION</u>	SUMMER Billing Months <u>June Through September</u>	WINTER Billing Months <u>October Through May</u>
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COGENERATION AND SMALL PRODUCTION "X"

Refer to the "X" tariff

Refer to the "X" tariff

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated.

In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax.

MONTHLY CHARGES AND RATES

## SERVICE CLASSIFICATION

**OUTDOOR LIGHTING RATE - "OL" - SERVICE CLASSIFICATION**

Unless otherwise stated on this tariff leaf, all rates below shall be applied to the total kWh Usage for the billing month.

<u>SERVICE CLASSIFICATION</u>	Billing Months January through December
<b><u>Outdoor Lighting</u></b>	
<b><u>Delivery Service Charges:</u></b>	
Renewable Portfolio Standard Charge	\$0.004872/kWh
Distribution Charge	Refer to Leaf No. 51
Green Energy Fund	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider "EDIT"
<b><u>Supply Service Charges:</u></b>	
Transmission Rate	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):	
Supply, Capacity, Energy & Ancillary	\$0.050777/kWh
Procurement Cost Adjustment	Refer to Rider SOS
<b><u>Traffic and Pedestrian Signals</u></b>	
<b><u>Delivery Service Charges:</u></b>	
Renewable Portfolio Standard Charge	\$0.004872/kWh
Distribution Charge	Refer to Leaf No. 51
Green Energy Fund	\$0.000356/kWh
Low-Income Charge	\$0.000095/kWh
EDIT Sur Credits	Refer to Rider "EDIT"
<b><u>Supply Service Charges:</u></b>	
Transmission Rate	Refer to Rider SOS
Standard Offer Service (Refer to Rider SOS):	
Supply, Capacity, Energy & Ancillary	\$0.050777/kWh
Procurement Cost Adjustment	Refer to Rider SOS

City of Wilmington Local Franchise Tax: 2% Charged on all Delivery and Supply Services, in the City of Wilmington.

For applicability of Utility Facility Relocation Charge refer to Rider UFRC.

For applicability of Distribution System Improvement Charge refer to Rider DSIC.

Total Supply Service price is the sum of Standard Offer Service, Transmission and Procurement Cost Adjustment.

Note: The above Delivery Service charges apply when the Customer has an Electric Supplier, other than the Company, as its energy provider. The above Delivery and Standard Offer Service with Transmission Service charges apply when the Customer has the Company as its energy provider. For billing format purposes, the Delivery Service, Transmission Service and Standard Offer Service charges may be separately stated. In addition to the charges and rates stated above, the Delaware State Public Utilities Tax of 4.25% shall apply to all applicable services, rendered hereunder, unless pursuant to Title 30 Chapter 55 the Customer is eligible for a different tax rate or is exempt from such tax. For additional applicable charges, refer to the Service Classification "QFCP-RC" Qualified Fuel Cell Project – Renewable Capable Power Production.

MONTHLY CHARGES AND RATES - (Continued)SERVICE CLASSIFICATIONOUTDOOR LIGHTING "OL" – DELIVERY SERVICE MONTHLY RATE

Service Category (As defined under OL Service)	<u>A</u> Existing Pole	<u>B</u> Metal Hi-Pole (Closed)	<u>C</u> Metal Lo-Pole (Closed)	<u>D</u> Cust. Owned Lamp & Energy	<u>E</u> Cust. Owned (Energy Only)	Est. Mo. Avg. kWh
<u>Incandescent</u>						<i>Not available after January 1, 1972</i>
1,000L (103W)	\$7.86	-	-	-	-	35
2,500L (202W)	\$12.40	-	-	-	-	69
<u>Mercury Vapor (Open Bottom Luminaire with 2-1/2 ft. Bracket)</u>						<i>Not available after May 1, 2006</i>
8,600L (175W)	\$9.98	-	-	-	-	70
<u>Mercury Vapor (Enclosed Luminaire with Bracket)</u>						<i>Not Available After June 1, 1993</i>
4,200L (100W)	\$9.13	\$18.41	-	-	\$2.13	46
8,600L (175W)	\$11.67	\$21.02	\$20.02	\$8.25	\$3.27	70
12,100L (250W)	\$14.93	\$24.21	-	\$10.77	\$4.62	99
22,500L (400W)	\$18.80	\$28.11	-	\$10.77	\$7.22	155
63,000L (1000W)	\$28.02	-	-	-	-	374
<u>High Pressure Sodium (Open Bottom Luminaire with 2-1/2 ft. Bracket)</u>						<i>Not Available After TBD</i>
5,800L (70W)	\$9.64	-	-	-	-	36
9,500L (100W)	\$10.23	-	-	-	-	49
<u>High Pressure Sodium (Enclosed Luminaire with Bracket)</u>						<i>Not Available After TBD</i>
4,000L (50W)	\$10.14	-	-	-	\$0.94	21
5,800L (70W)	\$11.48	-	-	\$5.50	\$1.62	36
9,500L (100W)	\$12.12	-	-	\$8.15	\$3.23	49
16,000L (150W)	\$13.42	-	-	\$6.79	\$3.23	69
22,000L (200W)	-	-	-	-	\$4.06	87
25,000L (250W)	\$20.75	\$29.99	-	\$14.43	\$5.05	109
37,000L (310W)	-	-	-	-	\$6.03	130
50,000L (400W)	\$24.54	\$33.77	-	\$17.70	\$7.60	164
130,000L (1000W)	-	-	-	-	\$17.52	378
<u>Metal Halide (Enclosed Luminaire with Bracket)</u>						<i>Not Available After TBD</i>
34,000L (400W)	\$23.21	-	-	-	\$7.22	155
<u>Fluorescent Directional Signs</u>						<i>Not Available After May 1, 2006</i>
6 Ft. (60W) and 8 Ft. (80W)	-	-	-	-	\$3.51	76
<u>Traffic and Pedestrian Signals</u>						
0 - 40 Watt	-	-	-	-	\$0.25	6
41 - 80 Watt	-	-	-	-	\$0.76	18
81 - 120 Watt	-	-	-	-	\$1.27	30
121 - 160 Watt	-	-	-	-	\$1.64	38
161 - 200 Watt	-	-	-	-	\$1.87	44

MONTHLY CHARGES AND RATES - (Continued)SERVICE CLASSIFICATIONOUTDOOR LIGHTING "OL" – DELIVERY SERVICE MONTHLY RATE

Service Category (As defined under OL Service)	<u>A</u> Existing Pole	<u>B</u> Metal Hi-Pole (Closed)	<u>C</u> Metal Lo-Pole (Closed)	<u>D</u> Cust. Owned Lamp & Energy	<u>E</u> Cust. Owned (Energy Only)	Est. Mo. Avg. kWh
<u>Light Emitting Diode</u>						
<u>Cobra Head</u>						
50W	\$10.90			\$10.83	\$3.32	8
70W	\$11.32			\$11.24	\$3.32	15
100W	\$11.65			\$11.57	\$3.32	19
150W	\$12.40			\$12.32	\$3.32	30
250W	\$14.32			\$14.24	\$3.32	38
400W	\$14.24				\$3.32	63
<u>Tear Drop</u>						
100W	\$25.13			\$25.05	\$3.32	19
150W	\$26.59			\$26.51	\$3.32	30
<u>Decorative</u>						
70W	\$23.39				\$3.32	21
100W	\$23.39				\$3.32	28
150W	\$23.30			\$23.22	\$3.32	30
<u>Colonial Post Top</u>						
70W	\$15.81			\$15.74	\$3.32	15
100W	\$16.41			\$16.33	\$3.32	19
<u>Shoe Box</u>						
100W	\$12.91			\$12.84	\$3.32	19
150W	\$14.18			\$14.09	\$3.32	30
250W	\$14.85			\$14.76	\$3.32	38
<u>Mongoose</u>						
250W	\$18.56				\$3.32	45
400W	\$20.99				\$3.32	62
<u>Dusk to Dawn</u>						
70W	\$14.84				\$3.32	14
100W	\$14.96				\$3.32	17
<u>Flood</u>						
150W	\$17.12				\$3.32	27
250W	\$17.57				\$3.32	41
400W	\$19.73				\$3.32	52
1000W	\$21.14				\$3.32	90

MONTHLY CHARGES AND RATES - (Continued)SERVICE CLASSIFICATIONOUTDOOR LIGHTING “OL” – OPTIONAL EQUIPMENT MONTHLY RATE

For service provided under the "Company Owned Equipment" Service Category, the Additional Monthly charge listed below shall be applicable, in addition to the above applicable OL Monthly Charges, for the respective non-standard optional equipment requested by and used to serve the Customer:

	<u>Additional Monthly Charge</u>
1. Ornamental, Decorative or Floodlighting Luminaires (This amount to be added to Service Category "A")	\$5.19
2. Poles	
A. Wood 25 ft. to 40 ft.	\$9.31
B. Fiberglass or Aluminum, less than 25 ft.	\$9.32
C. Fiberglass 25 ft. to 40 ft.	\$16.57
D. Aluminum, Non-Breakaway, 25 ft. to 40 ft.	\$24.85
E. Aluminum, Breakaway, 30 ft. to 45 ft.	\$31.96
F. Metal Pole 25 ft. to 40 ft. (Included in Service Category B) (Not available after January 1, 1984)	\$9.29
G. Stainless Steel Pole 25 ft. to 40 ft. (Not available after June 1, 1984) (This amount to be added to Service Category "A")	\$24.86
3. Turn of Century Luminaire, including pole. (This amount to be added to Service Category "A") (Enclosed Luminaire with Bracket)	
A. Style A	\$27.01
B. Style V	\$18.65

## SERVICE CLASSIFICATION "R"

RESIDENTIAL RATE

## A. Availability

This rate applies throughout the territory served by the Company in the State of Delaware and is available to a Customer desiring service for household and other related uses in a single private dwelling or dwelling unit, farmstead or estate and pertinent detached buildings.

## B. Contract Term

Residential contracts are on a month-to-month basis until terminated.

## C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 39.

## D. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days month for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer. A Customer who has purchased Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

## E. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

## SERVICE CLASSIFICATION "R"

RESIDENTIAL RATE - (Continued)

## F. Space Heating Service

If the Customer has permanently installed electric space-heating equipment, which:

1. Is the primary heating source for the space in which it is installed, and
2. Is adequate, under the Company's standard calculating procedures, to heat such space under normal design temperatures, and
3. Is installed in areas having a total heat loss of not less than five kilowatts (5kW), as calculated under the Company's standard calculating procedures, and
4. Consists of one of the following systems:
  - a. Electric resistance heating; or
  - b. Electric heat pumps.

Then the monthly charges and rates for Residential Space Heating as shown on Tariff Leaf No. 40 shall apply.

## G. Primary Discount

This provision is closed to new Customers and to changes in existing service for existing Customers.

Where service is supplied and metered at primary voltage and the Customer owns and maintains all transforming, switching, and protective equipment, the monthly bill as calculated in accordance with the standard rate table will be decreased by five percent (5%) before the application of any applicable supply charges under Standard Offer Service for the combined Electric Supply & Delivery Service and any tax imposed by governmental authority upon the Company sales.

## H. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

## I. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

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## SERVICE CLASSIFICATION "R-TOU-ND"

OPTIONAL RESIDENTIAL TIME OF USE NON DEMAND METERED RATE

## A. Availability

This rate is available, subject to meter availability and installation, for household and other related uses in a single private dwelling or dwelling unit to the first 5,000 Customers requesting service under this schedule:

1. Whose present facilities will accommodate a multi-register socket-type meter and where sufficient space exists for the installation of the meter, or
2. Who will make the necessary modifications, at their own expense, to permit the installation of the multi-register socket-type meter.
3. Who agree in writing to remain on this schedule for a minimum of one (1) year.

## B. Contract Term

Written contracts will be required for all Customers receiving service under this Service Classification. The contract will be for an initial term of one (1) year with automatic month-to-month extensions until terminated.

## C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 41.

## D. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer. A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

## E. Peak Hours

On-peak hours are 9:00 a.m. to 8:00 p.m. during periods of the year when Eastern Standard Time is in effect, and 10:00 a.m. to 9:00 p.m. when Eastern Daylight Savings Time is in effect, Monday through Friday, including holidays falling on weekdays. All other hours are off-peak hours.

## F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

SERVICE CLASSIFICATION "R-TOU-ND"

OPTIONAL RESIDENTIAL TIME OF USE NON DEMAND METERED RATE - (Continued)

G. Primary Discount

This provision is closed to new Customers and to changes in existing service for existing Customers.

Where service is supplied and metered at primary voltage and the Customer owns and maintains all transforming, switching, and protective equipment, the monthly bill as calculated in accordance with the standard rate table will be decreased by five percent (5%) before the application of any applicable supply charges under Standard Offer Service for the combined Electric Supply & Delivery Service and any tax imposed by governmental authority upon the Company sales.

H. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

I. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

SERVICE CLASSIFICATION “PIV”

PLUG-IN VEHICLE CHARGING

A. Availability

This rate applies throughout the territory served by the Company in the State of Delaware and is applicable to a Customer that receives separately metered electric service used solely for Plug-in Vehicle (“PIV”) battery charging purposes in non-multi-dwelling unit premises where other electric requirements are furnished under Service Classification “R”. Net Energy Metering Customers are eligible for this Service Classification “PIV”. Participants in this service classification will be solely responsible for any and all costs for and associated with the purchase and installation of the second meter.

The customer agrees to allow the Company to maintain necessary equipment (if applicable) to monitor and/or manage the PIV load.

B. Contract Term

Service Classification “PIV” contracts are on a month-to-month basis until terminated.

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 42.

SERVICE CLASSIFICATION “PIV”

PLUG-IN VEHICLE CHARGING – (Continued)

D. Standard Offer Service

Customers in this service classification shall receive electric supply service from the Company under the provisions of Rate Schedule “PIV”

E. Peak Hours

On-peak hours are from 12:00 p.m. to 8:00 p.m. Monday through Friday including holidays falling on weekdays. All other hours are off-peak.

F. Renewable Adder Option

A customer may elect to receive green power under the Rider PIV-Green.

G. Supply Capacity Requirement

Should additional service capacity be required for the “off-peak” service, in excess of that provided for regular service, the customer will pay to the Company an amount equal to the estimated cost of additional facilities. Such payment must be made prior to the commencement of service under this schedule.

H. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

I. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

## SERVICE CLASSIFICATION "SGS-ND"

SMALL GENERAL SERVICE-NON DEMAND RATE

## A. Availability

This rate is available to any Customer having a maximum monthly usage of less than 3,500 kWh and desiring service at secondary voltage as defined in Section XI-I of the Rules and Regulations. Any Customer taking service under this service classification whose kWh usage for any 2 consecutive billing months is equal to or exceeds 3,500 kWh shall be automatically transferred to Service Classification "MGS-S", billing on and after the date the Customer became subject to Service Classification "MGS-S" effective with the next succeeding billing month. Any Customer so transferred shall remain on "MGS-S" for at least 12 billing months, even though the Customer's monthly usage in succeeding billing months may be less than 3,500 kWh.

## B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary.

## C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 43.

## D. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer. A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

## E. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

## F. Water Heating

This provision is closed to new Customers and to changes in existing service for existing Customers.

## SERVICE CLASSIFICATION "SGS-ND"

SMALL GENERAL SERVICE - NON DEMAND RATE - (Continued)

## F. Water Heating - (Continued)

At the Customer's option, service for water heating will be rendered on a separate circuit and separately metered and billed at the Monthly Charges and Rates as shown on Tariff Leaf No. 43. The total connected load of this circuit shall be limited to one hundred watts (100 W) per gallon of tank size or six thousand watts (6,000 W); whichever is larger. Water heating installations shall be subject to Company's approval and be open to Company inspection at all reasonable times.

## G. Space Heating

This provision is closed to new Customers and to changes in existing service for existing Customers.

When a Customer has permanently installed electric space heating equipment which:

1. Is the primary heating source for the space in which it is installed, and
2. Is adequate, under the Company's standard calculating procedures, to heat such space under normal design temperatures, and
3. Is installed in areas having a total heat loss of not less than five kilowatts (5 kW), as calculated under the Company's standard calculating procedures, and
4. Constitutes at least one-third (1/3) of the demand during the heating season,

Then the Customer may elect to have such heating services rendered on a separate circuit and separately metered. A Customer may also include water heating equipment in such separate circuit; and, in addition, equipment for cooling the air exclusively in the same space heated through the separate circuit, subject to Company approval.

Service for the separate circuit shall be billed at the monthly charges and rates as shown on Tariff Leaf No. 43.

## H. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

## I. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

## J. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

SERVICE CLASSIFICATION "MGS-S"  
MEDIUM GENERAL SERVICE - SECONDARY RATE

A. Availability

This rate is available to any Customer having monthly usage of more than 3,500 kWh for 2 consecutive months and a summer maximum measured demand of less than 300 kW and desiring service at secondary voltage as defined in Section XI-I of the Rules and Regulations. Any Customer taking service under this service classification whose measured demand in any of the summer billing months of June through September is equal to or exceeds 300 kW shall be automatically transferred to Service Classification "LGS-S", effective with billing on and after the date the Customer became subject to Service Classification "LGS-S", effective with the next succeeding billing month. Any Customer served under Service Classification "MGS-S" shall remain on "MGS-S" for at least 12 billing months. Once a Customer has 12 billing months without any 2 consecutive months exceeding 3,500 kWh, that Customer shall be automatically transferred to Service Classification "SGS-ND", effective with billing on and after the date the Customer became subject to Service Classification "SGS-ND." effective with the next succeeding billing month.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary.

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 44.

D. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

E. Measured Demand

1. The measured demand shall be the greatest demand established by the Customer during any fifteen (15) minute period of the month as measured by demand meter, taken to the nearest whole kilowatt, but not less than one (1) kW in any month when kilowatt-hour usage is greater than zero, except as modified by paragraphs 2 or 3.
2. When a Customer has contracted for off-peak service, the measured demand shall be the greatest demand during a fifteen (15) minute interval of the month which occurs during on-peak hours, taken to the nearest whole kilowatt, but not less than one (1) kW in any month when kilowatt-hour usage is greater than zero.
3. For demands of less than twenty kilowatts (20 kW), the demand of a Customer may be determined, at the option of the Company, by measurement, by assessment after test, or by estimation. When a Customer's demand is estimated it shall be the kilowatts resulting from dividing the kilowatt-hours of energy used during the month by one hundred and seventy-five (175) hours, except that no demand will be estimated at more than twenty kilowatts (20 kW) nor less than one (1) kW. The Company, on request of a Customer whose demand is so estimated, will test measure the demand, and thereafter will either assess a demand of not less than one (1) kW based on the test measurements or install a demand meter where the Customer's use of energy exceeds one hundred seventy-five (175) hours use of its demand.

## SERVICE CLASSIFICATION "MGS-S"

MEDIUM GENERAL SERVICE - SECONDARY RATE - (Continued)

## F. Off-Peak Service

On-peak hours are 6:00 a.m. to 10:00 p.m. during periods of the year when Eastern Standard Time is in effect, and 9:00 a.m. to 10:00 p.m. when Eastern Daylight Savings Time is in effect, Monday through Friday, including holidays falling on weekdays. All other hours are off-peak hours.

The availability of Off-Peak Service is subject to agreement in writing between the Company and the Customer. There shall be an additional charge per month for such service as shown on Tariff Leaf No. 44. The Company reserves the right to restrict the amount of off-peak power available to any individual Customer and to restrict the total amount of off-peak power available on its system.

## G. Billing Demand

The billing demand for each billing month shall be the maximum measured demand as created during that month.

## H. Minimum Charge

The minimum monthly charge shall be the Customer charge.

## I. Water Heating

This provision is closed to new Customers and to changes in existing service for existing Customers.

At the Customer's option, service for water heating will be rendered on a separate circuit and separately metered and billed at the monthly charges and rates as shown on Tariff Leaf No. 43. The total connected load of this circuit shall be limited to one hundred watts (100 W) per gallon of tank size or six thousand watts (6,000 W); whichever is larger. Water heating installations shall be subject to Company's approval and be open to Company inspection at all reasonable times.

## J. Space Heating

Option A: When a Customer has permanently installed electric space heating equipment which:

1. Is the primary heating source for the space in which it is installed, and
2. Is adequate, under the Company's standard calculating procedures, to heat such space under normal design temperatures, and
3. Is installed in areas having a total heat loss of not less than five kilowatts (5 kW), as calculated under the Company's standard calculating procedures, and
4. Constitutes at least one-third (1/3) of the demand during the heating season, and
5. Consists of one of the following systems:
  - a. Electric resistance heating, or
  - b. Electric heat pumps.

## SERVICE CLASSIFICATION "MGS-S"

MEDIUM GENERAL SERVICE - SECONDARY RATE - (Continued)

## J. Space Heating (Continued)

Then, during the billing months of October through May, the billing demand, as initially calculated, will be reduced by seventy-five percent (75%) of its excess, if any, over the greatest billing demand of the preceding billing months of June through September. The Company will enter an estimated maximum summer demand into the record of a Customer who establishes service at such a time as not to have an actual record of the previous summer's demands..

Option B: This provision is closed to new Customers and to changes in existing service for existing Customers.

When a Customer has permanently installed electric space heating equipment, which meets the requirements of 1, 2, 3, and 4 under Option A, the Customer may elect to have such heating services rendered on a separate circuit and separately metered. A Customer may also include water heating equipment in such separate circuit; and, in addition, equipment for cooling the air exclusively in the same space heated through the separate circuit, subject to Company approval.

Service for the separate circuit shall be billed at the monthly charges and rates as shown on Tariff Leaf No. 43.

## K. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

## L. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

## M. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington

## SERVICE CLASSIFICATION "LGS-S"

LARGE GENERAL SERVICE - SECONDARY RATE

## A. Availability

This rate is available to any Customer having a summer maximum measured demand of 300 kW or greater and desiring service at secondary voltage as defined in Section XI-I of the Rules and Regulations. Any Customer served under this service classification shall remain on this classification for at least 12 billing months, even though such Customer's maximum measured demand in succeeding summer months may be less than 300 kW. Once a Customer has not had a summer maximum measured demand of 300 kW or greater within the most recent 12 billing months, that Customer shall be automatically transferred to Service Classification "MGS-S", effective with billing on and after the date the Customer became subject to Service Classification "MGS-S." effective with the next succeeding billing month.

