

ATTACHMENT V

COVER PAGE FOR THE DPL - MARYLAND ELECTRIC TARIFF

CURRENT UPDATE

Internet update on or before: October 27, 2006

Tariff changes effective: October 1, 2006

Total Pages (+ Cover): 134; Total Leafs: 129 (Includes 28a, 44a, 67a & 70a).

Reason for the Tariff Changes: The Solar and Wind Electric Generation Service Rider (SWEGS) is modified per Senate Bill No. 167 to include Biomass electric generation facilities, an increase in eligible system size and change in how the Company carries forward credits for generation.

Case / Order Reference(s): Senate Bill No. 167, Enacted in 2006.

Leaf Nos. changed in this update: 2, 106, 107 & 108.

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LAST UPDATE

Effective Date of the previous Internet update: August 15, 2006

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Reason for the Tariff Changes: 1 of 2) Revised Universal Service Charge rates (increased) were initiated and filed by Maryland Public Service Commission Staff on 7/24/2006 and approved at the August 2nd Administrative Meeting.
2 of 2) Rider "SOS PIC/DCA" (leaf 129) was updated to reflect changes to the Credit section.

Case / Order Reference(s): Both Filed in Compliance with direction received at the 7/26/2006 & 8/2/2006 Maryland Public Service Commission Administrative Meeting.

Leaf Nos. changed in this update: 115 & 129 only.

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AREAS SERVED BY THIS COMPANY

CAROLINE COUNTY

Bethlehem	Greensboro	Preston
Denton	Henderson	Ridgely
Federsburg	Hillsboro	Templeville
Goldsboro	Marydel	

CECIL COUNTY

Cecilton	Conowingo	North East
Charlestown	Earleville	Perry Point
Chesapeake City	Elk Mills	Perryville
Childs	Elkton	Port Deposit
Colora	Fredericktown	Rising Sun

DORCHESTER COUNTY

Cambridge	Madison	Williamsburg
Church Creek	Rhodesdale	Woolford
East New Market	Secretary	
Hurlock	Vienna	

HARFORD COUNTY

Darlington	Street	Whiteford
Pylesville		

KENT COUNTY

Betterton	Kennedyville	Rock Hall
Chestertown	Lynch	Still Pond
Galena	Massey	Worton
Georgetown	Millington	

QUEEN ANNE'S COUNTY

Barclay	Grasonville	Stevensville
Chester	Queenstown	Sudlersville
Crumpton	Centreville	Church Hill
Ingleside	Price	

SOMERSET COUNTY

Chance	Manokin	Upper Fairmont
Crisfield	Marion Station	Upper Hill
Dames Quarter	Oriole	Wenona
Deal Island	Princess Anne	Westover
Kingston	Rehobeth	

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AREAS SERVED BY THIS COMPANY – (Continued)

TALBOT COUNTY

Bozman
Cordova
McDaniel
Neavitt
St. Michaels

Oxford
Queen Anne
Sherwood
Tilghman
Claiborne

Trappe
Wittman
Wye Mills
Newcomb

WICOMICO COUNTY

Allen
Bivalve
Delmar
Fruitland
Hebron
Mardela Springs

Nanticoke
Parsonsborg
Pittsville
Powellville
Quantico

Salisbury
Sharptown
Tyaskin
White Haven
Willards

WORCESTER COUNTY

Berlin
Bishopville
Newark

Ocean City
Pocomoke City
Stockton
Whaleysville

Showell
Snow Hill
Bishop
Girdletree

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 electricity supplier providing full electric supply requirements for that account. A premises may have more than one account.

Administrative Credit – A credit applicable to all delivery Customers, except Hourly Priced Service (“HPS”) Customers, which is calculated in accordance with the provisions of the Phase I and Phase II Settlements in Maryland Case No. 8908.

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 Maryland Public Service Commission.

Company – Delmarva Power & Light Company, doing business as Conectiv Power Delivery.

Customer – Any adult person, partnership, association, corporation, or other entity: (i) in whose name a service 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 the Company’s combined Electric Supply & Delivery Service from the Company under one service classification for one account, premises or site. Multiple premises or sites 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.

Customer Choice or Retail Competition – The right of a Customer to buy electric supply services from an Electricity Supplier.

