

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE

IN THE MATTER OF ADOPTION OF)
RULES AND REGULATIONS TO IMPLEMENT)
THE PROVISIONS OF 26 DEL. C. CH.10)
RELATING TO THE CREATION OF A) PSC REGULATION DOCKET NO. 49
COMPETITIVE MARKET FOR RETAIL)
ELECTRIC SUPPLY SERVICE)

**THE DELAWARE PUBLIC SERVICE COMMISSION STAFF'S
COMMENTS ON AND RECOMMENDED CHANGES TO THE DIVISION
OF PUBLIC ADVOCATES AND THE RETAIL ENERGY SUPPLY
ASSOCIATIONS REVISED RULES FOR CERTIFICATION AND
REGULATION OF ELECTRIC SUPPLIERS - REGULATION DOCKET 49**

October 17, 2016

The Delaware Public Service Commission Staff ("Staff") submits the following comments on and recommended changes to 26 *Del. Admin. C. §3001 et. Seq.*, the Commission's *Rules for Certification and Regulation of Electric Suppliers* ("PSC Regulation Docket No. 49" or "Supplier Rules").

OVERVIEW

The Delaware Public Service Commission (the "Commission") has promulgated certain regulations pertaining to the certification of electric suppliers entitled "Rules for Certification and Regulation of Electric Suppliers." See 26 *Del. Admin. C. §3001* (the "Supplier Rules"). The Supplier Rules have been amended several times since their original passage in 1999.¹

By Order No. 8187 dated July 17, 2012, the Commission re-opened PSC Regulation Docket 49 to consider further revisions to the existing Supplier Rules set forth in 26 *Del. Admin. C. §3001*. In Order No. 8424 dated July 30, 2013, the Commission authorized publication in the *Delaware Register of Regulation* the proposed amendments to the Supplier Rules. The Commission received several comments on the proposed amendments.

On February 23, 2016, the Commission approved an adjournment to the scheduled hearing on this matter in order for the parties to further narrow controversial issues before bringing the matter back to the Commission for consideration.

In March 2016, Staff circulated a draft version of the proposed revisions to the Supplier Rules to the Delaware Division of the Public Advocate ("DPA") and the Retail Energy Supply Association ("RESA"). At that time DPA and RESA requested a meeting with Staff to discuss outstanding issues. Over the next few weeks DPA and RESA had several discussions attempting to resolve their concerns and further

¹ See PSC Order Nos. 538 (Oct. 1, 1999), 7023 (Sept. 5, 2006), 7078 (Jan. 1, 2007), 7435 (Sept. 2, 2008) and 7984 (June 7, 2011).

narrow the scope of issues for Commission consideration. In mid-April Staff inquired as to the disposition of the DPA/RESA's issues and was advised that RESA would be sending along a revised copy of the rules which incorporated all of the negotiated issues to DPA for their review on or about April 11th.

On July 1, 2016, Staff again inquired as to the disposition of DPA/RESA's suggested changes. Finally, on July 7, 2016, a draft of their proposal was circulated to Staff. The proposal was a completely new document, without benefit of a redlined version, forcing Staff to methodically review the document to ascertain the changes from the then current published version. In its review of the new proposed regulation, Staff carefully considered balancing the need for stronger customer protections detailed by the DPA in its comments at the public workshops and in several written comments submitted in this matter, and the Commission's goal of decreasing barriers to entry in the Delaware electric supplier market when drafting the proposed rules presented to the Commission on September 6, 2016. Staff had attempted to strike a compromise balance in its version of the regulation presented to the Commission.

While RESA represents a select group of electric suppliers, they do not represent all suppliers in this market, nor do they represent all potential suppliers who may enter the Delaware market. Staff's goal was to incorporate as much of the language as possible proposed by DPA/RESA while incorporating Staff's unique perspective on the statutory oversight required in analyzing typical supplier business applications. Staff's application of the statutory requirements was debated at length during the time this regulation docket has been open.

Many of the issues raised by the DPA and RESA at the September 6, 2016 Commission meeting were already incorporated in Staff's revised rules; just in a different section. The section numbers had been changed to create a better flow to the document, and to better match up with the current

application requirements which will now have to be revised again. Staff's interaction with Suppliers before, during, and after the certification process has led to the identification of areas where additional clarifications need to be made in the rules, which are not included in the DPA/RESA proposed rules. Staff respectfully requests that the Commission consider the following changes to the DPA/RESA proposed Supplier Rules.

AUTHORITY TO TRANSACT BUSINESS IN DELAWARE

In order for an electric supplier to have the authorization and authority to do business in the State of Delaware two documents are necessary: (1) a Delaware Business License issued by the Delaware Department of Revenue; and (2) a Certificate of Good Standing issued by the Delaware Secretary of State. This was included in Staff's proposed rules in section 2.2.3 Authorizations, and the same language was included in Staff's version of the Rules circulated to DPA/RESA in March 2016. Previous Commissioner Jeff Clark had instructed Staff to review such documents plus other documents to ensure that companies were in good standing with the State of Delaware prior to issuing a certification. The language included in the proposed rules states that to be in compliance with the requirements the applicant should file either the certificate of good standing or the business license; Staff's position is that this section should be clarified so that suppliers understand that both documents are required to be certified. Staff recommends that its language be incorporated into the proposed rules to help clarify supplier requirements.

SERVICE OF THE APPLICATION ON THE DIVISION OF THE PUBLIC ADVOCATE

Staff disagrees with the DPA/RESA proposal in section 2.2 Certification Requirement that the applicant should serve upon the DPA a copy of the filing, within three (3) Business Days of its filing with the Commission. DelaFile, the Commissions electronic filing system was implemented in 2013. The system allows the DPA access to the all filings received by the Commission, and has the ability to send

notifications of all filings to the DPA. In part, the reason for implementing the system was to minimize the cost of hard copy filing. Requiring an applicant to separately serve the DPA is unnecessary.

OTHER JURISDICTIONS

For the better part of a year from 2013 to 2014 the Commission and Staff regularly addressed the level of review that Staff undertakes when evaluating electric supplier applications during public Commission meetings. During the Commission's review of the electric supplier proposed regulations, it has repeatedly made Staff aware that the Commission expected that all supplier applications would undergo a strenuous review, which would include other jurisdictions in which suppliers/brokers were currently doing business, have pending applications, have been denied approval or had its authority revoked or modified, as well as investigating any previous settlements, adjudications or court orders and the disposition of any penalties associated with those proceedings. The Commission's desire that all applicants be thoroughly reviewed led to changes in the way Staff investigates these applications, as well as the wording of the Staff memorandum recommending approval or denial of an application.

The language that Staff proposes would place the burden on the supplier to provide this documentation and help reduce unnecessary staff research. Staff recommends the addition of the following language to sections 2.2.19.3.1 – 2.2.19.3.3: "In addition, for each state that the Applicant is currently selling or brokering Electric Supply Service, the Applicant shall provide: a copy of any order and related decision (if any) from that state's public utility commission." Staff had previously included this language in the iteration that was sent to DPA/RESA in March 2016 but it was not incorporated into their draft of the proposed rules.

RESCISSION PERIOD

Staff recommends that the customer rescission period be changed to seven (7) days. State of Delaware Telemarketing Rules² require that “telemarketer’s sales transaction shall only be considered final seven (7) business days after the customer has received a written notice as required by this subsection. Staff’s position is that for consistency purposes the rescission period should be seven (7) days for all types of electric supplier solicitations. Additionally, the Commission has already ruled on this issue in a previous version of the supplier rules.³ This argument has previously been before this Commission and it was decided that a more conservative approach was appropriate. Accordingly, Staff would urge the Commission to adopt Staff’s position in this matter and implement a seven-day rescission period throughout the document.

DYNAMIC PRICING OPTIONS

Staff recommends that additional dynamic pricing options be incorporated into the rules. Noticeably absent in the DPA/RESA draft of the supplier rules are the variable hourly, month-to-month, and time-of-use (“TOU”) pricing options.

This Commission opened PSC Docket No. 15-1693 (“Choice Docket”) in December 2015, was in response to the Electric Affordability Committee (“EAC”) petition filed with the Commission. The petition asked that the Commission consider a report by the EAC outlining possible solutions to help enhance customer **choice** in Delaware. Additionally, the EAC requested that the Commission consider approaches to lower energy supply costs, enhance customer choice, and provide for the Public Interest.

² See Title 6, Chapter 25A(b)(1)

³ See DEPSC Order No. 7023, dated September 5, 2006, where the Commission unanimously voted to implement a “ten-day rescission period...and does not accept the suggestion that the three-day rescission period is sufficient to provide a potential new customer with knowledge of his/her right to rescind prior to the extinguishment of the right itself.”

The DPA/RESA version of the supplier rules has removed the option of hourly, daily, month-to-month, or time-of-use rates. This places an unnecessary restriction on the competitive supply market and may preclude lower priced supply rates for those customers willing to risk the added price variability. Retail competition should not be limited solely to the right to choose the entity that provides the customer with their energy supply. Competition is also comprised of the price offerings available within a supplier's portfolio as well as other value added offerings. Although the proposed DPA/RESA rules were a collaborative effort, they do not reflect the recommendations or support the goals of all electric suppliers who might wish to offer products in this state. In PSC Docket No. 15-1458 the American Coalition of Competitive Energy Suppliers ("ACCES") opined that "a vibrant marketplace of choices will include other value-added products and services, like fixed or variable prices, time-of-use pricing, renewable energy options, and energy efficiency audits."⁴

With nearly 100% penetration of Advanced Metering Infrastructure ("AMI") in Delaware, improved information is available to customers regarding their energy use and costs. However, the benefits of the enhanced features of these meters are not fully enjoyed by customers if dynamic pricing is limited to the DPA/RESA proposal. An argument could be made that by limiting dynamic pricing Delaware consumers may lack an incentive to shift load during high peak times. If a customer believes that they can benefit from dynamic price offerings such as hourly pricing, etc., that option should be available to them.

Additionally, this Commission is looking at mechanisms to limit barriers to entry and enhance customer choice in Delaware in PSC Docket No. 15-1693. Staff's position is that limiting the ability of suppliers to offer dynamic pricing products that may benefit customers with lower cost energy supply rates by driving behavior changes could be a potential barrier to entry.

⁴ See ACCES comments in DEPSC Docket No. 1458, dated November 6, 2015, page 3.

