

## GENERAL SERVICE – GAS

### SCHEDULE C

- 1. AVAILABILITY:** For use for 3 or more dwelling units served within a building through a single meter and all other non-domestic firm service.

**2. RATE TABLE:**

Customer Charge .....	\$ 35.00 per month, plus
Delivery Price:	
First 10,000 therms .....	\$ 0.2610 per therm, plus
All Over .....	\$ 0.1303 per therm
<b>For Daily-Metered customers</b>	
AMR Required .....	Estimated Installed Cost
Information Fee .....	\$65 per month, plus
Balancing Service Options:	
Comprehensive Balancing Service .....	\$0.0008 per therm
Self Balancing Option: The following Imbalance Prices apply:	
Percent of	Imbalance
<u>Imbalance</u>	<u>Price</u>
0 to 3%	No Charge
Greater than 3% to 6%	\$0.00518 per therm
Greater than 6% to 10%	\$0.00690 per therm
Greater than 10% to 15%	\$0.01380 per therm
Greater than 15%	\$0.02760 per therm

- 3. DELIVERY SERVICE:** Firm service transportation of gas through the Company's distribution system for all customers served under this Schedule.

**4. GAS COMMODITY SERVICE:**

- 4.1 BGE Gas Commodity Service** The sale of gas by BGE is provided under the provisions of Rider 2 – Gas Commodity Price.

- 4.2 Supplier Gas Commodity Service:** The Customer may elect to obtain Gas Commodity Service from a third party gas supplier subject to the following Terms and Conditions:

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**4.21 Terms and Conditions**

- (a) the Customer arranges for the transport and delivery of gas into the Company's distribution system at its interstate pipeline gate station(s); and
- (b) the Customer may only contract with a gas supplier that has obtained a license from the Public Service Commission of Maryland and has separately contracted with the Company under the Gas Supplier Tariff. A Daily Metered Customer may elect to act as its own supplier under the provisions of the Gas Supplier Tariff. Service under this Schedule is provided only so long as the Customer's gas supplier remains a qualified gas supplier under the Gas Supplier Tariff. In the event that the Customer's gas supplier becomes disqualified, the Customer must obtain Gas Commodity Service from another qualified gas supplier or return to BGE Gas Commodity Service, if eligible; and
- (c) the Customer shall select only one gas supplier for any period; and
- (d) the Customer takes title to the gas at or before the Company's City Gate; and
- (e) the transported gas is for the Customer's burner tip use and shall not be resold, except as an Accumulated Imbalance Corrective Measure as provided for in Section 4.254(d)(1) of this Schedule; and
- (f) the Customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, transportation or use of Transportation Gas.

**4.22 Definitions:**

- (a) Daily-Metered Customer: A Supplier Gas Commodity Service Customer with annual use of 120,000 therms or greater, or with annual use greater than 90,000 therms but less than 120,000 therms who elects to have an AMR device installed.
- (b) Transportation Gas: All gas to which the Customer takes title at or before the Company's City Gate.
- (c) Daily Imbalance: The difference between the Customer's daily use and daily delivery of gas to the Company's City Gate.
- (d) AMR: an Automated Meter Reading device.
- (e) Gas Production Day: A Gas Day when the Company anticipates engaging in peak shaving activities. The Company will endeavor to notify the Non-Standby Service Customer of expected peak shaving activity.
- (f) Gas Day: A 24-hour period beginning at 10:00 a.m. Eastern Time.

**4.23 Telephone Line Responsibility:** All customers not classified as Daily-Metered with annual use of 15,000 therms or greater are required to install and maintain a non-dedicated telephone line to the meter location. The Customer is required to maintain this telephone line in working order and is subject to the terms of Part 2, Sec. 4.11

**4.24 Termination of Supplier Gas Commodity Service:** Upon termination of Supplier Gas Commodity Service for any reason, the Customer is subject to Sec. 4.254(d) Accumulated Imbalance Corrective Measures of this Schedule and to the requirements of Sec. 4.255 – Standby Service and Non-Standby Service for Daily Metered Customers.

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**4.25 For Daily-Metered Customers:**

**4.251 Metering Equipment:** An AMR owned and maintained by the Company suitable for daily interface with the Company's data collection and processing system is required. The Customer pays the estimated installed cost of the AMR, plus any additional facilities necessary, under the provisions of Part 2, Sec. 8.5. Sixty (60) days notice is required for installation of the AMR. Service under this Option will commence upon installation of the AMR.

**4.252 Information Fee:** All Customers with an AMR installed shall pay a monthly Information Fee of \$65.

**4.253 Failure of the Customer's Transportation Gas to arrive at the City Gate:** Where all or part of the Customer's Transportation Gas fails to arrive at the Company's City Gate, the Customer is subject to Sec. 4.254(d) – Accumulated Imbalance Corrective Measures of this Schedule.

**4.254 City Gate Balancing Services:** The Company balances daily gas deliveries at the City Gate with unaccounted-for gas adjusted, burner tip use. Daily-Metered customers must select one of the Balancing Service Options. The prices for the components of Balancing Service are in addition to the monthly rates for Delivery Service and apply to the Customer's metered use.