DEFINITION OF TERMS - (Continued)

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 Electricity Supplier, other than the Company. Delivery Service Charges consist of the Customer Charge, the Distribution Charge, the Universal Service Fund Charge, and other charges as approved by the Commission.

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 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.

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.

Electricity Supplier or "Supplier" – A supplier of electricity that has been certified or licensed by the Commission to sell electricity to Customers within the State of Maryland. For purpose of this tariff, the Company is not an Electricity Supplier. An Electricity Supplier sells electricity to Customers 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 the Company's combined Electric Supply & Delivery Service.

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 and transmission service for the Company's service territory plus an Administrative Charge and all applicable taxes.

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

DEFINITION OF TERMS - (Continued)

kW, kilowatt – 1,000 watts.

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

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

Peak Load Contribution for Capacity (PLC) – The Customer's contribution to the Delmarva zone's peak load, as defined by PJM. The method to determine a Customer's Peak Load Contribution is defined in the Conectiv Supplier Operating Manual, which is available on the Conectiv website at www.conectiv.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 premises may have more than one account with each account having one electricity 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.

Standard Offer Service – Electricity service which the Company must offer to eligible customers who do not otherwise receive electricity from an Electricity Supplier.

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 up through and including the point of physical connection with electric facilities owned by the Customer.

Universal Service Program and Charge – A fund established under the Electric Customer Choice and Competition Act of 1999 which is used for low income fuel assistance and weatherization programs within the Company's service territory.

RULES AND REGULATIONS

SECTION I - GENERAL

A. Filing and Posting

This Electric Service Tariff is supplemental to the Electric Customer Choice and Competition Act of 1999, and to the "Regulations Governing Service Supplied by Electrical Companies" of the Public Service Commission of Maryland 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 Public Service Commission of Maryland and open to inspection in each of the offices of the Company.

B. Revisions

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

C. Statement of 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 a formal complaint to resolve a dispute involving the Company, they may do so through the use of the procedures of the Public Service Commission of Maryland.

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RULES AND REGULATIONS

SECTION I – GENERAL - (Continued)

G. Resolution of Disputes (Continued)

When an Applicant or Customer has an issue to resolve with an Electricity Supplier, other than the Company, the Applicant or Customer should first contact that Electricity 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 Electricity Supplier. If the Applicant or Customer wishes to file a formal complaint to resolve a dispute involving an Electricity Supplier, they may do so through the use of the procedures of the Public Service Commission of Maryland.

Resolution of disputes between the Company and an Electricity Supplier are addressed under the DPL/Supplier Tariff.

RULES AND REGULATIONS

SECTION II - APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

A written 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 the Company's 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 Electricity Supplier, other than the Company. The Company's 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 Electricity 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.

Until such time that the Customer has the right to purchase electric supply services from an Electricity Supplier, the Company shall provide the Company's combined Electric Supply & Delivery Service, which includes the Standard Offer Service ("SOS") for all Customers for each account, except LGS-S, GS-P and GS-T Type III Customers who will be provided the Hourly Priced Service on and after June 1, 2005, for each account.

A Customer, who has the right to purchase electric supply services from an Electricity Supplier, can switch to an Electricity Supplier, at no direct charge, on its next scheduled meter reading date only after the Company has received seventeen (17) calendar days advance notice from the Customer's new Electricity Supplier of the Customer's decision to switch. When the Customer exercises the right to purchase electric supply services from an Electricity Supplier for an account, the Customer must purchase all of its electric supply services for the entire account from one Electricity Supplier. The Customer may not have multiple electricity suppliers for one account at the same time.

Any Customer, other than a "LGS-S", "GS-P" or "GS-T" Type III Customer, who has purchased its electric supply services from an Electricity 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, the Customer must remain with the Company's Standard Offer Service until its next scheduled meter reading after which the Customer may be served by an Electricity Supplier.

RULES AND REGULATIONS

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

A. Application for Service – (Continued)

When a Type III Customer who is served under Service Classifications Large General Service Secondary (“LGS-S”), General Service Primary (“GS-P”), General Service Transmission (“GS-T”), or Negotiated Contract Rate (“NCR”) and who has purchased its electric supply services from an Electricity Supplier, other than the Company, returns or is returned to the Company for electric supply services on or after June 1, 2005, the Customer with 17 days advance notice prior to its scheduled meter reading date and by conforming to the Company’s enrollment rules and tariff provisions, will be provided the Company’s Hourly Priced Service, as described under Rider HPS, and must remain on the Company’s Hourly Priced Service for at least one (1) billing month before the Customer may be served by an Electricity Supplier beginning on its scheduled meter reading date. The Customer may not switch from the Company’s Hourly Priced Service to the Company’s Large Customer Service.