## B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary or for demands greater than one thousand kilowatts (1,000 kW).

## C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 45.

## D. Standard Offer Service and Hourly Priced Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service or Hourly Priced Service until its next enrollment with an Electric Supplier.

## E. Measured Demand

The measured demand shall be the greater of the maximum demand established by the Customer during any sixty (60) minute period of the month during on-peak hours as measured by demand meter, taken to the nearest whole kilowatt or one-third (1/3) of the maximum demand established during any sixty (60) minute period of the month during the off-peak hours, taken to the nearest whole kilowatt.

## SERVICE CLASSIFICATION "LGS-S"

LARGE GENERAL SERVICE - SECONDARY RATE - (Continued)

## F. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification. For Customers having a maximum demand of 300kW or greater, a meter recording device will normally be provided by the Company. Such a meter recording device does not normally include an electronic communication link to remotely access the metered data. At the Company's sole discretion, an electronic communication link may be used to remotely access the metered data.

## G. Peak Hours

On-peak hours are 6:00 a.m. to 10:00 p.m. during periods of the year when Eastern Standard Time is in effect, and 9:00 a.m. to 10:00 p.m. when Eastern Daylight Savings Time is in effect, Monday through Friday, including holidays falling on weekdays. All other hours are off-peak hours.

## H. Power Factor

When the measured demand is 300 kW or more for the current month or any of the previous eleven (11) months, the average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the Company ratcheted to prevent reverse registration. Ninety percent (90%) lagging shall be considered to be the base power factor.

If the average power factor is determined to be below ninety percent (90%) for any given month, an additional charge of \$0.03 per kilowatt of measured demand for every whole percent less than ninety percent (90%) will be added to the monthly bill. If the average power factor is determined to be between ninety percent (90%) and one hundred percent (100%) for any month, a credit of \$0.03 per kilowatt of measured demand for every whole percent above ninety percent (90%) will be added to the monthly bill.

## I. Billing Demand

The billing demand for each of the summer billing months of June through September shall be the measured demand as defined in Section E above. The billing demand for each of the ensuing winter billing months of October through May shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the average of the billing demands for the most recent summer billing months of June through September.

For Customers first taking service during the October to May winter period, the billing demand for each month shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the estimated average monthly billing demand for the June through September summer billing months. This provision shall only apply during the Customer's initial October to May winter period.

## J. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

SERVICE CLASSIFICATION "LGS-S"

LARGE GENERAL SERVICE - SECONDARY RATE - (Continued)

K. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

L. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

M. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington

SERVICE CLASSIFICATION "GS-P"  
GENERAL SERVICE - PRIMARY RATE

A. Availability

This rate is available to any Customer desiring service at primary voltage as defined in Section XI-I of the Rules and Regulations, and who owns and maintains the required transforming, switching and protection equipment. This rate is not available to any Customer to provide standby capacity for Customer-owned baseload generation. This rate is not available to Residential Customers. This rate shall also be applied with respect to any Customer served at transmission voltage as defined in Section XI-I of the Rules and Regulations if the Customer's peak load contribution, as determined each year by the PJM Interconnection, LLC, or a successor entity, is below 400 kW.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary or for demands greater than one thousand kilowatts (1,000 kW).

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 46.

D. Standard Offer Service and Hourly Priced Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service or Hourly Priced Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service or Hourly Priced Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service or Hourly Priced Service until its next enrollment with an Electric Supplier.

E. Measured Demand

The measured demand shall be the greater of the maximum demand established by the Customer during any sixty (60) minute period of the month during on-peak hours as measured by demand meter, taken to the nearest whole kilowatt or one-third (1/3) of the maximum demand established during any sixty (60) minute period of the month during the off-peak hours, taken to the nearest whole kilowatt.

## SERVICE CLASSIFICATION "GS-P"

GENERAL SERVICE - PRIMARY RATE - (Continued)

## F. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification. For Customers having a maximum demand of 300kW or greater, a meter recording device will normally be provided by the Company. Such a meter recording device does not normally include an electronic communication link to remotely access the metered data. At the Company's sole discretion, an electronic communication link may be used to remotely access the metered data.

## G. Peak Hours

On-peak hours are 6:00 a.m. to 10:00 p.m. during periods of the year when Eastern Standard Time is in effect, and 9:00 a.m. to 10:00 p.m. when Eastern Daylight Savings Time is in effect, Monday through Friday, including holidays falling on weekdays. All other hours are off-peak hours.

## H. Power Factor

When the measured demand is 300 kW or more for the current month or any of the previous eleven (11) months, the average power factor of the Customer's installation, expressed in the nearest whole percent, shall be determined by metering installed by the Company ratcheted to prevent reverse registration. Ninety percent (90%) lagging shall be considered to be the base power factor.

If the average power factor is determined to be below ninety percent (90%) for any given month, an additional charge of \$0.03 per kilowatt of measured demand for every whole percent less than ninety percent (90%) will be added to the monthly bill. If the average power factor is determined to be between ninety percent (90%) and one hundred percent (100%) for any month, a credit of \$0.03 per kilowatt of measured demand for every whole percent above ninety percent (90%) will be added to the monthly bill.

## I. Billing Demand

The billing demand for each of the summer billing months of June through September shall be the measured demand as defined in Section E above. The billing demand for each of the ensuing winter billing months of October through May shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the average of the billing demands for the most recent summer billing months of June through September.

For Customers first taking service during the October to May winter period, the billing demand for each month shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the estimated average monthly billing demand for the June through September summer billing months. This provision shall only apply during the Customer's initial October to May winter period.

## J. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

SERVICE CLASSIFICATION "GS-P"

GENERAL SERVICE - PRIMARY RATE - (Continued)

K. Alternate Customer Charge

In lieu of Monthly Customer Charge specified in Paragraph C, a \$180.44 Monthly Customer Charge shall apply in the situation identified in Order Nos. 3409, PSC Docket No. 91-20. This provision is closed to new Customers and to changes in existing service to existing Customers.

L. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

M. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

N. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

## SERVICE CLASSIFICATION "GS-T"

GENERAL SERVICE - TRANSMISSION RATE

## A. Availability

This rate is available to any Customer desiring service at transmission voltage as defined in Section XI-I of the Rules and Regulations, and who owns and maintains the required transforming, switching and protection equipment. This rate is not available to any Customer to provide standby capacity for Customer-owned baseload generation. This GS-T rate shall not apply and the GS-P rate shall apply, however, to a Customer otherwise qualifying for service under this GS-T service classification if the Customer's maximum demand as measured by a demand meter during any 60 minute period of the month is below 400 kW.

## B. Contract Term

Contracts are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary or for demands greater than one thousand kilowatts (1,000 kW).

## C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Leaf No. 47.

## D. Hourly Priced Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service or Hourly Priced Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with deliveries to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the Electric Supplier and shall provide its combined Electric Supply & Delivery Service including Hourly Priced Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service or Hourly Priced Service until its next enrollment with an Electric Supplier.

## E. Measured Demand

The measured demand shall be the greater of the maximum demand established by the Customer during any sixty (60) minute period of the month during on-peak hours as measured by demand meter, taken to the nearest whole kilowatt or one-third (1/3) of the maximum demand established during any sixty (60) minute period of the month during the off-peak hours, taken to the nearest whole kilowatt.

## SERVICE CLASSIFICATION "GS-T"

GENERAL SERVICE - TRANSMISSION RATE - (Continued)

## F. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification. For Customers having a maximum demand of 300kW or greater, a meter recording device will normally be provided by the Company. Such a meter recording device does not normally include an electronic communication link to remotely access the metered data. At the Company's sole discretion, an electronic communication link may be used to remotely access the metered data.

## G. Peak Hours

On-peak hours are 6:00 a.m. to 10:00 p.m. during periods of the year when Eastern Standard Time is in effect, and 9:00 a.m. to 10:00 p.m. when Eastern Daylight Savings Time is in effect, Monday through Friday, including holidays falling on weekdays. All other hours are off-peak hours.

## H. Power Factor

When the measured demand is 300 kW or more for the current month or any of the previous eleven (11) months, the average power factor of the Customer's installation, expressed to the nearest whole percent, shall be determined by metering installed by the Company ratcheted to prevent reverse registration. Ninety percent (90%) lagging shall be considered to be the base power factor.

If the average power factor is determined to be below ninety percent (90%) for any given month, an additional charge of \$0.03 per kilowatt of measured demand for every whole percent less than ninety percent (90%) will be added to the monthly bill. If the average power factor is determined to be between ninety percent (90%) and one hundred percent (100%) for any month, a credit of \$0.03 per kilowatt of measured demand for every whole percent above ninety percent (90%) will be added to the monthly bill.

## I. Billing Demand

The billing demand for each of the summer billing months of June through September shall be the measured demand as defined in Section E above. The billing demand for each of the ensuing winter billing months of October through May shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the average of the billing demands for the most recent summer billing months of June through September.

For a Customer first taking service during the October to May winter period, the billing demand for each month shall be 25% of the measured demand for that month as defined in Section E above, plus 75% of the estimated average monthly billing demand for the June through September summer billing months. This provision shall only apply during the Customer's initial October to May winter period.

## J. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

SERVICE CLASSIFICATION "GS-T"

GENERAL SERVICE - TRANSMISSION RATE - (Continued)

K. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

L. Rules and Regulations

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

M. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

## SERVICE CLASSIFICATION “QFCP-RC”

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

## A. Availability

This Service Classification, in compliance with the Delaware Fuel Cell Amendments is available throughout the territory served by the Company in the State of Delaware and is applicable to Qualified Fuel Cell Provider Projects in which the Company participates with a QFCP Generator. In order for a QFCP Generator to be eligible to provide service pursuant to this Service Classification QFCP-RC, the QFCP Generator (1) prior to commencing service, must cause the Qualified Fuel Cell Provider, whose Energy Servers are to be used by the QFCP Generator, to be designated by an agency of the State of Delaware as an “economic development opportunity” within the meaning of the Delaware Fuel Cell Amendments; (2) must receive gas delivery service under Company’s Service Classification LVG-QFCP-RC; and (3) must otherwise meet the requirements of this Service Classification QFCP-RC. Service under this Service Classification QFCP-RC is limited to a Facility nominal nameplate rating of no more than 30 MWs, not to exceed 691.2 Megawatt Hours per day averaged on an annual calendar year basis. The Service Classification QFCP-RC Charge included in this Service Classification is applicable to customers receiving service under Electric Service Classifications “R”, “R-TOU-ND”, “PIV”, “SGS-ND”, “MGS-S”, “LGS”, “GS-P”, “GS-T”, “ORL”, “OL-PL” and “OL-SL.” A QFCP Generator seeking service under this Service Classification “QFCP-RC” shall submit to the Company a Service Application.

Service Classification “QFCP-RC” may not be modified, amended, or repealed without the agreement of both the QFCP Generator and the Company.

## B. Commencement of Service

Service under this Service Classification shall commence on the Initial Delivery Date and extend through the Services Term. The Initial Delivery Date under this Service Classification shall occur upon the satisfaction of each of the following conditions precedent but no later than the Guaranteed Initial Delivery Date:

The Facility Commercial Operation Date shall have occurred or will occur simultaneously with the Initial Delivery Date;

QFCP Generator or one of its Affiliates shall have obtained (and demonstrated possession of) all Permits required for the lawful operation of the Facility and for QFCP Generator to perform its obligations under this Service Classification, including Permits related to environmental matters; QFCP Generator shall be a PJM Member and shall have entered into all required PJM Agreements required for the performance of QFCP Generator’s obligations in connection with the Facility and this Service Classification, including an interconnection agreement, which agreements shall be in full force and effect or QFCP Generator shall have entered into an agreement with a Market Participant that will perform some or all of QFCP Generator’s PJM-related obligations in connection with the Facility and this Service Classification;

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## B. Commencement of Service – (Continued)

QFCP Generator shall have entered into all agreements and made all filings and other arrangements necessary for the transmission and delivery of the Energy from the Facility to the Delivery Point;

QFCP Generator shall have obtained all necessary authorizations from FERC to sell Energy at market-based rates as contemplated by this Service Classification and shall be in compliance with such authorization;

QFCP Generator shall have provided the Company with written evidence that all of the preceding conditions have been satisfied, and

PSC approval of this Service Classification shall have occurred and shall have become final and non-appealable and the Delaware Fuel Cell Amendments shall be in full force and effect.

## C. Sales of Energy, Capacity, Other Available Product

(1) Energy Sales. QFCP Generator shall be solely responsible for arranging, scheduling with PJM and other Transmitting Utilities, and delivering, marketing and selling Energy from the Facility. The Company shall not purchase, for either itself or its customers, any Energy from the Facility. QFCP Generator shall be solely responsible for any and all costs and charges incurred in connection therewith, whether imposed pursuant to standards or provisions established by FERC, any other Governmental Authority or any Transmitting Utility, including transmission costs, scheduling costs, imbalance costs, congestion costs, operating reserve charges (day-ahead and balancing) and the cost of firm transmission rights, if such firm transmission rights are procured by QFCP Generator. QFCP Generator will sell 100% of the output produced from the Facility in the PJM real time market, or the PJM day ahead market if required by PJM, at the Delivery Point.

Capacity Sales. QFCP Generator or its Market Participant will actively participate in all PJM RPM Base Residual and Incremental capacity auctions (if incremental participation is necessary to maximize capacity revenue) and must bid the maximum allowable capacity under PJM RPM rules at the lowest price permitted under applicable law and regulations. In the event that PJM rules or market procedures change or that reasonable opportunities arise to realize greater capacity revenue, the QFCP Generator and the Company will exercise good faith efforts to agree to a proposed joint amendment to this Service Classification designed to increase PJM-derived capacity revenues in an effort to reduce overall costs to customers while maintaining the overall economic benefits to QFCP Generator. The Company shall not purchase, for either itself or its customers, any capacity from the Facility.

QFCP Generator shall exercise good faith efforts to maximize Market Revenues consistent with C (1)-C (2) above.

QUALIFIED FUEL CELL PROVIDER PROJECT—RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## C. Sales of Energy, Capacity, Other Available Product (Continued)

During the Service Term, Service Classification LVG-QFCP-RC for firm natural gas service shall be available to QFCP Generator.

(5) Maintenance of Average Efficiency with Target Heat Rate - The Actual Heat Rate of the Facility shall be calculated on a monthly basis with the initial calculation made following the first month of operation after the Initial Delivery Date. Subject to the following sentences in this section, in the event the quantity of natural gas utilized by QFCP Generator in the Facility is less than the quantity of natural gas that would have been utilized at the Target Heat Rate in a single month, QFCP Generator shall be permitted to “bank” in a tracking account the avoided MMBtus associated with the difference between (1) the quantity of natural gas at the Target Heat Rate and (2) the quantity of natural gas at the Actual Heat Rate. Any such “banked” MMBtus must be removed from the tracking account for use by QFCP Generator in one or more future periods in which the quantity of natural gas utilized by QFCP Generator exceeds the quantity of natural gas that would have been utilized at the Target Heat Rate. The gas cost, during a month in which “banked” volumes that fully cover the excess gas used above Target Heat Rate level are removed will be based on the actual volume of natural gas used by the Facility. During any month in which the quantity of natural gas utilized by QFCP Generator in the Facility exceeds the natural gas that would have been utilized at the Target Heat Rate, and amounts in the tracking account are insufficient to cover such excess quantity, QFCP Generator shall adjust the monthly invoice in an amount equal to such excess quantity times that month’s average daily index price. On or before the tenth (10<sup>th</sup>) Business Day following the end of each period during the Services Term, QFCP Generator shall provide Company with the Actual Heat Rate calculated for the applicable period compared to the Target Heat Rate, as well as the applicable tracking account calculations, amounts of MMBtus to be removed from the tracking account and credited against the applicable future period, along with any supporting documentation reasonably required for Company to independently confirm QFCP Generator’s Actual Heat Rate calculation and Target Heat Rate comparison and tracking account values.

(6) The QFCP Generator shall be responsible for the Site Preparation Cost up to the Site Preparation Cost Cap of \$17.2 million. Any amounts incurred for Site Preparation Cost above the Site Preparation Cost Cap, including but not limited to costs that may be incurred to relocate Energy Servers after the Initial Delivery Date through the Services Term as mutually agreed upon by the Company and the QFCP Generator, will be collected through the Service Classification QFCP-RC Charge under this Service Classification. QFCP Generator shall exercise reasonable care not to unnecessarily exceed the Site Preparation Cost Cap. The Company shall periodically review the Site Preparation Costs to be incurred by the QFCP Generator as the site preparation progresses and shall otherwise reasonably work with QFCP Generator in an effort to avoid unnecessarily exceeding the Site Preparation Cost Cap.”

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## D. Recovery of Rates and Other Costs Associated with the Provision of Service Under Service Classification “QFCP-RC”

The Company, acting in its role as the agent for collection of amounts due QFCP Generator and disbursement of such amounts to QFCP Generator, shall collect amounts based on Disbursements and all Costs through the Service Classification QFCP-RC Charge, as specified in Section G of this Service Classification. Differences between actual and estimated revenues, Disbursements to the QFCP Generator, Costs arising out of the Qualified Fuel Cell Project, plus costs occurring under previously approved rates under the cost recovery provisions of Service Classification “QFCP-RC” shall be added or subtracted as appropriate to the estimated costs in a subsequent month’s Service Classification QFCP-RC Charge.

Recovery of Disbursements to the QFCP Generator and all Costs associated with the Qualified Fuel Cell Provider Project shall be computed monthly for application in the billing month closest to, but no less than ninety (90) days prior to, the Disbursements to the QFCP Generator. It shall consist of a factor designed to reflect Disbursements to the QFCP Generator, Costs, plus a factor designed to reconcile prior period Service Classification “QFCP-RC” recovery imbalance adjustments including a factor to account for uncollectable balances. Costs associated with the Qualified Fuel Cell Provider Project include, but are not limited to:

- Costs associated with the Company’s administration of the Qualified Fuel Cell Provider Project;
- Costs of the Company associated with any required improvements to the customer billing and/or customer information systems required in implementing the Qualified Fuel Cell Provider Project;
- Costs of the Company associated with forecasting revenue or expense items, fuel consumption, energy output and generation associated with the Qualified Fuel Cell Provider Project; and
- Any amounts incurred for Site Preparation Cost by the Company above the Site Preparation Cost Cap, including but not limited to Costs that may be incurred to relocate Energy Servers after the Initial Delivery Date through the Services Term as mutually agreed upon by the Company and the QFCP Generator.

The Company shall recover all Costs associated with the Qualified Fuel Cell Provider Project, unless, after Commission review, any such Costs are determined by the Commission to have been incurred in bad faith, are the product of waste or out of an abuse of discretion, or in violation of law.

The Service Classification QFCP-RC Charge shall be applied to monthly bills beginning with the billing month of May 2012.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

E. Calculation of the Service Classification QFCP-RC Charge

The Service Classification QFCP-RC Charge shall be computed by dividing the estimated Disbursements to the QFCP Generator and Costs associated with the Qualified Fuel Cell Provider Project, plus or minus any applicable true up amount from previous months, by the forecast kWh sales applicable to the Service Classification for the billing month closest to, but no less than ninety (90) days prior to, the Disbursements to the QFCP Generator.

Formulaically:

$$\text{Service Classification QFCP-RC Charge} = \frac{((A+ B) +/- C)}{D}$$

Where:

Service Classification QFCP-RC Charge = the Service Classification QFCP-RC Charge for the class in \$ per kWh

A = Estimated Disbursements to the QFCP Generator under Service Classification QFCP-RC in \$

B = Costs associated with the Qualified Fuel Cell Provider Project in \$

C = Cumulative true up for over/under-collections, including a carrying charge at the Company's then current cost of short-term debt, from the class in previous months in \$ and including a factor to account for uncollectable balances.

D = Class Forecasted kWh sales for the billing month closest to, but no less than ninety (90) days prior to, the Disbursements to the QFCP Generator.

Monthly Filing

The Company shall file monthly with the Commission a copy of the computation of the Service Classification QFCP-RC Charge with current factors and/or reconciliation factors at least thirty (30) days prior to application on customers' bills. The Company shall furnish Commission Staff sufficient workpapers for the review and audit of the Service Classification QFCP-RC Charge as needed. The Service Classification QFCP-RC Charge shall become effective thirty (30) days after filing, absent a determination of manifest error by the Public Service Commission.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

G. Service Classification QFCP-RC Charge

The following table provides the component rates of the Service Classification QFCP-RC Charge for each Service Classification based on the cost categories listed above in \$ per kWh.

<u>Service Classification</u>	<u>Charge</u>
Residential	Refer to Website – see link below
Plug-In Vehicle “PIV”	Refer to Website – see link below
Residential- Space Heating	Refer to Website – see link below
Residential Time-of-Use NON-Demand “R-TOU-ND”	Refer to Website – see link below
Small General Service - Secondary Non-Demand “SGS-ND”	Refer to Website – see link below
Space Heating Secondary Service “SGS-ND” and “MGS-S”	Refer to Website – see link below
Water Heating Secondary Service “SGS-ND” and “MGS-D”	Refer to Website – see link below
Outdoor Recreational Lighting Svc – Secondary “ORL”	Refer to Website – see link below
Medium General Service – Secondary “MGS-S”	Refer to Website – see link below
Large General Service – Secondary “LGS-S”	Refer to Website – see link below
General Service – Primary “GS-P”	Refer to Website – see link below
General Service – Transmission “GS-T”	Refer to Website – see link below
OL – Private Lighting	Refer to Website – see link below
OL – Street Lighting	Refer to Website – see link below

Website Links: <https://www.delmarva.com/MyAccount/MyBillUsage/Pages/DE/Electric/CurrentTariffs.aspx>

H. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the QFCP Generator or customer to which the Service Classification QFCP-RC Charge applies is exempt from such tax.

