

Firm Residential Delivery Service - Rate Schedule No. 1A (Continued)

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty-day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

NOTICE OF CUSTOMER'S REQUEST TO RETURN TO SALES SERVICE

A customer may return to sales service under the following conditions:

~~A. If the customer's request for return to sales service is to coincide with the termination of the Customer enrollment period, the customer must provide the Company with sixty days notice prior to the termination of that agreement.~~

~~B. If the customer's request for return to sales service is for any reason other than A) above, the customer must have their supplier notify the Company of the customer's return to sales service. Return to sales service will occur within forty five days of such notice.~~

A. A customer may request to return to sales service or change supplier at any time, subject to the early termination penalties imposed by the Supplier. If the customer makes such a request, the Supplier shall promptly notify the Company. The request to drop the customer will be processed pursuant to COMAR 20.59.04.03 and Rate Schedule No. 8.

~~C. B. If a customer's supplier terminates a gas purchase agreement due to the customer's non-payment of the supplier's bill, the supplier must give the Company and the customer fifteen days prior notice. The Company will return such customer to sales service or enroll the customer with a new supplier on the first day of the month following the Company's receipt of such request, provided the request is received no later than 5:00pm Eastern Time on the 12th calendar day before the first day of the next month. If the request is received after this deadline, the customer will be returned to sales service or enrolled with the new supplier on the first day of the next subsequent month, pursuant to COMAR 20.59.04.02A(1) and (2) and Rate Schedule No. 8, at the next regularly scheduled meter reading that occurs after a fifteen day notice period is provided to the customer from the supplier. A copy of such notice shall be forwarded to the Company and shall be used to schedule the change in the customer's service. Supplier will then be notified by the Company of the effective switchover date. The supplier will be responsible for furnishing the customer gas until the customer is returned to sales service.~~

ISSUED: ~~September 27, 2002~~ July 16, 2010

EFFECTIVE: For meter readings on and after ~~September 30, 2002~~ May 15, 2011

~~Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition~~

~~Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition~~

EXPLANATION: ~~STRIKEOUT~~ Indicates Matter Stricken from Current Tariff. UNDERSCORING Indicates Matter Added to Current Tariff.

Firm Commercial and Industrial Delivery Service - Rate Schedule No. 2A (Continued)

NOTICE OF CUSTOMER'S REQUEST TO RETURN TO SALES SERVICE

A customer requesting to return to sales service (Rate Schedule No. 2) shall provide the Company with 12-months prior notice from the day service will be requested to begin. If a customer requests to return to sales service in a time frame shorter than that twelve month period, the Company will provide such service to the extent it has or can acquire the necessary capacity to serve customer's requirements. If such capacity costs are more than embedded average costs when expressed on a per therm basis, the customer will be required to pay for such excess until the twelve month advance notice period has been satisfied.

If a customer is also served under the Capacity Assignment as described in Rate Schedule No. 8, and said customer requests to return to sales service, the assigned capacity shall revert to the Company for use in serving that customer and the customer shall be allowed to return to sales service.

A customer may return to Sales Service, as described above, on the first of the subsequent month following the date of such request. In no event, however, shall such notice be less than thirty days. In such an event, the customer can return to sales service on the day of the second subsequent meter reading date.

- A. A customer may request to return to sales service at any time, subject to the early termination penalties imposed by the Supplier. If the customer makes such a request, the Supplier shall promptly notify the Company. The request to drop the customer will be processed pursuant to COMAR 20.59.02.03 and Rate Schedule No. 8.
- B. The Company will return such customer to sales service or enroll the customer with a new supplier on the first day of the month following the Company's receipt of such request, provided the request is received no later than 5:00pm Eastern Time on the 12th calendar day before the first day of the next month. If the request is received after this deadline, the customer will be returned to sales service or enrolled with the new supplier on the first day of the next subsequent month, pursuant to COMAR 20.59.04.02A(1) and (2) and Rate Schedule No. 8.
- C. After the third utility business day following a customer's request to cancel supply service, the customer may contact the Company to verify that the cancellation request was submitted by the Supplier and has been processed by the Company. (COMAR 20.59.06.06D(1)) If the customer's request for cancellation has not been received by the Company, the Company will process the cancellation once contacted by the customer. (COMAR 20.59.06.06D(2))

FIRM CREDIT ADJUSTMENT

The Distribution Charge shall be subject to the Firm Credit Adjustment (FCA), in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

BILLING MONTH

The term "billing month" set forth above for the applicable Distribution Charge shall mean the calendar month representing the principal usage for the monthly meter reading.

