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October 8, 2009

Via Electronic Filing and Overnight Delivery

Terry J. Romine
Executive Secretary
Public Service Commission of Maryland
6 St. Paul Street, 16th Floor
Baltimore, MD 21202

**RE: RM35 – Competitive Gas Supply – Compliance Plan of Washington Gas
Light Company**

Dear Ms. Romine:

Washington Gas Light Company ("Washington Gas" or "Company") hereby files its Compliance Plan and proposed revised tariff pages with the Maryland Public Service Commission ("Commission") to implement requirements in new Title 20, Subtitle 59 - Competitive Gas Supply of the Code of Maryland Regulations ("COMAR"). The new regulations were published July 6, 2009 in the Maryland Register, made effective on an emergency basis, and adopted as final regulations by the Maryland Public Service Commission at the Open Meeting on September 10, 2009. The new regulations have been the subject of Rulemaking No. 35 ("RM35"). Although the Company does not expect significant changes to its Compliance Plan, it reserves the right to amend this filing, if necessary, after the RM35 Implementation Working Group concludes.¹

Washington Gas's Compliance Plan consists of two parts: (1) a narrative description of the changes to the Company's current processes that will be implemented; and (2) "legislative" and "clean" versions of the proposed revised tariff pages.

At the outset, it is important to note that Washington Gas has offered a choice to customers on its system in Maryland, as well as in the District of Columbia and Virginia, to obtain gas supplies from the Company through utility sales service, or from competitive gas suppliers, for more than a decade.² Washington Gas has long had procedures in place to enable

¹ The RM35 Implementation Working Group continues to meet to finalize the uniform Statewide electronic transaction processes. Once final, the uniform processes must be approved by the Commission.

² Washington Gas currently provides firm delivery service to approximately 77,000 customers in its Maryland service territory.

these transactions to occur. However, significant changes to current procedures must be made to reflect the requirements in the new regulations. These changes are time-consuming and will require the Company to build a new system from the ground up and make major modifications to the Company's billing systems. The most significant changes relate to (1) the need to "build" and implement an electronic interface to conduct the new uniform Statewide electronic transaction processes approved by the Commission through which suppliers may request pre-enrollment information, enroll and drop customers, and exchange billing information with the Company; (2) the Company's decision to prorate consolidated bill payments between the Company and the supplier (rather than to purchase supplier receivables), which alters the payment hierarchy for Maryland customers underlying the Company's billing systems; and (3) the requirement to prorate supplier gas deliveries during the initial month of service for new customers enrolled by a supplier in Maryland within 90 days from the commencement of service by the supplier.

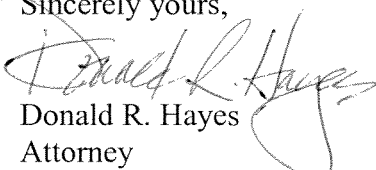
Implementation of the changes to the Company's current processes required by the new regulations will be accomplished through a work plan, the products of which will go "live" in two phases. The first phase will encompass two changes: (1) the prorating of consolidated bill payments between the Company and suppliers, and (2) the prorating of gas supplies delivered by a supplier during the initial month of service for new customers enrolled by a supplier within 90 days from the commencement of service by the supplier. Completion of this phase of the work plan is expected to be completed by mid-October 2010. The second phase will encompass building and implementing the electronic system through which the uniform Statewide electronic transaction processes approved by the Commission will be conducted. This phase of the work plan is expected to be completed by mid-May 2011, but that date may be extended if there is a significant delay in Commission approval of the uniform Statewide electronic transaction processes, which are being finalized by the RM35 Implementation Working Group.³

The Company estimates it will take more than 26,000 hours to fully design, program and test all of the systems before they can go "live," at an estimated cost of approximately \$2.1 million. This includes building and implementing the new utility-supplier electronic interface, the system to prorate supplier delivery volumes, and the changes to the billing systems.

Washington Gas proposes a surcharge, referred to as the Gas Choice Charge, applicable to all firm service rate schedules to recover the Company's costs to implement the changes required by the new regulations. These costs include Information Technology programming costs, computer hardware and software costs and operating costs, as well as any increase in the level of uncollectible expense as a result of the change in bill payment hierarchy. The Gas Choice Charge will be computed annually and applied to monthly bills and will be subject to a true-up.

³ These implementation dates are impacted by, and are subject to, the Company's policy, under the Sarbanes-Oxley, Act which generally precludes the implementation of significant financial system changes, such as those described above, during the fourth quarter of the of the fiscal year (July-September) in order to assure that internal controls are in place and operating effectively prior to the end of the fiscal year,

Washington Gas respectfully requests that the Commission approve the attached proposed changes to the tariff (issued and effective dates have not been included) and requests that this matter be considered by the Commission at its earliest convenience.