I. Billing and Disbursement

- (1) Disbursements to QFCP Generator. The Company shall make disbursements to the QFCP Generator in accordance with this Service Classification based on the Disbursement Rate, which amount shall be adjusted as set forth herein. In addition, the Company shall make disbursements to the QFCP Generator for the QFCP Generator’s Fuel Cost (payments under Service Classification LVG-QFCP-RC) and the incremental Site Preparation Cost above the Site Preparation Cost Cap incurred by QFCP Generator, less the proceeds from the sale of any Products by the QFCP Generator. The Company shall not be obligated to make any other disbursements or payments to QFCP Generator. The Company shall have no liability with respect to the disbursements to the QFCP Generator, except to disburse to the QFCP Generator such amounts as Company has collected through this Service Classification.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## H. Billing and Disbursement (Continued)

(2) Billing. Unless otherwise agreed to by the QFCP Generator and the Company, on or before the fifteenth (15th) day of each month (or the first Business Day thereafter), QFCP Generator shall deliver to the Company, via electronic transmission or other means agreed to by the Company, an invoice (“Invoice”) for the immediately preceding month that sets forth: (a) the disbursements to the QFCP Generator based on the Disbursement Rate, (b) less the proceeds from sale of any Products by the QFCP Generator (net of any negative disbursements from Energy sales) (c) plus the QFCP’s Fuel Cost pursuant to gas delivery service under Company’s Service Classification LVG-QFCP-FC, and (d) any other credits, charges, liabilities and reductions in disbursement, including any reduction in disbursement for gas usage above the Target Heat Rate as set forth in C. (5) above, and any adjustments and outstanding amounts due pursuant to prior Invoices. The Company shall disburse to QFCP Generator or QFCP Generator shall disburse to the Company, as the case may be, the total amount due pursuant to such Invoice no later than the final business day of the month during which such Invoice is issued (such day, the “Monthly Settlement Date”).

(3) Disbursement. All disbursements shall be made by “Electronic Funds Transfer” (EFT) via “Automated Clearing House” (ACH), to a bank designated in writing by the Company or QFCP Generator to which disbursement is owed, by 11:59:59 pm EPT on the Monthly Settlement Date. Disbursement pursuant to an Invoice shall not be deemed an admission or waiver with respect to any matter related to such Invoice or the charges reflected therein.

(4) Interest. Interest on delinquent amounts (including amounts determined to be owed as a result of the resolution of a billing dispute) shall be calculated at the Interest Rate: (a) from the original due date (or, for amounts not properly invoiced, the date that would have been the due date if such amounts were properly invoiced) to the date of disbursement; or (b) in the case of reimbursement obligations, from the date an over disbursement was received until the date of reimbursement.

(5) Set-Off. Each of the Company and QFCP Generator shall have the right to set-off any undisputed amounts owed by the other against any undisputed amounts that it owes to such Party.

(6) Auditing PJM Energy and Capacity Sales. On or before the tenth (10<sup>th</sup>) Business Day following the end of each period during the Services Term, QFCP Generator shall provide Company with a monthly report documenting PJM revenues. The report shall include MWHs produced by day, daily PJM real time or day ahead price at the Delivery Point, total daily and monthly energy revenues, monthly capacity revenues, monthly ancillary services revenues by revenue type, other monthly PJM revenues, and any other information reasonably requested by the Company. The QFCP Generator shall provide to the Commission and the Company (a) a monthly report setting forth the Market Revenues received in the prior month; and (b) an annual report documenting its good faith efforts to maximize Market Revenues. The QFCP Generator shall cooperate in good faith with any inquiry or direction of the Commission or the Company with respect to possible means of increasing Market Revenues on commercially reasonable terms.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## H. Billing and Disbursement (Continued)

(7) Billing Disputes. The QFCP Generator or the Company may, in good faith, dispute any amount charged or disbursed pursuant to an Invoice within twelve (12) months of the date of such Invoice by providing a written statement setting forth the basis of such dispute. Each Party shall remain obligated to disburse any undisputed amounts pending resolution of a billing dispute. Failure by a Party to deliver notice of a billing dispute within the time period set forth herein shall be deemed a waiver of such Party's right to dispute such Invoice. The Parties shall continue to perform under this Service Classification during the period of any billing dispute but shall not be precluded from exercising any other remedy available under this Service Classification. A billing dispute shall be subject to the dispute resolution provisions herein. Any amount determined to be owed as a result of the resolution of a billing dispute shall be disbursed within fifteen (15) days of such resolution, along with accrued interest in accordance with the interest provisions herein.

(8) Company's Role as Agent. Notwithstanding any provision in this Service Classification, the Company's Delaware Tariffs, Rules or orders to the contrary, the Company's obligation with respect to a QFCP Generator is only that of an agent for the collection of funds and disbursement of such funds to the QFCP Generator and, where required, to the Company's customers.

## I. Disbursement Rates

The Company, acting in its role as the agent for collection of amounts due QFCP Generator and disbursement of such amounts to QFCP Generator, shall collect from customers and disburse to QFCP Generator hereunder the Disbursement Rate. As of the date of acceptance for filing by the Delaware PSC of this Service Classification, the Disbursement Rate shall be as follows:

\$166.87 per MWH for QFCP Generators with an Initial Delivery Date commencing during calendar years 2011, 2012, 2013 or 2014. Following the fifteenth anniversary of the Initial Delivery Date of each Unit to achieve Facility Commercial Operation, the Disbursement Rate shall be reduced to \$102.00 per MWH. Following the twentieth anniversary of the Initial Delivery Date of each Unit to achieve Facility Commercial Operation, the Disbursement Rate shall be reduced to \$30.00 per MWH. The Disbursement Rate shall not be subject to escalation. The Company may request Disbursement Rates for QFCP Generators with an Initial Delivery Date commencing beyond calendar year 2014 in a future filing.

In the event of any future change to the Delaware Fuel Cell Amendments that would prevent the QFCP Generator from providing service or collecting all Disbursements under this Service Classification "QFCP-RC", the Company shall collect from its customers, and shall disburse to QFCP Generator, all amounts necessary to provide the QFCP Generator with the full amount approved by the Commission in this Service Classification prior to such change to the Delaware Fuel Cell Amendments for each unit of energy produced by the QFCP Generator or which would have been produced by the QFCP Generator (in a circumstance in which the QFCP Generator would otherwise be entitled to payment pursuant to Section K(2) or (3) below) pursuant to the terms of this Service Classification for the remainder of the Services Term.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## J. Taxes

The QFCP Generator shall pay or cause to be paid all taxes, fees and other charges imposed by any Governmental Authority with respect to the production, sale, and delivery of the Products and the performance of its obligations under this Service Classification.

## K. Indemnification and Deemed Deliveries

(1) QFCP Generator shall indemnify, hold harmless and defend the Company, its Affiliates and their respective officers, directors, employees, agents, contractors, subcontractors, invitees, successors, representatives and permitted assigns (collectively, the “Company’s Indemnities”) from and against any and all claims, liabilities, costs, losses, damages and expenses, including reasonable attorney and expert fees and disbursements, actually incurred for: (a) damage to property of or injury to, or death of, any person; and (b) any penalties or fines imposed by Governmental Authorities, in any such case to the extent directly caused by the gross negligence or willful misconduct of QFCP Generator and/or its officers, directors, employees, agents, contractors, subcontractors or invitees, and not in whole resulting from the gross negligence of the Company, and arising out of, or connected with, QFCP Generator’s performance under this Service Classification or QFCP Generator’s breach of this Service Classification. The Company shall give QFCP Generator prompt notice of any claim for indemnification and authorizes QFCP Generator to settle or defend such claims (provided that in the case of settlement or compromise, the Company is unconditionally released from any and all liability with respect thereto and shall have no obligation resulting therefrom), and gives QFCP Generator control of the defense of such claims and assists QFCP Generator in so doing (at QFCP Generator’s reasonable expense) upon request by QFCP Generator.

(2) In the case of a Force Majeure Event, affecting in whole or in part, the Facility, that prevents the QFCP Generator from supplying at least 80% of its nameplate capacity, the Company shall collect from its customers and disburse to the QFCP Generator 70% of the disbursements per MWH of reduction in output to which the QFCP Generator would have been entitled but for the Force Majeure Event. During a Force Majeure Event the Company will continue to receive the full reduction in renewable portfolio standards that would have been provided but for the Force Majeure Event.

(3) In the case of the occurrence of either a. or b. below (each a “Gas Interruption”):

- a. an interruption in fuel supply, in whole or in part, to the Facility, and such interruption prevents the QFCP Generator from supplying output from its available capacity; or
- b. a Fuel Quality Event,

then the Company shall collect from its customers and disburse to the QFCP Generator 100% of the disbursements per MWH of output to which the QFCP Generator would have been entitled but for the Gas Interruption. During any Gas Interruption, the Company will continue to receive the

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## K. Indemnification and Deemed Deliveries (Continued)

full reduction in renewable portfolio standards that would have been provided but for the Gas Interruption in fuel supply.

(4) The duration of payments by the Company under Section K (2) above resulting from any Force Majeure Event other than a Forced Outage Event shall in no event exceed 178 days for each Force Majeure Event.

(5) Section K (5) in its entirety is effective only for the period prior to the date upon which the fuel cell manufacturer receives an Investment Grade Credit Rating. With respect to a Force Majeure Event resulting from a Forced Outage Event that prevents the QFCP Generator from supplying output from the Facility, there shall be no disbursement to QFCP Generator for the first 90 days of such event and any such event shall no longer be considered to be a Force Majeure Event after the earlier of (i) the date of its remedy or (ii) 5:00 p.m. eastern standard time on July 1, 2025. Until the Forced Outage Event has been remedied or has expired, the following additional provisions shall apply:

- a. For each megawatt-hour of output which would have been generated but for a Forced Outage Event, QFCP Generator shall, at its sole expense, use commercially reasonable efforts to acquire and retire one Forced Outage Replacement REC. Such Forced Outage Replacement RECs shall be retired at QFCP Generator's own expense without payment or reimbursement for the acquisition thereof from any source. For purposes of this section, it is "commercially reasonable" not to acquire Forced Outage Replacement RECs if they are not available in sufficient quantities or if the acquisition price would exceed \$45 per Forced Outage Replacement REC. During a Forced Outage Event, the Company will continue to receive the full reduction in renewable portfolio standards requirements that would have been provided but for the Forced Outage Event.
- b. Following 90 days after the initiation of the Forced Outage Event, QFCP Generator shall be entitled to 70% of the disbursements per MWH of reduction in output to which the QFCP Generator would have been entitled but for the Forced Outage Event in the event that QFCP Generator has provided the Company with certification, pursuant to the PJM GATTS system or successor system, that it has acquired and retired Forced Outage Replacement RECs as set forth in Section K. (5) a above.
- c. For all output for which QFCP Generator, despite using commercially reasonable efforts, is unable to acquire and retire Forced Outage Replacement RECs as set forth in Sections K (5) a and b above during a Forced Outage Event (hereinafter a "Replacement REC Shortfall"), the Company shall collect from its customers and disburse to the QFCP Generator 55% of the disbursements per MWH of reduction in output to which the QFCP Generator would have been entitled but for the Forced Outage Event.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

K. Indemnification and Deemed Deliveries (Continued)

(6) In calculating the disbursements to the QFCP Generator for output that would have been provided but for a Force Majeure Event and an event involving an interruption in fuel supply as set forth in Sections K. (2) and K. (3) above, the output used to calculate what the QFCP Generator would have generated but for the event will be based upon the average output from the affected Energy Servers during the 6 month period immediately preceding the event, adding to such average output any shortfall in output caused by any earlier Force Majeure Event during such 6 month period; provided that if the affected Energy Servers have not been in Facility Commercial Operation during such 6 months, their average output for the 24 hour period following the Facility Commercial Operation Date shall be used.

(7) A Party claiming the occurrence of a Force Majeure Event shall provide notice of its occurrence as promptly following occurrence thereof as reasonably possible, and shall provide complete documentation related to the basis and circumstances of the Force Majeure Event, including information as reasonably may be requested by the other Party. A Party claiming a Force Majeure Event shall promptly commence and diligently pursue a cure of the Force Majeure Event and shall keep the other Party apprised of the status of the Force Majeure Event and cure activities at regular intervals.

L. Audits

The QFCP Generator and the Company shall each have the right, on at least three (3) Business Days prior written notice, at its sole expense and during normal working hours, to examine the records of the other entity to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Service Classification, including records necessary to verify QFCP Generator's actual production of Products produced by the Facility. If any such examination reveals any inaccuracy in any Invoice, the necessary adjustments in such Invoice and the disbursements pursuant thereto will be made.

M. Rules and Regulations

The terms and conditions set forth in this Service Classification shall govern the provision of service under this Service Classification.

N. Application for Service – Succession/Assignment; Subcontracting

(1) The QFCP Generator shall file an Application for Service with the Company prior to commencing service under this Service Classification. Any entity which succeeds to or is assigned the interests of a QFCP Generator, substantially as a whole, shall be entitled to the rights and benefits under this Service Classification provided that it maintains satisfaction with the eligibility requirements of this Service Classification and otherwise performs the obligations of the QFCP Generator under this Service Classification.

(2) The QFCP Generator and the Qualified Fuel Cell Provider shall be entitled to engage one or more third parties to provide installation, maintenance, and other services with respect to the Energy Servers or otherwise in connection with a Qualified Fuel Cell Provider Project, and the Qualified Fuel.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

N. Application for Service – Succession/Assignment; Subcontracting (Continued)

Cell Provider shall be considered to be the operator of the Qualified Fuel Cell Provider Project if it performs such services directly or engages one or more third parties to perform all or any portion of such services, provided that (a) no such subcontract or other arrangement shall reduce in any way the obligations of the QFCP Generator under this Service Classification; (b) in no event shall any such third party be a third party beneficiary under this Service Classifications or be deemed to have any rights hereunder; and (c) the Company shall be entitled to rely on any decision, direction or instruction from such third party as if made or given by the QFCP Generator.

O. Notices.

Whenever this Service Classification requires or permits delivery of a notice or requires a Party to notify the other Party, all notices, requests, statements or disbursements shall be made to the Parties using the contact information set out in the Application for Service as updated from time by each Party by providing written notice to the other Party. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day during which the notice is sent by facsimile (and confirmed) or hand delivered. Notice by overnight mail or courier shall be deemed to have been received upon delivery as evidenced by the delivery receipt.

P. Dispute Resolution

(1) Informal Dispute Resolution. Before initiating legal action, a Party aggrieved by a dispute hereunder shall provide written notice to the other Party setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. The Parties shall use good faith and reasonable commercial efforts to informally resolve such dispute. Such efforts shall last for a period of at least thirty (30) days from the date that the notice of the dispute is first delivered from one Party to the other Party. Any amounts determined to be owed as a result of informal dispute resolution shall be paid within three (3) Business Days of such resolution.

(2) Dispute Resolution. After Informal Dispute Resolution requirements have been satisfied, pursuant to the Delaware Fuel Cell Amendments either QFCP Generator or the Company may initiate an action with the Delaware Superior Court, according to the applicable Court rules.

Q. Definition of Terms

The following capitalized terms, when used in this Service Classification, shall have the meanings set forth below:

“Actual Heat Rate” means the Heat Rate of the Facility for a specified period.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

Q. Definition of Terms (Continued)

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

“Ancillary Services” means Regulation and Frequency Response Service, Energy Imbalance Service, Spinning Reserve Service, Supplemental Reserve Service and any other ancillary service applicable from time to time in the PJM Control Area pursuant to the PJM Agreements and which the Facility is capable of providing.

“Business Day” means any day except a Saturday, Sunday or a day that PJM declares to be a holiday, as posted on the PJM website. A Business Day shall begin at 8:00 am and end at 5:00 pm EPT.

“Capacity” means the net electrical generating capacity of the Facility (expressed in MW), including installed capacity and Unforced Capacity.

“Company” means Delmarva Power & Light Company.

“Cost,” when used in reference to an expense or expenditure incurred by the Company, means any expense or expenditure directly or indirectly incurred by the Company arising out of the Qualified Fuel Cell Provider Project that are not a “Disbursement,” including but not limited to costs associated with Service Classification “QFCP-RC.”

“Delaware Fuel Cell Amendments” means revisions to the RPS Act as provided in the Act to Amend Title 26 of the Delaware code relating to Delaware’s Renewable Energy Portfolio Standards and Qualified Fuel Cell Provider Project.

“Delaware PSC” means the Delaware Public Service Commission.

“Delivery Point” means the point(s) on the PJM Transmission System with a Pnode Identification in the PJM Bus Model, as identified in the Service Application.

“Disbursements” means amounts based on the “Disbursement Rate” plus any amounts for the QFCP Generator’s Fuel Cost (payments under service Classification LVG-QFCP-RC) plus any amounts incurred for the Site Preparation Cost by QFCP Generator and reimbursable by Company above the Site Preparation Cost Cap, including but not limited to costs that may be incurred to relocate Energy Servers after the Initial Delivery Date through the Services Term as mutually agreed upon by the Company and the QFCP Generator less the proceeds from the sale of any Products by the QFCP Generator.

“Disbursement Rate” means the price per MWh of Energy output delivered by the QFCP Generator to a Delivery Point(s) designated by the Company pursuant to the terms of this Service Classification, as set forth in Section I herein.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## Q. Definition of Terms (Continued)

“Electrical Interconnection Facilities” means the equipment and facilities required to safely and reliably interconnect the Facility to the PJM Transmission System or the transmission system of another Transmitting Utility in whose territory the Facility is located, as applicable, including the collection system between each Unit, transformers and all switching, metering, communications, control and safety equipment, including the facilities described in the Interconnection Agreement.

“Energy” means three-phase, 60-cycle alternating current electric energy constituting the Net Electric Output.

“Energy Server” means an array of solid oxide fuel cells, which are combined using modular architecture, to form a single, freestanding scalable distributed generation power generation unit that can operate in parallel with other such power generation units.

“Environmental Attributes” means Renewable Energy Credits (RECs), solar RECs (SRECs) and any and all other federal, regional, state and other credits, certificates, benefits, emission reductions, offsets and allowances that are attributable, now or in the future, to the Facility or the Energy produced by the Facility, including: (a) any such credits, certificates, benefits, offsets and allowances computed on the basis of the Facility’s displacement of fossil-fuel derived or other conventional energy generation; (b) any environmental certificates issued by PJM under the GATS in connection with Energy produced by the Facility; and (c) any voluntary emission reduction credits obtained or obtainable by QFCP Generator in connection with the generation of Energy from the Facility; provided however, that Environmental Attributes shall not include: (i) federal production tax credits (“PTCs”) or any state production tax credits; (ii) any investment tax credits or other tax credits associated with the construction or ownership of the Facility; or (iii) any state, federal or private cash payments or grants relating in any way to the construction or ownership of the Facility, the output thereof or PTCs.

“Facility” means the Energy Servers, the Electrical Interconnection Facilities and any other ancillary facilities and equipment.

“Facility Commercial Operation” means the condition of a Unit of the Facility, not to exceed a total of 150 Units, once it has achieved the following:

- (a) all performance testing of the Electrical Interconnection Facilities shall have been successfully completed in accordance with PJM Manuals (or any other applicable RTO rules);
- (b) applicable Unit shall be operating and able to produce and deliver Energy to the Interconnection Point: (i) pursuant to the terms of this Service Classification and the Interconnection Agreement; and (ii) in accordance with Good Utility Practice; and
- (c) the computer monitoring system (CMS) for the Unit shall have been installed and tested and shall be fully operational.

“Facility Commercial Operation Date” means the first date as of which: (a) Facility Commercial Operation has occurred; and (b) QFCP Generator shall have delivered to Company written certification of an authorized officer of QFCP Generator certifying that the applicable Unit of the Facility has achieved Facility Commercial Operation.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

Q. Definition of Terms (Continued)

“Facility Meter” means the revenue quality electricity generation meter to be located at the Metering Point (the proposed location of which is to be identified in the Interconnection Agreement), which Facility Meter shall register all Energy produced by the Facility and delivered to the Interconnection Point.

“FERC” means the Federal Energy Regulatory Commission.

“Forced Outage Event” means the inability of a QFCP Generator to obtain from its Qualified Fuel Cell Provider or any other Persons a replacement component part or a service necessary for operation of one or more Energy Servers at its nameplate capacity.

“Forced Outage Replacement RECs” means any combination of RECs and SRECs such that one-sixth (1/6) of an SREC equates to one REC, providing that at least 90% of the RECs shall be SRECs.

“Force Majeure Event” means (i) a Forced Outage Event; or (ii) an event or circumstance that: (a) prevents a Party from performing its obligations under this Service Classification; (b) was not foreseeable by such Party; (c) was not within the reasonable control of, or the result of the negligence of such Party; and (d) such Party is unable to reasonably mitigate, avoid or cause to be avoided with the exercise of due diligence.

“Fuel Cost” means the amount to be paid monthly by QFCP Generator for the natural gas purchased by QFCP Generator under Company’s Service Classification LVG-QFCP-FC.

“Fuel Quality Event” means an event wherein (a) fuel delivered by the Company to the QFCP Generator fails to meet pipeline quality specifications contained in the respective General Terms and Conditions of the FERC gas tariffs of the upstream pipeline(s) that interconnect with the Company’s gas system and (b) such failure prevents the QFCP Generator from supplying output from its available capacity. In no event shall a Fuel Quality Event be deemed to occur or to continue in effect at any time after the end of the thirty-six month following the date that the first Unit achieves Facility Commercial Operation.

“Governmental Authority” means any federal, state, local, municipal or other governmental or quasi-governmental authority, agency, department, board, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive, together or individually, exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power over a Party, the Facility, the Products to be delivered under this Service Classification.

“Guaranteed Initial Delivery Date” means March 31, 2013 for a minimum of 5 MW; and September 30, 2014 for a total of up to 30 MW; provided however, that the Guaranteed Initial Delivery Date shall be extended on a day-for-day basis for up to twelve (12) months to the extent that the Initial Delivery Date is delayed as a result of Force Majeure Event or an action or inaction of Company that would reasonably cause a delay in the ability of the QFCP Generator to achieve the dates and respective MW requirements set forth in this definition.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

## Q. Definition of Terms (Continued)

“Heat Rate” means the quantity of BTU’s consumed to produce a kilowatt-hour of energy, calculated as follows:

$$\frac{\text{quantity of fuel consumed} \times \text{heat content per unit of fuel}}{\text{kilowatt-hours of energy delivered to the Delivery Point}}$$

“Initial Delivery Date” means the date on which the conditions set forth in Section B of this Service Classification for an Energy Server have been satisfied or waived in writing by Company.

“Interconnection Agreement” means an agreement among QFCP Generator, the utility (which may be Company or an Affiliate of Company) in whose territory the Facility is located, and/or PJM regarding interconnection of the Facility to the transmission or distribution system of the Transmitting Utility.