Staff respectfully recommends that definition for Variable Price in the proposed rules be changed to incorporate variable hourly, daily, monthly, etc. pricing options.

INTRODUCTORY PRICE

Staff recommends that the definition for “Introductory Price”⁵ be changed from the DPA/RESA proposal of “one to three billing cycles,” to a “limited time”. In July 2015, the 148th General Assembly and Governor Jack Markell approved Substitute No. 1 for Senate Bill 160, FY 2016 Bond and Capital Improvements Act of the State of Delaware (“Bond Bill”) which created an Electricity Affordability Committee (“EAC”) and charged the committee with evaluating an opt-in electricity program, if beneficial to customers, and to coordinate implementation of such plan.

After a public workshop where Direct Energy presented a proposal for compliance with Section 68 of the Bond Bill and the EAC Chair requested that the PSC and the DPA examine the structural aspects of energy supplier choice in Delaware.

The PSC and DPA held two public workshops, September 30, 2015 and October 29, 2015, to examine barriers to entry into the Delaware market. Pursuant to the Legislation and the request of the Committee, the PSC issued a Request for Proposal seeking an energy provider that could offer a program meeting the requirements of the legislation.⁶ After reviewing the proposals, Direct Energy Services, LLC was selected and entered into a contract with the Secretary of State.

⁵ The DPA/RESA definition of “Introductory Price means a Price offered by an Electric Supplier for new Customers that will remain the same for a limited period of time between one and three billing cycles followed by a different Fixed or Variable Price that will be in effect for the remaining billing cycles of the Contract term, consistent with terms and conditions in the Contract”

⁶ The Bond bill required that an “opt-in” electricity affordability program for residential and small business customers...based on the potential benefits derived from a combination of a multi-year fixed price per kWh offer, value added products and services to help customers better manage their overall energy bills, and other potential consumer benefits,” and directed the PSC to coordinate implementation of the program.

The Direct Energy offering is considered an "Introductory Price" but in order to comply with the Legislation and the decisions of the EAC the contract length is two (2) years. If the language proposed by DPA and RESA is left in place, then Direct Energy will be in violation of the Supplier Rules or forced to change their offer at the three month interval, contrary to the legislative mandate.

Therefore, Staff recommends accepting its proposed change to the definition of "Introductory Price" to reflect that the opt-in program which was legislatively directed and which Direct Energy is currently under contract with the State of Delaware to provide is considered an "introductory price" program would be in compliance with these regulations.

SECURITY INSTRUMENTS

The proposed rules have changed the bonding requirements for suppliers. First, the bonding amount for years subsequent to the initial application year has been strengthened and Staff is in agreement with this change.⁷ Second, the types security instruments that suppliers can use to satisfy this requirement has been limited to cash or letters of credit. The current supplier rules allow for multiple mechanisms and corporate structures that may involve parent/subsidiary relationships, or others, to satisfy this requirement.⁸ Limiting the types of security instruments that suppliers can use in Delaware to bonds only may be a barrier to entry to some suppliers who, due to the competitive advantage of a parent/subsidiary relationship or other qualified subsidiary or affiliate would meet the requirements to provide services to customers. Since electricity restructuring was implemented in this state, the form of securities that have been available for suppliers to use have been bonds, certificates of deposit, guarantees, lines of credit, letters of credit, and physical assets set forth in the balance sheet.

⁷ See section 2.3.3.2, "after the initial year, the required security amount shall equal \$100,000 or five percent (5%) of the Electric Supplier's annual revenues from sales in Delaware over the prior calendar year, whichever is greater. The current Supplier Rules only require the initial \$100,000 in security with no increase in subsequent years. "

⁸ See, Title 26, *Del. Admin. C. §3001- 2.1.1.5.9.1 – 2.1.1.5.9.11*, Cash or cash equivalents, certificate of deposit, preferred stock proceeds or other corporate shareholder equity, letter of credit, line of credit, loan, guarantee.

In part, the DPA's argument against other types of financial securities, namely guarantees, is that there is concern as to whether these instruments are subject to the jurisdiction of the Delaware courts. Staff disagrees with this position. Currently in the supplier rules there is a requirement that the applicant affirmatively assert that the application and the documents filed in support of the application are subject to the jurisdiction of the Delaware courts. In addition, bonds and other types of security instruments that are used to satisfy this requirement where the collateral is not from an affiliated company must be issued by a Delaware licensed surety company to ensure that the funds can be collected upon if needed. Staff sees no reason to limit the types of securities and respectfully proposes that the current language for types of securities be incorporated into the proposed rules.

ACCELERATED SWITCHING

In Staff's proposed supplier regulations circulated to DPA and RESA in March 2016, as well as the proposed changes presented to the Commission in September 2016, accelerated switching was included. In public workshops held in PSC Docket No. 15-1458 stakeholders identified issues and potential solutions and recommendations to enhance consumer shopping in the Delaware electric choice market.⁹ Currently it can take up to 45 days for consumers to switch to a third party supplier. RESA, Direct Energy Services, LLC, WGL and the DPA did not object to implementation of accelerated switching.¹⁰ In fact the stakeholders suggested that shorter switching times would improve marketing of electric choice in the state by allowing customers to benefit from their decision to switch suppliers sooner. Additionally, jurisdictions surrounding Delaware, namely Maryland and Pennsylvania, have implemented or are in the process of implementing accelerated switching.

⁹ See Joint Staff Review of Delaware's Customer Choice, Findings and Recommendation For Electricity Affordability Committee Consideration.

¹⁰ See PSC Docket No. 15-1458 comments filed by Direct Energy Services, LLC, EGL Energy Services, Inc., NRG Retail Companies, and PSC Docket No. 15-1693 comments filed by the DPA.

Staff's position is that this non-controversial market enhancement can and should be included in this iteration of the rules. Mr. Greene, at the September 6, 2016 Commission meeting argued that they agreed that "three-day switching is incredibly important...so we just took the same language [from Maryland] and said hopefully that will help, expedite things", yet accelerated switching is not incorporated into the DPA/RESA proposed rules.

This Commission has made it clear that it desires that the Choice Docket be concluded in an expeditious manner. By incorporating accelerated switching into this version of the Supplier Rules that is one step closer to happening by limiting the number of outstanding issues that will need to be addressed in the future, as well as reducing the time necessary to conduct the evidentiary hearing in the Choice Docket, thereby reducing costs to ratepayers.¹¹ Staff respectfully requests that its recommended regulations for accelerated switching be adopted into these regulations.

REVOCATION OF CERTIFICATION

The DPA/RESA proposed rules excluded section 17.3 of Staff's proposed rules which provide reason for the revocation or suspension of an electric supplier certificate in Delaware, which may be due to the suspension or revocation of a license or certification by any state or federal authority, including but not limited to any enforcement action by PJM or similar entity. If an Electric Suppliers certification is considered for revocation a docket will be opened in order to afford the supplier its right to due process. Staff believes this revocation option is important, provides clarity to suppliers and should be incorporated in the rules.

¹¹ See PSC Docket No. 15-1693

AFFIRMATIVE CONSENT

Staff's position regarding affirmative consent is that the supplier rules should provide that suppliers must receive affirmative consent from the customer to renew a contract. A good portion of informal complaints received by Staff are from consumers complaining that they were unaware of change in their contract, i.e. change to a variable price after the conclusion of a fixed price contract. Staff's opinion is that this requirement strengthens customer protections and is a proactive step on the part of the Commission to protect against a growing number of complaints resulting from consumer contract knowledge deficiencies or in some instances deceptive practices and lack of disclosure about rate and contract terms. Similar language was adopted in Connecticut's Electric Supplier Consumers' Bill of Rights.¹² Staff additionally suggests that if a customer has given permission to the supplier to be contacted or receive electronic communication there could be a mechanism implemented whereby the customer could affirmatively acknowledge the change in contract electronically.

Staff does not oppose fixed price contract automatic renewals if the only change is in the price and the customer has been properly notified. However, if other terms of the contract are modified, such as the length of the term, termination fees, then affirmative consent should be required. At a minimum, Staff respectfully requests that the Commission adopt affirmative consent to contract changes from a fixed to a variable-rate contract in the proposed rules.

¹² See State of Connecticut Substitute Senate Bill No., Public Act No. 14-75 enacted July 1, 2014, where affirmative consent of the customer is required when switching a customer from a fixed rate contract to a variable rate contract. <https://www.cga.ct.gov/2014/ACT/PA/2014PA-00075-R00SB-00002-PA.htm>. See State of Texas, General Retail Electric Provider Requirements and Information Disclosures to Residential and Small Commercial Customers, Chapter 24, Subchapter R, §25.475 (2), <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.475/25.475.pdf>.

GREEN POWER PRODUCTS

Staff notes that in the Green Power Products section of the proposed regulations, suppliers would no longer be able to market national renewable products such as solar, wind or geothermal in any percentage to meet Delaware requirements as they would not be in compliance with the Rules and current statutory language. Without a specific Commission waiver of these regulations national renewable energy contracts would not be allowed to meet a Delaware green power option. The DPA/RESA suggested changes to the Green Power Products section are more stringent than what was proposed by Staff. If RESA and other suppliers are satisfied with this change than Staff does not oppose it but simply wants the Commission to be aware of the possible implications of this change and the need for waivers.

FORMATTING

In section 2.2.13 there is a formatting error. The first two sections under this 2.2.13 need to be renumbered to 2.2.13.1 and 2.2.13.2.¹³ Staff respectfully requests that the numbering error be corrected in the final approved rules.

CONCLUSION

Staff appreciates the opportunity to submit comments on the Commission's proposed changes to the Supplier Rules proffered by the DPA and RESA. Staff is tasked with administering the Supplier Rules and to conduct what the Commission has made clear is their desire for supplier applications to be thoroughly investigated prior to receiving a certification.

The entire process of promulgating the supplier rules has been laborious, and the stakeholders have made significant progress in proffering regulations that further protect consumers, enhance retail

¹³ See the DPA/RESA proposed rules which are currently numbered 2.1.13.1 and 2.1.13.2.

choice options for consumers to allow for an opportunity to save on electricity supply, and try to address ongoing developments and trends in other jurisdictions. Staff has made best efforts to review a multitude of issues and concerns regarding these regulations and has attempted to incorporate the important customer protections, market enhancements, the certification investigatory requirements of this Commission, as well as observations of trends in neighboring jurisdictions. Staff respectfully requests that the above recommended changes be incorporated into the final version of the published rules, set forth in the attached redline version, Exhibit A.