Effective June 1, 2005, all Type III Customers served under the Company’s Large Customer Service will automatically be switched to and served with the Company’s Hourly Priced Service as described under Rider HPS, and must remain on that electric supply service for at least one (1) billing month before the Customer may be served by an Electricity Supplier beginning on its scheduled meter reading date. The Company’s Large Customer Service is not available to Type III Customers on and after June 1, 2005. The Type III Customer may not switch from the Company’s Hourly Priced Service to the Company’s Large Customer Service.

All verbal applications taken by the Company shall be promptly confirmed in writing and the Company may require an Applicant or Customer to sign and return a copy of the written confirmation.

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 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.

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. Distribution of Customer's 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 at no charge.

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.

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 non-standard facilities. 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 the Company's 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	\$350
3. Single-Phase Aerial Transformer, Ground, and Primary Connection	\$700
4. Three-Phase Aerial Transformer Bank, Ground, and Connection	\$1,500

Temporary Service is available only under Service Classification "SGS-S", "LGS-S", "GS-P", "GS-T", 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 Classifications.

H. Seasonal Service

Seasonal Service is service required for periods of less than one (1) year to permanent structures or at the same location annually, usually at the same season of the year. When a Customer takes Seasonal Service rendered under Service Classification "R", "R-TOU-ND", "SGS-S", "LGS-S", "GS-P", "GS-T", or "ORL", the monthly bill as calculated in accordance with the standard monthly rate, including any minimum bills, and before the application of any applicable electric supply service charge for the Company's combined Electric Supply & Delivery Service, or any tax imposed by governmental authority upon the Company's sales, shall be increased by twenty-five percent (25%).

RULES AND REGULATIONS

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

I. Rights-of-Way/Permits

1. General

The Applicant requesting electric 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 electric 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 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.

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RULES AND REGULATIONS

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

I. Rights of Way - (Continued)

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.

J. 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 impact 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 our 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 until satisfactory credit is established in accordance with the Code of Maryland Regulations to guarantee payment of final bills for service rendered. 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-twelfth (2/12) of the estimated annual applicable Delivery Service revenue or the Company's combined Electric Supply & Delivery Service revenue, or as may be reasonably required by the Company in cases involving a 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).

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.

Simple interest on deposits at a rate established annually by the Maryland Public Service Commission shall be applied annually as a credit to the Customer's account and so indicated on the January bill. 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 more than two past due bills and without an outstanding unpaid previous balance.

All deposits shall be collected and administered pursuant to the requirements set forth in the Code of Maryland Regulations.

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 approximately monthly intervals off from 27 to 33 days. When periods are greater than 33 or less than 27 days the bill shall be computed by prorating to 30 days on the basis of the actual period covered by the meter readings.

B. When Bills are Payable

All bills are due and payable upon presentation.

C. Estimated Bills

When the Company's meter reader is unable at any regular reading date to read the Customer's meter, the Company may estimate the Customer's electric usage and render an estimated bill.

D. Customer's Billing Option

Before the Customer has the right to purchase electric supply services from an Electricity Supplier, the Company shall provide the Company's 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 services.

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

1. One consolidated bill from the Company, which includes both of the Company's Delivery Service charges and the Electricity Supplier's charges; or
2. One consolidated bill from the Electricity Supplier, which includes both of the Electricity Supplier's charges and the Company's Delivery Service charges including a Billing Credit of \$1.00 per bill from the Company to the Customer; or
3. Two separate bills; One bill from the Company for Delivery Service charges and the other bill from the Electricity 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 Electricity Supplier Service.

If, at any time, the Customer receives the Company's 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.

RULES AND REGULATIONS

SECTION IV - PAYMENT TERMS - (Continued)

E. Payment Posting Sequence

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

1. Arrears for the Company's combined Electric Supply & Delivery Service or Delivery Service.
2. Arrears for the Electricity Supplier charges, where applicable.
3. Current charges for the Company's combined Electric Supply & Delivery Service or Delivery Service.
4. Current charges for Electricity Supplier charges, where applicable.
5. Value-added service charges.