“Interconnection Point” means the physical point of interconnection between the Electrical Interconnection Facilities and the electrical transmission system of the Transmitting Utility.

“Interest Rate” means, as of any date, the lesser of: (a) the per annum rate of interest equal to the prime lending rate published in The Wall Street Journal under “Money Rates” on such day (or, if such rate is not published on such date, the rate published on the most recent preceding date on which such rate is published), plus two percent (2%); and (b) the maximum rate permitted by applicable Law.

“Investment Grade Credit Rating” means a rating of “BBB” or better from Standard and Poor’s, a division of McGraw-Hill Companies, Inc., or a rating of “Baa3” or better from Moody’s Investor Services.

“Invoice” has the meaning set forth in Section H of this Service Classification.

“kW” means kilowatt.

“kWh” means kilowatt-hour.

“Law” means any statute, law, treaty, convention, rule, regulation, ordinance, code, Permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction issued, adopted, administered or implemented by a court or Governmental Authority, including any of the foregoing that are enacted, amended or issued after the Effective Date, and any binding interpretations of any of the foregoing.

“Market Participant” has the meaning set forth in the PJM Operating Agreement.

“Market Revenues” means revenues obtained by the QFCP Generator for all Products.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

Q. Definition of Terms (Continued)

“Metering Point” means the physical location at the Facility where the Facility Meter is situated.

“Monthly Settlement Date” has the meaning set forth in Section H of this Service Classification.

“MW” means megawatt.

“MWh” means megawatt-hour.

“Net Electrical Output” means the amount of Energy produced by the Facility measured in MWhs and metered at the Metering Point (adjusted for any transmission line and transformer losses, as determined in accordance with applicable tariffs and good utility practice, to the Delivery Point).

“Party” or “Parties,” when used in the singular, means “QFCP Generator” or “Company” as those terms are defined herein and when used in the plural, means both QFCP Generator and the Company.

“Permit” means any permit, authorization, license, order, consent, waiver, exception, exemption, variance or other approval by or from, and any filing, report, certification, declaration, notice or submission to or with, any Governmental Authority required to authorize action, including any of the foregoing relating to the ownership, siting, construction, operation, use or maintenance of the Facility under any applicable Law.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association, unincorporated organization or Governmental Authority.

“PJM” means PJM Interconnection, LLC.

“PJM Agreements” means the PJM Tariff, the PJM Operating Agreement, the PJM RAA, the PJM Manuals and any other applicable PJM bylaws, procedures, manuals or documents.

“PJM Control Area” shall have the meaning ascribed to it in the PJM Agreements.

“PJM E-Account” means an account obtainable through PJM which provides access to web-based PJM settlement, accounting, marketing and other informational and economic systems.

“PJM Interchange Energy Market” has the meaning set forth in the PJM Tariff.

“PJM Manual” or “PJM Manuals” means the instructions, rules, procedures and guidelines established by PJM for the operation, planning and accounting requirements of the PJM Control Area and PJM Interchange Energy Market.

“PJM Member” means any entity satisfying the requirements of PJM to conduct business with PJM, including Market Participants, transmission owners, generating entities and Load Serving Entities.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION  
(Continued)

Q. Definition of Terms (Continued)

“PJM Operating Agreement” means the Operating Agreement of PJM. “PJM RAA” means the PJM Reliability Assurance Agreement.

“PJM Tariff” means the Open Access Transmission Tariff of PJM.

“PJM Transmission System” means the system of transmission lines and associated facilities that have been placed under PJM’s operational control.

“Products” means Capacity, Energy, Ancillary Services and Environmental Attributes, and any other present or future benefits or rights produced from or created by the Facility in connection with the supply of Capacity and Energy, and not otherwise expressly reserved herein for the benefit of QFCP Generator.

“PSC Approval” means an order issued by the Delaware PSC approving the terms of this Service Classification without modification and authorizing Company to recover all of its Costs incurred hereunder, which order shall be in form and substance reasonably acceptable to Company.

“QFCP Generator” means the owner of a Qualified Fuel Cell Provider Project as defined in Title 26, Section 352 of the Delaware Code, that qualifies for service under this Service Classification and which has filed an Application for Service with the Company.

“Qualified Fuel Cell Provider” shall have the same meaning as defined in Title 26, Section 352 of the Delaware Code.

“Qualified Fuel Cell Provider Project” shall have the same meaning as defined in Title 26, Section 352 of the Delaware Code.

“Renewable Energy Credit” or “REC” shall have the meaning set forth in the RPS Rules and RPS Act.

“Renewable Energy Portfolio Standard” shall have the meaning set forth in the RPS Act.

“RPM” means the Reliability Pricing Model capacity auction market administered by PJM.

“RPS Act” means Delaware’s Renewable Energy Portfolio Standards Act, as may be amended from time to time (including pursuant to the Delaware Fuel Cell Amendments (26 Del. C. §§ 351-364).

“RPS Rules” means the Delaware PSC’s Rules and Procedures to Implement the Renewable Energy Portfolio Standard.

QUALIFIED FUEL CELL PROVIDER PROJECT–RENEWABLE CAPABLE POWER PRODUCTION

(Continued)

## Q. Definition of Terms (Continued)

“Service Application” means a document signed by QFCP Generator and the Company that (1) acknowledges the respective obligations of each as defined in this Service Classification “QFCP-RC” and (2) serves as an application by a QFCP Generator for service under this Service Classification “QFCP-RC”. The form of Service Application shall be approved as part of this Service Classification “QFCP-RC.” The Service Application shall be in addition to such information and other requirements of the Company relating to technical operating standards as may be in effect from time to time, including without limitation, those applicable to the parallel operation of customer owned generation. A Service Application shall not be deemed accepted until counter-signed by the Company.

“Service Classification QFCP-RC” means the Service Classification available throughout the territory served by the Company in the State of Delaware and is applicable to electricity generated from a Qualified Fuel Cell Provider Project satisfying the requirements of the Delaware Fuel Cell Amendments. The availability of this Service Classification is limited to: QFCP Generators who meet the requirements of Section A. Availability.

“Services Term” means the period of time commencing on the Initial Delivery Date and ending twenty one (21) years after the Initial Delivery Date for each Unit.

“Site” means the land on which the Units will be sited, which may be at multiple locations, and which is anticipated to potentially include land owned by the State of Delaware, by Company and/or by customers of Company.

“Site Preparation Cost” means the costs to prepare the Site(s) to accommodate the Facility Commercial Operation. The amount of the applicable Site Preparation Cost will be determined by the mutual agreement of the QFCP Generator and the Company.

“Site Preparation Cost Cap” means the Site Preparation Cost for which the QFCP Generator shall be responsible. The Site Preparation Cost Cap is \$17.2 million.

“SREC” shall have the same meaning set forth in the RPS Rules and the RPS Act.

“Target Heat Rate” means 7550 BTU per kWh.

“Transmitting Utility” means any utility (including its control area operators) or RTO (including PJM) that transmits Energy from the Interconnection Point to the Delivery Point.

“Unforced Capacity” has the meaning assigned to such term in the PJM Rules.

“Unit” means each Energy Server forming a part of the Facility.

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SERVICE CLASSIFICATION "OL"  
OUTDOOR LIGHTING RATE

A. Availability

This rate applies throughout the territory served by the Company in the State of Delaware and is available to any applicant or existing Customer taking Delivery Service or the combined Electric Supply & Delivery Service from the Company for lighting of the customer's private property or for lighting public streets, highways and approved public and private areas.

B. Character of Service

Lighting service is available for any approved lighting source. Lumen values, wattage ratings and monthly kWh energy usage of light sources shall be based on the nominal lamp rating as listed by the manufacturers.

C. Terms of Service

1. Lighting service shall be for an initial term of three (3) years and thereafter from year to year until terminated by at least 30 days written notice by either party. The Company may require payment for removals of new installations in service for less than three (3) years.
2. Lamps used for outdoor lighting shall be lighted from dusk to dawn each night, approximately 4,100 hours per year.
3. Where the lighting unit is attached to a Company approved structure and is located along a public right-of-way, the lighting unit may extend over the public right-of-way or over the Customer's private property. The decision as to the location of a lighting unit on all Company approved structures shall be made by the Company in cooperation with the appropriate public authorities and/or property owners.
4. The Company shall supply energy for the combined Electric Supply & Delivery Service, relamp when necessary and maintain the lighting equipment which it owns. All other maintenance shall be at the Customer's expense unless service is provided under the provisions of this service classification under the service category identified as "Customer-Owned Equipment with Company Maintenance." Customers requiring service under unusual conditions, or whose service requirements are different from those provided for herein, may obtain such service under mutually acceptable contractual arrangements.
5. The Company will perform lamp renewals and/or maintenance during normal working hours within a reasonable period following notification by the Customer.
6. All installations must be accessible to Company trucks and personnel for installation, relamping and repairs.
7. The Company reserves the right to discontinue service, add a monthly rate surcharge or charge the customer time and material where the cost of providing service is excessive because of vandalism or other reasons.
8. The Company may require payment for the cost of changes in pole and/or luminaire locations requested by the Customer, other than those incidental to street or highway improvements. Also, if a Customer requests the Company to install luminaires at a greater mounting height than that which is achievable on existing poles or relocated poles, the Customer shall be required to pay the Company a Contribution-in-Aid-of-Construction to cover the costs of changing the pole to a taller pole and/or arranging the equipment to accommodate the greater mounting height.

SERVICE CLASSIFICATION "OL"  
OUTDOOR LIGHTING RATE - (Continued)

C. Terms of Service - (Continued)

9. The Customer may be required to make a payment toward the costs of installation and removal for changes in lamp size or type under the following conditions:
- a. The permanent replacement of a light when the lumen output of the lamp remains the same or decreases, and the age of the luminaire is 10 years or less.
  - b. Conversion from one light source to another when the lumen output of the lamp remains the same or decreases, and the age of the luminaire is 10 years or less.

Such payment shall be based on the undepreciated installed cost plus the removal cost less salvage.

10. The Customer shall be required to make a payment based on the actual cost of requested work for the temporary replacement and/or relocation of an existing light to a new location and the subsequent movement of the light back to its old location.
11. A request by the Customer to install a new light at the same location within 12 months of the removal of an existing light shall be considered a replacement of the existing light.
12. The extension of the Company's primary voltage distribution facilities solely for the electric delivery of outdoor lighting shall be paid for by the Customer as a Contribution-in-Aid-of-Construction.
13. A Contribution-in-Aid-of-Construction may be required for any Company provided lighting. The final design will determine when a Contribution-in-Aid-of-Construction will be required. The Company reserves the right to approve the final design.
14. The Company reserves the right to limit the number of lamp conversions for any Customer in any calendar year to no more than 5% of that Customer's total lamps served by the Company at the end of the previous calendar year.
15. The customer shall be responsible for the installation of all concrete foundations and conduits per Company specifications.

D. Monthly Rate Table

The Company shall provide outdoor lighting units and auxiliary equipment as listed in the rate tables under the following service categories. The rate tables show monthly rates for Delivery Service.

SERVICE CATEGORY

- |      |                         |   |
|------|-------------------------|---|
| A:   | Company Owned Equipment | The Company will install, own and maintain and supply electric energy for the combined Electric Supply & Delivery Service to the lighting system, including a standard luminaire installed on an existing Company structure or approved private structure provided by a secondary aerial circuit. The Company will also provide up to one span of aerial circuit per luminaire from an existing secondary facility in accordance with good engineering practices. |
| B&C: | Company Owned           | Same as Category A with high level metal pole for B and low level metal pole for Equipment C. Not available after June 1, 1984.   |

SERVICE CLASSIFICATION "OL"  
OUTDOOR LIGHTING RATE - (Continued)

D. Monthly Rate Table (Continued)

D: Customer Owned Equipment with Company Maintenance

Where the Public Lighting Customer installs, owns and maintains the lighting system, the Company will supply metered electric energy for the combined Electric Supply & Delivery Service, the Company may, under separate contract, provide maintenance services for the customer's private lighting system for such items as lamp renewals, glassware and photo-control device replacements, providing the lamp, glassware and photo-cell is of a type normally used by the Company and the installation meets Company specifications.

This service category is not available for private lighting Customers after July 1, 1991.

E: Energy Only:

Where the Public Lighting Customer installs, owns and maintains the lighting system, the Company will supply electric energy for the combined Electric Supply & Delivery Service and one span of aerial service in an aerial distribution area. For underground wiring, the Public Lighting Customer shall extend the lighting circuit to the nearest Company-owned and approved distribution facilities. This service category is not available for Private Lighting Customers.

This service category is not available for private lighting Customers after May 1, 2006

Monthly charges and rates under this Service Classification are shown on Tariff Leaf Nos. 50 through 52.

E. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with delivers to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

F. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable Standard Offer Service, rendered hereunder, unless the Customer is exempt from such tax.

G. Rules and Regulations

The general Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

H. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

SERVICE CLASSIFICATION "ORL"  
OUTDOOR RECREATIONAL LIGHTING RATE

A. Availability

This rate applies throughout the territory served by the Company in the State of Delaware and is available to non-profit organizations and local governmental entities where at least 90% of the total connected load is used for outdoor recreational lighting. Product offerings under this rate shall be limited to those lighting products currently specified by Company standards.

B. Contract Term and Billing

Standard contracts are for an initial period of one (1) year with automatic month to month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary. Bills will be rendered monthly. The Company will install and maintain the lighting system. The installed cost of the fixtures, poles and other installed equipment shall be paid by the customer upon execution of the contract. All equipment shall be the property of the Company. The customer shall be responsible for all on going maintenance and replacement costs of the poles, fixtures and other installed equipment. The Company shall be responsible for all on going maintenance costs of photo cell and bulb replacement.

C. Monthly Rate

The monthly charges and rates under this Service Classification are shown on Tariff Leaf No. 44.

D. Standard Offer Service

For a new or successive Customer, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for at least the first three business days for the account, during and after which the Customer shall have the right to provide the proper notice necessary to elect to purchase its electric supply from an Electric Supplier with delivers to begin on the Customer's account within three business days. For a Customer who has the right to select an Electric Supplier and has not exercised that right, the Company shall be the electric supplier and shall provide its combined Electric Supply & Delivery Service including Standard Offer Service for the Customer.

A Customer who has purchased its Electric Supply Services from an Electric Supplier other than the Company, and returns or is returned to the Company for Electric Supply Services for its account, subject to the Company's enrollment rules and tariff provisions as well as applicable laws and regulations, will remain with the Company's Standard Offer Service until its next enrollment with an Electric Supplier.

E. Primary Discount

Where service is supplied and metered at primary voltage and the Customer (organization) owns and maintains all transforming, switching, and protective equipment, the monthly bill as calculated in accordance with the standard rate table will be decreased by five percent (5%) before the application of any applicable supply charges under Standard Offer Service for the combined Electric Supply & Delivery Service and any tax imposed by governmental authority upon the Company sales.

SERVICE CLASSIFICATION "ORL" OUTDOOR  
RECREATIONAL LIGHTING RATE Cont'

A. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

B. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable Standard Offer Service, rendered hereunder, unless the Customer is exempt from such tax.

C. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

D. City of Wilmington Local Franchise Tax

In addition to the charges provided for in this Service Classification, City of Wilmington Local Franchise Tax shall apply to all services, rendered in the City of Wilmington.

## SERVICE CLASSIFICATION "X"

COGENERATION AND SMALL POWER PRODUCTION

## A. Availability

This rate schedule is available throughout the territory served by the Company in the State of Delaware and is applicable to purchases of electricity by the Company from cogenerators or small power producers which meet Federal qualifying standards and have a generating capacity of 1,000 kW or less.

## B. Delivery Voltage

The delivery voltage shall be the same as if the Qualifying Facility (QF) were purchasing similar quantities of electricity at the same delivery point, considering the load and operating conditions of said facility.

## C. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by the Company is necessary or Capacity Payments are made.

## D. Market Access

The Company's electric system is operated as part of the integrated electric system of the PJM Control Area, under the direction of the control area operator, regional transmission provider, and regional market administrator, PJM. Interconnection with the Company's electric system provides access to wholesale markets as follows:

1. Choice of Markets – Pursuant to 18 CFR §292.303(d) of the regulations, any net excess of the QF's energy and capacity will be transmitted as directed by the customer either (1) to the energy, capacity and ancillary services markets administered by PJM, for sale at such prices as may be available in those markets from time to time, or (2) to any bilateral purchaser (including the Company) or other market selected by the customer, for sale as negotiated between the customer and the purchaser.

2. Point of Delivery – Delivery to the PJM marketplace shall occur at the Interconnection Point under this schedule, provided, for market administration purposes, if the Interconnection Point is not located on a "generation bus" for which a Load Weighted Average Residual Metered Load Aggregate Locational Marginal Price is calculated by PJM, the nominal point of delivery to the PJM marketplace will be the PJM-recognized "generation bus" electrically most directly connected to the Interconnection Point. Delivery to a bilateral purchaser shall occur as arranged with PJM and other transmission providers; such arrangements are the responsibility of the customer.

## SERVICE CLASSIFICATION "X"

COGENERATION AND SMALL POWER PRODUCTION - (Continued)

## D. Market Access – (Continued)

3. Delivery Arrangements - Power generated and delivered by the QF will be metered for sale in the wholesale marketplace. The Company shall install, own, and maintain all metering equipment needed to measure the kilowatt-hours delivered to the Company. There is no Distribution Service charge for the Company's delivery of the QF's electrical output to the integrated system of the PJM Control Area. Power delivered by the Company to the Customer will be metered by the Company under the applicable retail rate schedule (for Standard Offer Service or for Delivery Service only, as defined in the Company's Rules and Regulations).

## E. Monthly Rate Table

Monthly Customer Charge: \$ 6.25 (To be paid by Customer)

Energy and Capacity Payments

Upon request, a QF interconnected with the Company under this schedule may sell its output to the Company for resale in the PJM markets in the following manner:

## 1. Energy Payments

The Company will sell the QF's energy in the PJM as-available hourly (real-time) energy market. The Company will pay the QF the hourly energy price received from PJM, less any associated PJM ancillary charges.

## 2. Capacity Payments

If the QF has been certified by PJM as a PJM Capacity Resource, the Company will offer the QF's capacity in the PJM multi-month capacity market, and in the short-term PJM capacity markets if any remains unsold in the seasonal market. The Company will pay the QF the capacity price received from PJM, less any associated PJM charges and less the out-of-pocket cost to the Company of compliance with PJM unit commitment and dispatch requirements with respect to the QF's capacity.

The Company offers the following alternative approaches to metering and payment for electricity for Qualified Facilities of 100 kW or less such that:

a) if the Qualifying Facility is a PJM Capacity Resource or seeks to be paid for electricity as delivered based on hourly LMP, an interval meter is to be installed and hourly LMP prices will be used; but

b) if the Qualifying Facility elects to sell electricity to the Company at an average monthly LMP rate regardless of when delivered and without a capacity payment, then the meter installation shall be a non-time differentiated device. Any such election shall be made no more frequently than annually.

## SERVICE CLASSIFICATION "X"

COGENERATION AND SMALL POWER PRODUCTION - (Continued)

## F. Interconnection with the Company's System

Interconnection with the Company's system requires the installation of protective equipment which, in the Company's judgment, provides safety for personnel; affords adequate protection against damage to the Company's system or to its customer's property; and prevents any interference with the Company's delivery and supply of service to others. The Company shall not be liable for any loss, cost, damage or expense to any party resulting from the use or presence of electric current or potential which originates from a cogenerator's or small power producer's generation facilities, except as the Company would be liable in the normal course of business. Such protective equipment shall be installed, owned and maintained by the cogenerator or small power producer at its expense. In addition, it may be necessary for the Company to extend or modify portions of its systems to accommodate the purchase of electricity from a cogenerator or small power producer. Should such extension or modification be necessary, all work shall be performed by the Company at the cogenerator's or small power producer's expense. For new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without Customer-owned generation.

At the Company's request, the cogenerator or small power producer shall furnish, install and maintain, at its own expense, corrective apparatus which results in an average power factor of not less than ninety percent (90%) lagging.

The Company's technical requirements for parallel operations shall be followed and are as stated in its document titled "Technical Considerations Covering Parallel Operations of Customer-owned Generation."

## G. Metering

The Company shall install, own and maintain an hourly interval meter and any other metering equipment needed to measure the kilowatt-hours delivered to the Company. At the Customer's option, the cogenerator or small power producer shall pay the installed cost of metering but the Company retains ownership of the meter. A monthly meter charge shall be assessed for the applicable meter listed below and shall remain constant over the term of the Customer's contract (for meters not listed below, a separate rate will be developed as necessary and as provided in Paragraph A, Section VIII of Delmarva's Electric Tariff):

<u>Monthly Metering Rates (To be paid by Customer)</u>	<u>Meter Equipment Rate</u>	<u>O&amp;M Rate</u>
Self-contained single phase-200 ampere	\$ 5.29	\$ 2.44
Self-contained three phase-200 ampere	\$ 6.90	\$ 2.44
Transformer rated three phase	\$14.05	\$ 2.44

Customers who elect to pay the installed cost of metering shall pay the Monthly O&M Rate. Where the Company provides and installs the metering equipment, the Customer shall pay the Monthly Meter Equipment Rate plus the Monthly O&M Rate.

## SERVICE CLASSIFICATION "X"

COGENERATION AND SMALL POWER PRODUCTION - (Continued)

## H. Cessation of Parallel Operation

Parallel operation must cease immediately and automatically during system outages and other emergency or abnormal conditions specified by the Company. The cogenerator or small power producer must cease parallel operation upon notification by the Company if such operation is determined to be unsafe, interferes with the delivery and supply of service to others, or interferes with system maintenance or operation. The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the cogenerator or small power producer to operate in compliance with Company requirements.

## I. Payment Terms

The Company shall read the meter at approximately 30-day intervals. Payment to the cogenerator or small power producer shall be first applied to outstanding bills and then accumulated up to a balance of twenty-five dollars (\$25.00) or more, which shall then be refunded.

## J. Failure to Comply

Failure of the cogenerator or small power producer to comply with any of the requirements set forth in Sections F and H above shall result in disconnection from the Company's system. After a second disconnection due to failure to comply, the Company may at its option disconnect the cogenerator or small power producer for a period of 30 days. During that period of time, the Company may petition the Commission to disqualify the owner of the facility from selling power to the Company. The Company may so petition at any time without disconnecting the qualifying facility but with good cause.