Sincerely yours,

Donald R. Hayes
Attorney

Attachments

Rulemaking No. 35 – Compliance Plan of Washington Gas Light Company

Uniform Electronic Transactions – 20.59.02.03

The RM35 Working Group is finalizing development of uniform Statewide electronic transaction processes which will be used for the transmission of information between suppliers and gas utilities, including pre-enrollment requests and responses, enrollments, drops, and billing data through an electronic interface. The uniform electronic transaction processes will require significant changes in the Company's current procedures, which are manual in nature. The new process will be highly automated – transactions by either the supplier or the utility will trigger an automatic acknowledgment by the other party. The transaction will then be processed by the receiving party within a designated period of time, and a confirmation message will be transmitted to the sender. The electronic system through which these transactions will be conducted is expected to be completed by mid-May 2011, but that date may be extended if there is a significant delay in Commission approval of the uniform Statewide electronic transaction processes.¹

Pre-Enrollment Information – 20.59.03.02

Currently, Washington Gas accepts requests for pre-enrollment information from suppliers via email and provides customer account number, meter read date and 12 month historical usage data. To comply with the new regulations, Washington Gas will build and implement an interface that will be used by the Company and suppliers, thereby eliminating all other methods of communication. Once the system goes “live”, pre-enrollment requests will be transmitted to the Company by suppliers via the interface, and an automatic response will reply back to the supplier acknowledging the request. Within one business day of receiving the request the Company will transmit the pre-enrollment data to the supplier via the same interface. The supplier's request for pre-enrollment information must include the customer's account number, if available. If the customer account number is not available, the supplier may provide the customer's name and address, with the understanding that this will significantly reduce the likelihood of a “match”.² Pursuant to COMAR 20.59.03.02, pre-enrollment information provided to the supplier will include: account name; billing address; service address; utility account number; bill cycle; utility rate class or code; and, monthly historical consumption for the previous 12 months.

¹ Under COMAR 20.59.02.03, the uniform Statewide electronic transaction processes must be approved by the Commission.

² Because the Company's system cannot interpret the information it receives, the name and address as submitted by the supplier must match exactly to the name and address as it exists in the Company's system in order for the customer's account to be located. The suppliers who participated in the RM35 Working Group recognized this limitation by the utilities' systems, and acknowledged that in most instances the account number is provided to them by the customer.

Supplier Enrollments – 20.59.04.02

Under the current system, enrollments must be received by Washington Gas by close of business on the 9th calendar day³ of the month for processing effective on the first day of the next month. Enrollments may be made via email, typically using one of two different formats – either as a text file or Excel document. Enrollments are generally processed on the next business day following the close of the enrollment period for the month. Once the enrollments are processed, a text file is sent back to the supplier listing the accounts that were enrolled, as well as the ones that were rejected. After all drop transactions have been processed for the month, Washington Gas again attempts to enroll the rejected accounts and notifies the supplier whether or not this was successfully accomplished.

Under the new regulations, the enrollment process will be done through the new electronic interface. To enroll a customer, a supplier must provide the following information: customer account number, customer name, service address, billing name, billing address, utility name, supplier name, supplier group number, commodity, unit of measure, effective date, and bill method. Enrollments must be received by the Company no later than 5:00pm Eastern Time on the 12th calendar day before the first day of the next month to be effective the first day of the next month. Enrollments received after this deadline will be processed by the Washington Gas to take effect on the first day of the next subsequent month. An automatic response will be sent to the supplier acknowledging receipt of the enrollment. Enrollments will be processed within one business day of receipt,⁴ and once processed, a notice will be sent to the supplier acknowledging the successful processing of the enrollment, or informing the supplier that the enrollment was rejected. The reason for the rejection will be provided using one of the agreed-upon codes. Pursuant to COMAR 20.59.04.02A(3) and (4), enrollments will be processed on a first-in basis during the enrollment period for service beginning the next month, and a customer will be dropped from its current supplier, even if a drop has not been processed for the first supplier.⁵

Supplier Drops – 20.59.04.03

Similar to the process for enrollments, under the current system, drops must be received by the Company no later than close of business on the 20th calendar day⁶ of the month to take effect on the 1st day of the next month. Under the new regulations,

³ If the 9th calendar day falls on a weekend or holiday, enrollments must be received by noon on the next business day.

⁴ Under Phase I of the implementation plan, enrollments for Frederick customers will be processed within two business days. All enrollments received by the enrollment deadline will still be effective on the 1st day of the next month. Once Phase II is completed, enrollments for Frederick customers will be completed in one business day.

⁵ This is a change from the Company's current policy which requires a drop to be processed before a new enrollment for delivery service customers.