PROPOSED REDLINE CHANGES
Delaware Public Service Commission Staff

EXHIBIT A

DELAWARE PUBLIC SERVICE COMMISSION

RULES FOR
CERTIFICATION AND REGULATION
OF ELECTRIC SUPPLIERS

PUBLIC SERVICE COMMISSION

3001 Regulations for Certification and Regulation of Electric Suppliers

1.0 Definitions.

"Affiliated Interest" means:

1. Any Person or entity who owns directly, indirectly or through a chain of successive ownership, 10% or more of the voting securities of the Applicant;
2. Any Person or entity, 10% or more of whose voting securities are owned, directly or indirectly, by an affiliated interest as defined in 1 above; or
3. Any Person or entity, 10% or more of whose voting securities are owned, directly or indirectly, by the Applicant.

"Agent" means a Person who conducts marketing or sales activities, or both, interacting directly with Customers based on a contractual arrangement with and on behalf of an Electric Supplier. "Agent" does not include Brokers or Aggregators.

"Aggregator" means any Person or entity who contracts with an Electric Distribution Company, Electric Supplier or PJM Interconnection (or its successor) to provide energy services, which facilitate battery storage systems for Grid-Integrated Electric Vehicles and related technologies.

"Ancillary Services" means services that are necessary for the transmission and distribution of electricity from supply sources to loads and for maintaining reliable operation of the transmission and distribution system.

"Annualized Billing Period" means a period of 12 consecutive monthly billing periods. A Customer's first Annualized Billing Period begins on the first day of the first full monthly billing period after which the Customer-Generator Facility is interconnected with the Electric Distribution Company and is generating electricity. A Customer may elect to change the end of the Annualized Billing Period one time in order to better utilize excess generation.

"Applicant" means:

1. A Person seeking to obtain an Electric Supplier Certificate; or
2. An Electric Supplier seeking to amend its Electric Supplier Certificate.

"Broker" means an entity or Person that acts as an agent or intermediary on behalf of the Customer in the sale or purchase of, but that does not take title to, electricity for sale to retail electric Customers.

"Business Day" means any calendar day except Saturdays, Sundays or legal holidays as defined in 1 Del. C. §501.

"Commission" means the Delaware Public Service Commission.

"Community-owned energy generating facility" or "Community Energy Facility" means a renewable energy generating facility that has Subscribers who share the energy production of the Community Energy Facility, which may be located either as a stand-alone facility or behind the meter of a Subscriber. The Community-Owned Energy Generating Facility shall be interconnected to the distribution system and operated in parallel with an EDC transmission and distribution facilities. The Community Energy Facility shall:

1. Satisfy all applicable requirements of Section 15 Net Metering of these regulations;
2. Meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories to ensure that net metering customers meet applicable safety and performance standards; and
3. Comply with the Electric Supplier's interconnection tariffs and operating guidelines.

"Contract" means the total legal obligation resulting from the parties' agreement as effected by these Regulations and other applicable law. A Contract for Electric Supply Service must be accompanied by a Contract Summary.

"Contract Summary" means a written summary of the material terms and conditions of service between an Electric Supplier and a Residential or Small Commercial Customer. If the terms of the Contract Summary differ from the terms of the Contract, then the provision(s) most favorable to the Customer shall control.

"Cooperative" or "DEC" means Delaware Electric Cooperative, Inc. or its successor(s).

"Cramming" means the prohibited practice of charging Customers for services that they have not ordered or have been sold in a deceptive manner such that the Customer is not reasonably aware of the nature or price of the service for which he or she is being charged.

"Customer" means a purchaser of electricity for ultimate consumption and not for resale in Delaware, including the owner/operator of any building or facility, but not the occupants thereof, who purchases and supplies electricity to the occupants of such building or facility.

"Customer-Generator Facility" means equipment used by a Customer to generate, manage, and monitor electricity. A Customer-Generator Facility, which typically includes an electric generator and/or an equipment package, shall:

1. Satisfy all of the applicable requirements of Section 15.0 Net Metering of these Regulations;
2. Meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronic Engineers, and Underwriters Laboratories to ensure that net metering customers meet applicable safety and performance standards; and
3. Comply with the Electric Supplier's interconnection tariffs and operating guidelines.

"Delmarva" or "DP&L" means Delmarva Power & Light Company or its successor(s).

"Distribution Facilities" means electric facilities located in Delaware that are owned by a public utility that operate at voltages of 34,500 volts or below and that are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned

by the Customer.

"Distribution Services" means those services, including metering, relating to the delivery of electricity to a Customer through Distribution Facilities.

"DNREC" means Delaware Department of Natural Resources and Environmental Control.

"Door-to-Door Sale" means a sale, or offer of Contracts for sale, in which the Electric Supplier or Electric Supplier's Agent personally solicits a Residential or Small Commercial Customer to sell Electric Supply Service. This term includes sales made at a place other than the Electric Supplier's place of business. This term does not include:

1. Sales made at Public Events;
2. For Small Commercial Customers, sales in response to or following a pre-scheduled appointment between the Small Commercial Customer and the Electric Supplier; and
3. Any sale which is conducted entirely by mail, telephone or other Electronic means.

"DPA" means the Delaware Division of the Public Advocate.

"Electric Distribution Company" or "EDC" means a public utility owning and/or operating Transmission and/or Distribution Facilities in Delaware.

"Electric Supplier" means an entity or Person certified by the Commission that sells electricity to Customers utilizing the Transmission and/or Distribution Facilities of a nonaffiliated EDC, as defined in 26 *Del. C.* §1001(14), including:

1. ~~Affiliates of an EDC;~~
2. Municipal corporations which choose to provide electricity outside their municipal limits (except to the extent provided prior to February 1, 1999);
3. Electric cooperatives which, having exempted themselves from the Commission's jurisdiction pursuant to 26 *Del. C.* §§202(g) and 223, choose to provide electricity outside their assigned service territories; and
4. Any Broker, Marketer or other entity (including public utilities and their Affiliates).

"Electric Supplier Certificate" or "ESC" means a certificate granted by the Commission to Electric Suppliers that have fulfilled the Commission's certification requirements. The Commission order approving an Applicant's application for certification as an Electric Supplier, Marketer, or Broker shall serve as the Electric Supplier Certificate.

"Electric Supply Service" means the provision of electricity and related services to Customers, as defined in 26 *Del. C.* §1001(15).

"Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, as defined in 6 *Del. C.* §12A-102(5).

"Electronic mail" or "e-mail" means any message transmitted through the internet including, but not limited to, messages transmitted to or from any address affiliated with an internet site.

"Electronic Signature" means an Electronic sound, symbol, or process attached to or logically associated with a document or record and executed or adopted by a Person with the intent to sign the document or record, as defined in 6 *Del. C.* §12A-102(9).

"Eligible Energy Resources" means the following energy sources located within the PJM region or imported into the PJM region and tracked through the PJM Market Settlement System:

1. Solar energy technologies that employ solar radiation to produce electricity;
2. Electricity derived from wind energy;
3. Electricity derived from ocean energy including wave or tidal action, currents, or thermal differences;
4. Geothermal energy technologies that generate electricity with a steam turbine, driven by hot water or steam extracted from geothermal reservoirs in the earth's crust;
5. Electricity generated by a fuel cell powered by Renewable Fuels;
6. Electricity generated by the combustion of gas from the anaerobic digestion of organic material;
7. Electricity generated by a hydroelectric facility that has a maximum design capacity of 30 megawatts or less from all generating units combined that meet appropriate environmental standards as determined by DNREC (see DNREC Regulation 7 DE Admin. Code 106, Environmental Standards for Eligible Energy Resources);
8. Electricity generated from the combustion of biomass that has been cultivated and harvested in a sustainable manner as determined by DNREC, and is not combusted to produce energy in a waste to energy facility or in an incinerator (see DNREC Regulation 7 DE Admin. Code 106, Environmental Standards for Eligible Energy Resources);
9. Electricity generated by the combustion of methane gas captured from a landfill gas recovery system; provided, however, that:
 - a. Increased production of landfill gas from production facilities in operation prior to January 1, 2004 demonstrates a net reduction in total air emissions compared to flaring and leakage;
 - b. Increased utilization of landfill gas at electric generating facilities in operation prior to January 1, 2004 (i) is used to offset the consumption of coal, oil, or natural gas at those facilities, (ii) does not result in a reduction in the percentage of landfill gas in the facility's average annual fuel mix when ~~calculate~~ using fuel mix measurements for 12 out of any continuous 15 month period during which the electricity is generated, and (iii) causes no net increase in air emissions from the facility; and
 - c. Facilities installed on or after January 1, 2004 meet or exceed 2004 Federal ~~and State~~ air emission standards, or the Federal and State air emission standards in place on the day the facilities are first put into operation, whichever is higher.

"FERC" means the Federal Energy Regulatory Commission.

"Fixed Price" means a Price that will remain the same for at least three billing cycles or the term

of the Contract, whichever is longer.

"Fuel Cell" means an electric generating facility that: (a) includes integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy, and (b) may include an inverter and fuel processing system or other plant equipment to support the plant's operation or its energy conversion, including heat recovery equipment.

"GATS" means the Generation Attribute Tracking System developed by PJM-Environmental Information Services, Inc. (PJM-EIS).

"Generation Attribute" means a non-price characteristic of the electrical energy output of a Generation unit, including but not limited to the unit's fuel type, geographic location, emissions, vintage, and RPS eligibility.

"Generation Unit" means a facility that converts a fuel or an energy resource into electrical energy.

"Grid-Integrated Electric Vehicle" means a battery-run motor vehicle that has the ability for two-way power flow between the vehicle and the electric grid and the communications hardware and software that allow for the external control of battery charging and discharging by an Electric Distribution Company, Electric Supplier, PJM Interconnection, or an Aggregator."

"Host Customer" means the customer account directly connected to a Customer-Generator Facility or Community Energy Facility, or, for a stand-alone Community Energy Facility, the customer account as designated by the Subscribers who share the energy production of the Community Energy Facility.