## K. Alternative Transactions

This Service Classification is premised upon the qualifying facility selling its entire generation output to the Company under the rates set forth herein and then purchasing its entire electric requirements from the Company under the regular rate schedule as applicable (a "simultaneous buy/sell") transaction. Two alternative transactions are available at the Customer's option as follows:

## SERVICE CLASSIFICATION "X"

COGENERATION AND SMALL POWER PRODUCTION - (Continued)

## K. Alternative Transactions – (Continued)

## 1. "Net Excess" Transaction

Under this option, the Customer generates to supply its own electrical load and sells to the Company market the generated energy in excess of its load and purchases only its requirements in excess of its generation. Two meters would be installed, one to meter the net hourly electrical flow from the Company to the Customer, and the other an interval meter to meter the hourly electrical flow from the Customer to the Company, both ratcheted to prevent reverse registration. The two meters would measure "net" electrical flow. The net flow from the Company would be billed at the Company's regular rate schedule as applicable, while the net flow to the Company would be paid to the Customer based on the rates, charges, terms and conditions. The appropriate monthly meter charge, as stated in Section G above, would apply for the interval meter measuring the net electrical flow from the Customer to the Company.

## 2. "No Sale" Transaction

Under this option, the Customer generates energy to supply all or a portion of its load and purchases any additional requirements from the Company. One meter would be installed, ratcheted to prevent reverse registration, with the type of meter installed as determined by the applicable regular rate schedule. The meter would measure the net electrical flow to the Customer, without offset for periods when the Customer's generation exceeded the Customer's electrical requirements, with billing at the Company's regular rate schedule as applicable. The monthly Customer and meter charges, as set forth in Sections E and G above, would not apply under this option.

## L. Filing Requirements

As approved in Order Nos. 4190, issued April 30, 1996, the Company shall file revised rates for this Service Classification every other year beginning with 1998, ending with the December 2007 filing per Order No. 7351 issued 1/22/2008. The currently effective rates were approved in Order Nos. 5206 and shall remain in effect until new rates are approved. This modification does not preclude any Rate "X" customer from filing a complaint to assert that the currently effective rates do not accurately reflect avoided costs.

## M. Public Utilities Tax

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services rendered hereunder, unless the Customer is exempt from such tax.

## N. Rules and Regulations

Except as herein modified, the Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

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RIDER "EP"ELECTRICITY PURCHASED BY THE COMPANY  
FROM COGENERATORS AND SMALL POWER PRODUCERS

Cogeneration and small power production facilities which meet Federal qualifying standards may elect to sell energy to the Company. The Company shall purchase such energy under Service Classification "X", Cogeneration and Small Power Production, from qualifying facilities with generating capacity of 1,000 kW or less. Purchases from qualifying facilities with generating capacity of greater than 1,000 kW shall be made under special contracts. The rates paid by the Company under such special contracts shall be related to the PJM market value of these sales.

The terms and conditions of purchase shall vary with the circumstances of each specific installation.

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**RIDER "PM"**  
**PEAK MANAGEMENT RIDER**

**A. Availability**

This Rider is available to any eligible Customer regardless of the Customer’s electric supplier and who is served under Service Classifications "MGS-S", "LGS-S", "GS-P" or "GS-T" having a demonstrated load reduction capability of one hundred kilowatts (100 kW) or more and who agrees to either establish a firm service level and curtail load to that level, or agrees to reduce load by a guaranteed amount upon the request of the Company, as set forth herein. The Company reserves the right to limit the total controllable demand served under this Rider on the Company's electric system. Availability is subject to the economic and technical feasibility of the installation of required Company equipment.

**B. Contract Term and Billing**

The Customer shall execute an agreement for service provided under this Rider. The agreement shall be for an initial term of twelve (12) months, and year to year thereafter, unless written notice to terminate is given by either party at least sixty (60) days prior to any expiration date. In addition, for agreements executed on and after July 31 of a given year, the initial term shall be for a minimum of twelve (12) months with a maximum term extending to the end of the next subsequent PJM planning period of May 31, and year to year thereafter, unless written notice to terminate is given by either party at least sixty (60) days prior to any expiration date. Also, if PJM reduces or eliminates the benefits of this program to the Company due to the Customer’s enrollment with an Electric Supplier, then the agreement will be subject to termination at the Company’s sole discretion on thirty (30) days notice.

In addition, the Company may enter into contractual commitments with customers that preserve the benefits of this program for the Company.

**C. Monthly Peak Management Demand Credit**

The Customer's monthly bill shall include a "Peak Management Credit" based upon the Peak Management Option selected by the Customer and the level of the Customer's Peak Management Billing Demand. Peak Management Credits will be applied during the billing months of June through October. The Peak Management Credits for contracts executed before June 20, 2000 are shown in the table below and shall remain in effect until the contract has expired or is terminated. For contracts executed on or after June 20, 2000, the Peak Management Credits are shown in the table below which shall be periodically updated based on the then effective applicable capacity payment under Service Classification “X”, Cogeneration and Small Power Production. If Service Classification “X” is terminated for any reason, the last effective applicable capacity payment shall be used as a basis for the Peak Management Credits for new, renewal or extension contracts executed on and after June 20, 2000.

Credits to be paid to the Customer under this Rider shall be applied, before applicable taxes, as part of the Customer's regular monthly General Service bill.

<u>Peak Management Billing Demand Credit</u>	Monthly June – October Peak Management Credits for Contracts executed Before June 20, 2000	Monthly June – October Peak Management Credits For Contracts executed On or after June 20, 2000
Option 1	\$ 6.00/kW	Sixty percent (60%) of Option 2
Option 2	\$ 10.00/kW	Prevailing PJM rate as described under paragraph C

**D. Peak Management Billing Demand**

Customers shall contract for either Option A. - Firm Service Level or Option B. - Guaranteed Load Drop as the method for determining their Peak Management Billing Demand. The selected option may not be changed until the expiration of the initial contract term or successive terms.

RIDER "PM"  
PEAK MANAGEMENT RIDER (Continued)

D. Peak Management Billing Demand - (Continued)

Option A - Firm Service Level

The Customer's "Peak Management Billing Demand" in any billing month shall be equal to the lesser of:

1. The Customer's maximum measured demand, as defined under the applicable General Service Classification, less the Customer's contract Firm Service Level, or
2. The Customer's maximum measured demand, as defined under the applicable General Service Classification, less the average of the maximum measured demand(s) recorded during each Peak Management Period for all events in the billing month. Each maximum measured demand recorded during each Peak Management event shall not be less than the Customer's contract Firm Service Level, or
3. Where applicable, the Customer's Maximum Peak Management Billing Demand as set forth in the Peak Management Agreement.

Such Peak Management Billing Demands shall not be less than zero.

Option B - Guaranteed Load Drop

The Customer's "Peak Management Billing Demand" in any billing month shall be equal to the lesser of:

1. The Customer's contract Guaranteed Load Drop, or
2. The Customer's maximum measured demand, as defined under the applicable General Service Classification, less the average of the maximum measured demand(s) recorded during each Peak Management Period for all events in that billing month. Each maximum measured demand recorded during each Peak Management Period event shall not be less than the Customer's expected maximum demand less the Customer's contract Guaranteed Load Drop.

Such Peak Management Billing Demand shall not be less than zero.

E. Firm Service Level or Guaranteed Load Drop

Customers shall contract for a Firm Service Level for Option A or a Guaranteed Load Drop for Option B. The amounts specified in either option will provide for a minimum load reduction of 100 kilowatts. Customers shall be subject to Peak Management Period(s) from June 1 through September 30 between the on-peak hours of 9 a.m. and 10 p.m. on any weekday and during other times throughout the year as may be required to mitigate a system emergency. Where a Peak Management Period is declared during such off-peak and/or non summer periods and a Customer is unable to comply due to operational conditions, the penalty for non-compliance will be waived for that event.

F. Changes in Firm Service Level or Guaranteed Load Drop

Upon ninety (90) days written notice, subject to approval by the Company, the Customer may increase the Firm Service Level or decrease Guaranteed Load Drop amount and/or reestablish selected peak management option for the upcoming peak management season. However, the Customer, upon thirty (30) days written notice and subject to company approval, may decrease the Firm Service Level or increase Guaranteed Load Drop. After the initial three seasons of participation under this Rider, any increase in Customer's Firm Service Level or reduction in Guaranteed Load Drop amount shall not exceed twenty-five (25) percent of the level established during the most recent peak management season. Except that, Customer's Firm Service Level may be increased upon one (1) month's written notice to reflect the addition of load, as verified by the Company. The specified Firm Service Level or Guaranteed Load Drop shall, after adjustment, continue to provide for a minimum load reduction of 100 kW.

## RIDER "PM"

PEAK MANAGEMENT RIDER (Continued)

## G. Peak Management Compliance

The Company shall provide a minimum of one-hour notice prior to initiating a Peak Management Period. The maximum recorded demand of the Customer must be reduced to a level at or below the Customer's contract Firm Service Level or provide the Guaranteed Load Drop, by the beginning of the Peak Management Period. The Customer's demand must be maintained at or below Customer's contract Firm Service Level or the Customer must provide the Guaranteed Load Drop until the end of the Peak Management Period. The Company is solely responsible for determining the need for initiating a Peak Management Period.

## H. Peak Management Options Available

The Customer has the option to contract for either one of the two Peak Management Options listed below which will determine the Peak Management Billing Demand Credit that the Customer will receive.

<u>Peak Management Options</u>	<u>Maximum Duration of Peak Management Period</u>	<u>Maximum Number of Peak Management Periods Per Calendar Year</u>	<u>Annual Maximum Hours</u>
1	4 Hours	20	80
2	8 Hours 4 Hours Minimum	40	160

## I. Penalty for Non-Compliance

Except as provided for in Section E, if, upon request by the Company to the Customer, the Customer fails to effect the reduction to the applicable Firm Service Level or provide the Guaranteed Load Drop, the Customer shall be subject to a penalty as follows: The Company shall record the measured demands established by the Customer during each Peak Management Period(s) of the billing month. The maximum such demand in excess of Customer's contract Firm Service Level or Load Drop Shortfall, depending upon the option selected by the Customer, shall be recorded during each Peak Management Period. The Load Drop Shortfall equals 1) the Customer's contract Guaranteed Load Drop, minus 2) The maximum measured demand, as defined under the applicable General Service Classification, less the maximum measured demand established during each Peak Management Period. The Load Drop Shortfall shall not be less than zero.

At the Company's discretion, the Load Drop Shortfall may be reviewed and adjusted based upon more detailed available information to better reflect the Customer's actual Peak Management performance.

The sum of such recorded excess demand or Load Drop Shortfall shall be divided by the number of Peak Management Periods designated by the Company during the billing month to determine the Customer's average "Non-Compliance Demand".

The Customer's penalty for non-compliance for the billing month shall equal the product of the Non-Compliance Demand and two (2) times the applicable Peak Management Credit for the billing month. The total penalty for non-compliance during the last twelve (12) months shall not exceed the total Peak Management Credits provided to the Customer in the most recent twelve (12) months, beginning with August 1, 2002. Except that, the Company shall waive the application of the Non-Compliance Demand penalty during the Customer's first billing month of operation under this Rider.

The Company has the right to terminate the Peak Management contract of a Customer who fails to comply with a request for load reduction during a Peak Management Period.

RIDER "PM"  
PEAK MANAGEMENT RIDER (Continued)

J. Billing Demand Free Periods

After each of the Peak Management Period(s) is terminated, the day's remaining on-peak hours will not be utilized to establish a billing demand.

K. Company Equipment

The Customer will allow the Company to install, own and maintain the equipment required for the purpose of administering this Rider. Such equipment shall be installed by the Company at no direct cost to the Customer.

RIDER "NEM"  
NET ENERGY METERING RIDER

**A. Availability**

This rider is available to any Delivery Service Customer served under Service Classifications "R", "R-TOU-ND", "OL", "ORL", "PIV", "SGS-ND", "MGS-S", "LGS", "GS-P" or "GS-T". (For Customers wishing to participate in Aggregated Net Energy Metering (ANEM) or a Community Energy Facility (CEF), refer to the rider "ANEM" or riders "CEF-O", "CEF-AC", and "CEF-S" sections of this tariff.) Rider "NEM" is available to an individual Customer who owns and operates; leases and operates; or contracts with a third party who owns and operates a Grid-Integrated Electric Vehicle, or a generator located behind-the-meter of the Customer (a customer-generator) that:

1. For residential Customers which has a capacity of not more than 25 kilowatts<sub>AC</sub>, for non-residential Customers, a capacity of not more than 2 megawatts<sub>AC</sub>, and for farm Customers, a capacity that will not exceed 100 kW<sub>AC</sub> unless granted exception to this limitation by the Delaware Energy Office;
2. Uses as its primary source of fuel: solar, wind, hydro, a fuel cell, gas from the anaerobic digestion of organic material, or is a Grid-Integrated Electric Vehicle(s);
3. Is interconnected and operated in parallel with the Company's transmission and/or distribution facilities; and
4. Is located on the Customer's premise and generates electricity behind Customer's meter.
5. Is designed to produce no more than 110% of the Customer's expected individual meter electrical consumption, calculated on the average of the two previous 12-month periods of actual electrical usage at the time of installation of the customer-generator and subject to the capacity limits specified above. For new building construction or in instances where less than two previous 12-month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of the customer-generator and subject to the same capacity limits specified above.

Nothing in this rider is intended in any way to limit eligibility for net energy metering services based upon direct ownership, joint ownership, or third-party ownership or financing agreement related to a customer-generator, where net energy metering would otherwise be available.

If the total generating capacity of all net metered customer-generators served by the Company exceeds 8 percent (8%) of the capacity necessary to meet the electric utility's aggregated Customer monthly peak demand for a particular calendar year, the Company may elect not to provide net metering services to any additional customer-generators.

RIDER "NEM"  
NET ENERGY METERING RIDER

**B. Connection to the Company's System**

Any Customer who elects this rider must submit a completed NEM rider application and/or a generator interconnection application with the Company available at:

<https://www.delmarva.com/SmartEnergy/MyGreenPowerConnection/Pages/ApplyingforInterconnection.aspx>

to be reviewed by the Company prior to installation of the customer-generator. The customer-generator shall not be connected and operated in parallel to the Company's system unless it meets all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers, including compliance with IEEE 1547, Underwriters Laboratories, and as currently detailed in the [Technical Considerations Covering Parallel Operations of Customer Owned Generation](#) for less than or over one megawatt, and the applicable codes of the local public authorities. Special attention should be given to the National Electrical Code Sections 690 and 705. The Customer must obtain, at the Customer's expense, all necessary inspections and approvals required by the local public authorities before the customer-generator is connected to the Company's electric system. The customer-generator shall be connected in parallel operation with the Company's electric system and shall have adequate protective equipment as described in Section H below.

**C. Delivery Voltage**

The delivery voltage of the customer-generator shall be at the same voltage level and at the same delivery point as if the Customer were purchasing all of its electricity from the Company.

**D. Contract Term**

The contract term shall be same as that under the Customer's applicable Service Classification.

**E. Monthly Rates, Rate Components and Billing Unit Provisions**

The monthly rates, rate components and billing unit provisions shall be those as stated under the Customer's applicable Service Classification. The applicable Service Classification for a Customer subject to Rider NEM is determined by the Customer's net usage for which it is billed as set forth in this section. During any billing period when a customer-generator produces more energy than the Customer's on-site consumption, the Company will provide an Excess kWh Credit for the excess energy produced. For both residential and non-residential Customers, Excess kWh Credits shall be applied to offset the kWh delivered to the Customer. During any billing period prior to the end of the Annualized Billing Period, the application of Excess kWh Credits will result in the reduction of cost paid by the Customer for the equivalent volumetric energy (kWh) components of the Supply Service Charge and the Distribution Service Charge, not including the charges for societal benefits programs. The calculation for Excess kWh Credits excludes the societal benefits programs components. In accordance with 26 Del. C. §1014 (e)(1)(b), the societal benefits programs include 1) Green Energy Fund 2) Low Income Fund 3) Renewable Portfolio Standard charge 4) Service Classification "QFCP-RC" Charge, Section G, and 5) Energy Efficiency ("EE") surcharge. The charges for the societal benefits programs will be assessed using the delivered kWh (not net kWh) provided to the customer during the billing period. Excess kWh credits that exceed the kWh delivered to the customer in a given bill period shall be credited to subsequent billing periods to offset a Customer's consumption in those billing periods until all credits are used. During those subsequent billing periods prior to the end of the Annualized Billing period, the application of Excess kWh Credits will result in the reduction of cost paid by the Customer for the equivalent volumetric energy (kWh) components of the Supply Service Charge and the Distribution Service Charge, not including the charges for societal benefits programs.

RIDER "NEM"  
NET ENERGY METERING RIDER

**E. Monthly Rates, Rate Components and Billing Unit Provisions – (Continued)**

1. Any excess kWh credits shall not reduce any fixed monthly Customer charges, or any charges for societal benefits programs, imposed by the Electric Supplier.
2. The electric suppliers shall provide net-metered Customers electric service at nondiscriminatory rates that are identical, with respect to rate structure and monthly charges, to the rates that a Customer who is not net-metering would be charged. Electric Suppliers shall not charge a net-metering Customer any stand-by fees or similar charges.
3. If a Net Metering Customer terminates its service with the Electric Distribution Company or changes Electric Supplier, the Electric Supplier terminating service shall treat the end of service period as if it were the end of the Annualized Billing Period for any excess kWh credits.
4. Until the Company has issued a written approval to the customer-generator authorizing connection to the distribution and /or transmission system, **no current or past unauthorized excess kWh credits will be issued to the Customer account(s).**

Delivery Service Customers (without energy supplied by Delmarva Power) must arrange for crediting or payment of the value of excess generation from their Electric Supplier.

**F. Annualized Billing Period**

For Energy Supply and Delivery Service Customers, at the end of the Annualized Billing Period, the Company will not reimburse, credit, or otherwise remunerate a Customer for any excess kWh credits. Excess kWh Credits at the end of the annualized billing period shall revert to the Company. However, the Company may enter into a power supply agreement with a farm customer using agricultural lands subject to agricultural use as defined in 3 *Del C.* § 902(3) the Delaware Code; provided that nothing herein shall prohibit the Company from entering into contracts with farm customers that allow or provide for the procurement, crediting, or carryover of Excess kWh Credits at the end of an Annualized Billing Period.

**G. Renewable Energy Credits**

The Customer shall retain ownership of Renewable Energy Credits (RECs) associated with electric energy produced from all eligible energy resources of the customer-generator and consumed by the Customer unless the Customer has relinquished such ownership by contractual agreement with a third party.

**H. Metering**

Unless otherwise specified by PJM, a smart meter at the Customer's location shall measure the net energy consumed by the Customer or the net energy delivered by the customer-generator for each hour during the monthly billing period. The Company shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this rider, the Company shall provide a watt-hour energy meter programmed to measure the net watt-hours consumed by the Customer or the net watt-hours delivered by the Customer to the Company for the monthly billing period. Where a larger capacity meter is required to serve the Customer that has a customer-generator, or a larger capacity meter is requested by the Customer, the Customer shall pay the Company the difference between the larger capacity meter investment and the metering investment normally provided under the Customer's Service Classification. The cost to residential customers shall not exceed \$200.

RIDER "NEM"  
NET ENERGY METERING RIDER

**I. Interconnection to the Company's System**

Interconnection with the Company's system requires the installation of protective equipment which provides safety for personnel, affords adequate protection against damage to the Company's system or to the Customer's property, and prevents any interference with the Company's supply of service to other Customers. Such protective equipment shall be installed, owned and maintained by the Customer at the Customer's expense.

If it is necessary for the Company to extend or modify portions of its systems to accommodate the delivery of electricity from the customer-generator, such extension or modification shall be performed by the Company at the Customer's expense. For new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without the customer-generator.

The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the Customer to operate in compliance with Company's requirements. The Company shall not be liable for any loss, cost, damage or expense to any party resulting from the use or presence of electric current or potential which originates from the customer-generator, except as the Company would otherwise be liable under the Company's Delaware electric tariff. Connection by the Utility under this rider does not imply that the Utility has inspected or certified that any customer-generator has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the customer-generator and must be provided to the Company prior to system acceptance and parallel operation with the utility system.

Any requirements necessary to permit interconnected operations between the Net Energy Metering Customer and the Company, and the costs associated with such requirements, shall be dealt with in a manner consistent with a standard tariff filed with the Commission by the Company. The Company's Interconnection Standards were developed using the Interstate Renewable Energy Council's Model Interconnection Rules and best practices identified by the U.S. Department of Energy. The Company's current Interconnection Standards agreement, including applicable fees, is on file with the Commission and available on the Company web site at: <http://www.delmarva.com/home/requests/interconnection/>.

The Company shall not require eligible customer-generators who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

**J. Cessation of Parallel Operation**

The customer-generator must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company's primary electric source. The Customer must also cease parallel operation upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company's system maintenance or operation. Generation systems and equipment that comply with the standards established in Section B shall be deemed by the Company to have generally complied with the requirements of this section. For systems not covered by the standards in Section B, the "Technical Requirements" shall apply.

RIDER "NEM"  
NET ENERGY METERING RIDER

**K. Failure to Comply**

If the Customer fails to comply with any of the requirements set forth in sections I and J above, **the Company may disconnect the Customer's service** from the Company's electric system until the requirements are met, or the customer-generator is disconnected from the Company's electric system.

**L. Public Utility Tax**

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

**M. Rules and Regulations**

The Commission shall periodically review the impact of net-metering rules in this section and recommend changes or adjustments necessary for the economic health of utilities.

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

**N. Disputes**

Net metering disputes heard before the Delaware Public Service Commission shall be limited to the correct application of Commission-approved tariffs to be resolved by the Commission. All other disputes with the Company shall be resolved by the appropriate governing body with jurisdiction over such disputes.