F. Returned Checks

Checks received in payment of 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.

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

G. Late Payment Charge

Bills are due and payable upon presentation. If payment for the applicable delivery service bills or for the Company's combined Electric Supply & Delivery Service bills rendered is not received by the Company prior to the next meter reading date, a late payment charge of one and one-half percent (1-1/2%) of the unpaid balance, less applicable taxes and environmental surcharge shall be added to the next billing unless prohibited by law. The total late payment charge for any original balance shall not exceed five percent (5%). Payments shall be credited as prescribed under the Payment Posting Sequence of this section.

The Company, upon request by the Customer, shall waive any one (1) late payment charge within the last twelve (12) consecutive billing months for Residential Customers.

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 delinquent charges or the Company's combined Electric Supply & Delivery Service delinquent 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. All requests for installment payment agreements, are subject to Company approval and must be signed by the Customer and by a Company-authorized employee. A service charge of one and one-half percent (1-1/2%) 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. Failure of the Customer to meet the conditions of this installment payment agreement including prompt payment of the current bill shall constitute a breach of this agreement and entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the Maryland Public Service Commission.

I. Budget Billing

Budget billing provides a Delivery Service payment plan or a Company 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 summer 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 and November. Any such qualifying Customer who does not have a delinquent delivery service balance outstanding or a delinquent Company 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 Changes

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 (2) or more Service Classifications are available for the same class of service, the Customer shall select the Service Classification to be applied.

D. Company Assistance

The Company upon request 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.

E. Changing Service Classifications

When a Customer has selected the Service Classification, its application shall remain in effect for the contract term which the Service Classification specifies.

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.

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 or 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 of devices which will protect its equipment from damage in the event of phase outages.

RULES AND REGULATIONS

SECTION VI - CUSTOMER'S INSTALLATION - (Continued)

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 AND TRANSFORMER INSTALLATIONS

A. General

Services as used in this section refers to that portion of the Company's electric distribution system necessary to furnish permanent service from the Applicant's lot line to a residential building, mobile home or other commercial, industrial or multiple occupancy building. The Company's system facility from which the service is installed may be on public or private right-of-way. Services shall be installed either overhead or underground, in accordance with the policies of the Public Service Commission of Maryland, and shall be designed and constructed with sufficient capacity and suitable material which, in the Company's judgment, shall assure that the Applicant shall receive safe, adequate and reasonable electric service for the foreseeable future. Services to new residential buildings or mobile homes shall be made underground.

The Company, where system facilities are of adequate capacity and adjacent to the applicant's premise, will provide, install, and maintain residential services, all to the point of connection with the Applicant's wiring. Such point shall generally be at or near the corner of the building nearest the point at which the electric service line enters the property to be served and must be such that the service will be clear of obstructions and adequately supported. Any modifications requested by the Applicant must be approved by the Company. Services shall not be connected until satisfactory payments or credit arrangements are made to satisfy the charges detailed in this section.

All services to new residential buildings and mobile homes and all services of less than 34,500 volts (nominal) to new commercial, industrial and multiple-occupancy buildings shall be installed underground, except where a specific exemption has been granted by the Maryland Public Service Commission.

B. Service Installations

1. Residential Service

The Company shall provide, own and maintain residential services. The Applicant shall pay the Company a charge for such new service equal to \$5.00 per foot which includes applicable taxes. Any such payments shall not be waived or refunded.

2. Non-Residential Services

The Company shall provide, own and maintain non-residential services. The Company's investment in Non-Residential Services and line extensions shall be limited to three (3) times the related estimated annual delivery and transmission service revenue ("Estimated Revenue"). Where the Estimated Revenue does not justify the estimated cost of installation, the Applicant shall pay for all additional installed costs not justified by the revenues. Any such payments shall not be waived or refunded.

RULES AND REGULATIONS

SECTION VII - SERVICE AND TRANSFORMER INSTALLATIONS - (Continued)

C. Special Service Conditions

Where the Applicant requests the Company, and the Company agrees, to install facilities which are more costly than those normally furnished, the Applicant will be charged the difference in cost.

