

Kimberly A. Curry
Senior Counsel

2 Center Plaza
110 W. Fayette Street
Baltimore, Maryland 21201
410.470.1305
443.213.3206 Fax
kimberly.a.curry@constellation.com



Via Electronic Filing

May 24, 2010

Terry J. Romine, Executive Secretary
Public Service Commission of Maryland
William Donald Schaefer Tower
6 Saint Paul Street
Baltimore, Maryland 21202-6806

**Re: Supplement 464 to P.S.C. Md. E-6
Supplement 343 to P.S.C. Md. G-9**

**Filing of Baltimore Gas and Electric Company Regarding Provision of
Customer Lists**

Dear Ms. Romine:

Pursuant to prior Commission orders authorizing Maryland utilities to provide customer lists to electric and natural gas suppliers and affirmed in a September 11, 2009 letter order on Baltimore Gas and Electric Company's (BGE) May 1, 2009 request to distribute customer lists, BGE submits this filing to distribute lists consisting of residential customers' names and addresses to suppliers.¹

These lists will designate customers by fuel type as an electric, gas, or combined customer. In consideration of customer privacy concerns, BGE does not propose to include phone numbers. Customers will be notified annually of BGE's intent to distribute the lists to suppliers and will be given the opportunity to request that their information not be disclosed to suppliers. BGE estimates that it will initially charge suppliers \$715 for the lists. The electric tariff sheets showing the charge for the list are appended hereto as Attachment 2. This charge will be reflected in the existing Electricity Supplier Coordination Tariff. For BGE's gas business, the existing Schedule DSG governs the utility/supplier relationship; however, BGE has proposed in the context of Rulemaking Docket RM35 to move the terms and conditions of this relationship from Schedule DSG

¹ See Order No. 76110 (authorizing the distribution/sale of electric customer lists with name, address and telephone number; Order No. 76931 (affirming Order No. 76110 with respect to telephone number); Order No. 76932 (authorizing the distribution/sale of gas customer lists); September 11, 2009 Letter Order (Commission affirming that "wholesale suppliers can, pursuant to existing Commission Order, continue to obtain customer lists of names, addresses and telephone numbers from BGE at a cost to conduct any marketing efforts that they may wish to undertake"). For the Commission's convenience, a copy of the September 11, 2009 letter order is appended hereto as Attachment 1.

Terry J. Romine, Executive Secretary

May 24, 2010

Page 2

into a separate Gas Supplier Tariff. Therefore, BGE proposes to incorporate this charge in the new Gas Supplier Tariff proposed by BGE and currently pending before the Commission in RM35. The tariff page reflecting this charge is provided as Attachment 3. BGE requests that this page be accepted upon Commission approval of the Gas Supplier Tariff in Rulemaking 35.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kimberly A. Curry". The signature is stylized with a large, sweeping flourish at the end.

Kimberly A. Curry

KAC:jdb

cc: Paula M. Carmody, Office of the People's Counsel

Attachment 1

DOUGLAS R. M. NAZARIAN
CHAIRMAN

HAROLD D. WILLIAMS
SUSANNE BROGAN
LAWRENCE BRENNER



PUBLIC SERVICE COMMISSION

#21, 8/19/09 AM; ML#116450, S-987

September 11, 2009

Beverly A. Sikora, Esquire
Baltimore Gas and Electric Company
P. O. Box 1475
Baltimore, MD 21203-1475

Dear Ms. Sikora:

The Public Service Commission (“Commission”) has reviewed the Request for Approval to Distribute Customer Lists to Suppliers (“Request”) filed on May 1, 2009 by Baltimore Gas and Electric Company (“Company”). In response to the Company’s filing, a number of comments were filed in support and in opposition to the Request. The Commission’s Staff, in its written comments, recommended that the Commission approve dissemination of a customer list to licensed Maryland suppliers on an opt-out basis limited to five of the eight items offered to be provided by the Company in its Request.¹

The matter was heard at the Commission’s August 19, 2009 Administrative Meeting (“Meeting”). At the Meeting, the Commission received oral comments from Staff (recommending approval of the Request as limited in its written comments); several retail suppliers supporting approval of the Request; the Apartment and Office Building Association of Greater Washington, the Maryland Office of the Attorney General – Consumer Protection Division, and the Maryland Office of People’s Counsel, who opposed the Request. After hearing from all the interested parties, the Commission took the matter under advisement.