COST RESPONSIBILITY

The customer shall be responsible for the payment of any tax or assessment levied by any jurisdiction related to the acquisition, delivery or use of delivered gas.

LOST AND UNACCOUNTED-FOR GAS

The amount of gas retained by the Company shall be a percentage equal to the percentage of lost and unaccounted-for gas experienced in the Company's sales services during the billing month.

ISSUED: ~~September 27, 2002~~ July 16, 2010

EFFECTIVE: For meter readings on and after ~~September 30, 2002~~ May 15, 2011

~~Adrian P. Chapman~~ Vice President, Regulatory Affairs & Energy Acquisition

~~Roberta Willis Sims~~ Vice Present, Regulatory Affairs & Energy Acquisition

Firm Group Metered Apartment Delivery Service - Rate Schedule No. 3A (Continued)

LATE PAYMENT CHARGE

All bills are due and payable when rendered and the charges stated apply when the bills are paid within twenty days after date of rendition. If bills are not paid within twenty days after rendition, a late payment charge will be added equal to one and one-half percent of the unpaid bill and at the end of the first nominal thirty day billing interval after that, an additional charge of one and one-half percent of any portion of the original amount which remains unpaid, and at the end of the second thirty-day nominal billing interval, an additional charge will be made equal to 2 percent of any portion of the original amount which remains unpaid at that time; however, the total of such charges shall not exceed 5%.

NOTICE OF CUSTOMER'S REQUEST TO RETURN TO SALES SERVICE

~~A customer requesting to return to sales service (Rate Schedule No. 3) shall provide the Company with 12-months prior notice from the day service will be requested to begin. If a customer requests to return to sales service in a time frame shorter than that twelve-month period, the Company will provide such service to the extent it has or can acquire the necessary capacity to serve customer's requirements. If such capacity costs are more than embedded average costs when expressed on a per therm basis, the customer will be required to pay for such excess until the twelve-month advance notice period has been satisfied.~~

~~If a customer is also served under the Capacity Assignment as described in Rate Schedule No. 8 and said customer requests to return to Sales service, the assigned capacity shall revert to the Company for use in serving that customer and the customer shall be allowed to return to sales service.~~

~~A customer may return to Sales Service, as described above, on the first of the subsequent month following the date of such request. In no event, however, shall such notice be less than thirty days. In such an event, the customer can return to sales service on the day of the second subsequent meter reading date.~~

- A. A customer may request to return to sales service at any time, subject to the early termination penalties imposed by the Supplier. If the customer makes such a request, the Supplier shall promptly notify the Company. The request to drop the customer will be processed pursuant to COMAR 20.59.02.03 and Rate Schedule No. 8.
- B. The Company will return such customer to sales service or enroll the customer with a new supplier on the first day of the month following the Company's receipt of such request, provided the request is received no later than 5:00pm Eastern Time on the 12th calendar day before the first day of the next month. If the request is received after this deadline, the customer will be returned to sales service or enrolled with the new supplier on the first day of the next subsequent month, pursuant to COMAR 20.59.04.02A(1) and (2) and Rate Schedule No. 8.
- C. After the third utility business day following a customer's request to cancel supply service, the customer may contact the Company to verify that the cancellation request was submitted by the Supplier and has been processed by the Company. (COMAR 20.59.06.06D(1)) If the customer's request for cancellation has not been received by the Company, the Company will process the cancellation once contacted by the customer. (COMAR 20.59.06.06D(2))

FIRM CREDIT ADJUSTMENT

The Distribution Charge shall be subject to the Firm Credit Adjustment (FCA), in accordance with General Service Provision No. 20.