⁶ If the 20th calendar day falls on a weekend or holiday, requests for drops/changes/cancels must be received by noon on the next business day.

the new electronic interface will be used to process requests to drop, or cancel, a customer. To process a drop, the following information must be provided by the supplier: account number, account name, service address, billing name, billing address, utility name, supplier name, supplier group number, commodity, unit of measure, effective date and the reason for the change, i.e., drop, change or cancel the customer. Drop requests must be received by Washington Gas no later than 5:00pm Eastern Time on the 12th calendar day before the first day of the next month to take effect on the first day of the next month. Any drop requests received after this deadline will be processed to take effect the 1st day of the next subsequent month. An automatic response will be sent to the supplier acknowledging receipt of the request to drop the customer. Drop requests will be processed within one business day of receipt, and once processed, a notice will be sent to the supplier acknowledging the successful processing of the drop, or informing the supplier that the drop could not be processed and the reason why using one of the agreed-upon codes. Any customer for whom a drop request is received and who is not enrolled with a new supplier shall be returned to sales service by the utility.⁷

Utility Consolidated Billing – 20.59.05.01

Washington Gas currently offers utility consolidated billing to suppliers who offer service in its service territory and will continue to do so under the new regulations. Currently, billing information is transmitted to the Company by suppliers by e-mail. Under the new regulations, billing information will be transmitted to the utility by suppliers using the same electronic interface used for pre-enrollments, enrollments and drop transactions. The utility will use this information to issue one consolidated bill to the customer. Subject to execution of a User Agreement, suppliers currently have, and will continue to have, access to customer bills for their customers through the Company's third-party billing system on the day following the bill print date.

Utility Purchased Receivables or Prorated Payments – 20.59.05.03

Washington Gas currently utilizes the payment hierarchy adopted by the Commission in 2001 when posting payments to customer accounts billed through the Company's third-party billing system.⁸ The new regulations require the utility to choose to either purchase supplier receivables, or prorate customer payments for those customer accounts for which it performs utility consolidated billing on behalf of the supplier. Washington Gas has elected to prorate customer payments. Under this option, if a customer pays less than the amount due, the payment will be split between the utility and the supplier in proportion to each entity's percentage of the combined

⁷ This is the current practice at Washington Gas and will not change under the new regulations.

⁸ Payments are currently posted in accordance with the state-wide payment hierarchy – 1st - utility past due, 2nd - supplier past due, 3rd - utility current, 4th - supplier current, and 5th – any other charges. This payment hierarchy was adopted by the Commission for gas utilities in 2001. Case No. 8846, In the Matter of the Commission's Inquiry into Gas Supplier Licensing and Consumer Protection, Order No. 76932, 92 Md PSC 213, at 233 (2001); referencing Case No. 8738, In the Matter of the Commission's Inquiry into the Provision and Regulation of Electric Service, Order No. 75722, 90 Md. PSC 155 (1999).

charges on the customer's bill. For example, if a customer's total bill is \$100, of which the supplier's charges are \$70 (or 70% of the total bill) and the utility's charges are \$30 (or 30% of the total bill), if the customer pays only \$80 of the \$100 due, 70% of the payment, or \$56, would be credited to the supplier and 30% of the payment, or \$24, would be credited to the utility.

In order to comply with this new payment posting protocol, the Company is making significant modifications to its third-party billing system. Washington Gas anticipates going "live" with the updated billing system in mid-October 2010. This includes time for testing with suppliers before the system goes "live."

Budget Billing – 20.59.05.04

Under its current utility consolidated billing agreements, Washington Gas allows suppliers to offer budget billing to their customers. Most, but not all, suppliers take advantage of this option. Budget billing procedures will not change under the new regulations. If a customer elects budget billing, Washington Gas will calculate the monthly budget payment for both the commodity charges for suppliers and the distribution charges for the Company. The Company's budget bill amount will be based solely on the Company's charges. The budget payment will be calculated based on the supplier's rate and the customer's historical usage for the past 12 months.

Notice of Enrollment – 20.59.06.05 and 20.59.07.09B

For residential and non-residential customers, the new regulations require both the supplier and the utility to provide notice of enrollment to the customer the next business day following the supplier's receipt of the utility's enrollment response. Washington Gas will send a postcard to the customer to confirm the customer's intent to contract with the supplier for the purchase of gas. Washington Gas will initiate this process at the time the electronic interface is implemented.

Volume Proration – 20.59.04.02D

A lag exists between when a supplier starts providing service to a customer (1st of the month), and when it begins billing the customer (next meter read after the 1st of the month). In an effort to make the suppliers "whole" before the expiration of the contract,⁹ the new regulations require the utility to compensate a supplier through one of three options¹⁰ within 90 days of the first supply of gas to the customer. Washington Gas proposes to compensate the supplier through an adjustment of delivery volumes

⁹ At the end of the contract the reverse happens and the supplier stops flowing gas on the last day of the month, but continues to bill the customer until the next meter read date.

¹⁰ The utility may compensate a supplier through a cash exchange, an adjustment of gas usage or an adjustment of delivery volumes for the portion of the first month during which gas is delivered to a customer of the supplier, but for which the supplier has not billed the customer.

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. This will be done in the following way:

- (1) Washington Gas will track new customer enrollments each month by cycle day and competitive service provider.
- (2) Forecasted deliveries for the month will remain the same.
- (3) 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.
- (4) 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.

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".

In order to comply with this new requirement, the Company will build a new system to track new enrollments and calculate the adjustment to the supplier's future delivery. Washington Gas expects the new system to go "live" in mid-October 2010. This includes sufficient time for testing the system with suppliers before going "live."