The Commission previously has permitted the sale of electric customer lists consisting of the names, addresses, and telephone numbers, provided the lists were offered to affiliates and non-affiliates on a non-discriminatory basis and provided also that customers were given clear and conspicuous notices of the utility’s intent to distribute such lists and the customer’s right to

¹ Staff recommended approval of dissemination of: account name; billing address; service address; account number; and use type. Staff recommended against dissemination of rate class, historical usage for the prior 12 months or standard offer service (“SOS”) type.

request that their identifying information not be disclosed.² The Commission reached the same conclusion as to lists of gas customers.³

The Commission declines to expand the availability of utility customer information to alternative suppliers. In 2005, the Commission approved the publication of proposed competitive electric supply and gas supply consumer protection regulations in the *Maryland Register*, which contained a mass market customer list proposal similar to the proposal in the Request. The Joint Committee on Administrative, Executive and Legislative Review submitted a request to the Commission asking that the Commission delay adoption of the proposed rules, and subsequently notified the Commission that the Committee had voted to oppose the adoption of the proposed regulation providing for customer lists. Recently, the Commission finally adopted competitive electric supply consumer protection regulations, but the parties to that rulemaking could not reach consensus on the availability of customer lists to suppliers and the final regulations omitted any customer list rule.⁴ BGE's request, whether or not it is within the Commission's statutory authority to order, would effectively end-run that four-year rulemaking process and, contrary to that process, permit disclosure of customer account information without the customer's express permission.⁵

The Commission, therefore, finds that the Request is inconsistent with the principles underlying the new competitive electric and gas supplier consumer protection regulations. Wholesale suppliers can, pursuant to existing Commission Order, continue to obtain customer lists of names, addresses and telephone numbers from BGE at a cost to conduct any marketing efforts that they may wish to undertake. The Commission concludes that the availability of such lists is sufficient, and that BGE's offer to provide greater information to suppliers, although well-intentioned, shall be denied.

By Direction of the Commission,

/s/ Terry J. Romine

Terry J. Romine
Executive Secretary

TJR:lvs

cc: Peter Saar, Maryland Office of People's Counsel
The Maryland Office of the Attorney General,
Consumer Protection Division

² See *Re Provision of the Gas and Electric Service*, 91 Md. P.S.C. 183, 187 (2000).

³ See *Re: Gas Supplier Licensing and Consumer Protection*, 92 Md. P.S.C. 213, 222-223 (2001).

⁴ Similarly, in the proposed consumer protection regulations for competitive gas supply, the customer list regulation also was omitted.

⁵ The new electric and gas consumer protection regulations both require utilities to provide detailed customer information to suppliers, but only with the customer's permission and after the customer has expressed interest in the possibility of switching. See COMAR 20.53.03.01 (residential customers), 20.53.06.02 (nonresidential customers), COMAR 20.59.03.01 (residential customers) and 20.59.06.02 (nonresidential customers).