GAS SUPPLY REALIGNMENT ADJUSTMENT

The Distribution Charge shall be subject to the Gas Supply Realignment Adjustment (GSRA) in accordance with General Service Provision No. 26.

BILLING MONTH

The term "billing month" set forth above for the applicable Distribution Charge shall mean the calendar month representing the principal usage for the monthly meter reading.

ISSUED: ~~September 27, 2002~~ July 16, 2010

EFFECTIVE: For meter readings on and after ~~September 30, 2002~~ May 15, 2011

~~Adrian P. Chapman - Vice President, Regulatory Affairs & Energy Acquisition~~

~~Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition~~

MARYLAND

Delivery Service Gas Supplier Agreement

Rate Schedule No. 8

AVAILABILITY

For qualified Third Party ~~g~~Gas ~~s~~Suppliers where:

- A. ~~The Supplier executes a contract or consent form, or the supplier receives customer agreement through a recorded telephone call initiated by the customer, enters into a contract with a Customer, or Customers, served under Firm Delivery Service Rate Schedule No. 1A, 2A, or 3A to transport gas to the Company's City Gate for the account of such customer or customers.~~
- B. The Supplier executes an Application Agreement with the Company to provide service to customers and agrees to abide by the terms and conditions of this rate schedule. Such Application Agreement shall include, but not limited to, data on the Company's Credit Worthiness Test.
- C. The Supplier satisfies the Company's credit requirements as defined in this schedule.
- D. ~~Service under said contract or consent form, or telephonic registration may only begin after receipt by the Company of notification of the customer's intent to take such service. The supplier is responsible for such notification and it shall include, but not limited to, the customer's name, length of contract and the amount of capacity wanted pursuant to the Capacity Assignment as described below. Notification by the supplier that they are in possession of such contract(s) or recorded telephone call will suffice for this notification requirement. The timing of the initiation of such service is fully described below under EXCHANGE OF REQUIRED INFORMATION.~~
- E.D. A failure to either provide a customer with at least fifty percent of its DRV for fifteen consecutive days or to reconcile a FAILURE TO DELIVER THE DRV, as described below will be considered a breach of contract and the contract will be considered terminated. The applicable customer shall be returned to sales service at that time at no charge to the customer. Under such circumstances the customer will be billed as a full service customer under the appropriate rate schedule during that period for the volume provided by the Company. However, if the customer wishes to be provided service by another ~~s~~Supplier, and that ~~s~~Supplier complies with the requirements of this rate schedule, the customer can initiate service with that ~~s~~Supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.

Under the above circumstances, the applicable ~~s~~Supplier shall be responsible for, in addition to any other charge pursuant to the Company's Firm Delivery Service Rate Schedule(s), any penalty, fine or cost incurred by the Company as a result of such breach and termination.

ISSUED: ~~November 10, 2004~~ July 16, 2010

EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ August 1, 2010

Adrian P. Chapman – Vice President, Regulatory Affairs & Energy Acquisition

Roberta Willis Sims – Vice President, Regulatory Affairs & Energy Acquisition

EXPLANATION: STRIKEOUT Indicates Matter Stricken from Current Tariff. UNDERSCORING Indicates Matter Added to Current Tariff.

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

~~F.E.~~ If a customer decides to terminate service with their sSupplier and that sSupplier provides confirmation of their agreement to terminate their contract, such customer may return to Sales Service under the conditions specified under NOTICE OF RETURN TO SALES SERVICE under Rate Schedule Nos. 1A, 2A or 3A, as applicable. If such customer wishes to be provided service by another sSupplier, and that sSupplier complies with the requirements of this Rate Schedule, said customer can initiate service by that sSupplier subject to the following:

- a) Service will be initiated by the new sSupplier and discontinued by the former sSupplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
- b) Any imbalance existing at that time will be reconciled through the sSupplier's Imbalance Account.
- c) The capacity assigned under the Capacity Assignment, as fully described below, shall revert back to the Company. Under such conditions, the new sSupplier will be assigned the capacity.