ATTACHMENT 1

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ISSUED: ~~November 21, 2007~~ XXXXXXXX

EFFECTIVE: For meter readings service rendered on and after November 27, 2007 XXXXXXXXX

Adrian P. Chapman – Vice President, Operations, 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.

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Residential Sales Service

Rate Schedule No. 1

AVAILABILITY

This schedule is available in the Maryland portion of the Company's service area for firm gas service to any customer classified residential as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge

All billing months \$10.20 per customer

Distribution Charge

All gas used during the billing month

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

ISSUED: November 21, 2007 XXXXXXXXXXXXX

EFFECTIVE: For meter readings service rendered on and after November 27, 2007 XXXXXXXXXXXXX

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

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

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

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months \$10.20 per customer

Distribution Charge

All therms delivered during the billing month:

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: ~~April 30, 2009~~ -XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~April 30, 2009~~ XXXXXXXXXXXXXXXX

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

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

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 ~~XXXXXXXXXXXX~~

EFFECTIVE: For meter readings on and after September 30, 2002 ~~XXXXXXXXXXXX~~

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 Sales Service - Rate Schedule No. 2 (Continued)

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

MINIMUM MONTHLY BILL

The minimum monthly bill for sales service 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%.

FIRM CREDIT ADJUSTMENT

The charges for sales service specified in this schedule 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.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
 2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.

ISSUED: ~~September 1, 2005~~ XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~October 1, 2005~~ XXXXXXXXXXXXXXXX

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

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

- F. When a customer changes premises within the Company’s service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

Heating and/or Cooling

All billing months

- | | |
|---|----------------------|
| (a) Normal Weather Annual Usage
less than 3,000 Therms | \$21.10 per customer |
| (b) Normal Weather Annual Usage
3,000 Therms or more | \$36.25 per customer |

Applicability of (a) or (b) shall be determined each year in accordance with Section 1A. of the General Service Provisions.

Non-Heating and Non-Cooling

All billing months \$15.00 per customer

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.58¢ per therm
Next 6,700 therms	21.52¢ per therm
Over 7,000 therms	15.73¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

ISSUED: ~~November 21, 2007~~ XXXXXXXXXXXX

EFFECTIVE: For meter readings service rendered on and after ~~November 27, 2007~~ XXXXXXXXXXXX

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

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

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 XXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after September 30, 2002 XXXXXXXXXXXXXXXX

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

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

Firm Group Metered Apartment Sales Service – Rate Schedule No. 3 (Continued)

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

FIRM CREDIT ADJUSTMENT

The charges specified in this schedule 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 Provisions No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
 2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.
- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein. But where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be considered Commercial and Industrial Service and billed as provided under Special Provision – Unmetered Gas for Lighting, of Rate Schedule No. 2.

CHARGE FOR TEMPORARY DISCONTINUANCE OF SERVICE

Whenever sales service under this rate schedule has been temporarily discontinued at the request of the customer, a charge equal to the System Charge times the number of months of discontinued service will be made for reestablishing such service.

ISSUED: ~~September 1, 2005~~ -XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~October 1, 2005~~ XXXXXXXXXXXXXXX

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

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

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

- E. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the customer.
- F. When a customer changes premises within the Company's service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months

Heating and/or Cooling	\$47.10 per bill
Non-Heating and Non-Cooling	\$17.50 per bill

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.70¢ per therm
Next 6,700 therms	21.84¢ per therm
Over 7,000 therms	16.20¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the system charge.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: ~~April 30, 2009~~ XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~April 30, 2009~~ XXXXXXXXXXXXX

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

Roberta Willis Sims – Vice President, 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~~ XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~September 30, 2002~~ XXXXXXXXXXXXX

~~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 gas 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 supplier, and that supplier complies with the requirements of this rate schedule, the customer can initiate service with that supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.

Under the above circumstances, the applicable 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 XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after November 10, 2004 XXXXXXXXXXXXX

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 supplier and that supplier 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 supplier, and that supplier complies with the requirements of this Rate Schedule, said customer can initiate service by that supplier subject to the following:
- a) Service will be initiated by the new supplier and discontinued by the former supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
 - b) Any imbalance existing at that time will be reconciled through the supplier'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 supplier 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 supplier 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.~~
- ~~F.G.~~ A supplier 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 supplier is unable to produce the recording of such a call when requested by the Company, the supplier will be charged a penalty of \$75. Further such recordings shall be maintained by the supplier 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 supplier 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 supplier 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 supplier 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.

ISSUED: ~~November 10, 2004~~ XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ XXXXXXXXXXXX

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

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

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 suppliers 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 suppliers and the Company, the Company's total estimated sendout for that day. The suppliers 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 supplier's Imbalance Account. Except however, the company may, due to operational considerations, reduce or eliminate a supplier's DRV on any day with twenty-four hours notice.

Failure to deliver the DRV occurs whenever a supplier'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.