"Introductory Price" means a Price offered by an Electric Supplier for new Customers that will remain the same for a limited period of time ~~between one and three billing cycles,~~ followed by a different Fixed or Variable Price that will be in effect for the remaining billing cycles of the Contract term, consistent with terms and conditions in the Contract.

"Marketer" means an entity or Person that purchases and takes title to electricity for sale to Customers in this State, as defined in 26 Del. C. §1001(19).

"Net Metering" or **"Net Energy Metering"** means a service to a Customer whereby electric energy generated by the Customer, through a Customer-Generator Facility and delivered to the local distribution facilities of an Electric Supplier, may be used to offset electric energy provided by the Electric Supplier to the Customer.

"Person" means a natural person; a corporation, partnership, association, public trust, joint stock company, joint venture, or other group of persons, whether incorporated or not; a trustee or receiver of the foregoing; a municipality or other political subdivision of the State of Delaware; and any other governmental agency or any officer, agent or employee of such agency.

"PJM Interconnection, LLC" or **"PJM"** means the Regional Transmission Organization ("RTO") that is responsible for wholesale energy markets and the interstate transmission of energy throughout a multi-state area, or its successor organization.

"Price" or **"Rate"** means all charges (excluding taxes), including Fixed or Variable, to be charged by the Electric Supplier for Electric Supply Service pursuant to the Contract.

"Public Event" means an event in a public location at which an Electric Supplier may market and solicit Residential and Small Commercial Customers to enroll.

"Regulations" means the Commission's Regulations for Certification and Regulation of Electric Suppliers (26 *Del. Admin. C.* §3001 *et seq.*).

"Renewable Energy Credit" or "REC" means a tradable instrument comprised of all the Generation Attributes equal to 1 megawatt-hour of electricity derived from Eligible Energy Resources and that is used to track and verify compliance with the provisions of the Renewable Energy Portfolio Standards Act, 26 *Del. C.* §351 *et. seq.* A REC does not include emission reduction credits and/or allowances encumbered or used by a Generation Unit for compliance with local, state, or federal operating and/or air quality permits associated with the 1 megawatt-hour of electricity.

"Renewable Energy Portfolio Standard" or "RPS" means the percentage of retail electricity sales in the State that is to be derived from Eligible Energy Resources.

"Rescission Period" means the time period within which a Residential or Small Commercial Customer may choose to cancel, without penalty, a Contract for Electric Supply Service with an Electric Supplier.

"Residential Customer" means a retail electric Customer eligible to take service classified as Residential under the tariff of the Customer's Electric Distribution Company currently on file with the Commission.

"Secretary" means the Secretary of the Commission, or any employee of the Commission designated by the Secretary and authorized by the Executive Director.

"Slamming" means the prohibited unauthorized enrollment of a Customer without the Customer's permission or the unauthorized transfer of a Customer to another Electric Supplier.

"Small Commercial Customer" means a Customer taking service under a current Electric Distribution Company tariff governing Service Classification "Small General Service-Non Demand Rate" or the current Cooperative tariff governing Service Classification "General Service." However, for the purposes of these Regulations, any Small Commercial Customer who has joined with an affiliated non-Small Commercial Customer or a non-Residential Customer for the purpose of contracting for Electric Supply Service shall be exempt from the definition of a Small Commercial Customer.

"Solar Renewable Energy Credit" or ("SREC") means a tradable instrument that is equal to 1 megawatt-hour of retail electricity sales in the State that is derived from solar photovoltaic energy resources and that is used to track and verify compliance with the provisions of the Renewable Energy Portfolio Standards Act, 26 *Del. C.* § 351 *et seq.*

"Staff" means full-time professional employees of, and outside counsel and consultants retained by, the Commission who render advice to the Commission.

"Standard Offer Service" or "SOS" means the provision of Electric Supply Service by a Standard Offer Service Supplier to Customers who do not otherwise receive Electric Supply Service from an Electric Supplier, as defined in 26 *Del. C.* §1001(23).

"Standard Offer Service Supplier" or "SOSS" means an EDC serving within its certificated territory, as defined in 26 *Del. C.* §1001(24).

"State" means the State of Delaware.

"Subscriber(s)" means those persons who are otherwise Customers of an Electric Supplier that are entitled to share in the energy production of a Community Energy Facility.

"Telemarketing" means any unsolicited telephone calls initiated by, or on behalf of, an Electric Supplier to a Residential or Small Commercial Customer in order to market Electric Supply Service.

"Third party verification" or "TPV" means a method to record consent from a Residential or Small Commercial Customer agreeing to each of the below-listed material Contract terms that is recorded by an independent person not party to the agreement or that may be performed by an automated, computerized system. To be valid, the TPV must occur without the presence of the sales agent, and at the outset must describe how the Residential or Small Commercial Customer can cancel the TPV and the enrollment at any time prior to completion without penalty. The consent from the Residential or Small Commercial Customer must be given without unreasonable assistance from the individual conducting the TPV and must include an acknowledgement from the Residential or Small Commercial Customer:

1. That he or she is voluntarily choosing to enroll with an Electric Supplier;
2. Of the type of product offered (introductory, variable, fixed, or some combination);
3. Of the Price that will be charged for the first month's service and when or if the Price may change;
4. Of the duration of the Contract;
5. Of the amount of an early termination fee (if applicable);
6. If a Residential Customer, that he or she is the account holder or authorized to make the switch;
7. If a Small Commercial Customer, that he or she is authorized to make the switch;
8. That the Residential or Small Commercial Customer has been provided with information on how the Contract can be renewed and, if applicable, what the Supplier can do if the Customer fails to respond to the renewal notice;
9. That the Residential or Small Commercial Customer has been provided information on how to access the Electric Supplier's historical pricing information;
10. That the Residential or Small Commercial Customer has been provided information on how to access future pricing information; and
11. That the Residential or Small Commercial Customer has received the Electric Supplier's customer support contact information.

"Transmission Facilities" means electric facilities located in Delaware and owned by a public utility that operate at voltages above 34,500 volts and that are used to transmit and deliver electricity to Customers (including any Customers taking electric service under interruptible rate schedules as of December 31, 1998) up through and including the point of physical connection with electric facilities owned by the Customer, as defined in 26 *Del. C.* §1001(26).

"Transmission Services" means the delivery of electricity from supply sources through Transmission Facilities, as defined in 26 *Del. C.* §1001(27).

"Variable Price" means a Price that can change from month to month (but not more frequently) by the hour, day, month, etc. on a Residential or Small Commercial Customer's bill according to the terms and conditions in the Contract.

“Written Notice” means notice in writing, mailed by First Class mail to the Person who is being given notice, sent to the current billing address as shown on the records of the Electric Distribution Company or Electric Supplier, or via Electronic mail to a valid e-mail address if the Customer authorizes the receipt of the applicable communication via electronic means and provides a valid e-mail address.

2.0 Certification of Electric Suppliers.

2.1 Before a Person may offer a Contract or commence service to a Customer, such Person or entity must obtain an Electric Supplier Certificate from the Commission to sell Electric Supply Service to, or arrange the purchase on behalf of, Customers.

2.2 Certification Requirement. All Applicants shall file with the Commission an original and five (5) copies of an application for an Electric Supplier Certificate or comply with the electronic filing requirements of 26 *Del. Admin. C.* §1001 Rules of Practice and Procedure of the Commission. ~~A copy of the application shall be served upon DPA within three (3) Business Days of its filing with the Commission.~~ Such application shall contain all the information and exhibits hereinafter required and may contain such additional information as the Applicant deems appropriate to demonstrate to the Commission that it possesses the technical, financial, managerial and operational ability to adequately serve the public consistent with applicable State laws. Applications shall contain at least the following information:

2.2.1 Name, Etc. The legal name and, if applicable, tax identification number or employer identification number of the Applicant, as well as the trade name(s) under which the Applicant proposes to do business in Delaware. List any other names under which the Applicant, its Affiliated Interests, or any current or previous officer, director, or manager has previously done business in Delaware;

2.2.2 Certifications. Certification(s) issued by the state of formation or incorporation certifying that the Applicant is in good standing and qualified to do business in that state;

2.2.3 Authorization. Documentation from the Delaware Secretary of State ~~or~~ and the Delaware Division of Revenue, issued within ninety (90) days of filing, that the Applicant is legally authorized and qualified to do business in the State;

2.2.4 Registered Agent. The name and post office address of a Registered Agent, pursuant to 26 *Del. C.* §401, within the State upon whom service of any notice, order or process may be made;

2.2.5 Leadership. The names, titles, addresses, and telephone numbers of the Applicants' ~~principal~~ officers, directors, partners, or other similar officials;

2.2.6 Corporate Structure. A description of the Applicant's corporate structure, including all parent, affiliated, and subsidiary companies. Include a graphical depiction of such structure;

2.2.7 Contact Information. The name, title, e-mail address (if applicable), mailing address and telephone number of the Applicant's:

2.2.7.1 Regulatory contact person responsible for the Electric Supplier's Delaware operations; and

2.2.7.2 Customer complaint contact person, if different from the regulatory contact person;

2.2.8 Attorney. The name, address, telephone number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so;

2.2.9 Toll Free Number. A toll-free telephone number to the Applicant's customer service center where Customers may call with questions about the Electric Supplier's services, including the Contract and Contract Summary. Brokers proposing to serve non-residential Customers may provide a Delaware telephone number;

2.2.10 Website. The Electric Supplier's website address, accessible to prospective and current Customers;

2.2.11 Consent to Jurisdiction. A statement consenting to the jurisdiction of the Delaware courts for acts or omissions arising from the Electric Supplier's and its Agent's activities in the State;

2.2.12 Criminal Activities. A statement detailing any criminal activities, except for misdemeanors or lesser violations, of which the Applicant or any of its Affiliated Interests, officers, and directors (and prior officers and directors who left the Applicant's employ less than three months before the filing of the application) have been convicted. Any criminal activity disclosure shall include a copy of any order of conviction and restitution;

2.2.13 Marketing Plans and Materials. If the Applicant intends to serve Residential or Small Commercial Customers, the Applicant shall provide, to the extent then known or in existence:

2.1.13.1 A description of the marketing plan(s) and/or method(s) it plans to use in Delaware. This description shall identify whether Door-to-Door, Telemarketing, direct mail, or other marketing channels will be used and, where applicable, the identification of third party vendors that the Applicant will utilize to implement one or more marketing methods. The application shall include the manner in which the Applicant will ensure oversight, training, and compliance with the specific provisions of these Regulations with regard to Telemarketing, Door to Door, and in-person sales;