~~G.F.~~ A Capacity Assignment is required to the extent described under that caption within this Rate Schedule. The Capacity Assignment shall immediately revert to the Company upon the expiration or early termination of the contract between the sSupplier and their customer(s).

~~H.~~ The Company will, upon the written request of interested customers, distribute in writing to non-residential customers a listing of their historic weather-normalized average usages for a two-year period.

~~H.G.~~ A sSupplier who is unable to produce a Customer Consent Form under Rate Schedule 1A, or a contract or consent form under either Rate Schedule Nos. 2A or 3A, when requested by the Company will be charged a penalty of \$40 to cover the cost of transferring the customer to sales service. If customer agreement was acquired through a recorded telephone call initiated by the customer and the sSupplier is unable to produce the recording of such a call when requested by the Company, the sSupplier will be charged a penalty of \$75. Further such recordings shall be maintained by the sSupplier for the length of the customer contract and such recordings shall be made in conformance with all applicable federal and state laws.

~~J.H.~~ The sSupplier agrees, in writing, to notify the Company of any significant known and/or anticipated changes in their customer's daily requirements. Such notification should include, but not be limited to, changes in the Company's rate classes.

~~K.I.~~ The sSupplier agrees to enter into a contract with the Company to transfer title of gas for injections into storage under the Company's pipeline storage contracts whenever, in the opinion of the Company, such injections are required. Title shall revert back to the sSupplier when such volumes are withdrawn from storage. This contract shall be made at no cost or charge to either party, however, for the provision of such service the Company will bill the marketer for the incremental costs to the Company of such transactions.

~~J.~~ INTENTIONALLY LEFT BLANK

~~K.~~ INTENTIONALLY LEFT BLANK

ISSUED: ~~November 10, 2004~~ July 16, 2010

EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ August 1, 2010

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

DAILY REQUIRED VOLUMES

The Daily Required Volumes shall be calculated by the Company by a) multiplying the sSuppliers weather gas factor, as estimated by the Company, times the forecasted HDD's, b) adding the base gas and c) adjusting the results to produce, in the aggregate of all sSuppliers and the Company, the Company's total estimated sendout for that day. The sSuppliers base and weather use factors will be based on such factors for each of their customers as estimated by the Company. The result of this calculation shall be adjusted for lost and unaccounted-for gas and Company Use and a wet to dry measurement basis. In addition, such daily deliveries may be adjusted by the Company to accommodate the sSupplier's Imbalance Account. Except however, the company may, due to operational considerations, reduce or eliminate a sSupplier's DRV on any day with twenty-four hours notice.

Failure to deliver the DRV occurs whenever a sSupplier's DRV is more or less than actual deliveries to the city gate. Such over-or under-deliveries will be reconciled as set forth as herein described under FAILURE TO DELIVER THE DRV.

RESPONSIBILITY FOR GAS DELIVERY

The Supplier shall have delivered the Company-specified DRV to the Company's City Gate each day unless failure to deliver is due to force majeure as defined in this schedule and subject to the Company's operational ability to accept the DRV at the delivery point mutually specified by the Supplier and the Company. The Supplier will be deemed to have met its delivery obligations under this Rate Schedule if the Supplier has nominated and the upstream transporter has confirmed receipts equal to its DRV for re-delivery to the Company's city-gate.

PRORATION OF DELIVERY VOLUMES

The Company will compensate the Supplier within 90 days of the first supply of gas to the customer for the first-month lag between what it delivers to the customer and what it bills the customer. This will be done through an adjustment of delivery volumes for the portion of the first month during which gas is delivered to the customer of the Supplier, but for which the Supplier has not billed the customer. The following method will be used for calculating the credit:

- a. Washington Gas will track new customer enrollments each month by cycle day for each Supplier.
- b. At the end of the month, Washington Gas will calculate new customer enrollment deliveries by day based on temperature, sendout and share of system load for the customers.
- c. Washington Gas will credit back to the Supplier the calculated volumes for the cycle days that the Supplier is not responsible for deliveries due to cycle billing.