ISSUED: ~~November 10, 2004~~ XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ XXXXXXXXXXXX

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

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

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".

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 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.

Customer payments of a consolidated bill will be allocated between Washington Gas and a Supplier in proportion to the percentage of each entity of the combined charges on the customers' total bill for the period.

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.

ISSUED: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

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;

ISSUED: ~~November 10, 2004~~ XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after ~~November 10, 2004~~ XXXXXXXXXXXX

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

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

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.

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

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 suppliers 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 supplier 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 supplier to notify the Company of the unavailability or inaccessibility of the GMS to the supplier. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the supplier 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 supplier 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.
- ~~6.~~18. By 10:00am Eastern ~~Time~~ each day, the Company shall provide to each supplier 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 suppliers 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: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

GENERAL SERVICE PROVISIONS (Continued)

4. PAYMENTS

- a. The Company shall endeavor to have each Customer's meter or meters read no less frequently than every other month (bimonthly) to determine the actual consumption of gas. Where meters are read bimonthly, gas consumption for the interim month, i.e., the month not scheduled for reading, will be estimated based on the prior consumption pattern when available and adjusted when gas is used for heating for variations in temperature on a degree-day basis. In the event the Company, due to circumstances beyond its control, is unable to obtain a reading on the scheduled meter reading date, the Company may, by appropriate means, request the Customer to furnish the meter reading. If the Company does not receive such a reading furnished by the Customer within 48 hours (excluding nonworking days) after the scheduled reading date, the Company will estimate the Customer's gas consumption for that billing period in the same manner described above for the interim month estimations. Any difference between the estimated consumption and the actual consumption will be adjusted automatically through subsequent meter readings.
- b. The customer is required to provide a minimum of three working days prior notice to the Company for service initiation or service termination.
- c. The Company shall render a bill to each Customer within a reasonable time after the monthly consumption has been determined in a manner outlined in the preceding paragraph. Where it has been necessary to estimate the Customer's consumption, the words, "Estimated Bill" shall be printed on the bill. In cases where arrearages are caused by underestimations, the Company will allow at least the same length period during which a bill was estimated for making up such arrearages.
- d. Bills covering periods of 28 to 35 days inclusive shall be computed at monthly rates. The system charge when applicable to billings for periods covering other than 28 through 35 days shall be computed as follows: for 56 through 70 days, 84 through 105 days and 112 through 140 days, the system charge shall be multiplied by 2, 3 or 4 respectively; for all other periods, the multiplier shall be the number of days in the period divided by 30. For initial and final bills, the system charge shall be computed in the same manner as for regular bills.
- e. When a payment does not fully pay the outstanding balance of a bill, the payment shall be used to reduce the oldest unpaid amounts (arrears) for gas service. Deferred payment balances related to the underestimation of bills shall not be considered arrears so long as the Customer complies with the terms of the deferred payment arrangement with the Company.
- f. For customers under Rates Schedules 1A, 2A and 3A, payments in an amount less than the billed amount will be applied proportionately between the Company's charges and the Supplier's charges.
- g. If a customer returns to sales service from the Company after having received service from a Supplier, or switches from one Supplier to another, a final bill will be rendered for the first supplier for 90 days following the termination of service by the Supplier. Payments will be applied to the bill for the first Supplier, applied as described in Paragraph f above, until all such charges, except any disputed charges, have been paid.

ISSUED: ~~November 21, 2007~~ XXXXXXXXXXXXXX

EFFECTIVE: For service rendered on and after ~~November 27, 2007~~ XXXXXXXXXXXXXX

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

~~Roberta Willis Sims – Vice President, Regulatory Affairs and Energy Acquisition~~

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

GENERAL SERVICE PROVISIONS (Continued)

31. GAS CHOICE CHARGE

I. PROVISION FOR ADJUSTMENT

The monthly Distribution Charge billed under the Company's Rate Schedule Nos. 1, 1A, 2, 2A, 3 and 3A shall be subject to an adjustment called the Gas Choice Charge (GCC). The GCC recovers all prudently incurred costs arising from Washington Gas' Customer Choice Program. The GCC is calculated annually and is effective for the 12 month period beginning with the (to be determined) billing period. The GCC will consist of current charges (the "current factor") based on estimated data for the period (to be determined) of each year and a reconciliation of estimated and actual data from the prior (to be determined) period (the "reconciliation factor").

II. APPLICATION

A. The GCC shall be computed annually and be comprised of (a) a "current factor", as determined in III.A.below, and (b) a "reconciliation factor", as determined in III.B.below. The GCC charge shall be applied to monthly bills beginning with the month of (to be determined).

B. The GCC shall be combined with the Distribution Charge by designated rate schedule and applied to customer bills. The Company shall furnish Commission Staff workpapers for the review and audit of the GCC.

III. COMPUTATION

A. Current Factor

The current factor, calculated to the nearest .01 cents per therm, shall be computed and filed annually, by dividing the total amount allocated (defined below) by the estimated total throughput for all customer classes.