The Applicant shall be responsible to provide a service path, clear of all obstacles for the installation and maintenance of facilities. 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.

Where environmental or other hazardous conditions require special work practices to comply with applicable rules or laws, the Company reserves the right to withhold service until a clear non-hazardous access can be provided or to charge the Applicant the additional costs.

Service lines should not be installed inside or under Applicant's residence or building. Where residential or building extensions have inadvertently covered existing services, Applicant will be charged for relocation as maintenance is required.

When replacement or repair of privately owned services is necessary, the Company will, if agreeable to the Customer, make the necessary repairs or replacements. The Customer shall be charged for all repair costs. Upon the owner's request, the Company may assume ownership and maintenance responsibilities of these facilities provided they meet the Company's specifications.

D. Modification or Relocation of Existing Services

Any modifications, changes or relocations of existing Company-owned services shall be made by mutual agreement of the Company and the Customer. Any charges to the Customer for such modifications, changes or relocations shall not exceed the Company's costs.

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.

E. 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.

RULES AND REGULATIONS

SECTION VIII - METER INSTALLATIONS

A. Meters Provided and Owned 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. For metering and meter services that are not provided or owned by the Company, refer to the Metering and Meter Reading "MMR" Rider under tariff Leaf Nos. 117-120.

When a Customer, Electricity 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. 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. In addition, at the Customer's request, the Company will provide, if feasible, on-site pulse outputs through an isolation relay or similar equipment, at the Customer's expense based on the Company's actual time and material costs, that will allow the Customer near real-time access to energy consumption data. Such isolation relay is the property of the Customer once installed. When the Customer wants an electronic communication link for remote access of the Company owned 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 such Company owned 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.

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.

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.

RULES AND REGULATIONS

SECTION VIII - METER INSTALLATIONS - (Continued)

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 Maryland 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 Maryland Public Service Commission. Meter tests performed at the request of a Customer shall be made in accordance with Section IX-D.

F. Residential Multiple Occupancy Buildings

Any new residential multiple occupancy buildings on which construction begins after July 1, 1978 shall be individually metered for each occupancy unit that is individually leased or owned. (Enacted by Maryland General Assembly Chapter 561 July 1, 1977.)

G. Unscheduled Meter Reading

When a Customer requests for a meter reading of a non-interval meter on an unscheduled meter reading date, the Customer shall be charged twenty-five dollars (\$25) per meter for that special meter reading service. When a Customer requests for a meter reading of an interval meter on an unscheduled meter reading date, the Customer shall be charged on a time and material basis per meter, not to exceed one-hundred dollars (\$100.00) per meter, for that special meter reading service. This special meter reading service shall be for data collection or informational purposes only. Such special meter reading service shall not be used to expedite a Customer's switch to an Electricity Supplier or to return to the Company's electric supply services. Nor shall this service be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Customer's additional expense.

At the Customer's request, Delmarva will provide the Customer with Delmarva's time and material cost estimate for providing an unscheduled meter reading of the Customer's interval meter, prior to the work being performed. If the Customer believes the estimate is unreasonable, the Customer and Delmarva will work together in good faith to identify a mutually-acceptable third party to perform the unscheduled meter reading where such alternative meter reading shall meet Delmarva's data processing standards. To the extent that a third party performs the work, such work shall be deemed to be performed for the Customer. Each party (the "Indemnifying Party") shall indemnify the other against any claims of third parties arising out of the Indemnifying Party's acts or omissions with respect to the reading of Customer's meter and any associated telemetering equipment. Customer would reimburse Delmarva to the extent a third party raises a claim against Delmarva arising out of Customer's acts or omissions with respect to any of Customer's (or its third party contractor's) responsibilities with respect to the reading of the Customer's meter and any associated telemetering equipment. Similarly, Delmarva would reimburse Customer to the extent a third party raises a claim against Customer arising out of Delmarva's acts or omissions with respect to any of Delmarva's responsibilities with respect to the reading of the Customer's meter and any associated telemetering equipment. Examples of where this indemnification would be applicable include, but are not limited to: Customer's indemnification where an Electric Supplier makes a claim against Delmarva for discrepancies between the reading of Customer's meter and Customer's actual usage or expected usage if the claim arises due to Customer's acts or omissions with respect to meter reading; or Delmarva's indemnification where an Electric Supplier makes a claim against Customer relating to a consolidated bill prepared by Delmarva where the meter was read accurately, but Delmarva improperly programmed or coded the meter.