Attachment 2

Redlined Copy

TABLE OF CONTENTS

1.0:	DEFINITIONS/EXPLANATION OF ABBREVIATIONS.....	1
2.0:	GENERAL TERMS AND CONDITIONS	4
2.1	Scope and Purpose	4
2.2	Electricity Supplier’s Responsibilities to Customers.....	4
2.3	Tariff to Govern	4
2.4	Recourse to the Commission	4
2.5	FERC Jurisdiction.....	4
2.6	Electricity Supplier Obligations	4
2.7	Electricity Supplier and Company Obligations	5
2.8	Control Area Services and Obligations	5
2.9	Communications and Data Exchange.....	5
2.10	Record Retention.....	5
2.11	<u>Customer Lists</u>	<u>5</u>
3.0:	UTILIZATION OF SCHEDULING COORDINATORS	5
3.1	Participation through a Scheduling Coordinator	5
3.2	Designation of a Scheduling Coordinator	6
3.3	Change of Scheduling Coordinator	6
3.4	Load Scheduling through a Scheduling Coordinator.....	6
3.5	Primary Obligations of Electricity Supplier	6
4.0:	COMMENCEMENT AND TERMINATION OF COORDINATION SERVICES	7
4.1	Application Process to Company	7
4.2	Commencement of Coordination Services	8
4.3	Notice of Electricity Supplier Discontinuance to the Company	8
4.4	Termination of Coordination Services	8
4.5	Effect of Termination	8
4.6	Survival of Obligations	8
5.0:	CREDITWORTHINESS.....	9
5.1	Purpose and Intent.....	9
5.2	Finding of Creditworthiness.....	9
5.3	Credit Amount.....	9
5.4	Change in Financial Status.....	9
5.5	No Endorsement of Electricity Supplier.....	9
6.0:	NONCOMPLIANCE AND DEFAULT	9
6.1	Definition of Noncompliance	9
6.2	Events of Noncompliance	10
6.3	Cure and Default	10

and will pay to the Company all such tax amounts upon demand

2.7 Electricity Supplier and Company Obligations. The Company shall provide Electricity Suppliers with services as necessary for the delivery of energy to serve retail access load located within the Company's Service Territory. The Company and Electricity Supplier will cooperate in order to ensure delivery of energy to customers. The Electricity Supplier and the Company shall exchange all data, materials, or other information that is specified in this Tariff in accordance with Commission standards, and that may otherwise be reasonably required by the Electricity Supplier or the Company in connection with their obligations under this Tariff, subject to the confidentiality provisions in Section 16 herein.

2.8 Control Area Services and Obligations. The Electricity Supplier is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Power Supply to its Customers. In addition, the Electricity Supplier must satisfy all obligations that are imposed on a Load Serving Entity ("LSE"s) in the PJM Control Area. The Electricity Supplier must make all necessary arrangements for scheduling the delivery of energy through the PJM OI. The Company and the Electricity Supplier shall coordinate with the PJM OI to determine the magnitude and location of the Electricity Supplier's actual or projected load, as required by the PJM OI, for the purpose of calculating the appropriate firm transmission service reservation, unforced capacity obligation, or other requirements under the PJM Tariff, PJM Reliability Assurance Agreement or the tariff of any other applicable Control Area Operator.

The Electricity Supplier shall meet all applicable reliability standards established by the Mid-Atlantic Area Council of the North American Electric Reliability Council or its successor, PJM or its successor, the FERC, the Commission, or any other state, regional, federal or industry body with authority to establish reliability standards.

2.9 Communications and Data Exchange. Electronic information exchange between the Electricity Supplier and the Company under this Tariff shall employ an Electricity Supplier identification number, in accordance with Commission standards. In addition, the Company may also assign to the Electricity Supplier identification acronym that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's Service Territory.

2.9.1 Electronic Data Interchange (EDI). To the extent the Commission has established EDI or other standards for communications and data exchange, the Company and the Electricity Supplier shall employ those standards or mutually agreeable alternate standards. To the extent the Commission has not established EDI standards, the Company and the Electricity Supplier shall exchange information and data in formats agreed to by the Company and Electricity Supplier. The Electricity Supplier and Company shall follow Commission approved EDI testing requirements and implementation guidelines.