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EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ October 1, 2010

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

The Supplier may choose one of three credit options:

- a. reduction of daily required volumes for the following month; OR
- b. credit to the "accumulated unbilled" OR
- c. credit to Supplier "imbalance account".

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EFFECTIVE: For meter readings on and after October 1, 2010

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

UTILITY CONSOLIDATED BILLING

A Supplier may elect to use consolidated billing by Washington Gas for some or all of its customers.

A Supplier shall transmit billing and related data to Washington Gas using the uniform electronic transactions approved by the Commission.

A Supplier using utility consolidated billing shall have the same electronic access to customer bill information for each customer of the Supplier as provided to customers, subject to the execution of a data security agreement with Washington Gas.

Beginning with bills rendered on and after February 1, 2011, the Company shall purchase, at a Commission-approved discount rate, the receivables (excluding any non-commodity charges) of Suppliers for accounts billed using utility consolidated billing pursuant to COMAR 20.59.05.03 and the provisions set forth in the "Calculation of Discount Rate" section of this rate schedule. The discount rate will be reviewed and approved by the Commission on an annual basis, with an effective date of February 1st each year. Supplier receivables will be purchased by the Company on a semi-monthly basis and shall include the current amount due for gas charges only. The Company shall not purchase any non-commodity charges. Any arrearage or past due amount due the Supplier will not be purchased by the Company and shall be collected by the Supplier on its own behalf. However, the Company will continue to bill the customer on behalf of the Supplier for up to 90 days.

CALCULATION OF DISCOUNT RATE

A. Using the criteria outlined in paragraph B, the Company will calculate two discount rates one for receivables applicable to residential customers and one for receivables applicable to non-residential customers.

B. Components of the purchase of receivables (POR) discount rate:

1. Component No. 1 - Bad Debt Expense - The percentage of actual net bad debt write-offs (bad debt write-offs less bad debt write-off recoveries for residential sales and non-residential sales customers) for the most recent historical 12 month period applied to commodity sales will be included as an annual cost in each annual calculation of the discount rate. The percentage applied in the POR discount rate will be updated on an annual basis based on the percentage of actual net bad debt write-offs experienced with the purchased accounts for residential and non-residential customers.
2. Component No. 2 - Information Technology (IT) Implementation Costs - The total actual incremental IT implementation costs will be collected through the POR discount rate using a five-year amortization period. In Year 1, the estimated total IT implementation costs will be divided by five years and that amount will be included in the calculation of the total annual costs for the POR discount rate. In the remaining years (2-5), the updated estimate of total incremental IT implementation costs minus the amount collected to date will be amortized over the remaining years. If the IT costs are not fully recovered in the first five years of the POR Program, these costs will be included in a year or years beyond the first five years. Any additional IT Implementation Costs related to the POR Program incurred by the Company at any time will be included in the POR discount rate calculation as part of Component No. 2.
3. Component No. 3 - Incremental Collection Costs - Annual incremental collection costs will be calculated as the estimated increase in annual collection costs to be incurred as a result of the

ISSUED: July 16, 2010

EFFECTIVE: For meter readings on and after February 1, 2011

Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition

Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

implementation of the POR Program. This level of collection costs related to the POR Program will be updated annually in calculating the POR discount rate.

4. Component No. 4 - Risk Factor - Pursuant to the Commission's June 30, 2010 Letter Order, this factor is set at 0.00% of annual CSP commodity sales for the period February 1, 2011 through January 31, 2012 (Year 1). An assessment will be done annually to evaluate any adjustments, if applicable, to the risk factor used in the calculation of the POR discount rate, subject to Commission approval.
5. Component No. 5 - Reconciliation Factor - This factor will adjust for any under-collection of costs (other than Component No. 1 - Bad Debt Expense) resulting from the under-participation of Suppliers in the POR Program.
6. POR Discount Rate - The addition of the annual costs of Components Nos. 1 through 5 will result in the total annual costs to be collected through the POR discount rate. The total annual costs will be divided by the estimated annual CSP commodity sales, calculated as the rolling five year historical average of annual CSP commodity sales, resulting in the POR discount rate to be used for the POR Program for the current year.
7. Pursuant to the Commission's June 30, 2010 Letter Order, the discount rate for Year 1 will be 2.52% for residential accounts and 0.53% for non-residential accounts.