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On and After December 27, 2000Filed in Compliance with Orders in Case Nos. 8738 and 8795
And as Approved by the Commission with Order No. 76674, dated December 27, 2000

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 Maryland Public Service 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 and for the Company's 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 Public Service Commission of Maryland, 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 the Company's 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 Public Service Commission of Maryland may authorize or direct. Except in cases of tampering, theft, inaccessibility to the meter, or unauthorized overload, the Company shall bill the customer one-half of the unbilled error for a period of 3 months, unless the meter has been tested within that 3-month period, in which event the utility may bill the customer one-half the unbilled error for the period since the meter was last tested. If the amount of under-registration is less than \$5, the utility will not adjust the bill.

C. Accidental Ground

When an accidental ground exists without the knowledge of the Customer which has resulted in the meter registering more kilowatt-hours than the Customer has actually consumed, the billing for the one month immediately prior to the discovery of the ground shall be adjusted on the following basis.

The average kilowatt-hour consumption for the three (3) months prior to the ground, or for the corresponding month of the previous year, whichever appears to be more equitable, is to be used as the basis for determining the estimated actual consumption; add to this figure one-half of the difference between this figure and the metered kilowatt-hours; compute the Customer's bill on the basis of this total. Proportionate adjustment shall be made on the current billing up to the time the ground is discovered, but after such adjustment has been made, no further adjustment shall be made if the ground is not corrected.

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RULES AND REGULATIONS

SECTION IX - ADJUSTMENT OF CHARGES - (Continued)

D. Demand Meter

Whenever a demand meter, the readings, or indications of which are utilized in computing the charges for Delivery Service and the Company's combined Electric Supply & Delivery Service, is found, upon test by the Company or the Public Service Commission of Maryland, to be in error, in excess of the limits indicated below, the 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

E. 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 thirty dollars (\$30) for testing a non-interval meter. For testing an interval meter, the charge shall be rendered on a time and material basis per interval meter tested, not to exceed five hundred dollars (\$500) per interval meter tested. 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.

At the Customer's request, Delmarva will provide the Customer with Delmarva's time and material cost estimate for testing the Customer's interval meter, prior to the work being performed. If the Customer believes the estimate is unreasonable, the Customer and Delmarva will work together in good faith to identify a mutually-acceptable third party to perform the meter test where such alternative meter testing shall meet the Commission's meter testing standards. To the extent that a third party performs the work, such work shall be deemed to be performed for the Customer. Each party (the "Indemnifying Party") shall indemnify the other against any claims of third parties arising out of the Indemnifying Party's acts or omissions with respect to the testing of Customer's meter and any associated telemetering equipment. Customer would reimburse Delmarva to the extent a third party raises a claim against Delmarva arising out of Customer's acts or omissions with respect to any of Customer's (or its third party contractor's) responsibilities with respect to the testing of the Customer's meter and any associated telemetering equipment. Similarly, Delmarva would reimburse Customer to the extent a third party raises a claim against Customer arising out of Delmarva's acts or omissions with respect to any of Delmarva's responsibilities with respect to the testing of the Customer's meter and any associated telemetering equipment. Examples of where this indemnification would be applicable include, but are not limited to: Customer's indemnification where an Electric Supplier makes a claim against Delmarva for discrepancies between the registration of Customer's meter and Customer's actual usage or expected usage if the claim arises due to Customer's acts or omissions that affect the meter operation; or Delmarva's indemnification where an Electric Supplier makes a claim against Customer relating to a meter that was registering inaccurately because Delmarva improperly maintained the meter.

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RULES AND REGULATIONS

SECTION IX - ADJUSTMENT OF CHARGES - (Continued)

F. Adjustments for Incorrect Billings

Incorrect billings for Delivery Service and for the Company's combined Electric Supply & Delivery Service resulting from clerical error, incorrect meter installation, meter inaccuracy 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 case 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 for undercharges which occurred more than 12 months but not more than 3 years. 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 known date that 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 an 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.