2.10 Record Retention. The Electricity Supplier and the Company shall comply with all applicable laws, rules, and regulations for record retention, as they are and may, from time to time, be modified, including, but not limited to, those issued by the Commission and FERC.

2.11 Customer List. The Company will provide licensed suppliers with a residential customer list on an annual basis. Customers will be notified annually of BGE's intent to distribute the list to suppliers, and will be given the opportunity to request that their information not be disclosed. The list will include the following date elements:

- a) Account Name
- b) Billing Address

c) Service Address

d) Use Type (Gas, Electric, Combined)

3.0: UTILIZATION OF SCHEDULING COORDINATORS

Participation through a Scheduling Coordinator. An Electricity Supplier is responsible for performing the responsibilities and obligations provided in this Tariff, but may elect to perform certain functions through a Scheduling Coordinator. To the extent an Electricity Supplier so elects, it becomes a Coordinated Electricity Supplier. A Coordinated Electricity Supplier may retain up to ten Scheduling Coordinators with the Company at any time. More than 10 Scheduling Coordinators may be allowed if mutually agreed upon by the Electricity Supplier and the Company. An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator for all the Electricity Supplier's responsibilities, including transmission obligation, unforced capacity obligation, import capability, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of PJM that may be necessary in order to carry out its responsibilities. All actions of the Scheduling Coordinator on behalf of the Electricity Supplier are binding on, and attributable to, the Electricity Supplier, whether such actions were or were not authorized by the Electricity Supplier.

3.2 Designation of a Scheduling Coordinator. For each Scheduling Coordinator designated, the Electricity Supplier must provide the Company with a completed Scheduling Coordinator Designation Form fully executed by both the Electricity Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplant or replace any agency contract between the Electricity Supplier and a Scheduling Coordinator.

3.3 Change of Scheduling Coordinator. The Electricity Supplier shall notify the Company in writing if it changes or adds Scheduling Coordinators or ceases to be a Coordinated Electricity Supplier or ceases to provide scheduling coordination on its own behalf and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter. If notification is received by the Company less than 10 Business Days before the first day of that month, the effective day of the change shall be the first day of the subsequent month. The Company will provide confirmation of receipt of change of Scheduling Coordinator to the Electricity Supplier within two Business Days of receipt of such notice. In the event the Electricity Supplier ceases using a Scheduling Coordinator, the Electricity Supplier shall immediately assume the direct performance of all Electricity Supplier responsibilities under this Tariff.

3.4 Load Scheduling through a Scheduling Coordinator. Coordinated Electricity Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Electricity Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Electricity Suppliers.

3.5 Primary Obligations of Electricity Supplier. Notwithstanding any designation of a Scheduling Coordinator, the Electricity Supplier remains responsible for fulfilling all of its obligations and requirements under this Tariff.

SCHEDULE 1 – ELECTRICITY SUPPLIER CHARGES

Registration	<i>No charge</i>
Supplier Account Management & Load Profiling and Settlement	<i>No charge through 6/30/02 \$30/MW/month (Effective 7/1/02)</i>
<i>(Based on the average daily Electricity Supplier's MW peak load contribution for the month.)</i>	
Switching	<i>No charge</i>
<u>12 Month Load History:</u>	
Consumption History	<i>No charge</i>
Interval Load Data	<i>No charge</i>
<i>(15 minute interval load data for each hour in the prior 12-months)</i>	
Interval Load Data Access Service <i>(optional value-added service)</i> \$1/Customer account/month	
<u>Customer List</u>	<u><i>\$715</i></u>
Supplier EDI Testing and Re-Testing <i>(after 225 hrs & if fault of supplier)</i>	<i>\$70 per hour</i>
Dual Billing	<i>No charge</i>
BGE Consolidated Billing Service	<i>\$.50 per monthly bill</i>
Supplier Consolidated Billing	<i>No charge</i>
<u>Off-Cycle Meter Reading:</u>	
Residential	<i>\$20 per read</i>
Commercial	<i>\$30 per read</i>
For interval meters that are telemetered	<i>\$25 per read</i>
For interval meters that require a field read	<i>\$90 per read</i>
<u>Meter Testing:</u>	
Residential	<i>\$45 per test</i>
Commercial	<i>\$65 per test</i>
For an advanced meter	<i>\$90 per test</i>
<u>Meter Removal:</u>	
Residential	<i>\$25 per removal</i>
Commercial	<i>\$65 per removal</i>
For an advanced meter	<i>\$90 per removal</i>
Special Load Data Request	<i>\$70 per hour</i>