The total amount allocated to be charged to each customer shall be determined as follows:

1. Gas Choice Cost Components: These costs include but are not limited to return of and on capital costs (including Information Technology programming costs, computer hardware and software) and operating costs (labor, benefits, other operation and maintenance, and taxes) incurred to implement changes resulting from the implementation of Title 20, Subtitle 59 – Competitive Gas Supply of the Code of Maryland Regulations (COMAR).
2. Uncollectible Expense Component: These costs include all uncollectible expenses associated with Washington Gas' obligations incurred to implement changes resulting from the implementation of Title 20, Subtitle 59 – Competitive Gas Supply of the Code of Maryland Regulations (COMAR).

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXX

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

GENERAL SERVICE PROVISIONS (Continued)

31. GAS CHOICE CHARGE (Continued)

B. Reconciliation Factor

A reconciliation shall be computed annually by comparing the actual collections received from customers with the cumulative costs eligible for recovery. The calculated under-or-over collection shall be added or subtracted from the current GCC factor in the second succeeding month after the conclusion of the 12-month reconciliation period.

IV. FILING

The Company shall file annually with the Commission a copy of the computation of the GCC current factors and reconciliation factors at least ten days prior to application on customers' bills

ISSUED: XXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXX

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

ATTACHMENT 2

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ISSUED: XXXXXXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

WASHINGTON GAS LIGHT COMPANY

MARYLAND

Firm Residential Sales Service

Rate Schedule No. 1

AVAILABILITY

This schedule is available in the Maryland portion of the Company's service area for firm gas service to any customer classified residential as defined in Section 1A. of the General Service Provisions.

RATE FOR MONTHLY CONSUMPTION

System Charge

All billing months \$10.20 per customer

Distribution Charge

All gas used during the billing month

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the System Charge.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

ISSUED: XXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXX

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

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

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months \$10.20 per customer

Distribution Charge

All therms delivered during the billing month:

First 45 therms	42.06¢ per therm
Next 135 therms	31.88¢ per therm
Over 180 therms	25.37¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXX

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

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%.

CUSTOMER'S REQUEST TO RETURN TO SALES SERVICE

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

- 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.
- 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.

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXX

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

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

Purchased Gas Charge

The Purchased Gas Charge per therm shall be computed in accordance with Section 16 of the General Service Provisions and applies to all gas used during the billing month.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

MINIMUM MONTHLY BILL

The minimum monthly bill for sales service 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%.

FIRM CREDIT ADJUSTMENT

The charges for sales service specified in this schedule 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.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
 2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.

ISSUED: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXX

Roberta Willis Sims Vice President, Regulatory Affairs & Energy Acquisition

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

- F. When a customer changes premises within the Company’s service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

Heating and/or Cooling

All billing months

- | | |
|---|----------------------|
| (a) Normal Weather Annual Usage
less than 3,000 Therms | \$21.10 per customer |
| (b) Normal Weather Annual Usage
3,000 Therms or more | \$36.25 per customer |

Applicability of (a) or (b) shall be determined each year in accordance with Section 1A. of the General Service Provisions.

Non-Heating and Non-Cooling

All billing months \$15.00 per customer

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.58¢ per therm
Next 6,700 therms	21.52¢ per therm
Over 7,000 therms	15.73¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

ISSUED: XXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXX

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

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

CUSTOMER’S REQUEST TO RETURN TO SALES SERVICE

- 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: XXXXXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXX

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

Firm Group Metered Apartment Sales Service – Rate Schedule No. 3 (Continued)

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

FIRM CREDIT ADJUSTMENT

The charges specified in this schedule 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 Provisions No. 26.

SPECIAL PROVISION – UNMETERED GAS FOR LIGHTING

- A. Unmetered gas sales service is available under this schedule for outdoor gas lights installed on the Company's side (upstream) of the meter on or before September 29, 1999, provided:
1. The lights conform with the Company's General Service Provisions; and,
 2. The posts and lamps are owned by and installed and maintained at the expense of the customer or property owner.
- B. The monthly gas consumption of the light or lights used in each installation shall be determined by multiplying the aggregate rated hourly input capacity of the light(s) by 730 hours, adjusted to reflect hours of use if applicable, and converting the product (rounded to the nearest 100 cubic feet) to therms.
- C. Where the customer also uses metered gas under this schedule, the unmetered gas used for lighting shall be added to the metered usage and the total usage billed at the rates contained herein. But where the customer does not use metered gas for other purposes under this schedule, unmetered gas used for lighting shall be considered Commercial and Industrial Service and billed as provided under Special Provision – Unmetered Gas for Lighting, of Rate Schedule No. 2.

CHARGE FOR TEMPORARY DISCONTINUANCE OF SERVICE

Whenever sales service under this rate schedule has been temporarily discontinued at the request of the customer, a charge equal to the System Charge times the number of months of discontinued service will be made for reestablishing such service.