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RULES AND REGULATIONS

SECTION X - CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

1. The Company does not guarantee continuous uninterrupted electric service and, except as provided herein, shall not be liable for any change in, interruption, phase reversal, or resumption of service. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost, damage, expense, or any other liability (all of which shall be considered "Damages") regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.

2. The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities; preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers goods, services, equipment or other products to be delivered through the Company's facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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 supply or 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 the Company's combined Electric Supply & Delivery Service or provided by an Electricity Supplier or any part thereof, except that this rule shall not apply to a public utility purchasing electric energy in bulk for distribution to its Customers, except in master-metered apartment houses, office buildings or shopping centers in accordance with the Code of Maryland Regulations. Purchase of energy in bulk for use by tenants located on the Customer's property, when the cost to the tenant of such energy is included in the normal rental charge for occupancy of the premises, shall not be considered as resale.

B. Multiple Occupancy Buildings

Multiple occupancy buildings and shopping centers shall not be master metered, but shall be individually metered for each occupancy unit that is individually leased or owned, except as permitted pursuant to Maryland Law. 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 Electricity Supplier in such a manner as to cause unusual fluctuations or disturbances in the Company's delivery system. Should such fluctuations or disturbances be caused by the Customer, or its Electricity 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-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-S", "LGS-S", "GS-P", "GS-T", or "ORL" the Customer shall at all times take and use energy in such a manner that the load will be taken 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. Superimposition 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's combined Electric Supply & Delivery Service, or furnished by the Customer's Electricity 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 shall normally be maintained within the limits prescribed by the regulations of the Public Service Commission of Maryland, except under emergency conditions and/or conditions beyond the reasonable control of the Company.

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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 between any two conductors.

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 Electricity 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 can not feed into the Company's delivery system, unless agreed to by contract between the Company and the Customer. In addition, such source of supply must meet all of the requirements of 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 damages resulting from the presence of electric current or the Company's equipment 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 or 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.

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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 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 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.
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 service which is greater than \$50.00 if the security deposit is less than the total owed.
 - c. Non-payment of any bill for electric Delivery Service or the Company's combined Electric Supply & Delivery Service which is less than \$50 and has been outstanding for 3 months or longer.
 - d. Violation of or noncompliance 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 noncompliance.
 - e. Failure to pay a deposit as requested.
 - f. Misrepresentation of or failure to disclose any material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
 - g. Repeated refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
 - h. Failure to pay Service Installation costs.
 - i. 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.

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RULES AND REGULATIONS

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

A. Right to Discontinue Service - (Continued)

3. The notice provided for 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 his last known mailing address appearing on the records of the Company. The notice shall conform with the requirements of the Code of Maryland Regulations.

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	\$30.00
5 p.m. to Midnight	Monday - Friday Excluding Company Holidays	\$60.00
8 a.m. to Midnight	Saturday, Sunday and Company Holidays	\$60.00
Midnight to 8 a.m.	Any Day	\$90.00

C. Collection of Payments at the Premises

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 fifteen dollars (\$15) per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through one of the Company's District offices.

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. The use of a load limiter shall occur only when termination for nonpayment of energy bills, deposit, or other charges would have been permitted under the applicable sections of the Code of Maryland Regulations.

Load limiters shall be used in compliance with the following:

1. Load limiters shall not be installed without Customer concurrence. Where the Customer desires to not have the device installed or to have the device removed, normal termination procedures shall apply.
2. Notification to the Company that an occupant of the residential premises is elderly, handicapped, seriously ill, or relies upon life support equipment shall prevent utilization of the load limiter device.
3. Load limiters shall not be utilized when, in the judgment of the Company, an unsafe condition would be created or the Customer's installation is not suitable for the load limiter.
4. Load limiters shall not be utilized for Residential Space Heating Customers during the winter period from November 1 through March 31.
5. Load limiters shall normally be installed on A-base and socket meter installations when they are compatible and readily accessible to the Customer and the Company.
6. Load limiters shall be installed for a minimum of seven (7) days and to a maximum of one (1) complete billing cycle (approximately thirty (30) days) unless a greater period is agreed upon by the Customer and the Company.
7. Any Customer having received a load limiter two (2) times with subsequent disconnection shall not be offered a load limiter a third time within the same twelve (12) month period.
8. The minimum size load limiter shall be a 10 ampere, 120 volt, double pole, single throw device.

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