Clean Copy

TABLE OF CONTENTS

1.0:	DEFINITIONS/EXPLANATION OF ABBREVIATIONS.....	1
2.0:	GENERAL TERMS AND CONDITIONS.....	4
2.1	Scope and Purpose.....	4
2.2	Electricity Supplier’s Responsibilities to Customers.....	4
2.3	Tariff to Govern.....	4
2.4	Recourse to the Commission.....	4
2.5	FERC Jurisdiction.....	4
2.6	Electricity Supplier Obligations.....	4
2.7	Electricity Supplier and Company Obligations.....	5
2.8	Control Area Services and Obligations.....	5
2.9	Communications and Data Exchange.....	5
2.10	Record Retention.....	5
2.11	Customer Lists.....	5
3.0:	UTILIZATION OF SCHEDULING COORDINATORS.....	5
3.1	Participation through a Scheduling Coordinator.....	5
3.2	Designation of a Scheduling Coordinator.....	6
3.3	Change of Scheduling Coordinator.....	6
3.4	Load Scheduling through a Scheduling Coordinator.....	6
3.5	Primary Obligations of Electricity Supplier.....	6
4.0:	COMMENCEMENT AND TERMINATION OF COORDINATION SERVICES.....	7
4.1	Application Process to Company.....	7
4.2	Commencement of Coordination Services.....	8
4.3	Notice of Electricity Supplier Discontinuance to the Company.....	8
4.4	Termination of Coordination Services.....	8
4.5	Effect of Termination.....	8
4.6	Survival of Obligations.....	8
5.0:	CREDITWORTHINESS.....	9
5.1	Purpose and Intent.....	9
5.2	Finding of Creditworthiness.....	9
5.3	Credit Amount.....	9
5.4	Change in Financial Status.....	9
5.5	No Endorsement of Electricity Supplier.....	9
6.0:	NONCOMPLIANCE AND DEFAULT.....	9
6.1	Definition of Noncompliance.....	9
6.2	Events of Noncompliance.....	10
6.3	Cure and Default.....	10

and will pay to the Company all such tax amounts upon demand

2.7 Electricity Supplier and Company Obligations. The Company shall provide Electricity Suppliers with services as necessary for the delivery of energy to serve retail access load located within the Company's Service Territory. The Company and Electricity Supplier will cooperate in order to ensure delivery of energy to customers. The Electricity Supplier and the Company shall exchange all data, materials, or other information that is specified in this Tariff in accordance with Commission standards, and that may otherwise be reasonably required by the Electricity Supplier or the Company in connection with their obligations under this Tariff, subject to the confidentiality provisions in Section 16 herein.

2.8 Control Area Services and Obligations. The Electricity Supplier is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Power Supply to its Customers. In addition, the Electricity Supplier must satisfy all obligations that are imposed on a Load Serving Entity ("LSE"s) in the PJM Control Area. The Electricity Supplier must make all necessary arrangements for scheduling the delivery of energy through the PJM OI. The Company and the Electricity Supplier shall coordinate with the PJM OI to determine the magnitude and location of the Electricity Supplier's actual or projected load, as required by the PJM OI, for the purpose of calculating the appropriate firm transmission service reservation, unforced capacity obligation, or other requirements under the PJM Tariff, PJM Reliability Assurance Agreement or the tariff of any other applicable Control Area Operator.