2.1.13.2 Copies of all print, broadcast, electronic media, telecommunication, direct mail or in-person written marketing materials, including but not limited to scripts for Telemarketing, advertisements, website presentations, and any other material of a similar nature, that the Applicant will use to market and promote its products to Delaware Residential and Small Commercial Customers;

2.2.14 Contracts and Contract Summaries. A copy of the Applicant's standard Contract(s) form that it intends to offer to Residential and Small Commercial Customers, and the standard Contract Summary form it intends to include with its Contracts for Residential and Small Commercial Customers. A Contract or Contract Summary that does not comply with the requirements of these Regulations or other applicable Delaware laws and regulations may be grounds for rejection of the application;

2.2.15 Performance Bonds. Each Applicant, except Brokers, shall submit a copy of its performance bond or guarantee that it has obtained as security to the Electric Distribution Company if required in the service agreement between the Applicant and the Electric Distribution Company. The copy of the performance bond may be provided after the Electric Supplier

Certificate is granted, but must be provided to the Commission prior to marketing or offering Electric Supply Service to Customers;

2.2.16 Financial Information.

2.2.16.1 If publicly traded, the Applicant's: (1) certified financial statements current within twelve (12) months of the filing, and (2) its most recent annual report to shareholders and SEC Form 10-K (or a link to the report on the SEC website);

2.2.16.2 If not publicly traded, the Applicant's accounting statements, including balance sheet and income statements, audited financial statements, bank account statements, tax returns or other indicia of financial capability, or, if applicable, the certified financial statements of a publicly traded parent;

2.2.16.3 Applicants submitting European-style financial statements shall include a statement of similarity;

2.2.16.4 Staff may request other indicia of financial capability.

2.2.17 Bankruptcy. The Applicant shall disclose whether it, or any of its Affiliated Interests, or any current or previous officer, director, or manager, has filed for bankruptcy in the past 24 months;

2.2.18 Regional and Wholesale Experience.

2.2.18.1 If the Applicant is a Marketer:

2.2.18.1.1 A description of the Applicant's experience in the PJM regulated wholesale energy market or other regional energy markets; and

2.2.18.1.2 A statement detailing that the Applicant has the technical ability to secure generation or otherwise obtain and deliver electricity through compliance with all applicable requirements of PJM.

2.2.18.2 If the Applicant is a Broker:

2.2.18.2.1 Evidence of technical fitness to conduct their proposed business. Any Broker arranging the purchase of Electric Supply Service must demonstrate, through an affirmative statement, that it will only arrange electricity sales from an entity that complies with PJM's requirements and is a Certified **Electric** Supplier in the State, and must provide a list of Electric Suppliers through which the Applicant intends to arrange for the sale of electricity. Any change in the identity of the Electric Suppliers on this list shall be provided to the Commission within five (5) Business Days of the effective date of the change.

2.2.19 Retail Experience. A description of the Applicant's experience in retail electricity markets, including:

2.2.19.1 A description of the services it plans to offer in the State, including types of Customers to be served and services provided;

2.2.19.2 A description of the operational experience in retail energy

markets of each principal officer, director, or individual responsible for Delaware operations. If no such experience is applicable, the Applicant shall identify the means by which the Applicant proposes to support its managerial, technical, and financial capabilities for the retail sale of Electric Supply Service in the State;

2.2.19.3 For each entity identified below, a list of states in which:

2.2.19.3.1 The Applicant or any of its Affiliated Interests is presently selling or brokering Electric Supply Service to Customers; In addition, for each state that the Applicant is currently selling or brokering Electric Supply Service shall provide: a copy of any order and related decision (if any) from that state's public utility commission;

2.2.19.3.2 The Applicant or any of its Affiliated Interests has received authority to sell or broker Electric Supply Service to Customers but is currently not providing services; In addition, for each state that the Applicant has received authority to sell or broker Electric Supply Service shall provide: a copy of any order and related decision (if any) from that state's public utility commission;

2.2.19.3.3 The Applicant or any of its Affiliated Interests has pending applications to sell or broker Electric Supply Service to Customers. For each state listed include license, order, or certificate numbers. and In addition, for each state the Applicant has pending applications to sell or broker Electric Supply Service shall provide: a copy of any order and related decision (if any) from that state's public utility commission; and

2.2.19.3.4 For each entity in each state listed above, provide the license or certification number, the applicable docket number, if any, and the date the license or certification was granted.

2.2.19.4 The Electric Supplier shall ensure that it can accept, investigate, and resolve Customer complaints in a prompt and responsive manner;

2.2.20. Other Proceedings.

2.2.20.1. A list of states or federal jurisdictions in which the Applicant or any of its Affiliated Interests has:

2.2.20.1.1 Been denied approval to sell or broker electricity to ~~Customers;~~

2.2.20.1.2 Been found to be in violation of a state's laws, rules, or regulations;

2.2.20.1.3 Had its authority revoked, modified, or suspended; or

2.2.20.1.4 Had any other adverse judicial or regulatory action pertaining to the provision of retail energy services, including any formal docketed complaints filed against (i) the Applicant; (ii) any of the Applicant's Affiliated Interests; (iii) any officer, principal or director of the Applicant; or (iv) any prior officer, principal or director serving in that capacity at the time of the judicial

or regulatory action; and

2.2.20.1.5 Entered into a stipulation or consent decree in a formal docketed proceeding in the past five years concerning its retail energy services in which the Electric Supplier agreed to pay a civil penalty, provide customer restitution, or make changes to its marketing and sales;

2.2.20.2 The Applicant shall provide a copy of any document, order, or decree identified in response to subsection 2.2.20.1;

2.2.20.3 A copy of any settlement, adjudication, or court order with respect to an action filed by a state Attorney General, the Federal Trade Commission, or U.S. Department of Justice concerning the Applicant's participation in retail and federal electricity, natural gas, or telecommunications markets;

2.2.21 Pending Proceedings. A list of proceedings in which a revocation or suspension of authority to sell or broker electricity is pending or has been adjudicated, and the name, case number, venue, final orders, and settlement agreements for each case identified. Applicant shall provide copies of each order and settlement agreement. If no such actions have been taken against Applicant, explicitly state that fact; and

2.2.22 FERC Approvals. A copy of any FERC approval as a Marketer, or the date and docket number of the Applicant's application to FERC for such approval. If the date and docket number are provided, a copy of the Applicant's FERC approval must be provided within 30 calendar days of issuance.

2.3 Financial Security.

2.3.1 Applicability. The financial security requirements of this Section apply only to Applicants that seek an Electric Supplier Certificate to provide Electric Supply Service to Residential and Small Commercial Customers. The requirements of this paragraph do not apply to Standard Offer Service.

2.3.2 Requirements. An Applicant must submit financial security that complies with this subsection prior to the issuance of an Electric Supplier Certificate. The Applicant must maintain financial security that complies with this subsection as long as its Electric Supplier Certificate to provide Electric Supply Service to Residential and Small Commercial Customers and must submit replacement security at least seven days prior to the expiration or cancellation of a previously submitted financial security instrument. Upon termination of an Electric Supplier Certificate, the financial security instrument shall remain in force until the Commission determines that all obligations of the Electric Supplier have been satisfied.

2.3.3 Amount.

2.3.3.1 The initial security amount shall be \$100,000. The Commission may grant modifications of this amount commensurate with the nature and scope of the business the Applicant anticipates conducting in the State upon submission of information in support of the modification. A request for modification of the initial security amount may be made in conjunction with the filing of the application.

2.3.3.2 After the initial year, the required security amount shall equal \$100,000 or five percent (5%) of the Electric Supplier's annual revenues from sales of Electric

Supply Service to Residential and Small Commercial Customers in Delaware over the prior calendar year, whichever is greater.

2.3.4 Use of Security Amounts. Upon a finding that an Electric Supplier has violated a statute or regulation regarding the provision of service to Residential or Small Commercial Customers, the Commission may direct that amounts from the financial security be distributed consistent with State law.

2.3.5 Types of Security. An Applicant may satisfy the financial security requirements of this subsection through an irrevocable letter of credit, cash, cash equivalents, financial instruments that are easily liquidated and readily available to meet their costs of providing Electric Supply Service to Customers, or any combination thereof. Financial security documents must be in a form and contain language that is acceptable to the Commission.

2.3.5.1 Letter of Credit. An irrevocable letter of credit must unconditionally obligate the issuing financial institution to honor drafts drawn on such letters for the purpose of paying the obligations of the Electric Supplier pursuant to Delaware law and regulations and must specify that the issuing financial institution will notify the Commission 30 days in advance of the expiration or cancellation of the letter of credit. The letter of credit must include the following language: that the letter of credit binds the issuing financial institution to pay one or more drafts drawn by the Commission as long as the draft does not exceed the total amount of the letter of credit; and that any draft presented by the Commission will be honored by the issuer upon presentation. The letter of credit must be issued by a financial institution with a minimum corporate credit rating of "BBB+" by Standard & Poor's or Fitch or "Baa1" by Moody's Investors Service, or an equivalent short term credit rating by one of these agencies. If, at any time, the corporate debt rating of an issuing financial institution drops below the above specified levels, the Electric Supplier shall notify the Commission in writing and provide replacement security that satisfies the requirements of these Regulations.

2.3.5.2 Cash and Cash Equivalents. Cash or cash equivalents, including cashier's checks, sight drafts, performance bond proceeds, or traveler's checks, and applicable Applicable interest shall be returned to the Electric Supplier after all obligations are satisfied.

2.3.5.3 Certificate of Deposit. Certificate of deposit or other liquid deposit, with a reputable bank or other financial institution.

2.3.5.4 Preferred Stock Proceeds. Preferred Stock proceeds or other corporate shareholder equity, provided that use is restricted to maintenance of working capital for a period of at least twelve (12) months beyond certification of the Applicant by the Commission.

2.3.5.5 Line of Credit. Line of credit issued by a reputable bank or other financial institution, irrevocable for a period of at least twelve (12) months beyond certification of the Applicant by the Commission.

2.3.5.6 Loan. Loan, issued by a qualified subsidiary, affiliate or Applicant, or a qualified corporation holding controlling interest in the Applicant, irrevocable for a period of at least twelve (12) months beyond certification of the Applicant by the Commission.