**(a) Balancing Service Options:**

- 1. Comprehensive Balancing Service:** Balancing of the gas delivered to the Company's City Gate on behalf of the Customer with the Customer's use of gas on a daily basis is performed by the Company. A Comprehensive Balancing Service Price is applied to all therms of gas used by the Customer adjusted to the Company's City Gate. The Customer also pays a pro rata share of any interstate gas pipeline penalties incurred based on the Customer's Daily Imbalance in the same direction as the Imbalance for which the penalty was incurred, unless the Customer is part of a Selective Group, and that Group is in balance.

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At any time that the Customer's accumulated imbalance exceeds 2 times the Customer's average Daily Nomination for the 5 highest of the preceding 7 days nominations or 1,000 Dth, whichever is smaller, the Accumulated Imbalances Corrective Measures of Sec. 4.254(d) may be required

2. **Self Balancing Option:** Balancing of gas delivered to the Company's City Gate on behalf of the Customer with the Customer's use of gas on a daily basis is the responsibility of the Customer. An Imbalance Price based on the percentage of the Daily Imbalance to the Customer's average daily nomination is applied to the Daily Imbalance. The Customer also pays a pro rata share of any interstate gas pipeline penalties incurred based on the Customer's Daily Imbalance in the same direction as the Imbalance for which the penalty was incurred, unless the Customer is part of a selective Group and that Group is in balance.

The Imbalance Prices are determined as a percentage of the weighted average cost for the Company to correct an imbalance. The resultant Imbalance Prices are revised when the calculated weighted average cost of correcting an imbalance changes by more than 5 percent from the currently effective cost of correcting an imbalance. Details of the calculation of the weighted average cost of correcting an imbalance and the resultant Imbalance Prices are filed with the Public Service Commission.

At any time that the Customer's accumulated imbalance exceeds 20 percent of the Customer's average daily nomination for the 5 highest of the preceding 7 days Nominations, the Accumulated Imbalance Corrective Measures of Sec. 4.254(d) may be required.

- (b) **Selective Grouping:** Under either the Comprehensive Balancing Service or the Self Balancing Option, the Customer may join other customers in forming a Group for Balancing purposes only. Where the Customer participates in a Group under the Self Balancing Option, a Group Administrator is required. The Group

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Administrator shall separately contract with the Company and shall be responsible for payment of all Imbalance Prices and penalties. A Group Administrator is permitted for Groups under the Comprehensive Balancing Service. The Customer may revise his selection of Group membership on a monthly basis.

(c) **Daily Balancing Revenue:** The revenue collected through the application of the Comprehensive Balancing Service Price and the Imbalance Price is recorded as Gas Commodity Price revenue.

(d) **Accumulated Imbalance Corrective Measures**

1. **Over-Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Company will purchase the total accumulated over-tendered imbalance at the lower of the Gas Commodity Price (Rider 2), or 90% of the lowest Transco Zone 6 (non-New York) price for the current month. On Gas Production Days, Balancing Service provisions are suspended. When Gas Production Days cease, the Company will provide a period of time for the Customer to reduce the amount of any over-tendered imbalance. At the conclusion of this time period, if the accumulated imbalance exceeds the applicable limit, the Company will purchase the total accumulated imbalance at the above stated price.

2. **Under - Tendered Accumulated Imbalance:** When the Customer's accumulated imbalance exceeds the applicable limit, the Customer will purchase all gas used in excess of delivered Transportation Gas at the following rates:

(i) For all Customers selecting Standby Service, all gas used will be billed at the higher of the Gas Commodity Price (Rider 2) or 110% of the highest Transco Zone 6 (non-New York) price for the current month.

(ii) For Customers Selecting Non-Standby Service: During periods of other than Gas Production Days or curtailment of supply, all gas used will be billed at the higher of the Gas Commodity Price (Rider 2) or 110% of the highest Transco Zone 6 (non-New York) price for the current month.

On Gas Production Days, Balancing Service provisions are suspended. A tolerance of 3% is

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permitted on under-deliveries. When the 3% tolerance is exceeded, the following corrective measures become effective. Any gas used in excess of the Customer's Transportation Gas arriving at the Company's City gate up to the contracted Critical Use Gas, including the 3% tolerance, will be billed at the higher of the Gas Commodity Price (Rider 2) or 110% of the highest Transco Zone 6 (non-New York) price for the current month. For all gas used in excess of the contracted Critical Use Gas, a \$0.50 per therm penalty is added to the higher of the Gas Commodity Price or 110% of the highest Transco Zone 6 (non-New York) price for the current month. Any penalty revenue is treated as gas commodity revenue.

**4.255 Standby Service and Non-Standby Service:** Daily-Metered customers must select either Standby or Non-Standby Service. If a Customer does not elect either Standby or Non-Standby Service by July 31, 2005 or upon commencement of service under this Schedule, the Customer shall be immediately placed on Standby Service.