ISSUED: XXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXX

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

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

- E. The capacity of the Company's facilities and other conditions are sufficient to deliver the quantities requested by the customer.
- F. When a customer changes premises within the Company's service territory, that customer may remain on delivery service at their option, with the concurrence of their supplier provided the customer is eligible to participate in the new jurisdiction.

RATE FOR MONTHLY DELIVERIES

System Charge

All billing months

Heating and/or Cooling	\$47.10 per bill
Non-Heating and Non-Cooling	\$17.50 per bill

Distribution Charge

All therms delivered during the billing month:

First 300 therms	31.70¢ per therm
Next 6,700 therms	21.84¢ per therm
Over 7,000 therms	16.20¢ per therm

MARYLAND FRANCHISE TAX SURCHARGE

The Distribution Charge shall be subject to the Maryland Franchise Tax Surcharge in accordance with General Service Provision No. 27.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the system charge.

REVENUE NORMALIZATION ADJUSTMENT

The Distribution Charge shall be subject to the Revenue Normalization Adjustment (RNA) in accordance with General Service Provision No. 30.

GAS CHOICE CHARGE

The Distribution Charge shall be subject to the Gas Choice Charge (GCC) in accordance with General Service Provision No. 31.

CAPACITY ALLOCATION CHARGE

The Distribution Charge shall be subject to the Capacity Allocation Charge, per Commission Order No. 82434 in Case No. 8509(cc). The charge will be in effect for a 24-month period from May 2009 through April 2011. Each computed charge shall be adjusted for any taxes levied upon the Company which are based upon revenues by dividing the charge by the complement of the tax rate on such revenues.

ISSUED: XXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXX

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

WASHINGTON GAS LIGHT COMPANY - MARYLAND

P.S.C. Md. No. 6 - Cancels and Replaces P.S.C. Md. No. 5

First Page No. 25

Superseding Original Page No. 25

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%.

CUSTOMER'S REQUEST TO RETURN TO SALES SERVICE

- 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: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXX

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

MARYLAND

Delivery Service Gas Supplier Agreement

Rate Schedule No. 8

AVAILABILITY

For qualified Third Party gas suppliers where:

- A. The Supplier 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. 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 supplier, and that supplier complies with the requirements of this rate schedule, the customer can initiate service with that supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.

Under the above circumstances, the applicable 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: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXX

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

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

- E. If a customer decides to terminate service with their supplier and that supplier 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 supplier, and that supplier complies with the requirements of this Rate Schedule, said customer can initiate service by that supplier subject to the following:
- a) Service will be initiated by the new supplier and discontinued by the former supplier as provided for under EXCHANGE OF REQUIRED INFORMATION of this Rate Schedule.
 - b) Any imbalance existing at that time will be reconciled through the supplier'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 supplier will be assigned the capacity.
- 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 supplier and their customer(s).
- G. A supplier 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 supplier is unable to produce the recording of such a call when requested by the Company, the supplier will be charged a penalty of \$75. Further such recordings shall be maintained by the supplier for the length of the customer contract and such recordings shall be made in conformance with all applicable federal and state laws.
- H. The supplier 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.
- I. The supplier 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 supplier 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.

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXX

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

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 suppliers 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 suppliers and the Company, the Company's total estimated sendout for that day. The suppliers 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 supplier's Imbalance Account. Except however, the company may, due to operational considerations, reduce or eliminate a supplier's DRV on any day with twenty-four hours notice.

Failure to deliver the DRV occurs whenever a supplier'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.

ISSUED: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

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".

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 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.

Customer payments of a consolidated bill will be allocated between Washington Gas and a Supplier in proportion to the percentage of each entity of the combined charges on the customers' total bill for the period.

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.

ISSUED: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

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. 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;
 - d. billing address;
 - e. utility name;
 - f. utility account number;
 - g. supplier name;

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXX

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

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

EXCHANGE OF REQUIRED INFORMATION (Continued)

- 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))* Enrollments 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 20.59.04.02B(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.

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.

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

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

EXCHANGE OF REQUIRED INFORMATION (Continued)

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))*
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.
15. Notice to suppliers 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 supplier to monitor the GMS and comply with its postings. The Company may supplement such notification through the use of, for example, telephone or facsimile.
16. It is the responsibility of the supplier to notify the Company of the unavailability or inaccessibility of the GMS to the supplier. Such notification must be made within twelve hours of the time of failure to access the GMS. Absent such notification the supplier is deemed to have received all communications and is responsible for complying with all postings.
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 supplier 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 Time each day, the Company shall provide to each supplier 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 suppliers 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: XXXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXXXXXXXXXX

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

GENERAL SERVICE PROVISIONS (Continued)