The Electricity Supplier shall meet all applicable reliability standards established by the Mid-Atlantic Area Council of the North American Electric Reliability Council or its successor, PJM or its successor, the FERC, the Commission, or any other state, regional, federal or industry body with authority to establish reliability standards.

2.9 Communications and Data Exchange. Electronic information exchange between the Electricity Supplier and the Company under this Tariff shall employ an Electricity Supplier identification number, in accordance with Commission standards. In addition, the Company may also assign to the Electricity Supplier identification acronym that may be required by PJM in connection with the submission and/or confirmation of load schedules for serving load in the Company's Service Territory.

2.9.1 Electronic Data Interchange (EDI). To the extent the Commission has established EDI or other standards for communications and data exchange, the Company and the Electricity Supplier shall employ those standards or mutually agreeable alternate standards. To the extent the Commission has not established EDI standards, the Company and the Electricity Supplier shall exchange information and data in formats agreed to by the Company and Electricity Supplier. The Electricity Supplier and Company shall follow Commission approved EDI testing requirements and implementation guidelines.

2.10 Record Retention. The Electricity Supplier and the Company shall comply with all applicable laws, rules, and regulations for record retention, as they are and may, from time to time, be modified, including, but not limited to, those issued by the Commission and FERC.

2.11 Customer List. The Company will provide licensed suppliers with a residential customer list on an annual basis. Customers will be notified annually of BGE's intent to distribute the list to suppliers, and will be given the opportunity to request that their information not be disclosed. The list will include the following data elements:

- a) Account Name
- b) Billing Address

- c) Service Address
- d) Use Type (Gas, Electric, Combined)

3.0: UTILIZATION OF SCHEDULING COORDINATORS

Participation through a Scheduling Coordinator. An Electricity Supplier is responsible for performing the responsibilities and obligations provided in this Tariff, but may elect to perform certain functions through a Scheduling Coordinator. To the extent an Electricity Supplier so elects, it becomes a Coordinated Electricity Supplier. A Coordinated Electricity Supplier may retain up to ten Scheduling Coordinators with the Company at any time. More than 10 Scheduling Coordinators may be allowed if mutually agreed upon by the Electricity Supplier and the Company. An Electricity Supplier may become a Coordinated Electricity Supplier by entering into a business arrangement with another Electricity Supplier or other entity that will act as a Scheduling Coordinator. A Coordinated Electricity Supplier must enter into this business arrangement with a Scheduling Coordinator for all the Electricity Supplier's responsibilities, including transmission obligation, unforced capacity obligation, import capability, load scheduling, and reconciliation rights and responsibilities. The Scheduling Coordinator is responsible for meeting all of the requirements of PJM that may be necessary in order to carry out its responsibilities. All actions of the Scheduling Coordinator on behalf of the Electricity Supplier are binding on, and attributable to, the Electricity Supplier, whether such actions were or were not authorized by the Electricity Supplier.

3.2 Designation of a Scheduling Coordinator. For each Scheduling Coordinator designated, the Electricity Supplier must provide the Company with a completed Scheduling Coordinator Designation Form fully executed by both the Electricity Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplant or replace any agency contract between the Electricity Supplier and a Scheduling Coordinator.

3.3 Change of Scheduling Coordinator. The Electricity Supplier shall notify the Company in writing if it changes or adds Scheduling Coordinators or ceases to be a Coordinated Electricity Supplier or ceases to provide scheduling coordination on its own behalf and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the month indicated in the notification letter. If notification is received by the Company less than 10 Business Days before the first day of that month, the effective day of the change shall be the first day of the subsequent month. The Company will provide confirmation of receipt of change of Scheduling Coordinator to the Electricity Supplier within two Business Days of receipt of such notice. In the event the Electricity Supplier ceases using a Scheduling Coordinator, the Electricity Supplier shall immediately assume the direct performance of all Electricity Supplier responsibilities under this Tariff.