(a) **Standby Service:** The term for Standby Service is for a twelve month period effective November 1 through October 31. Standby Service will automatically renew unless the Customer provides the Company a written notice to switch to Non-Standby Service by July 31, whereby they will become a Non-Standby Service Customer effective November 1. BGE provides gas upon demand for Daily-Metered customers that have Standby Service. Customers will pay the Standby Service Price determined under Rider 3 – Standby Service Price for all therms delivered by BGE. In the event the Customer's Transportation Gas fails to be delivered into BGE's distribution system, the gas commodity will be provided under Sec. 4.254(d) - Accumulated Imbalance Corrective Measures of this Schedule. Upon termination of a Customer's contract with a gas supplier, the Customer's return to BGE Gas Commodity Service shall be on the first day of the next month.

(b) **Non-Standby Service:**

1. Daily-Metered customers may contract with the Company for Non-Standby Service. Non-Standby Service is where the Company's sole obligation is to make capacity available on its distribution system for the transport of Customer-owned gas from the Company's City Gate to the meter. The Company will not maintain interstate gas pipeline capacity to supply the Customer's requirements. However, gas may be provided from month-to-month on a best efforts basis, provided the Customer makes a nomination for such gas at

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least seven (7) business days prior to the first day of the delivery month. This gas is priced at the Gas Commodity Price (Rider 2).

2. The initial and renewal terms of the contract for Non-Standby Service are 3 years and are effective from November 1 of year one through October 31 of year three. The election of Non-Standby Service is binding for both the initial and renewal terms. Non-Standby Service will automatically renew unless the Customer provides the Company a written notice to switch to Standby Service 18 months prior to the end of the contract term. However, participation in BGE's Gas Commodity Service or Standby Service is subject to the Company's ability to acquire sufficient interstate gas pipeline capacity to supply the Customer's requirements. Termination of Non-Standby Service with less than 18 months written notice may be permitted at the sole discretion of the Company. BGE will provide the Customer with written notification of whether or not sufficient interstate gas pipeline capacity is available.

### **4.3 Critical Use Gas**

- (a) Daily Metered Customers that have elected Non-Standby Service may contract with the Company for Critical Use Gas. BGE will deliver and, if necessary, supply Critical Use Gas to customers contracting for Critical Use Gas volumes. Customers requesting Critical Use Gas volumes must contract annually for this amount with the Company, and must revise their request no later than July 31 of each year to be effective from November 1 through October 31. If a Customer does not contract for Critical Use Gas volumes, that Customer will have no Critical Use Gas. BGE reserves the right to decline a request for new or an increase in Critical Use Gas if sufficient distribution system capacity does not exist, subject to the provisions of Section 8 of the Terms and Conditions.
- (b) Critical Use Gas is a minimal amount of gas required for pilot use or to protect life, health, and public safety, or where a gas outage of up to 24 hours would cause irreparable damage to the environment and/or to the Customer's property. The total amount of Critical Use Gas is limited to 10 percent of the annual average daily load of the Daily Metered customers electing Non-Standby Service under this Schedule. If the Critical Use Gas under this Schedule exceeds the 10 percent limit, BGE

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will pro rate the necessary reduction among those customers served under this Schedule with requested Critical Use Gas exceeding 10 percent of their individual annual average daily load. The Critical Use Gas volumes are to be used by the Customer evenly throughout the day and any hourly use greater than 105% of 1/24<sup>th</sup> of the contracted Critical Use amount will be charged at the Curtailment Penalty Rate in accordance with Appendix A – Natural Gas Curtailment Plan.

- (c) The Critical Use Gas volumes contracted for will be delivered and, if necessary, supplied to the customer subject to the provisions of Appendix A – Natural Gas Curtailment Plan. If the Customer's Transportation Gas is delivered into the Company's distribution system, BGE will deliver the Critical Use Gas volumes. If the Customer's Transportation Gas fails to be delivered to the Company's distribution system, BGE will supply and deliver the Critical Use Gas volumes to the Customer subject to the provisions of this Schedule and Appendix A – Natural Gas Curtailment Plan.
- (d) Customers electing Non-Standby Service will be charged monthly for the daily amount of Critical Use Gas contracted for at the Standby Price as determined in Rider 3 – Standby Service Price.

## 5. GENERAL TERMS:

- 5.1 Minimum Charge:** Customer Charge
- 5.2 Late Payment Charge:** Standard (Part 2, Sec. 7.5)
- 5.3 Payment Terms:** Standard (Part 2, Sec. 7)
- 5.4 Term Of Contract With BGE:** The Customer's initial term of contract with BGE for Delivery Service is 2 years, and thereafter until terminated by at least 30 days notice from the Customer.

## 6. RIDERS APPLICABLE: This Schedule is subject to Riders applicable as listed below:

- 2. Gas Commodity Price
- 3. Standby Service Price
- 4. Even Monthly Payment Plan
- 6. Supplementary and Similar Service
- 7. Gas Choice and Reliability Charges
- 8. Monthly Rate Adjustment
- 9. Demonstration and Trial Installations
- 10. Billing in Event of Service Interruption
- 11. Unaccounted - For Gas Factor
- 12. Gas Administrative Charge
- 15. Sparrows Point (SP) Revenue Stabilization Rate



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