2.3.5.7 Guarantee. Guarantee, issued by a corporation, co-partnership, or other

Person or association, irrevocable for a period of at least twelve (12) months after the effective date of the ESC; Guarantee, issued by a qualified subsidiary, affiliate of Applicant, or a qualified corporation holding controlling interests in the Applicant, irrevocable for a period of at least twelve (12) months after the effective date of the ESC.

2.3.5.8 Assets. Identifiable physical assets set forth in a balance sheet or similar statement.

2.3.5.9 Bond. A bond, parent guarantee, or some other form of financial instrument ("bond") may be required if the Commission determines that such a bond is necessary in order to ensure that the Applicant requesting to be a Broker has sufficient financial ability to operate as a Broker in the State. The Commission shall determine the bonding requirement on a case-by-case basis. A bond, if required, shall be in the amount of \$10,000.

2.3.5.10 Other Liability. Liability of Electric Suppliers for violation of law, Commission orders or Commission regulations is not limited by the security requirements of this Section.

2.3.5.11 Staff may request other indicia of financial capability.

2.4 Other Information. The Commission or its Staff may consider any other information submitted by the Applicant if it can show the financial, operational, managerial, and technical abilities of an Applicant.

2.5 Verification of Application. The application must be accompanied by a signed, notarized verification of a principal or officer of the Applicant stating that all information in the application is true and correct as filed to the best of the principal's or officer's belief. Where the Applicant is a corporation or an association, the verification shall be signed by an officer thereof and notarized.

2.6 Notice. Each Applicant, except Brokers, shall publish notice of the filing of its application in two (2) newspapers of general circulation throughout the State in a Commission-approved form, which will be provided to the Applicant after receipt of the application.

2.7 Application Fee. An Applicant for an Electric Supplier Certificate shall submit a non-refundable application fee of \$750 with the application.

2.8 Incomplete or Abandoned Applications. The Commission may reject an application that is not complete or that does not contain subsequent information requested by the Staff within four months of a failure by the Applicant to respond to such requests.

2.9 Waiver of Certification Requirements. Upon the request of any Applicant, the Commission, upon notice and opportunity for comment, may, for good cause, waive any of the requirements of these Regulations that are not required by statute. The waiver may not be inconsistent with the purpose of these Regulations or 26 Del. C. §1001 *et seq.*

2.10 Review of the Application. After the close of the comment period, Staff shall make a recommendation to the Commission to approve, conditionally approve or deny the application. The Commission may choose to approve, approve with conditions, modify, or deny an Electric Supplier Certificate to an Applicant where it finds that doing so is in the public interest.

2.11 Material Change in Application Information. Applicants shall inform Staff of any material changes in any information submitted in the application that occur from the time the application is submitted to the time the Commission considers the application. The failure to provide such notice within ten (10) Business Days after the change may be grounds for rejection of the application.

2.12 Accuracy of Information. Failure to provide accurate and factual information, or the submission of false or misleading information, or the omission of material information in any communication with Staff or the Commission, may be grounds for rejection of an application or a recommendation that an application be denied.

2.13 Term of ESC. Electric Supplier Certificates are valid until revoked by the Commission or relinquished by the Electric Supplier after the requisite notice to the Commission and to its Customers.

2.14 Transfer or Relinquishing of ESC.

2.14.1 The transfer of an ESC is prohibited without notice and approval of the Commission.

2.14.2 No Electric Supplier shall cease doing business within the State unless it has provided at least sixty (60) days Written Notice to the Commission, the DPA, the affected EDC(s), and its Customers.

2.14.3 The Commission will consider an ESC to be relinquished if the Electric Supplier does not provide the required yearly compliance filing in subsection 12.3 of these Regulations within ninety (90) days of the required date. An Electric Supplier shall be allowed 30 days' notice to cure a late annual filing.

3.0 Pre-enrollment Information and Customer Lists.

3.1 Notice and Consent for Pre-Enrollment Customer Information.

3.1.1 Before requesting pre-contracting Customer information described in subsection 3.2 from the EDC, an Electric Supplier shall:

3.1.1.1 Notify the Customer of its intention to request Customer information from the EDC; and

3.1.1.2 Obtain the Customer's consent for release of the Customer's information from the EDC.

3.1.2 - Notice. The Electric Supplier notice required under subsection 3.1.1.1 of this regulation shall specify the Customer information listed in subsection 3.2 to be requested from the EDC.

3.1.3 Customer Consent Records.

3.1.3.1 A Customer's consent under subsection 3.1.1.2 is valid for a time mutually agreed to by the Customer and the Electric Supplier.

3.1.3.2 An Electric Supplier shall maintain a record of a Customer's consent under subsection 3.1.1.2 of this regulation for a period of not less than 180 days from the expiration of the Customer's consent.

3.1.3.3 An Electric Supplier's Customer consent records are subject to audit by the Commission.

3.1.4 A Customer's consent under this regulation is not a Contract or enrollment for Electric Supplier services.

3.2 Pre-Enrollment Information. On request of an Electric Supplier, the EDC shall provide the following applicable Customer information:

3.2.1 Account name;

3.2.2 Billing address;

3.2.3 Service address;

3.2.4 EDC account number and any other number designated by the EDC as necessary to process an enrollment;

3.2.5 Bill cycle;

3.2.6 Voltage level;

3.2.7 EDC rate class or code;

3.2.8 Load profile;

3.2.9 Meter number;

3.2.10 Meter type;

3.2.11 Multiple meter indicator;

3.2.12 Peak load contribution;

3.2.13 Metered demand;

3.2.14 Billed demand;

3.2.15 Monthly historical demand for the previous 12 months;

3.2.16 Monthly historical consumption for the previous 12 months;

3.2.17 Monthly time-of-use data for the previous 12 months;

3.2.18 Interval meter data for the previous 12 months; and

3.2.19 Dynamic pricing election, if any.

3.3 Customer Lists. An EDC shall make a customer list available to Electric Suppliers on a secure password-protected web portal. An EDC shall update the list on a monthly basis. A Customer may elect to opt out of the list.

3.3.1 An EDC shall refresh its customer list on an annual basis.

3.3.1.1 Prior to refreshing the customer list, an EDC shall communicate to Customers the following information:

- 3.3.1.1.1 What the customer list is;
- 3.3.1.1.2 What information is to be included on the customer list;
- 3.3.1.1.3 What the more detailed information represents;
- 3.3.1.1.4 How this information is to be used by Electric Suppliers;
- 3.3.1.1.5. How the information is to be safeguarded by Electric Suppliers;
- 3.3.1.1.6 How widely the information will be disseminated;
- 3.3.1.1.7 The potential benefits to the Customer of having its information included on the customer list; and
- 3.3.1.1.8 How the Customer may opt out of the customer list.

3.3.1.2 An EDC's annual communication to Customers shall be served electronically to those Customers who have opted to receive their bills via electronic means.

3.3.2 An EDC's customer list shall contain the Customers:'

- 3.3.2.1. Customer Account Number and any other number designated by the EDC as necessary to process an enrollment;
- 3.3.2.2 Customer Name;
- 3.3.2.3 Service Address(es);
- 3.3.2.4 Billing Address(es);
- 3.3.2.5 Billing Country Code (if available);
- 3.3.2.6 Tariff Rate Class and Schedule;
- 3.3.2.7 Rate Subclass/Rate Subcode (if available);
- 3.3.2.8 Meter Read Cycle;
- 3.3.2.9 Load Profile Group per Tariff;
- 3.3.2.10 Transmission/Capacity Obligation (PJM) (Current/Future);
- 3.3.2.11 Whether the customer is an SOS customer;

- 3.3.2.12 Historical usage for prior 12 months (consumption/demand);
- 3.3.2.13 On Peak/Off Peak Consumption (each of 12 months) (KWH) (if available);
- 3.3.2.14 Monthly Peak Demand (each of 12 months) (KW) (if available);
- 3.3.2.15 Dynamic pricing election, if any;
- 3.3.2.16 Net Metering (Y or N); and
- 3.3.2.17. Sales Tax Status (Y or N).

4.0 Enrollments and Drops.

4.1 An Electric Supplier may enroll or drop a Customer by sending the appropriate electronic enrollment or drop transaction to the EDC.

4.2 An EDC shall process an electronic enrollment or drop from an Electric Supplier to be effective within three (3) Business Days after receipt of the electronic transaction.

4.3 The EDC shall drop a Customer from its current Electric Supplier when another Electric Supplier enrolls the Customer. An EDC shall assign a Customer who has been dropped by an Electric Supplier and not enrolled by another Electric Supplier to SOS.

4.4 An EDC shall not be required to process more than two enrollments and two drops per Customer per bill cycle.

4.5 An Electric Supplier may not require that a Customer provide it with advance notice, written or otherwise, before the Customer switches to another supplier or to SOS.

4.6 The provisions in this Section 4.0 shall be implemented on or before the date that the Commission orders.

5.0 Billing and Metering.

5.1 Billing Options.

5.1.1 Each Customer in Delmarva's service territory has the right to choose to receive separate bills from Delmarva and from its Electric Supplier (if the Electric Supplier provides a separate billing), or to receive a combined bill from either Delmarva or its Electric Supplier (if the Electric Supplier provides a consolidated billing option), for Electric Supply, Transmission, Distribution, Ancillary and other Services, consistent with these Regulations. If the Customer does not elect a billing option, Delmarva will be responsible for billing the Customer for Electric Supply, Transmission, Distribution, Ancillary and other Services, regardless of the Electric Supplier.

5.1.2 In the DEC's service territory, the Cooperative will bill each Customer for Electric Supply, Transmission, Distribution, Ancillary and other Services, regardless of the Customer's Electric Supplier.