RIDER "ANEM"  
AGGREGATED NET ENERGY METERING RIDER

**A. Availability**

This Rider is available to any Customer with multiple meters served under Service Classifications "R", "R-TOU-ND", "PIV", "SGS-ND", "MGS-S", "LGS", "GS-P" and/or "GS-T". (For groups of Customers wishing to participate in a Community Energy Facility (CEF), refer to the riders "CEF-O", "CEF-AC", and "CEF-S" sections of this tariff.) Rider "ANEM" is available to individual Customers who own and operate; lease and operate; or contract with a third party who owns and operates a Grid-Integrated Electric Vehicle or an electric generation facility that:

1. For residential Customers which have a capacity of not more than 25 kilowatts<sub>AC</sub> per Company meter, for non-residential Customers, a capacity of not more than 2 megawatts<sub>AC</sub> per Company meter, and for farm Customers, a capacity that will not exceed 100 kW<sub>AC</sub> per Company meter unless granted exception to this limitation by the Delaware Energy Office. When the Customer's multiple meters include multiple service classifications, the maximum facility capacity will be the cumulative total of these meter capacity limits subject to the limit described in Section A (4) below;
2. Uses as its primary source of fuel: solar, wind, hydro, a fuel cell, or gas from the anaerobic digestion of organic material, or is a Grid-Integrated Electric Vehicle(s);
3. Is interconnected and operated in parallel with the Company's transmission and/or distribution facilities;
4. Is designed to produce no more than 110% of the Host Customer's expected aggregated meters electrical consumption, calculated on the average of the two previous 12-month periods of actual electrical usage at the time of installation of the energy generating equipment and subject to the capacity limits specified above. For new building construction or in instances where less than two previous 12-month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of the energy generating equipment and subject to the same capacity limits specified above;
5. Is owned by one Customer that is the same person or legal entity which has multiple meters under the same account or different accounts, regardless of the physical location and rate class. The Customer may aggregate the meters for the purpose of net metering regardless of which individual meter receives energy from a Customer Generator Facility provided that:
  - i) Delmarva Power shall allow meter aggregation for Customer accounts of which Delmarva Power provides electric supply service; and
  - ii) The Customer-Generator Facility complies with Sections 1 through 5 above; and
  - iii) At least ninety days before a Customer can participate under this tariff, the Customer shall file a tariff application with the Company available at: <https://www.delmarva.com/SmartEnergy/MyGreenPowerConnection/Pages/ApplyingforInterconnection.aspx>; and include the following information:
    - a) a list of individual meters the Customer seeks to aggregate, identified by name, address, rate schedule, and account number, and ranked according to the order in which the Customer desires to apply credit; and

RIDER "ANEM"  
AGGREGATED NET ENERGY METERING RIDER

**A. Availability – (Continued)**

- b) a description of the Customer-Generator Facility, including the facility's location, capacity, and fuel type or generating technology, and;
  - c) PJM queue number(s) for the Customer's generator(s);
- iv) The Customer may change its list of aggregated meters no more than once annually by providing ninety days' written notice; and
- a) Credit shall be applied first to the meter through which the Customer-Generator Facility supplies electricity, then through the remaining meters for the Customer's accounts according to the rank order as specified in accordance with Section A 5(iii)a; and
  - b) Credit in kilowatt-hours (kWh) shall be valued according to Section E and each account's rate schedule as specified in Section A 5(iii)a; and
  - c) Delmarva Power may require that a Customer's aggregated meters be read on the same billing cycle;

If the total generating capacity of all Customer-generation using net metering systems served by the Company exceeds 8 percent (8%) of the capacity necessary to meet the electric utility's aggregated Customer monthly peak demand for a particular calendar year, the Company may elect not to provide net metering services to any additional Customer-generators; and

Nothing in this tariff is intended in any way to limit eligibility for Aggregated Net Energy Metering services based upon direct ownership, joint ownership, or third-party ownership or financing agreement related to an electric generation facility, where Aggregated Net Energy Metering would otherwise be available.

This Rider is not available to Customers served under Service Classification "X", Cogeneration and Small Power Production.

**B. Connection to the Company's System**

Customer-generator(s) participating in Aggregated Net Energy Metering must, at its expense, enter the generator queue to be studied by PJM, the regional transmission operator ([www.PJM.com](http://www.PJM.com)), and receive written approval to interconnect with the Company's electrical distribution or transmission system. The customer-generator(s) shall be connected in parallel operation with the Company's electric system and shall have adequate protective equipment as described in Section G below.

RIDER “ANEM”  
AGGREGATED NET ENERGY METERING RIDER

**C. Delivery Voltage**

The delivery voltage of the electric generation facility shall be at the same voltage level and at the same delivery point as if the Customer were purchasing all of its electricity from the Company.

**D. Contract Term**

The contract term shall be same as that under the Customer’s applicable Service Classification.

**E. Monthly Rates, Rate Components and Billing Unit Provisions**

The monthly rates, rate components and billing unit provisions shall be those as stated under the Customer’s applicable Service Classification. During any billing period when a Customer-Generator Facility produces more energy than the Customer’s aggregate total kWh consumption, the Company will provide an Excess kWh Credit for the excess energy produced. For both residential and non-residential Customers, Excess kWh Credits shall be applied to offset the kWh delivered to the Customer. During any billing period prior to the end of the Annualized Billing Period, the application of Excess kWh Credits will result in the reduction of cost paid by the Customer for the equivalent volumetric energy (kWh) components of the Supply Service Charge and the Distribution Service Charge, not including the charges for societal benefits programs. The calculation for Excess kWh Credits excludes the societal benefits programs components. In accordance with 26 *Del. C.* §1014 (e)(1)(b), the societal benefits programs include 1) Green Energy Fund 2) Low Income Fund 3) Renewable Portfolio Standard charge 4) Service Classification “QFCP-RC” Charge, Section G, and 5) Energy Efficiency (“EE”) surcharge. The charges for the societal benefits programs will be assessed using the delivered kWh (not net kWh) provided to the customer during the billing period. Excess kWh credits that exceed the kWh delivered to the customer in a given bill period shall be credited to subsequent billing periods to offset a Customer's consumption in those billing periods until all credits are used. During those subsequent billing periods prior to the end of the Annualized Billing period, the application of Excess kWh Credits will result in the reduction of cost paid by the Customer for the equivalent volumetric energy (kWh) components of the Supply Service Charge and the Distribution Service Charge, not including the charges for societal benefits programs.

RIDER "ANEM"  
AGGREGATED NET ENERGY METERING RIDER

**E. Monthly Rates, Rate Components and Billing Unit Provisions - (Continued)**

- 1) Any excess kWh credits shall not reduce any fixed monthly Customer charges, or any charges for societal benefits programs, imposed by the Electric Supplier.
- 2) The Customer shall retain ownership of Renewable Energy Credits (RECs) associated with electric energy produced from all eligible energy resources of the Customer-Generator Facility and consumed by the Customer unless the Customer has relinquished such ownership by contractual agreement with a third party.
- 3) The electric suppliers shall provide Aggregated Net Energy Metering Customers electric service at nondiscriminatory rates that are identical, with respect to rate structure and monthly charges, to the rates that a Customer who is not net-metering would be charged. Electric Suppliers shall not charge a net-metering Customer any stand-by fees or similar charges.
- 4) If an Aggregated Net Metering Customer terminates its service with the Electric Distribution Company or changes Electric Supplier, the Electric Supplier terminating service shall treat the end of service period as if it were the end of the Annualized Billing Period for any excess kWh credits.
- 5) Until the participating customer-generator(s) has received written approval authorizing connection to the Company's distribution and /or transmission system and the customer has met all other requirements of this Rider, no current or past excess credits will be issued to the Customer account(s).

**F. Annualized Billing Period**

For Energy Supply and Delivery Service Customers, at the end of the Annualized Billing Period, the Company will not reimburse, credit, or otherwise remunerate a Customer for any excess kWh credits. Excess kWh Credits at the end of the annualized billing period shall revert to the Company. However, the Company may enter into a power supply agreement with a farm customer using agricultural lands subject to agricultural use as defined in 3 *Del C.* § 902(3) the Delaware Code; provided that nothing herein shall prohibit the Company from entering into contracts with farm customers that allow or provide for the procurement, crediting, or carryover of Excess kWh Credits at the end of an Annualized Billing Period.

**G. Metering**

Unless otherwise specified under the PJM interconnection process, the watt-hour energy meter at the Customer's location shall measure the net energy consumed by the Customer or the net energy delivered by the Customer's electric generation facility for the monthly billing period. The Company shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Rider, the Company shall provide, a watt-hour energy meter programmed to measure the net watt-hours consumed by the Customer or the net watt-hours delivered by the Customer to the Company for the monthly billing period. Where a larger capacity meter is required to serve the Customer that has an electric generation facility, or a larger capacity meter is requested by the Customer, the Customer shall pay the Company the difference between the larger capacity meter investment and the metering investment normally provided under the Customer's Service Classification. The cost to residential customers shall not exceed \$200.

RIDER "ANEM"  
AGGREGATED NET ENERGY METERING RIDER

**H. Protective Equipment and Cessation of Parallel Operation**

Interconnection with the Company's system requires the installation of protective equipment which provides safety for personnel, affords adequate protection against damage to the Company's system or to the Customer's property, and prevents any interference with the Company's supply of service to other Customers. Such protective equipment shall be installed, owned and maintained by the Customer at the Customer's expense. The Customer's equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company's primary electric source. The Customer must also cease parallel operation upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company's system maintenance or operation.

**I. Modification of the Company's System and Liability**

If it is necessary for the Company to extend or modify portions of its systems to accommodate the delivery of electricity from the electric generation facility, such extension or modification shall be performed by the Company at the Customer's expense. Unless otherwise specified under the PJM interconnection process for new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without the Customer's electric generation facility.

The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the Customer to operate in compliance with Company's requirements. The Company shall not be liable for any loss, cost, damage or expense to any party resulting from the use or presence of electric current or potential which originates from the Customer's electric generation facility, except as the Company would otherwise be liable under the Company's Delaware electric tariff. Connection by the Utility under this Rider does not imply that the Utility has inspected or certified that any Customer-generator's facility has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the Customer-generator and must be provided to the Company prior to system acceptance and parallel operation with the utility system.

The Company shall not require eligible Aggregated Net Energy Metering Customers who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

RIDER "ANEM"  
AGGREGATED NET ENERGY METERING RIDER

**J. Failure to Comply**

If the Customer fails to comply with any of the requirements set forth in sections H and I above, **the Company may disconnect the Customer's service** from the Company's electric system until the requirements are met, or the customer-generator(s) is disconnected from the Customer's electric system.

**K. Public Utilities Tax**

In addition to the charges provided for in this Service Classification, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the Customer is exempt from such tax.

**L. Rules and Regulations**

The Commission shall periodically review the impact of net-metering rules in this section and recommend changes or adjustments necessary for the economic health of utilities.

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Service Classification.

**M. Disputes**

Aggregated Net metering disputes heard before the Delaware Public Service Commission shall be limited to the correct application of Commission-approved tariffs to be resolved by the Commission. All other disputes with the Company shall be resolved by the appropriate governing body with jurisdiction over such disputes.

DYNAMIC PRICING  
RIDER "DP"  
"PEAK ENERGY SAVINGS CREDIT"

A. Applicability

For the period June 1, 2012 – May 31, 2013:

This Rider is applicable to customers who:

1. Take electric service under Service Classifications R, and Space Heating R;
2. Receive Standard Offer Service under Rider SOS;
3. Have Advanced Metering Infrastructure (AMI) System smart meters furnished by the Company; and
4. Are included in the Field Acceptance Test Program.

For the period June 1, 2013 – May 31, 2014:

This Rider is applicable to customers who:

1. Take electric service under Service Classifications R, Space Heating R;
2. Receive Standard Offer Service under Rider SOS;
3. Have Advanced Metering Infrastructure (AMI) System smart meters furnished by the Company; and
4. Take electric service under Service Classifications SGS-ND, and MGS, and are included in the non-residential Field Acceptance Test Program.
5. Customers currently taking service Rider HPS (Hourly Priced Service) would not be eligible to take service under Rider DP.

Effective June 1, 2014:

This Rider is applicable to customers who:

1. Take electric service under Service Classifications R and Space Heating R, PIV, with the exception of R-TOU-ND and NEM,
2. Take electric service under Service Classifications SGS-ND and MGS,
3. Receive Standard Offer Service under Rider SOS; and
4. Have Advanced Metering Infrastructure (AMI) System smart meters furnished by the Company.
5. Customers currently taking service under Rider HPS (Hourly Priced Service) would not be eligible to take service under Rider DP.

DYNAMIC PRICING  
RIDER “DP” – (continued)  
“PEAK ENERGY SAVINGS CREDIT”

B. Pricing Options

Rider “DP” is applicable to the SOS Supply portion of the customer’s bill. All customers served under Rider “DP” will be placed on a Critical Peak Rebate (CPR) pricing structure. A customer has the option to take service under the applicable standard SOS rates delineated in Rider SOS at any time. The customer may opt out by contacting the Company directly.

C. Billing

Critical Peak Rebate Billing - CPR

Under CPR, the SOS Generation Service portion of the customer’s bill will be modified by a credit calculated by applying the Critical Peak Rebate to the positive difference calculated when actual kWh consumption is subtracted from a Customer Base Line (CBL) level of consumption during certain high cost hours designated by the Company. All kilowatt-hour usage, including the kWh actually consumed during Critical Peak periods, will be priced at the normally applicable Rider SOS rate.

CPR CRITICAL PEAK REBATE PRICES  
(Effective June 1, 2023)

Rate	Critical Peak Rebate (\$/kWh)
R	\$ 1.25
RSH	\$ 1.25
SGS	\$ 1.25
MGS	\$ 1.25
LGS	NA
GSP	NA

DYNAMIC PRICING  
RIDER “DP” – (continued)  
“PEAK ENERGY SAVINGS CREDIT”

D. Terms and Conditions

1. Meter Reading

The hourly readings of the Smart Meter will be aggregated into the Critical Peak and non-Critical Peak periods designated by the Company, to the nearest multiple of the meter constant, and bills rendered accordingly.

2. Customer Base Line (CBL)

The CBL is calculated as the average of the customer’s use during similar critical peak hours for the three days with the highest use during the prior 30-day period. Weekends, holidays, the day prior to a critical peak event, and critical peak days are not included in this calculation.

3. Critical Peak Events

Events will normally be called on weekdays during the period from May 1 through September 30. Each Critical Peak Event may occur from 12 p.m. through 8 p.m., and last a maximum of 6 hours. Critical Peak Events may be called in situations including, but not limited to, when day-ahead PJM Load Weighted Average Residual Metered Load Aggregate Locational Marginal Prices (LMP) are higher than normal. Critical Peak Events may also be called during periods of PJM or Company system emergencies, which may occur at any time during the year.

E. Notification

The Company will make a reasonable attempt to notify Customers of an anticipated Critical Peak Event by 8 p.m. of the day prior to an event. Customers will receive an automated phone call, email, or text message, or combination thereof, at the customer’s option, notifying them that a critical peak event will occur on the following day. Customers may also contact Delmarva Power customer service via a toll free number for pricing information or visit the Delmarva Power website at [www.delmarva.com](http://www.delmarva.com).

F. Annual Update

The Company will update the Critical Peak Rebates stated above in an annual filing on March 1 to reflect the most recently available PJM capacity and energy market prices. Adjustments resulting from customer response to the price signals and net proceeds from participating in PJM demand response programs will be reflected in the annual Procurement Cost Adjustment (PCA) update beginning after 2014.

## SERVICE CLASSIFICATION "NCR"

NEGOTIATED CONTRACT RATE

## A. Purpose

The Negotiated Contract Rate (the "NCR") is intended to enable the Company to respond to Customer needs and the increasingly competitive forces in the energy and delivery services market. It shall be used by the Company to respond to competitive pricing situations resulting from fuel switching, facility relocation or expansion, partial or complete plant production shifting, and potential physical bypass. The Company shall use the provisions of this Service Classification only after a determination that other existing tariff options will not meet the Customer's needs.

## B. Eligibility

The NCR is available to Customers who would otherwise be eligible for service from the Company under Service Classifications "GS-P" and "GS-T", and qualify as specified herein. Customer qualification shall be based upon meeting each of the following criteria as determined by the Company:

- (a) The Customer has an economic competitive alternative to full or partial service from the Company's standard tariff rates;
- (b) The Customer is likely to select such an alternative if the Company does not provide a negotiated contract rate offer; and
- (c) The Customer will provide net revenues above the incremental costs to provide service.

The Company shall determine eligibility based upon information supplied by the Customer. The Company's evaluation of the application shall consider the economics of the competitive alternative, as well as the practical aspects of securing that alternative (e.g., ability to secure environmental permitting, feasibility studies, switching ability, ability to secure required capital).

The availability of the NCR may be limited or discontinued from time to time, as the Company determines is appropriate and the Delaware Public Service Commission approves.

## C. Service Options

If, after reviewing the Customer's application for service, the Company concludes that the Customer meets all the eligibility requirements listed above, the Company shall enter into negotiations with the Customer for the purpose of offering such services as are believed to meet the Customer's requirements. Competitive offers may be made in a manner which provide the Customer with increased choices for service. Service options differentiated by contract term, contract quantity, pricing options, and service attributes may be made available to the qualifying Customer. The agreed upon services shall be specifically described within the Customer Contract.

## D. Contract

Eligible Customers requesting this Service Classification will be presented with a Contract, which specifies the terms and conditions of the contractual agreement between the Company and Customer. The Contract shall establish the otherwise applicable Service Classification for the Customer. The Customer must sign the Contract prior to commencement of this service and any investment by the Company. Service under the contractual agreement will commence on the date as specified in the Contract.

## SERVICE CLASSIFICATION "NCR"

NEGOTIATED CONTRACT RATE (Continued)

## E. Confidentiality

The Contract shall be considered a confidential document between the Company and Customer. By signing the Contract, the Customer and the Company agree not to share the Contract or information contained within the Contract with anyone except the parties to the contract, the Delaware Public Service Commission and the Office of the Public Advocate, unless given written consent from the other party. Violations by the Customer of the confidentiality agreement shall permit the Company to terminate the contract with the Customer and reclassify the Customer by assigning the Customer to the appropriate Service Classification. The Customer shall also be responsible for the additional damages or prejudices to any other existing or potential contracts resulting from the breach of confidentiality.

## F. Pricing Options

Pricing shall be determined on a case-by-case basis according to the nature of the competitive situation. The final arrangements between the Company and Customer shall be included in the Contract.

## G. Contract Termination Clause

The contract between the Company and Customer shall include penalty provisions for early contract cancellation. If at any time prior to the end of the contract term, the Customer elects to terminate the contractual agreement with the Company without exercising an option for continuing service, the Customer shall be obligated to the terms for cancellation as specified within the Contract.

## H. Increase In Rates And Charges

Unless specifically stated within the Contract, energy sales under this Service Classification shall be subject to any applicable electric supply services charge and those provisions as described in the Tariff.

Customers subscribing to this Service Classification shall be assessed all surcharges of the otherwise applicable Service Classification.

The rates and charges under this Service Classification, including any applicable electric supply services charges and all applicable surcharges, shall be increased by the applicable Delaware State Public Utilities Tax, unless the Customer is exempt from such tax.

## I. Contract Terms Filed With The Commission

The Company shall file the Contract terms with the Delaware Public Service Commission at least 30 days prior to the effective date of the Contract.

## SERVICE CLASSIFICATION "ES"

ELECTRIC SUPPLIER

## A. Purpose

This Electric Supplier ("ES") Service Classification is available to an Electric Supplier, including a marketer, broker and other entity, that sells electricity to retail electric Customers within Delmarva Power & Light Company's Delaware retail electric service territory and where such electricity is delivered to the Customer by the Company over the Company's transmission and distribution facilities

## B. Eligibility

The ES service classification is available to any Electric Supplier that satisfies each of the following conditions:

- (a) Obtains a certification of technical competence from the Company;
- (b) Provides a credit enhancement tool to the Company sufficient to ensure compensation to the Company in the event of the Electric Supplier's non-performance;
- (c) Meets all of the certification and code of conduct requirements as set forth by the Public Service Commission of Delaware, including obtaining a certificate as an Electric Supplier in the State of Delaware;
- (d) Meets all of the applicable requirements, as currently in effect and as they may change from time to time, of the PJM Interconnection, LLC, the PJM Control Area and the North American Electric Reliability Council or its successor;
- (e) Executes an Electric Supplier Agreement in the form prepared by the Company;
- (f) Agrees to the terms and conditions as set forth in the Operating Procedures Manual for Electric Retail Competition, as in effect and as it may change from time to time;
- (g) Agrees to comply with all applicable state and local tax requirements;
- (h) Agrees to comply with all applicable federal and state consumer protection and environmental laws and regulations; and
- (i) Agrees to comply with the regulations and requirements, as currently in effect and as they may change from time to time, as set forth by the Public Service Commission of Delaware.

The Company shall determine eligibility based upon information provided by the potential Electric Supplier. The failure of an Electric Supplier to comply with and to maintain compliance with the above conditions may result in the loss of the Electric Supplier's certification in the State of Delaware.

RIDER "SOS"  
STANDARD OFFER SERVICE RIDER

**A. Availability**

Available in the Delaware portion of the Company's service area for the provision of electric supply and transmission services to Customers who do not have an Electricity Supplier for supply and transmission services.

Fixed Price Standard Offer Service is provided to customers in the following SOS Customer Groups:

SOS Customer Grouping

1. R, Space Heating R, R-TOU-ND, PIV, SGS-ND, Separately Metered Water Heating, Separately Metered Space Heating, ORL, OL, X
2. MGS-S
3. LGS-S\*
4. GS-P\*\*

\* Customers in Service Classification LGS-S may be required to be served under Hourly Priced Service in accordance with the Availability requirements of Rider HPS.

\*\*Customers in Service Classification GS-P may elect or be required to be served under Hourly Priced Service in accordance with the Availability requirements of Rider HPS.

Customers in Service Classification GS-T must take Hourly Priced Service.

The key features governing the provision of Standard Offer Service are described in this Rider.

**B. Monthly Rate**

Customers receiving Standard Offer Service and Hourly Priced Service, as defined above, in the Rules and Regulations and under the applicable Service Classification, will pay the Delivery Service Charge, Transmission Service Charge, Standard Offer Service Charge and Procurement Cost Adjustment including all applicable taxes.