PAYMENT TO SUPPLIERS

The Company will process and submit payments twice a month (five (5) business days after (a) the 15th of each month, and (b) the end of the month) to each Supplier using consolidated billing. The payments will include the Supplier's portion of its customers' bills that were due as between the 1st and 15th of each month and between the 16th and the last day of each month, respectively, less any prior-period adjustments or cancellations, and the POR discount rate approved by the Commission.

BUDGET BILLING

Customers of a Supplier who receive a Utility Consolidated Bill may utilize a Budget Plan for Supplier charges in accordance with General Service Provision No. 4A. Budget Plan.

UTILITY RESPONSIBILITIES IN THE EVENT OF A SUPPLIER DEFAULT

A Supplier whose gas license is suspended or revoked by the Commission is a considered a defaulted Supplier.

If a defaulted Supplier uses consolidated billing by Washington Gas for some or all of its customers, Washington Gas will include Supplier charges on the consolidated bill following suspension or revocation by the Commission of the Supplier's license unless prohibited by the Commission.

A defaulted Supplier using utility consolidated billing services must provide Washington Gas with information necessary to allow consolidated billing to be completed through the conclusion of the billing cycle.

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EFFECTIVE: For meter readings on and after February 1, 2011

Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

EXCHANGE OF REQUIRED INFORMATION

The following procedures shall be followed by the Company and the Supplier to exchange the information required to serve customers:

1. ~~By the 9th calendar day of the month (next business day if holiday or weekend), each supplier shall provide to the Company a list of customers to be supplied by that Supplier during the following month.~~
1. Suppliers and the Company will use the electronic standard messaging protocol approved by the Commission when exchanging data. This includes requests for pre-enrollment information, enrollments, drops, and all billing transactions.
2. Prior to enrolling a customer, a Supplier may obtain pre-enrollment information from the Company. Prior to making such request, the Supplier must notify the customer of its intention to make such a request. (COMAR 20.59.03.01A(1))
3. When making a request for pre-enrollment data, the Supplier **must** include the Customer's utility account number, if available. If the customer's utility account number is not available to the Supplier, the request for pre-enrollment information **must** include the customer's name and service address exactly as it appears on the customer's bill.
4. Upon the receipt of a valid request of a Supplier, the Company will provide the pre-enrollment information using the electronic transaction process approved by the Commission. (COMAR 20.59.03.02A) Pursuant to COMAR 20.59.03.02A and B, the pre-enrollment information will include the following:
 - a. account name;
 - b. billing address;
 - c. service address;
 - d. utility account number;
 - e. bill cycle;
 - f. utility rate class or code; and,
 - g. monthly historical consumption for the previous 12 months.
5. Pursuant to COMAR 20.59.06.05B and 20.59.07.09B, when enrolling a customer, the Supplier shall provide the following information via the electronic transmission procedure approved by the Commission:
 - a. customer account name;
 - b. customer service address;
 - c. billing name;

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

EXCHANGE OF REQUIRED INFORMATION (Continued)

- d. billing address;
- e. utility name;
- f. utility account number;
- g. Supplier name;
- h. Supplier identifier;
- i. commodity provided; and
- j. effective date of the enrollment.