5.2 **Bill Contents.** The bill should be easy to understand, be in clear and plain language and must contain the following information:

5.2.1 The name, address, and toll-free telephone number of the Electric Supplier;

5.2.2 If different from the Electric Supplier, the name, address and toll-free telephone number of the EDC;

5.2.3 The due date for payment;

5.2.4 If applicable, an itemized list of each service or product billed for the current billing period including charges for the public purpose programs and a competitive transition charge (if applicable) or other agreed to charges;

5.2.5 Electricity consumption including whether the consumption was based on actual recorded usage or estimated usage;

5.2.6 The actual cents per kWh (or the appropriate block charges or other pricing mechanism) charged to the Customer for the Customer's actual usage (or estimated usage) of electricity for the current billing period;

5.2.7 The total charge for each service or product;

5.2.8 The amount of payment or other credit applied to Customer's outstanding balance during the billing period;

5.2.9 The amount still owed by the Customer from the previous billing period;

5.2.10 Appropriate taxes and fees;

5.2.11 Definitions of material terms used in the bill; and

5.2.12 If applicable, late fees as defined in the Contract. Late fees must be clearly identified as such; and

5.2.13 The Commission shall have the authority to determine whether the Price to Compare shall appear on Customers' bills and, if so, which Customers and the manner in which the Price to Compare is calculated. Until such a determination is rendered in a subsequent proceeding, the Price to Compare shall continue to appear on bills as it does at the time of the effective date of these Regulations.

5.3 Metering.

5.3.1 Delmarva will continue to own all meters and perform all meter reading functions. The Commission can permit others to provide some or all of the metering functions on a competitive basis.

5.3.2 The Cooperative will continue to own and operate all meters and perform meter reading functions.

6.0 Electric Supplier Contracts and Contract Summaries.

6.1 An Electric Supplier shall provide a Contract and Contract Summary in the same language used by the Electric Supplier or its Agent to market, sell, or describe the Contract terms to prospective Residential and Small Commercial Customers.

6.2 Contract Requirements.

6.2.1 Only a licensed Electric Supplier may execute a Contract for Electricity Supply Service with a Customer.

6.2.2 A Contract for Residential and Small Commercial Customers shall be written in clear and plain language and contain all material terms and conditions, in a minimum of 10-pt font and including:

6.2.2.1 A list and description of the Contract services;

6.2.2.2 The Contract duration, expressed in months or years, or the disclosure that the Contract is month-to-month;

6.2.2.3 A description of the Price of each service, including:

6.2.2.3.1 The Price and the duration of the Introductory Price, if applicable. If the Price to be charged upon the expiration of the Introductory Price is a Fixed Price, the Fixed Price that will be charged upon the expiration of the Introductory Price;

6.2.2.3.1.1 In the case on a Introductory Price, the Contract must Inform the Customer that the initial Price being offered is an Introductory Price; and must state the number of billing cycles that the Introductory Price will be effective (but not less than one billing cycle). If the Price to be billed upon the expiration of the Introductory Price is a Fixed Price, the Contract shall specify the new Fixed Price. If the Price to be billed upon the expiration of the Introductory Price is a Variable Price, the basis on which Prices will vary, and the limits (if any) on Price variability.

6.2.2.3.2 For Variable Price Contracts:

6.2.2.3.2.1 A variable Price contract must include the conditions that will cause the Rate to change (that is, the basis(es) on which Rates will change and any limits on Rate changes). If there is a limit on the Variable Price, such as a specific Price cap, a maximum percentage increase in Price between billing cycles or minimum/maximum charges per kilowatt hour for electricity during the term of the Contract, the Applicant shall clearly explain the applicable limits. If the average prices vary by Time-of-Use or by volume, a subheading shall be printed below the average prices stating one or both of the following: The Price to be charged, per kilowatt-hour, for the first billing cycle of the Contract;

6.2.2.3.2.2 An explanation of the basis(es) on which the Price will vary and any limits on Price variability;

~~6.2.2.3.2.2.1~~ If there is a limit on price variability, such as a specific Price cap, a maximum percentage increase in Price between billing cycles or minimum/maximum charges per kilowatt-hour for electricity during the term of the Contract, the Electric Supplier shall clearly explain applicable limits;

~~6.2.2.3.2.2.2~~ If there is not a limit on Price variability, the Electric Supplier shall clearly and conspicuously state that there is not a limit on how much the Price may change from one billing cycle to the next;

6.2.2.3.2.1.1 If average prices vary by Time-of-Use, including seasonal prices, the statement shall read **"Your average electricity price will vary according to when and how much electricity you use. See your most recent bill for your monthly use and the Contract Summary for actual prices."**

6.2.2.3.2.1.2 If average prices vary only by volume of sales, including prices that have a fixed charge and a flat energy charge, the statement shall read **"Your average electricity price will vary according to how much electricity you use. See your most recent bill for your monthly use and the Contract Summary or your bill for actual prices."**

6.2.2.3.2.1.3 If there is no limit on Variable Price, the Contract Summary shall state that there is no limit on how much the Price may change from one billing cycle and shall further state that historical pricing is not indicative of present or future pricing.

6.2.2.3.2.1.4 Applicants offering a Variable Price product shall provide a toll-free telephone number or information on the Applicant's website where Customers may obtain the Price at least five (5) calendar days prior to the Price effective date. Customers may waive the five (5) calendar day advanced notice by certifying that (s)he has access to ongoing Price information via automated price response equipment, or other means. This waiver must be prominent and in 12-point type or larger. Applicants offering an hourly Variable Price product shall provide a toll-free telephone number or information on the Applicant's website or other access to ongoing Price information via automated price response equipment where Customers may obtain Price.

6.2.2.3.2.3 A telephone number and Internet address at which a Residential or Small Commercial Customer may obtain the previous 24 months' average monthly billed prices for that customer's rate class and EDC service territory. If an Electric Supplier has not been providing service in a rate class and EDC service territory for 24 months,

the Electric Supplier shall provide the average monthly billed prices for the months available to date;

6.2.2.3.2.4 In plain language, a statement that historical pricing is not indicative of present or future pricing; and

6.2.2.3.2.5 A statement describing how the Residential or Small Commercial Customer may access future pricing information in accordance with Section 7.0 of these Regulations;

6.2.2.4 A description of any other fee(s) or charge(s), including but not limited to early termination penalties, late fees, fees to access the Electric Supplier's services, minimum monthly charges, enrollment fees, and interest charges; a description of the specific condition under which such fees or charges can be imposed; and the amount of such fee(s) or charge(s);

6.2.2.5 A description of any other non-commodity products or services provided to the Residential or Small Commercial Customer as part of the Contract;

6.2.2.6 If the Electric Supplier claims that Residential or Small Commercial Customers will save money by entering into the Contract as opposed to staying with SOS, the Electric Supplier shall include in the Contract a description of any inducement, if applicable, on which it relies to make this claim;

6.2.2.7 A statement that:

6.2.2.7.1 The Residential or Small Commercial Customer may Rescind the Contract within ~~three~~ seven (37) Business Days from the start of the Rescission Period; and

6.2.2.7.2 The Rescission Period begins on one of the following dates, as applicable;

6.2.2.7.2.1 When the Residential or Small Commercial Customer signs the Contract;

6.2.2.7.2.2 When the Residential or Small Commercial Customer transmits the electronic acceptance of the Contract electronically; or

6.2.2.7.2.3 When the Residential or Small Commercial Customer receives the Contract and Contract Summary, if received by mail. There shall be a rebuttable presumption that a Contract and Contract Summary correctly addressed to a Residential or Small Commercial Customer with sufficient first class postage attached ~~shall be received~~ three (3) days after it has been properly deposited in the United States mail;

6.2.2.8 A statement of the Electric Supplier's termination rights, which shall explain the specific conditions under which the Electric Supplier may terminate service. At a minimum, the Electric Supplier shall provide the Residential or Small Commercial Customer with at least 30 days' Written Notice of termination of the Contract and

procedures to maintain ongoing service;

6.2.2.9 The Electric Supplier's local or toll-free telephone number to obtain information and handle complaints; mailing address and website address; the Commission's address, website address, Delaware toll-free telephone number; and the DPA's address, website address, and telephone number.

6.2.2.10 A statement informing the Residential or Small Commercial Customer that, because of relocation outside of their current EDC's service territory, they he/she may terminate his/her Contract with no termination fee;

6.2.2.11 A statement that the Electric Supplier may terminate the Contract prior to the stated term of the Contract, including:

6.2.2.11.1 The circumstances under which early cancellation by the Electric Supplier may occur;

6.2.2.11.2 The manner in which the Electric Supplier shall notify the Residential or Small Commercial Customer of the early cancellation of the Contract;

6.2.2.11.3 The duration of the notice period before early cancellation by the Electric Supplier; and

6.2.2.11.4 The remedies available to the Residential or Small Commercial Customer if early cancellation occurs;

6.2.2.12 A statement that the Residential or Small Commercial Customer may terminate the Contract prior to the stated term of the Contract, including:

6.2.2.12.1 The manner in which the Residential or Small Commercial Customer shall notify the Electric Supplier of the early cancellation of the Contract;

6.2.2.12.2 The duration of the notice period before early cancellation;

6.2.2.12.3 The remedies available to the Electric Supplier if early cancellation occurs; and

6.2.2.12.4 The amount of any early cancellation fee, except that an Electric Supplier shall not charge an early cancellation for the commodity portion of a Variable Price Contract;

6.2.2.13 A statement describing Contract renewal procedures, if any, including the timing of the notices that the Residential or Small Commercial Customer will receive prior to the renewal date;

6.2.2.14 A dispute procedure, including that the Electric Supplier must adhere to the provision in 26 *Del Admin. C.* §3002-3.2.2 regarding good faith disputes; and

6.2.2.15 All disclosures required by applicable laws and regulations that govern marketing, consumer protection, and door-to-door sales, including the Delaware Home Solicitation Sales Act, 6 *Del. C.* §4401 *et seq.*

6.3 Contract Summary Requirements.

6.3.1 At the time of completion of the contracting process, an Electric Supplier shall provide Residential and Small Commercial Customers with a copy of the executed Contract and completed Contract Summary.

6.3.2 If the Contract is completed through a telephone solicitation, the Electric Supplier shall send the Contract Summary with the Contract to the Residential or Small Commercial Customer.

6.3.3 If the Contract is completed through the internet, the Contract Summary shall be:

6.3.3.1 Made available for download by the Residential or Small Commercial Customer at the time of contracting; and

6.3.3.2 Transmitted to the Residential or Small Commercial Customer by the Electric Supplier by mail or by email if the customer consents to receipt of email disclosures.

6.3.4 If the Contract is completed in person, the Contract and the Contract Summary shall be reviewed with and provided to the Residential or Small Commercial Customer by the Electric Supplier in hard copy or electronically, and the executed Contract and Contract Summary provided to the Residential or Small Commercial Customer at the time of contracting in hard copy or electronically if the customer consents to electronic disclosures.