The Distribution and Standard Offer Service Charges are stated in the Monthly Charges and Rates table for the Customer's applicable Service Classification. The Charges for Hourly Priced Service are defined under Rider HPS and stated in the Monthly Charges and Rates table for the Customer's applicable Service Classification. The Transmission Service Charge is designed to recover, on an aggregate basis, FERC-approved transmission charges and any other PJM charges and costs incurred by the Company. The retail transmission rate for customers taking service under Rider SOS shall be equal to the customer's peak load contribution multiplied by the Network Integration Transmission Service Rate for the Delmarva Transmission Zone as defined in the PJM Open Access Transmission Tariff (OATT), adjusted for Gross Receipts Tax, PSC Assessment and Local Taxes. The current Transmission Service Charge is \$6.439231 per kW-month.

The Standard Offer Service Rate for each Service Classification, including any usage incurred under associated Riders, will include the costs for energy, capacity and ancillary services as reflected in the awarded electric supply prices for specific services in each year; a charge intended to recover incremental expenses and carrying charges incurred in the provision of Standard Offer Service; and any applicable taxes.

## RIDER "SOS"

STANDARD OFFER SERVICE RIDER (continued)**C. Procurement Cost Adjustment ("PCA")**

Beginning on June 1, 2007, and on an annual basis thereafter, the Company will determine a Procurement Cost Adjustment ("PCA") which will reflect the difference between the actual cost of serving customers in each fixed price SOS customer group and the amount billed to fixed price SOS customers for the same time period, plus interest at a rate equal to the Company's overall return. The PCA is a \$ per kilowatt-hour rate applied to the Customer's billed kilowatt-hours.

The current applicable PCA by Customer Grouping is as follows:

<u>SOS Customer Grouping</u>		
1.	R, Space Heating R, R-TOU-ND, PIV SGS-ND, Separately Metered Water Heating, Separately Metered Space Heating, ORL, OL, X	\$0.003082 per kWh
2.	MGS-S	\$0.003529 per kWh
3.	LGS-S	\$0.010754 per kWh
4.	GS-P	\$0.007476 per kWh

These PCA levels are included in the SOS charges as specified on the applicable Service Classification Monthly Charges and Rates tariff leaf.

**D. Publication of Standard Offer Service Rates**

The Standard Offer Service Rates are shown under the Monthly Charges and Rates table of the tariff and are posted on the Company's website at [www.delmarva.com](http://www.delmarva.com).

## RIDER "HPS"

HOURLY PRICED SERVICE RIDER**A. Availability**

Hourly Priced Service ("HPS") is the provision of electric supply, ancillary, transmission and related services to Customers at rates based on the current market cost in the Company's Delaware service territory. Hourly Priced Service is available to customers under the following conditions:

Service Classification GS-T

HPS is the mandatory form of SOS for Customers in Service Classification GS-T.

Service Classification GS-P and LGS-S

HPS is the mandatory form of SOS for Customers in Service Classification GS-P and LGS-S who meet the following criteria.

1. When a Customer has Capacity PLC of 1,000 or higher and customer has purchased its electric supply services from an Electric Supplier other than the Company and then returns to the Company for its electric supply services, the Customer must be served under the HPS Rider. However, a Customer may elect to switch to an Electric Supplier at any time, following the switching rules approved by the Public Service Commission.
2. A Customer may elect to switch from HPS to Standard Offer Service (SOS) after they have been on the HPS Rider for a period of twelve consecutive months.

Service Classification GS-P

HPS is also available to customers in Service Classification GS-P who meet the following eligibility requirements:

1. Customers must make an affirmative election to take HPS in accordance with the timeframe specified by the Company in its notification to the customer of their ability to elect HPS. The election shall be operative during any part of a year during which the customer is receiving SOS, including any customer who may return to SOS after receiving supply service from a electric supplier.
2. Customers have or agree to pay to have an interval meter installed no later than 30 calendar days prior to the first day of receiving HPS.
3. The failure to make an election in any given year will mean that a customer will remain on their current form of SOS (fixed price SOS or HPS).

**B. Monthly Rate**

The monthly Hourly Priced Service charge shall equal the total of the following:

1. Energy Charges equal to the customer's hourly load multiplied by the real time PJM Load Weighted Average Residual Metered Load Aggregate Locational Marginal Prices (LMP) for the Delmarva Zone, adjusted for losses; or, if elected by the customer, at the LMP at the specific bus or buses serving the customer's load, adjusted for losses.

## RIDER "HPS"

HOURLY PRICED SERVICE RIDER (continued)

2. Generation Capacity Obligation Charge determined by summing over each day during the Customer's billing period the Customer's Obligation in MW multiplied by the daily cost per MW of procuring capacity. The daily capacity procurement cost shall be in dollars per MW-day, based on capacity purchased to cover HPS shortages and any penalties or deficiency charges and broker fees accruing for the day of the calculation.
3. Monthly Ancillary Charge determined by multiplying the Customer's energy usage for the billing month, adjusted for losses, by the previous month's average cents per kWh ancillary service cost for Delaware HPS Customers in the DPL Zone as determined and reported by PJM.
4. Transmission Charge designed to recover, on an aggregate basis, FERC-approved transmission charges and any other PJM charges and costs incurred by the Company.

The retail transmission rate for customers taking service under Rider HPS shall be equal to the customer's annual transmission obligation multiplied by the Network Integration Transmission Service Rate for the Delmarva Transmission Zone as defined in the PJM Open Access Transmission Tariff (OATT), adjusted for Gross Receipts Tax, PSC Assessment and Local Taxes. The current Transmission Service Charge is \$6.439231 per kW-month.

**C. Hourly Priced Service Procurement Cost Adjustment ("HPS-PCA")**

Beginning on June 1, 2007, and on an annual basis thereafter, the Company will determine an Hourly Priced Service Procurement Cost Adjustment ("HPS-PCA") which will reflect the difference between the actual cost of serving Customers under HPS, including any cost adjustments from the PJM Settlement system, and the amount billed to HPS Customers for the same time period, plus interest at a rate equal to the Company's overall return. The Company will determine the HPS-PCA rate by dividing the HPS-PCA amount by the total kilowatt-hour sales of the then current HPS Customers.

The current applicable HPS-PCA is \$0.010302 per kWh. This amount is included in the SOS charges as specified on the applicable Service Classification Monthly Charges and Rates tariff leaf.

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RIDER "R-DLC"  
"ENERGY WISE REWARDS"™  
RESIDENTIAL DIRECT LOAD CONTROL RIDER

A. Availability

RESIDENTIAL CYCLING SERVICE - This rider is applied to and is a part of Schedules "R" and "R-TOU-ND" when a residential distribution customer volunteers for this demand response resource program subject to the provisions listed below.

B. General Provisions

1. The customer will allow the Company to install, own, and maintain either a smart thermostat(s) or radio controlled switch(es) and associated equipment on the customer's central air conditioner or central heat pump equipment for the purpose of the Company's cycling control over the operation of those appliances as described below.
2. Customer may select one of the following three demand response options:
  - RESIDENTIAL DLC-50% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off for up to 15 minutes of each half hour period.
  - RESIDENTIAL DLC-75% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off for up to 22.5 minutes of each half hour period.
  - RESIDENTIAL DLC-100% CYCLING - Whereby a participating residential customer's air conditioner compressor will be cycled off completely during each half hour period.
3. The Company may exercise cycling control whenever required for any of the following reasons:
  - 1) to test cycling equipment,
  - 2) in response to a PJM dispatcher request to activate the program,
  - 3) in response to local Delmarva supply constraints, or
  - 4) in response to regional energy market prices.

Participant override of cycling events will be limited to two events annually and are not permitted during PJM initiated cycling events.

4. Customers may only participate in one direct load control program at a time.

RIDER "R-DLC"  
"ENERGY WISE REWARDS™"  
RESIDENTIAL DIRECT LOAD CONTROL RIDER

C. Contract Terms and Billing

- Each participating customer will receive the following One Time Enrollment Installation Credit. Participants will be required to remain enrolled in the selected program option for a minimum of one year. The Enrollment Credit will be credited to the participant after the cycling equipment has been installed. Program activation credits for customers served under utility provided Standard Offer Service rates will be based upon the available residential dynamic pricing rate.

**Demand Response Options Per Controlled Device**

	<b>DLC- 50%</b>	<b>DLC- 75%</b>	<b>DLC- 100%</b>
<b>One Time Enrollment Installment Credit</b>	\$40.00	\$60.00	\$80.00

- Customers may not participate in the DLC program if they choose to participate in a third party supplier's or a curtailment service provider's demand response program that is entered into the PJM market. The third party supplier or third party curtailment service provider must notify DPL when such an enrollment occurs.
- Customers who agree to participate in the program and who elect to receive their energy supply from a third party supplier will receive a summer seasonal activation credit based upon the statistically estimated average hourly reduction during all event hours per device multiplied by the existing dynamic pricing credit.

RIDER "UFRC"  
UTILITY FACILITY RELOCATION CHARGE RIDER

A. Purpose

The Utility Facility Relocation Charge (UFRC) is intended to allow Delmarva Power to recover the cost of relocation of aerial and underground existing facilities required or necessitated by Department of Transportation or other government agency projects.

B. Applicability

This Rider is applicable to any Customer served under Service Classifications "R", "R Space Heating", "R-TOU-ND", "SGS-ND", "MGS-S", "LGS", "GS-T", "GS-P", "OL", and "ORL".

The rate is applicable to the portion of the Customer's base rate charges related to the delivery or distribution of electricity.

C. Definitions

1. **"Eligible Utility Facility Relocations"** mean new, used and useful utility plant or facilities of an electric utility that:
  - i. Do not include that portion of any plant or facilities used to increase capacity of or connect to the transmission or distribution system to serve new or additional load;
  - ii. Are in service; and
  - iii. Were not included in the utility's rate base in its most recent general rate case; and which
  - iv. Relocate, as required or necessitated by Department of Transportation or other government agency projects without reimbursement, existing Company facilities, including but not limited to, mains, lines and services, whether underground or aerial. For purposes of this subparagraph (1)d. of this section, "existing facilities" and "relocate" include the physical relocation of existing facilities and also include removal, abandonment or retirement of existing facilities and the construction of new facilities in a relocated location.
  
2. **"Pretax return"** means the revenues necessary to:
  - a. Produce net operating income equal to the Company's weighted cost of capital as established in the most recent general rate proceeding multiplied by the net original cost of eligible utility facility relocations. At any time the Commission by its own motion, or by motion of the Company, Commission staff or the Public Advocate, may determine to revisit and, after hearing without the necessity of a general rate filing reset the UFRC rate to reflect the Company's current cost of capital. The UFRC rate shall be adjusted back to the date of the motion to reflect any change in the cost of capital determined by the Commission through this process;
  - b. Provide for the tax deductibility of the debt interest component of the cost of capital; and
  - c. Pay state and federal income taxes applicable to such income.

## RIDER "UFRC"

UTILITY FACILITY RELOCATION CHARGE RIDER - continued

## C. Definitions (continued)

3. **"UFRC costs"** means depreciation expenses and pretax return associated with eligible utility facility relocations.
4. **"UFRC rate"** refers to utility facility relocation charge.
5. **"UFRC revenues"** means revenues produced through a UFRC exclusive of revenues from all other rates and charges.

## D. Filing

1. The UFRC rate shall be adjusted semiannually for eligible relocation expenses placed in service during the 6-month period ending 2 months prior to the effective date of changes in the UFRC rate .
2. The effective date of changes in the UFRC rate shall be January 1 and July 1 every year.
3. The Company shall file any request for a change in the UFRC rate and supporting data with the Commission at least 30 days prior to its effective date.
4. The UFRC rate applied between base rate filings shall be capped at 7.5% of the portion of the Customer's base rate charge related to the delivery or distribution of electricity, but the UFRC rate increase applied shall not exceed 5% within any 12-month period.
5. The UFRC rate will be subject to annual reconciliation based on a period consisting of the 12 months ending December 31<sup>st</sup> of each year. The revenue received under the UFRC for the reconciliation period shall be compared to the Company's eligible costs for that period with the difference between revenue received and eligible costs for the period recouped or refunded, as appropriate, over a 1-year period commencing July 1 of each year. If the UFRC revenues exceeded the UFRC eligible costs, such over-collections shall be refunded with interest.
6. The UFRC rate shall be reset to zero as of the effective date of new base rates that provide for the prospective recovery of the annual costs theretofore recovered under the UFRC rate.

RIDER "UFRC"

UTILITY FACILITY RELOCATION CHARGE RIDER – continued

D. Filing (Continued)

1. The UFRC rate shall also be reset to zero if, in any quarter, data filed with the Commission by the Company show that the electric utility will earn a rate of return that exceeds the rate of return established in its last general rate filing or by Commission order as described in paragraph 2.a of this Rider, if such was determined subsequent to the final order in the company's last general rate filing. Further, the UFRC rate shall be reinstated when such data show that the established rate of return is not exceeded and will not be exceeded if the UFRC rate is reinstated and reset.

The UFRC is set forth as follows: 0.00%

RIDER "EDIT"  
EXCESS DEFERRED INCOME TAX CREDIT

## A. Availability

This rider is applicable to Schedules “R”, “RSH”, “RTOU-ND”, “PIV”, “SGS-S”, “GS-SH”, “GS-WH”, “MGS-S”, “ORL”, “LGS-S”, “GS-P”, “GS-T”, “OL”.

Rider “EDIT” is to ensure the full amount of the Tax Cut and Jobs Act (TCJA) tax benefits associated with the non-protected assets are returned to customers over a five (5) and six (6) year period.

## B. Monthly Rate

Service Classification	Five Year EDIT Credit <u>Non-Property Related</u>	Six Year EDIT Credit <u>Property Related</u>
R & PIV		
All kWhs Rate (\$/kWh)	\$0.000000	\$0.000000
RSH		
All kWhs Rate (\$/kWh)	\$0.000000	\$0.000000
R-TOU-ND		
On-Peak Energy (\$/kWh)	\$0.000000	\$0.000000
Off-Peak Energy (\$/kWh)	\$0.000000	\$0.000000
SGS-ND		
All kWhs Rate (\$/kWh)	\$0.000000	\$0.000000
GS-SH		
All kWhs Rate (\$/kWh)	\$0.000000	(\$0.000961)
GS-WH		
All kWhs Rate (\$/kWh)	(\$0.000649)	(\$0.001154)
ORL		
All kWhs Rate (\$/kWh)	\$0.000000	(\$0.001915)
MGS-S		
All kw Rate (\$/kW)	(\$0.187987)	(\$0.334233)
LGS-S		
All kw Rate (\$/kW)	(\$0.140240)	(\$0.249248)
GS-P		
All kw Rate (\$/kW)	(\$0.117417)	(\$0.208708)
GS-T		
All kw Rate (\$/kW)	\$0.000000	\$0.000000
OL		
Per Lamp	\$0.00	\$0.00

RIDER "DSIC"  
DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER

- A. Purpose  
The Distribution System Improvement Charge (DSIC) is intended to allow Delmarva Power to recover the cost of investments that meet the definition of eligible distribution system improvements.
- B. Applicability  
This Rider is applicable to any Customer served under Service Classifications "R", "R Space Heating", "R-TOU-ND", "PIV", "SGS-ND", "SGS-ND" and "MGS-S" (Separately Metered Space Heating), "SGS-ND" and "MGS-S" (Separately Metered Water Heating), "MGS-S", "LGS", "GS-T", "GS-P", "OL", and "ORL".  
The rate is applicable to the portion of the Customer's base rate charges related to the delivery or distribution of electricity.
- C. Definitions
1. **"Eligible Distribution System Improvements"** means new, used and useful electric utility plant projects that:
    - i. Do not increase revenues by connecting the distribution system to new customers; and
    - ii. Are in service; and
    - iii. Were not included in the public utility's rate base in its most recent general rate case filing; and which, in addition to meeting the 3 foregoing requirements, also satisfy at least 1 of the following criteria:
      1. Replace or renew electric distribution facilities serving existing customers that have reached their useful service life, are worn out, are in deteriorated condition, or which negatively impact the quality and reliability of service to the customer if not replaced or renewed; or
      2. Extend or modify distribution facilities to eliminate conditions which negatively impact the quality and reliability of service to the customer; or
      3. Relocate existing distribution facilities as a result of governmental actions that are not reimbursed, including but not limited to relocation of mains, lines and services, located in highway rights of way as required by the Department of Transportation; or
      4. Place in service new or additional distribution facilities, plant or equipment required to meet changes in state or federal service quality standards, rules or regulations.

RIDER "DSIC"  
DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER - continued

2. "**Pretax return**" means the revenues necessary to:
- a. Produce net operating income equal to the Company's weighted cost of capital as established in the most recent general rate proceeding multiplied by the net original cost of eligible utility facility relocations. At any time the Commission by its own motion, or by motion of the Company, Commission staff or the Public Advocate, may determine to revisit and, after hearing without the necessity of a general rate filing reset the DSIC rate to reflect the Company's current cost of capital. The DSIC rate shall be adjusted back to the date of the motion to reflect any change in the cost of capital determined by the Commission through this process;
  - b. Provide for the tax deductibility of the debt interest component of the cost of capital; and
  - c. Pay state and federal income taxes applicable to such income.

C. Definitions (continued)

3. "**DSIC costs**" means depreciation expenses and pretax return associated with eligible distribution system improvements.
4. "**DSIC rate**" refers to distribution system improvement charge.
5. "**DSIC revenues**" means revenues produced through a DSIC exclusive of revenues from all other rates and charges.

D. Filing

1. The DSIC rate shall be adjusted semiannually for eligible distribution system improvements placed in service during the 6-month period ending 2 months prior to the effective date of changes in the DSIC rate.
2. The effective date of changes in the DSIC rate shall be January 1 and July 1 every year.
3. The Company shall file any request for a change in the DSIC rate and supporting data with the Commission at least 30 days prior to its effective date.
4. The DSIC rate applied between base rate filings shall be capped at 7.5% of the portion of the Customer's base rate charge related to the delivery or distribution of electricity, but the DSIC rate increase applied shall not exceed 5% within any 12-month period.

RIDER "DSIC"  
DISTRIBUTION SYSTEM IMPROVEMENT CHARGE RIDER - continued

- D. Filing (continued)
11. The DSIC rate will be subject to annual reconciliation based on a period consisting of the 12 months ending December 31<sup>st</sup> of each year. The revenue received under the DSIC for the reconciliation period shall be compared to the Company's eligible costs for that period with the difference between revenue received and eligible costs for the period recouped or refunded, as appropriate, over a 1-year period commencing July 1 of each year. If the DSIC revenues exceeded the DSIC eligible costs, such over-collections shall be refunded with interest.
  12. The DSIC rate shall be reset to zero as of the effective date of new base rates that provide for the prospective recovery of the annual costs theretofore recovered under the DSIC rate.
  13. The DSIC rate shall also be reset to zero if, in any quarter, data filed with the Commission by the Company show that the electric utility will earn a rate of return that exceeds the rate of return established in its last general rate filing or by Commission order as described in paragraph 2.a of this Rider, if such was determined subsequent to the final order in the company's last general rate filing. Further, the DSIC rate shall be reinstated when such data show that the established rate of return is not exceeded and will not be exceeded if the DSIC rate is reinstated and reset.

The DSIC is set forth as follows: 1.20%

RIDER "R-AMP"  
RESIDENTIAL - ARREARAGE MANAGEMENT PLAN PILOT PROGRAM RIDER

A. Purpose

The Arrearage Management Plan Residential Rider Pilot Program (the "AMP Pilot" or "AMP") is intended to provide qualifying Delmarva Delaware Electric Residential Customers with arrearage forgiveness with the goal of providing tools and incentives to help them: (1) reduce or eliminate existing arrearages; (2) bring their account current; (3) improve their payment on new bills; and (4) remain current in their utility payment obligations and avoid disconnection.

B. Applicability

This Rider is applicable to any Customer served under Service Classifications "R", "R Space Heating" or "R-TOU-ND", "PIV". \*The Rider is applicable to the Customer's charges related to the delivery or distribution of electricity, and Standard Offer Service charges.

C. Program Eligibility

1. To qualify for this Rider, a Customer's gross income must be at or below 60% of the Delaware State median income. Whether or not the Customer meets the low-income requirement will be determined by the various state agencies and non-profit organizations involved in qualifying Customers for assistance.
2. **Once the Customer has been determined to meet the income requirements, Delmarva will determine whether the Customer meets the other eligibility requirements of the AMP Pilot. These requirements are as follows: (a) the Customer must have a minimum arrearage on their Delmarva Power account for Delmarva charges of \$500; (b) the cap on the total amount that will be forgiven through the AMP is \$6,000; (c) Customers with active medical certifications on file with the Company are not eligible for the AMP; (d) to the extent that the AMP is extended beyond the pilot, a Customer who participates in the AMP Pilot must wait seven years to become eligible to participate in another AMP; (e) a Customer disconnected for more than thirty (30) days due to nonpayment is not eligible for the AMP; and (f) if the Company has determined that there is evidence of fraud associated with the Customer's account, the Customer will not be eligible for the AMP. AMP Pilot participants will not be required to pay any part of their pre-AMP arrears as a condition of reconnection and enrollment in the AMP.**

D. Enrollment

If the Customer meets all the eligibility requirements, they will be automatically enrolled in the AMP Pilot; however, the Customer can opt out by notifying Delmarva that they do not want to participate in the AMP Pilot.

E. Program Duration

The AMP Pilot duration will be a total of fifteen (15) months including a catch-up period of three (3) months which allows the customer to catch up on missed payments and still remain in the AMP Pilot.

## RIDER "R-AMP"

RESIDENTIAL - ARREARAGE MANAGEMENT PLAN PILOT PROGRAM RIDER (continued)

## F. Payment Plan

Customer monthly payment plans for new charges will be established in the form of a 12-month levelized plan (i.e. budget billing). All AMP Pilot participants will be placed on budget billing in accordance with the Company's procedure pertaining to budget billing.

## G. Arrears Forgiveness

Each AMP Customer's arrearage will be recorded at the time of enrollment and set aside in a new "AMP plan" to be established and maintained in the Company's billing system. Arrearage forgiveness credits will be applied to the Customer's AMP plan in equal 1/12 increments, when the Customer pays their monthly utility bill for current usage, including any other charges pertaining to late payment fees, disconnect/reconnect fees, or related fees. AMP forgiveness will be applied consistent with Delmarva's current payment posting sequence. An AMP credit installment may be earned even if payment is received after the due date, so long as the current monthly amount due is paid within the fifteen (15) month period of the AMP. Any late payment charges will be applied and due in the Customer's following month's bill. Credits awarded under the AMP Pilot will not be revoked unless a payment is returned for insufficient funds.