4. PAYMENTS

- a. The Company shall endeavor to have each Customer's meter or meters read no less frequently than every other month (bimonthly) to determine the actual consumption of gas. Where meters are read bimonthly, gas consumption for the interim month, i.e., the month not scheduled for reading, will be estimated based on the prior consumption pattern when available and adjusted when gas is used for heating for variations in temperature on a degree-day basis. In the event the Company, due to circumstances beyond its control, is unable to obtain a reading on the scheduled meter reading date, the Company may, by appropriate means, request the Customer to furnish the meter reading. If the Company does not receive such a reading furnished by the Customer within 48 hours (excluding nonworking days) after the scheduled reading date, the Company will estimate the Customer's gas consumption for that billing period in the same manner described above for the interim month estimations. Any difference between the estimated consumption and the actual consumption will be adjusted automatically through subsequent meter readings.
- b. The customer is required to provide a minimum of three working days prior notice to the Company for service initiation or service termination.
- c. The Company shall render a bill to each Customer within a reasonable time after the monthly consumption has been determined in a manner outlined in the preceding paragraph. Where it has been necessary to estimate the Customer's consumption, the words, "Estimated Bill" shall be printed on the bill. In cases where arrearages are caused by underestimations, the Company will allow at least the same length period during which a bill was estimated for making up such arrearages.
- d. Bills covering periods of 28 to 35 days inclusive shall be computed at monthly rates. The system charge when applicable to billings for periods covering other than 28 through 35 days shall be computed as follows: for 56 through 70 days, 84 through 105 days and 112 through 140 days, the system charge shall be multiplied by 2, 3 or 4 respectively; for all other periods, the multiplier shall be the number of days in the period divided by 30. For initial and final bills, the system charge shall be computed in the same manner as for regular bills.
- e. When a payment does not fully pay the outstanding balance of a bill, the payment shall be used to reduce the oldest unpaid amounts (arrears) for gas service. Deferred payment balances related to the underestimation of bills shall not be considered arrears so long as the Customer complies with the terms of the deferred payment arrangement with the Company.
- f. For customers under Rates Schedules 1A, 2A and 3A, payments in an amount less than the billed amount will be applied proportionately between the Company's charges and the Supplier's charges.
- g. If a customer returns to sales service from the Company after having received service from a Supplier, or switches from one Supplier to another, a final bill will be rendered for the first supplier for 90 days following the termination of service by the Supplier. Payments will be applied to the bill for the first Supplier, applied as described in Paragraph f above, until all such charges, except any disputed charges, have been paid.

ISSUED: XXXXXXXXXXXXXXXX

EFFECTIVE: For service rendered on and after XXXXXXXXXXXXXXXX

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

GENERAL SERVICE PROVISIONS (Continued)

31. GAS CHOICE CHARGE

I. PROVISION FOR ADJUSTMENT

The monthly Distribution Charge billed under the Company's Rate Schedule Nos. 1, 1A, 2, 2A, 3 and 3A shall be subject to an adjustment called the Gas Choice Charge (GCC). The GCC recovers all prudently incurred costs arising from Washington Gas' Customer Choice Program. The GCC is calculated annually and is effective for the 12 month period beginning with the (to be determined) billing period. The GCC will consist of current charges (the "current factor") based on estimated data for the period (to be determined) of each year and a reconciliation of estimated and actual data from the prior (to be determined) period (the "reconciliation factor").

II. APPLICATION

A. The GCC shall be computed annually and be comprised of (a) a "current factor", as determined in III.A.below, and (b) a "reconciliation factor", as determined in III.B.below. The GCC charge shall be applied to monthly bills beginning with the month of (to be determined).

B. The GCC shall be combined with the Distribution Charge by designated rate schedule and applied to customer bills. The Company shall furnish Commission Staff workpapers for the review and audit of the GCC.

III. COMPUTATION

A. Current Factor

The current factor, calculated to the nearest .01 cents per therm, shall be computed and filed annually, by dividing the total amount allocated (defined below) by the estimated total throughput for all customer classes.

The total amount allocated to be charged to each customer shall be determined as follows:

1. Gas Choice Cost Components: These costs include but are not limited to return of and on capital costs (including Information Technology programming costs, computer hardware and software) and operating costs (labor, benefits, other operation and maintenance, and taxes) incurred to implement changes resulting from the implementation of Title 20, Subtitle 59 – Competitive Gas Supply of the Code of Maryland Regulations (COMAR).
2. Uncollectible Expense Component: These costs include all uncollectible expenses associated with Washington Gas' obligations incurred to implement changes resulting from the implementation of Title 20, Subtitle 59 – Competitive Gas Supply of the Code of Maryland Regulations (COMAR).

ISSUED: XXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXX

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

GENERAL SERVICE PROVISIONS (Continued)

31. GAS CHOICE CHARGE (Continued)

B. Reconciliation Factor

A reconciliation shall be computed annually by comparing the actual collections received from customers with the cumulative costs eligible for recovery. The calculated under-or-over collection shall be added or subtracted from the current GCC factor in the second succeeding month after the conclusion of the 12-month reconciliation period.

IV. FILING

The Company shall file annually with the Commission a copy of the computation of the GCC current factors and reconciliation factors at least ten days prior to application on customers' bills

ISSUED: XXXXXXXXXXXX

EFFECTIVE: For meter readings on and after XXXXXXXXXXXX

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