3.4 Load Scheduling through a Scheduling Coordinator. Coordinated Electricity Suppliers cannot submit individual load schedules to the PJM OI, nor can Coordinated Electricity Suppliers propose scheduling changes on an individual basis. Rather, the Scheduling Coordinator is responsible for submitting all schedules and changes thereto on behalf of itself as well as its Coordinated Electricity Suppliers.

3.5 Primary Obligations of Electricity Supplier. Notwithstanding any designation of a Scheduling Coordinator, the Electricity Supplier remains responsible for fulfilling all of its obligations and requirements under this Tariff.

SCHEDULE 1 – ELECTRICITY SUPPLIER CHARGES

Registration	<i>No charge</i>
Supplier Account Management & Load Profiling and Settlement	<i>No charge through 6/30/02 \$30/MW/month (Effective 7/1/02)</i>
<i>(Based on the average daily Electricity Supplier's MW peak load contribution for the month.)</i>	
Switching	<i>No charge</i>
<u>12 Month Load History:</u>	
Consumption History	<i>No charge</i>
Interval Load Data	<i>No charge</i>
<i>(15 minute interval load data for each hour in the prior 12-months)</i>	
Interval Load Data Access Service <i>(optional value-added service) \$1/Customer account/month</i>	
Customer List	<i>\$715</i>
Supplier EDI Testing and Re-Testing <i>(after 225 hrs & if fault of supplier)</i>	<i>\$70 per hour</i>
Dual Billing	<i>No charge</i>
BGE Consolidated Billing Service	<i>\$.50 per monthly bill</i>
Supplier Consolidated Billing	<i>No charge</i>
<u>Off-Cycle Meter Reading:</u>	
Residential	<i>\$20 per read</i>
Commercial	<i>\$30 per read</i>
For interval meters that are telemetered	<i>\$25 per read</i>
For interval meters that require a field read	<i>\$90 per read</i>
<u>Meter Testing:</u>	
Residential	<i>\$45 per test</i>
Commercial	<i>\$65 per test</i>
For an advanced meter	<i>\$90 per test</i>
<u>Meter Removal:</u>	
Residential	<i>\$25 per removal</i>
Commercial	<i>\$65 per removal</i>
For an advanced meter	<i>\$90 per removal</i>
Special Load Data Request	<i>\$70 per hour</i>

Attachment 3

Redlined Copy

2.17 Liability Limits. In addition to the liability limitations specified, the Company is not liable for any loss, cost, damage or expense occasioned by an error in the calculation of the Daily Requirements. The Supplier shall warrant that, at the time of delivery of gas to the Company, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas delivered prior to its delivery to the Company's City Gate or after its re-delivery to the Customer.

2.18 Customer List. The Company will provide licensed suppliers with a residential customer list on an annual basis at a cost of \$715. Customers will be notified annually of BGE's intent to distribute the list to suppliers, and will be given the opportunity to request that their information not be disclosed. The list will include the following data elements:

- a) Account Name
- b) Billing Address
- c) Service Address
- d) Use Type (Gas, Electric, Combined)

Clean Copy

2.17 Liability Limits. In addition to the liability limitations specified, the Company is not liable for any loss, cost, damage or expense occasioned by an error in the calculation of the Daily Requirements. The Supplier shall warrant that, at the time of delivery of gas to the Company, it will have good title to deliver all gas volumes. The Company shall have no liability with respect to all gas delivered prior to its delivery to the Company's City Gate or after its re-delivery to the Customer.

2.18 Customer List. The Company will provide licensed suppliers with a residential customer list on an annual basis at a cost of \$715. Customers will be notified annually of BGE's intent to distribute the list to suppliers, and will be given the opportunity to request that their information not be disclosed. The list will include the following data elements:

- a) Account Name
- b) Billing Address
- c) Service Address
- d) Use Type (Gas, Electric, Combined)