## H. Voluntary Termination

AMP Pilot Customers who voluntarily terminate their utility service will have their AMP cancelled.

## I. Collection Activity

Once enrolled in the AMP Pilot, Customers who fall behind on their post-enrollment monthly bills will become subject to normal utility collection policies, up to and including disconnection for nonpayment. Any Customers who experience disconnection for nonpayment may continue their AMP if they make the required payments, excluding any pre-enrollment arrearages, necessary to restore service within thirty (30) days of disconnection.

## J. Involuntary Termination

After thirty (30) days of being disconnected for non-payment, the AMP would default, i.e., the Customer would be removed from the AMP, and all charges, including unpaid charges incurred during the AMP Pilot and any pre-program arrears that were not already forgiven, would become due.

RIDER "R-AMP"  
RESIDENTIAL - ARREARAGE MANAGEMENT PLAN PILOT PROGRAM RIDER (continued)

K. Distribution of Excess AMP Funds

1. Upon conclusion of the AMP Pilot, Delmarva Power identified it did not distribute all of the funds Exelon committed to the AMP program (Excess AMP Funds).
2. The Excess AMP Funds will be distributed by a process known as arrear forgiveness to customers who have received low-income assistance.
3. Eligibility
  - a. The customer must have open charges from prior to the date agreed upon by PSC Staff, DPA, and Delmarva Power.
  - b. The customer was not required to participate in the AMP Pilot to be eligible.
  - c. All low-income customers, irrespective of whether they have an active medical certification on file with Company, are eligible for Excess AMP Funds distribution.
  - d. A customer disconnected for more than ninety (90) days due to nonpayment is not eligible for the Excess AMP Funds distribution.
  - e. If the Company has determined that there is evidence of fraud associated with the customer's account, the customer will not be eligible for the Excess Funds Distribution.
4. The cap on the total amount that will be forgiven through Excess AMP Funds is \$6,000.
5. The Excess AMP Funds will be applied to a customer's oldest balances up to the date agreed upon in 3a.

RIDER "EE"  
ENERGY EFFICIENCY SURCHARGE RIDER

A. Applicability

This rider is applicable to Service Classifications “R”, “RSH”, “R-TOU-ND” and “PIV”. Amounts billed to customers shall include a surcharge to reflect the costs for the approved EE programs. Rider “EE” will be determined annually by service classification based on projections of EE program costs and forecasts of kilowatt hour sales.

B. Monthly Charge and Rate

<u>Service Classification</u>	<u>Rate (\$ per kilowatt-hour)</u>
“R”, “RSH”, "R-TOU-ND" and “PIV”	\$0.000000/kWh

This surcharge will be effective with the billing month of January 2024 and will be revised on or before January of each subsequent year to reflect each year’s costs. The rider will be applied each year thereafter, and will include cost and revenue effects, effective with the billing month of January.

C. Determination of Surcharge

The surcharge (in dollars per kilowatt hour) will be computed by dividing the total annual amount to be recovered by forecasted Delaware Residential retail sales (in kilowatt hours.)

The total amount to be recovered is the sum of the annual amortization of (R), which is computed in accordance with the following formula:

$$R=A+B$$

Where A is amortization (paragraph (c), below), and B is the capital cost recovery factor (CCRF) (paragraph (d), below). The surcharge will be computed for billing purposes in accordance with the procedure described below:

- (a) Current year program costs will be determined by reference to budgeted and projected utility costs. Program costs include program design costs, implementation expenses, education costs, marketing costs, rebate and buy-down costs, utility incentives, capital costs, measurement and verification (M&V) and evaluation costs applicable to the Portfolio Plan programs.

RIDER "EE"  
ENERGY EFFICIENCY SURCHARGE RIDER – (Continued)

- (b) The unamortized balance of program costs for each prior year will be determined as of the beginning of the year by subtracting accumulated amortization from cumulative program costs at that date. Such costs and amortization are recorded in an EE program Recovery Account.
- (c) Amortization for the year will be based on a one year (twelve-month) amortization period and will be the sum of:
- (i) 46% of estimated current year program cost; and
  - (ii) The unamortized balance of program cost for each prior year (as of the beginning of the period) will be amortized in the current year.

Through this mechanism, the second through fourth years of amortization related to a given year's program costs will reflect a true-up for any variance between actual and originally projected costs or sales in that year.

- (d) The Capital Cost Recovery Factor (CCRF) will be computed for billing purposes by monthly application of the last Commission-authorized debt rate on rate base in a base rate proceeding to the average monthly unamortized balance of program costs. The CCRF will be recalculated with each annual update of the tariff with no compounding.

RIDER "PIV-GREEN"  
PLUG-IN VEHICLE GREEN RIDER

A. Applicability

This rider is applicable to Service Classifications "PIV". This rider provides 100% renewable energy on an opt-in basis to Schedule "PIV".

B. Monthly Charge and Rate

<u>Service Classification</u>	<u>Rate (\$ per kilowatt-hour)</u>
"PIV"	\$0.007200/kWh

This rider is a dollar per kilowatt-hour rate and is applied to the Customer's billed kilowatt-hours. This rider will be updated annually based on the most up-to-date market prices and the Delaware Renewable Portfolio Standards.

RIDER "CEF-O"  
COMMUNITY ENERGY FACILITY OPERATOR

**A. Availability**

This rider is available to any Customer with meters receiving service under Service Classifications “SGS-ND”, “MGS-S”, “LGS”, “GS-P”, and/or “GS-T”. Rider CEF-O is only available to customers who have received a Final Certificate to Operate from the Delaware Public Service Commission to operate as a Community Energy Facility (“CEF”). Also see Rider “CEF-AC” for additional costs related to CEFs. For customers who share the energy production of a Community Energy Facility are known as Community Energy Facility Subscribers (“Subscribers” or “Subscribing Customers”) refer to Rider “CEF-S” for more information. The Community Energy Facility shall not be subject to regulation as either a public utility or an Electric Supplier.

To be eligible to operate as a CEF under this rider a Customer must:

1. Have two (2) or more Subscribers;
2. Include a technology defined under §352(7)(a-h) of Title 26 of the Delaware Code, which include the following energy sources located within the PJM region:
  - a. Solar photovoltaic or solar thermal energy technologies that employ solar radiation to produce electricity or to displace electricity use;
  - b. Electricity derived from wind energy;
  - c. Electricity derived from ocean energy including wave or tidal action, currents, or thermal differences;
  - d. Geothermal energy technologies that generate electricity with a steam turbine, driven by hot water or steam extracted from geothermal reservoirs in the earth's crust;
  - e. Electricity generated by a fuel cell powered by renewable fuels;
  - f. Electricity generated by the combustion of gas from the anaerobic digestion of organic material;
  - g. Electricity generated by a hydroelectric facility that has a maximum design capacity of 30 megawatts or less from all generating units combined that meet appropriate environmental standards as determined by DNREC; or
  - h. Electricity generated from the combustion of biomass that has been cultivated and harvested in a sustainable manner as determined by DNREC, and is not combusted to produce energy in a waste to energy facility or in an incinerator, as that term is defined in Title 7 of the Delaware Code;
3. Have a capacity of not more than four (4) megawatts<sub>AC</sub> as stand-alone facility or not more that a total of 4 megawatts<sub>AC</sub> if operating as a Co-location;
4. Be located in Delmarva Delaware’s service territory;
5. Be connected in parallel operation with the Company’s electric system and shall have adequate protective equipment as described in Section I and J below;
6. Comply with section E of this Rider;

RIDER "CEF-O"  
COMMUNITY ENERGY FACILITY OPERATOR – (Continued)

**A. Availability – (Continued)**

7. Be designed to produce no more than 110% of the aggregate electrical consumption of its Subscribers, calculated on the average of the two previous 12 month periods of actual electrical usage. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment;
8. Agree that Delmarva Power may require all of the CEFs and Subscribers' meters to be read on the same billing cycle;
9. Receive a Permission to Operate from Delmarva Power by submitting the following:
  - a. a description of the CEF, including the facility's physical location, capacity, fuel type or generating technology
  - b. a complete interconnection application  
The interconnection application is available at:  
<https://www.delmarva.com/SmartEnergy/MyGreenPowerConnection/Pages/ApplyingforInterconnection.aspx>.
10. After receiving Final Certificate to Operate from Delaware Public Service Commission, submit the following to Delmarva Power:
  - a. a list of Subscribing Customers identified by name, address, rate schedule, and service number including which accounts are for Low-income Customers;
  - b. the subscribed percentage of generation for each Subscriber;
  - c. Certification that the subscription level of each Subscriber does not exceed 110% of that Subscribers expected aggregate electrical consumption, calculated on the average of the two previous 12 month periods of actual electrical usage at the time of subscription. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment; and
  - d. Certification that at least 15% of the Subscribers are Low-income Customers.
11. Must Comply Rules and Regulations in Section XI subsection I on Leaf 26-27 of the DPL DE Electric Tariff

RIDER "CEF-O"  
COMMUNITY ENERGY FACILITY OPERATOR – (Continued)

**B. Subscription Management**

1. A CEF may change its list of Subscriber accounts and Subscriber percentages no more than once per month by providing written notice to the Company and should allow for up to 30 days for the request change to go into effect;
2. The total subscriptions a CEF can offer must not exceed 100% of the CEF output. If more than 100% of usage is subscribed, the Company will notify the CEF that the CEF must correct the total subscribed percentages to bring it back below 100%;
3. When a Subscriber has four (4) active subscriptions, a CEF shall not enroll a Subscriber in any additional subscriptions until the Subscriber is unsubscribed from one of the active subscriptions; and
4. Each year, Delmarva Power shall be permitted to audit the Subscriber's amounts. To perform this audit, Delmarva Power will evaluate the individual customer's subscribed amounts to ensure the associated usage does not exceed 110% of the customer's annual usage. The CEF shall provide updated individual customer's subscribed percentage as required. In the event the CEF does not provide the required update within 30 days after notification by Delmarva Power, Delmarva Power shall be permitted to set the customer's percentage to zero.

**C. Monthly Service Classification Charges**

The CEF account will be subject to all applicable charges and credits based on the Service Classification assigned to their account.

**D. Excess Generation Credits**

**No payment will be made for unauthorized kWh generation to the CEF or any Subscribing Customer** until the CEF has received written permission to operate from Delmarva Power authorizing connection to the Company's distribution system and the CEF has met all other requirements of this rider.

For the excess generation value used to calculate Subscriber credits, the Company will subtract the usage delivered kwh as recorded by Delmarva's meter from the generation kwh as recorded by Delmarva's meter of the generating facility. . The excess generation value will be multiplied by each Subscriber's subscription percentage to calculate the Allocation KWH for each Subscriber. For more on Subscriber Monthly credits refer to Rider CEF-S.

For Unsubscribed Energy Credits, the total of all the subscribed KWH will be subtracted from the Excess generation value for the CEF-O. The price used for the Unsubscribed Energy Credits shall be the average annual DPL Residual Aggregate Locational Marginal Price based on the prior calendar year. The unsubscribed energy paid by Delmarva shall be capped at 10% of the energy produced by the CEF. Any unsubscribed energy over 10% of the energy produced by the CEF will not be paid by Delmarva.

**E. Renewable Energy Credits**

The CEF retains ownership of all the Renewable Energy Credits ("RECs") and Solar Renewable Energy Credits ("SRECs") associated with electric energy produced unless the Community Energy Facility has relinquished such ownership by contractual agreement with a third party or its customers.

RIDER "CEF-O"  
COMMUNITY ENERGY FACILITY OPERATOR – (Continued)

**F. Metering**

Unless otherwise specified by PJM, a smart meter at each CEF's location shall measure the net energy consumed by the Customer or the net energy delivered by the CEF for each hour during the monthly billing period. The Company shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Where a larger capacity meter is required to serve the CEF, or a larger capacity meter is requested by the CEF, the CEF shall pay the Company the difference between the larger capacity meter investment and the metering investment normally provided under the Customer's Service Classification.

**G. Interconnection with the Company's System**

In order to be eligible for this rider, the CEF must submit a completed CEF application and/or a generator interconnection application for each CEF with the Company available at delmarva.com for review and approval by the Company prior to installation of the generator. The CEF shall not be connected and operated in parallel to the Company's system unless it meets all applicable safety and performance standards, and complies with the latest IEEE 1547 standards and the Company's Technical Interconnection Requirements as well as any other applicable laws, regulations, rules, or standards of local public authorities. The CEF must obtain, at the CEF's expense, all necessary inspections and approvals required by the local public authorities before the meter(s) are connected to the Company's electric system. Inspection costs by local public authorities are the sole responsibility of the CEF prior to interconnection.

Interconnection with the Company's system requires the installation of protective equipment which, in the Company's judgment, provides safety for personnel, affords adequate protection against damage to the Company's system or to its Customer's property, and prevents any interference with the Company's delivery and supply of service to others. The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the CEF to operate in compliance with the Company's requirements or other applicable standards. The Company shall not be liable for any loss, cost, damage, or expense to any party resulting from the use or presence of electric current or potential which originates from the CEF except as the Company would otherwise be liable under the Company's Delaware electric tariff.

If it is necessary for the Company to extend or modify portions of its systems to accommodate the delivery of electricity from the CEF, such extension or modification shall be performed by the Company at the CEF's expense. Unless otherwise specified under the PJM interconnection process, for new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without the CEF.

Connection by the Company under this rider does not imply that the Company has inspected or certified that any CEF has complied with any necessary local codes or applicable safety or performance standards. All inspections, certifications and compliance with applicable local codes and safety requirements are the sole responsibility of the CEF and must be provided to the Company prior to system acceptance and parallel operation with the Company's electric system.

Any requirements necessary to permit interconnected operations between the CEF and the Company, and the costs associated with such requirements, shall be dealt with in a manner consistent with a standard tariff filed with the Commission by the Company.

RIDER "CEF-O"  
COMMUNITY ENERGY FACILITY OPERATOR – (Continued)

**H. Cessation of Parallel Operation**

The CEF must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company's primary electric source. The CEF must also cease parallel operation of the CEF upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company's system maintenance or operation.

**I. Failure to Comply**

If the CEF fails to comply with any of the requirements set forth in sections I and J above, **the Company may disconnect the Host Customer's service** and stand-alone generators from the Company's electric system until the requirements are met, or the offending generator(s) are disconnected from the Company's electric system.

**J. Public Utilities Tax**

In addition to the charges provided for in this Rider, the Delaware State Public Utilities Tax shall apply to all services, including any applicable electric supply services, rendered hereunder, unless the CEF is exempt from such tax.

**K. Rules and Regulations**

The Commission shall periodically review the impact of the CEF rules in this section and under *26 Del. Admin. Code* § 3001-16 and recommend changes or adjustments necessary for the economic health of utilities.

The Rules and Regulations set forth in this tariff shall govern the provision of service under this Rider.

**L. Disputes**

CEF disputes limited to the correct application of Commission-approved tariffs shall be resolved by the Commission. All other disputes with the Company shall be resolved by the appropriate governing body with jurisdiction over such disputes.

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RIDER "CEF-AC"  
COMMUNITY ENERGY FACILITY ADMINISTRATIVE CHARGE

**A. Availability**

This Rider is mandatory for all Community Energy Facilities (CEF's) served under Rider CEF-O.

**B. Monthly Charges**

Applicability: Additional (Incremental) Costs incurred in the Implementation of CEF program

Each CEF (each unique facility) shall be responsible for any additional administrative costs incurred by the Company associated with the CEF program. These costs are comprised of the initial implementation costs related to billing system upgrades and ongoing monthly administrative costs needed to comply with the CEF regulations required by the Public Service Commission. The cost recovery shall occur in the following manner:

1.) Billing system upgrade costs shall be accumulated and recovered. These costs shall be initially estimated. The Company will seek recovery of the estimated costs over five (5) years based upon the estimated number of CEFs during that five (5) year period. This annual cost per CEF will be billed monthly to the CEFs. The Company shall receive a return on the unrecovered costs during this five (5) year period at the Company's Weighted Average Cost of Capital from its most recent Commission approved Distribution Base Rate case. After five (5) years, if there is an under-recovery of actual costs, the Company shall charge each active CEF an equal portion of the unamortized balance. After five (5) years, if there is an over-recovery of actual costs, the Company shall refund each active CEF an equal portion of the unamortized balance. The above costs will be charged monthly to the CEFs at an initial rate of \$144.00 per month, per facility. CEFs that have a generation capacity less than 250 kW are eligible for a 50% credit on the monthly costs described in this paragraph.

2.) Ongoing Support Costs related to the CEF program shall be charged to the CEFs on a monthly basis. These costs include but are not limited to the estimated Customer Care and other applicable billing related costs required to provide the appropriate credits to the Subscribers of the CEF. The above costs will be charged monthly to the CEFs at an initial rate of \$342.00 per month, per facility. The generation capacity of the CEF does not alter the monthly costs described in this paragraph.

**C. Reporting**

Pursuant to Section 16.10.2.2 of 26 *Del. Admin. C.* § 3001, the Company will submit a semi-annual report on the cost recovery mechanism to the Public Service Commission.

**D. Annual Reset of CEF Administrative Charges**

On an annual basis, the Company will reevaluate and reset the monthly CEF Administrative Charge to be billed to each CEF to ensure full recovery of its actual costs related to this activity.

**E. Administrative Charge Disputes**

If a CEF disputes the monthly charges or cost recovery mechanism, the CEF may file a complaint in accordance with the Commission's Rules of Practice and Procedure, codified at 26 *Del. Admin. Code* § 1001-2.2 *et. Seq.* If a CEF does not pay the monthly charge by its due date, Delmarva Power will allow for a grace period of up to 30 days for the CEF to make payment, after which Delmarva Power may submit a request to the Public Service Commission to temporarily suspend their Final Certificate to Operate under 26 *Del. Admin. Code* § 3001-16.11.5, or take any other actions permitted by law.

RIDER "CEF-S"  
COMMUNITY ENERGY FACILITY SUBSCRIBER

**A. Availability**

This Rider is available to any Customer who enrolls as a Community Energy Facility (“CEF”) Subscriber (“Subscriber” or “Subscribing Customer”) in order to share excess generation usage with a CEF Operator. For more information on CEFs refer to Rider CEF-O.

Eligible Customers must:

1. Be an active Delmarva Power Delaware Customer
2. Have enrolled with a CEF that is approved to operate in the Delmarva Delaware Service Territory.
3. Take electric service under any of the metered Service Classifications offered by the Company.

Eligible Customers may:

1. Be served under Rider “NEM”
2. Take Supply service from the Company via SOS/HPS or be served by a Third Party Supplier

**B. Subscriber Billing Credit**

Each participating Subscriber will receive a monthly credit for each subscription they have with an eligible CEF Operator. Subscribers are limited to no more than four (4) active subscriptions with the various CEF Operators. The monthly credit is calculated using 1) the Excess generation from the CEF Operator’s meter for the billing month, 2) the Subscriber’s subscription percentage provided to the Company by the Community Energy Facility Operator, and 3) the CEF-S credit price.

1) Refer to Rider CEF-O for more information on the Excess Generation calculation.

2) The Subscribers initial Subscription percentage and any changes to the Subscription percentage will be provided to the Company by the CEF Operator using an agreed upon method. Refer to Rider CEF-O for more information on Subscription Management.

3) The CEF-S Credit price will be calculated by the Company as the sum of the volumetric (kWh) components of the distribution service charges and tariff supply service charges according to each Subscriber's customer account Service Classification. For Subscribers under hourly priced service, the applicable rate used in the supply portion of the credit will be the average hourly price from the previous calendar year. For Subscribers being served by Standard Offer Service or a Third Party Supplier, the applicable rate for supply service shall be the Standard Offer Service rate for the Subscriber's Service Classification.

**RIDER "CEF-S"**  
**COMMUNITY ENERGY FACILITY SUBSCRIBER**

4) Subscriber Credit components

CEF-S Distribution Credit Components

- 1.) Distribution Volumetric (kWh) Charges
- 2.) Excess Deferred Income Tax Credit (EDIT)
- 3.) Distribution System Improvement Charge (DSIC)

CEF-S Supply Credit Components

- 1.) Supply Rate
  - a. For Subscribers under Hourly Priced Service, the applicable Supply rate shall be the average hourly price from the previous calendar year.
  - b. For Subscribers using Standard Offer Service or those with a Third Party Supplier, the supply rate is the kwh based components of the Standard Offer Service rate for the applicable Service Classification of the customers.

5) Subscriber Credit Calculation

Unless otherwise stated, the price used for each component is the price in effect on the last day of the customer's billing period.

$\text{CEF-O Excess Generation} \times \text{Subscription Percentage} = \text{Allocation KWH}$

Distribution Credit Calculation

- a.  $\text{Allocation KWH} \times \text{Sum of Distribution volumetric Charges and Excess Deferred Income Tax Credits (5-year and 6-year as applicable)} = \text{Interim Distribution credit}$
- b.  $\text{Interim Distribution credit is then multiplied by the DSIC rate in effect on the last day of the billing period} = \text{DSIC Credit}$
- c.  $\text{The sum of the Interim Distribution Credit plus the DSIC Credit is multiplied by minus 1} = \text{Distribution CEF Credit.}$

Supply Credit Calculation

- a.  $\text{Allocation KWH} \times \text{applicable supply rate identified above multiplied by minus 1} = \text{Supply CEF Credit}$

Subscriber CEF Credit

Subscriber CEF Credit is the sum of the Distribution CEF Credit and Supply CEF Credit

**C. Over-Subscribed Customers**

Each participating Subscriber may only participate for a total of 110% of their annual electrical consumption as measured over the previous two years. The Company may perform an annual audit of individual Subscriber's subscribed amounts to ensure the amount does not exceed 110% of the Subscriber's annual usage. If the Company determines the Subscriber's subscribed amount exceeds the 110% cap, the Company shall notify the applicable CEFs. The CEF has an obligation to resize the Subscriber's subscription size to ensure it does not exceed 110% of the historic annual usage, calculated on the average of the two previous 12-month period of actual electrical usage. If the CEF fails to provide a Subscriber's updated subscribed percentage within thirty (30) days after notification by Delmarva Power, Delmarva Power shall be permitted to set the Subscriber's percentage of credits to zero.