6. Enrollment transactions received by the Company no later than 5:00p.m. Eastern Time on the 12th calendar day before the first of the next month will be effective the 1st day of the following month. (COMAR 20.59.04.02A(1)) Enrollment transactions received after 5:00p.m. Eastern Time on the 12th calendar day before the first day of the next month will be effective the 1st day of the next subsequent month. (COMAR 20.59.04.02A(2))
7. Enrollments shall be processed on a first-in basis as they are received throughout the month (COMAR 20.59.04.02A(3)). In the event two or more enrollments are received for the same customer before the enrollment deadline as described above, the first enrollment received by the Company will be processed. Any subsequent enrollments received during the same enrollment period will be rejected.
8. When submitting a request to drop a customer, the Supplier shall provide the following information via the electronic transmission procedure approved by the Commission:
 - a. customer account name;
 - b. customer service address;
 - c. billing name;
 - d. billing address;
 - e. utility name;
 - f. utility account number;
 - g. Supplier name;
 - h. Supplier identifier;
 - i. commodity provided; and
 - j. effective date of the drop.
9. Drop transactions received by the Company no later than 5:00p.m. Eastern Time on the 12th calendar day prior to the first day of the next month will be effective the 1st day of the next month. (COMAR 20.59.04.03B(1)) Drop transactions received by the Company after 5:00p.m. Eastern Time on the 12th calendar day prior to the first day of the next month will be effective the 1st day of the next subsequent month. (COMAR 20.59.04.03B(2))
10. If a customer is enrolled with a Supplier when the Company receives an enrollment from a different Supplier, the Company will drop the customer from its current supplier and process the enrollment pursuant to the first-in protocol described in paragraph 6, regardless of whether or not a drop has been received prior to the receipt of the enrollment.

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Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition

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Delivery Service Gas Supplier Agreement - Rate Schedule No. 8 (Continued)

EXCHANGE OF REQUIRED INFORMATION (Continued)

11. If the Company receives a drop from the customer's current Supplier, and an enrollment is not received from a different Supplier, the Company will return the customer to utility service.
12. A Supplier shall process a non-residential customer's request to cancel supply service within two (2) business days of receipt of the request.
13. Within one (1) business day after the Company processes the enrollment, both the Company and the Supplier shall send written notice of the enrollment to the customer. (COMAR 20.59.06.05A(1) and 20.59.07.09B(2)) The notice shall include the following information: customer name; customer service address; billing name; billing address; utility name; utility account number; Supplier name; Supplier identifier; commodity provided; and, effective date of the enrollment. (COMAR 20.59.06.05B(2) and 20.59.07.09B(3))
- ~~2-14.~~ Service to added customers shall commence with the first calendar day of the month following the notification requirements as described above and the notification requirements as described under the Availability section of this Rate Schedule.
- ~~3-15.~~ Notice to sSuppliers provided for and/or required under the Company's Firm Delivery Service Rate Schedules shall be made by postings to its GAS MANAGEMENT SYSTEM (GMS). It shall be the responsibility of the sSupplier to monitor the GMS and comply with its postings. The Company may supplement such notification through the use of, for example, telephone or facsimile.
- ~~4-16.~~ It is the responsibility of the sSupplier to notify the Company of the unavailability or inaccessibility of the GMS to the sSupplier. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the sSupplier is deemed to have received all communications and is responsible for complying with all postings.
- ~~5-17.~~ Questions concerning data posted to the GMS, and related billing transactions, must be brought to the attention of the Company within sixty days of its posting. It is the responsibility of the sSupplier to bring such questions to the attention of the Company. Any billing complaints or requests for adjustments arising from GMS posted data beyond this time frame will not be recognized by the Company.
18. By 10:00am Eastern tTime each day, the Company shall provide to each sSupplier their minimum and maximum gas deliveries and the required allocation of such deliveries by WG's gate station(s) for the following gas day beginning at 10:00am Eastern Time. In addition, the Company will be providing sSuppliers a five-day forecast of their estimated deliveries.

FORCE MAJEURE FOR FAILURE TO DELIVER THE DRV

Force Majeure, for purposes of this Schedule, shall be any sudden, unforeseeable event which causes a physical inability to transport gas to or receive gas at the designated point of delivery and which could not have been prevented or overcome by the reasonable efforts of the party claiming Force Majeure. In the event of Force Majeure, the Supplier shall give as soon as possible after the occurrence of Force Majeure written notice and full particulars of such Force Majeure including the extent, if any, to which the Supplier remains able to carry out its obligations and a good faith estimate of when the Supplier expects to recover its ability to fully perform.

ISSUED: July 16, 2010

EFFECTIVE: For meter readings on and after May 15, 2011

Roberta Willis Sims - Vice President, Regulatory Affairs & Energy Acquisition