6.3.5 An Electric Supplier offering a Variable Price Contract to Residential or Small Commercial Customers shall include in its Contract Summary:

6.3.5.1 The disclosures required by subsection 6.2.2.3.2.2;

6.3.5.2. A toll free telephone number or website link where the Residential or Small Commercial Customer may access historical pricing information as described in subsection 6.2.2.3.2.3, along with the disclaimer in subsection 6.2.2.3.2.4; and

6.3.5.3 The disclosures required by subsection 7.1.3.

7.0 Notice of Change in Variable Price.

7.1. When a Residential or Small Commercial Customer's Variable Price changes, an Electric Supplier shall make available to the Residential or Small Commercial Customers the Variable Price for the next billing period:

7.1.1 The Variable Price shall be made available at least 12 days prior to close of the customer's billing period;

7.1.2 The Variable Price shall be made available in a clear, easy to access format prescribed by the Electric Supplier;

7.1.3 The Electric Supplier shall promptly provide the Residential or Small Commercial Customer written directions on how to access the Variable Price:

7.1.3.1 At the time of contracting;

7.1.3.2 In the Contract Summary;

7.1.3.3 When sending any notice as required in these Regulations;

7.1.3.4 Upon request; or

7.1.3.5 If the Electric Supplier changes the directions for accessing the Variable Price.

7.2 For the purposes of the disclosure mandated in subsection 7.1, an Electric Supplier may provide an estimated Variable Price for the Residential or Small Commercial Customer's next billing period, provided the estimated Variable Price is made available at least twelve (12) days prior to the close of the customer's billing period. If the Electric Supplier provides an estimated Variable Price, the Electric Supplier shall not use a rate for billing purposes that is higher than the estimate.

8.0 Contract Renewal for Residential and Small Commercial Customers.

8.1 An Electric Supplier shall provide Residential and Small Commercial Customers with Written Notice of the pending renewal of a Contract forty-five (45) days before the end of the Contract Term is scheduled to occur.

8.2 The Written Notice required under subsection 8.1 shall:

8.2.1 Inform the Residential or Small Commercial Customer that the failure to respond to the Written Notice will result in the automatic renewal of the Contract;

8.2.2 Inform the Residential or Small Commercial Customer of any changes in the material terms and conditions of the expiring Contract upon renewal, and include a copy of the Contract and Contract Summary;

8.2.3 Inform the Residential or Small Commercial Customer how to terminate the Contract without penalty;

8.2.4 Inform the Residential or Small Commercial Customer that terminating the Contract without selecting another Electric Supplier will return the Residential or Small Commercial Customer to SOS; and

8.2.5 For a Fixed Price Contract that renews to a Variable Price Contract, the Electric Supplier's Written Notice to Residential or Small Commercial Customers must:

8.2.5.1 Inform the Residential or Small Commercial Customer how to access the Variable Price for the next billing cycle in accordance with Section 7.0;

8.2.5.2 Explain the basis(es) on which the Variable Price will vary and any limits on Price variability;

8.2.5.2.1 If there is a limit on Price variability, such as a specific Price cap, a maximum percentage increase in Variable Price between billing cycles or minimum/maximum charges per kilowatt-hour for electricity during the term of the Contract, the Electric Supplier shall clearly explain applicable limits.

8.2.5.2.2 If there is not a limit on Price variability, the Electric Supplier shall clearly and conspicuously state that there is not a limit on how much the Variable Price may change from one billing cycle to the next.

8.2.6 If the Supplier proposes to renew a Fixed Price Contract with a Variable Price Contract and the change to the Variable Price will be equal to or exceed 30 percent of the Residential or Small Commercial Customer's Fixed Price, the Electric Supplier shall provide Written Notice of the new Variable Price to the customer at least 12 days prior to the close of the customer's billing period.

8.2.7 An Electric Supplier shall maintain records that the Written Notices provided under this Section 8.0 were provided to its Residential or Small Commercial Customers.

9.0 Notice of Change in Fixed Price or Material Terms; Expiration; and Cancellation.

9.1 Changes in Fixed Price or Material Terms. An Electric Supplier shall provide Written Notice to its Residential or Small Commercial Customers of any change in the Fixed Price or other material terms of service. The Written Notice must precede the effective date of the proposed changes by at least thirty (30) days and no more than sixty (60) days. Customers shall have at least thirty (30) days to respond to the Electric Supplier's Written Notice before the changes become effective.

9.2 Expiration or Cancellation of Contracts That Will Not Be Renewed. An Electric Supplier shall provide Written Notice to its Residential or Small Commercial Customer(s) at least thirty (30) days before expiration or cancellation of a Contract that will not be renewed. The Written Notice shall include:

9.2.1 Final bill payment instructions;

9.2.2 A statement informing the Residential or Small Commercial Customer that, unless the customer selects a new service provider, cancellation of the Contract shall return the customer to SOS; and

9.2.3 The toll free telephone number and the website address of the Commission.

10.0 Customer Protection.

10.1 General Customer Protections. No Electric Supplier or Broker shall engage in fraudulent or improper activities, nor shall it disseminate any Customer information obtained pursuant to subsection 3.1. Electric Suppliers or Brokers found to have violated these provisions may be subject to certificate revocation and/or penalties as described in subsection 2.1.3 and 26 *Del. C.* §1019.

10.2 Electric Suppliers and Agents shall not:

10.2.1 Engage in false, misleading, or deceptive conduct or make false, misleading or deceptive statements or representations in any dealings with Customers;

10.2.2 Say or suggest to a prospective Customer that the prospective Customer is

required to choose an Electric Supplier;

10.2.3 Say or suggest to a prospective Customer that the prospective Customer's service will suffer degradation or risk if the prospective Customer does not choose an Electric Supplier; or

10.2.4 Suggest a relationship that does not exist with the Customer's SOSS, EDC, government agency or another Electric Supplier.

10.3 Electric Suppliers and Brokers are responsible for any false, fraudulent, deceptive or unlawful marketing or billing acts performed by their Agents in the conduct of marketing or sales activities on behalf of the Electric Supplier or Broker.

10.4. Agent Training.

10.4.1 An Electric Supplier shall ensure the training of its Agents on the following subjects:

10.4.1.1 State and Federal laws and regulations that govern marketing, Telemarketing, consumer protection and door-to-door sales, including consumer protection regulations required by Delaware law and regulations;

10.4.1.2 Responsible and ethical sales practices as described in this regulation;

10.4.1.3 The Electric Supplier's products and services;

10.4.1.4 The Electric Supplier's Prices, Price structures and payment options;

10.4.1.5 The Customer's right to rescind and cancel Contracts;

10.4.1.6 The applicability of an early termination fee for Contract cancellation when the Electric Supplier has one;

10.4.1.7 The necessity of correctly and fully explaining the Contract, Contract Summary, relying on approved sales script and knowledge of the contents of the script if one is used;

10.4.1.8 The proper completion of transaction documents;

10.4.1.9 The Electric Supplier's Contract and Contract Summary;

10.4.1.10 Information about how Customers may contact the Electric Supplier to obtain information about billing, disputes and complaints; and

10.4.1.11 The confidentiality and protection of Customer information.

10.4.2 An Electric Supplier shall document the training of an Agent and maintain a record of the training for 3 years from the date the training was completed.

10.4.3 An Electric Supplier shall make training materials and training records available to the Commission and/or the DPA upon request.

10.4.4 When an Electric Supplier contracts with an independent contractor or vendor to perform marketing or sales activities on the Electric Supplier's behalf, the Electric Supplier shall confirm that the contractor or vendor has provided Electric Supplier-approved training to Agents in accordance with this section.

10.4.5 The Electric Supplier shall routinely monitor Telemarketing calls and Door-to-Door sales calls to:

10.4.5.1 Evaluate the Electric Supplier's training program; and

10.4.5.2 Ensure that Agents are providing accurate and complete information, complying with applicable rules and regulations and providing courteous service to Customers.

10.4.5.3 The Supplier shall maintain records of such monitoring activities, results, and actions taken in response to the results of the monitoring activities and make such records available to the Commission and/or the DPA upon request.

10.5 Slamming. An Electric Supplier shall not engage in Slamming. If a Customer believes that their Electric Supply Service has been switched without authorization, the Customer may request that the Electric Supplier provide evidence of the authorization and verification. The Electric Supplier must provide this to the Customer within five (5) Business Days if feasible, but no longer than fifteen (15) Business Days of the request. If the Customer is not satisfied with this response, the Customer may file a complaint with the Commission pursuant to 26 *Del. Admin. C. §1001 et seq.*

10.6 Cramming. An Electric Supplier shall not engage in Cramming. If the Commission determines that an Electric Supplier may have engaged in Cramming, the Electric Supplier may be subject to investigation and, after a hearing, the Commission may impose penalties or require the Electric Supplier to void and/or refund all of the charges in question.

10.7 Complaint Procedures to be followed by the Customer (or a Broker acting on behalf of a Customer).

10.7.1 A Customer (or a Broker acting on behalf of a Customer) should first notify the Electric Supplier of its complaint.

10.7.2 If the Customer (or a Broker acting on behalf of a Customer) and Electric Supplier are ~~not able to~~ come to a resolution, the Customer or Broker may contact the DPA with its complaint. If the DPA is unable to effect a satisfactory resolution, the Customer or Broker may file a formal complaint with the Commission as described in 26 *Del. Admin. C. §1001-2.2.1* "Rules of Practice and Procedure of the Delaware Public Service Commission."

10.7.3 A Broker acting on behalf of a Customer must provide written proof to the Commission and the DPA, with a copy to the Electric Supplier, that it is authorized to act on the Customer's behalf in order to file and maintain a complaint.

10.8 Complaint Procedures to be Followed by the Electric Supplier.

10.8.1 The Electric Supplier shall use good faith efforts to respond to and resolve

complaints.

10.8.2 An Electric Supplier shall investigate customer inquiries, disputes and complaints concerning marketing or sales practices. The Electric Supplier shall cooperate with the Commission and other government agencies that are investigating complaints about marketing or sales practices prohibited by State and Federal laws and with local law enforcement officials that are investigating complaints about violations of local municipal law.

10.8.3 An Electric Supplier shall implement an internal process for responding to and resolving customer inquiries, disputes and complaints. The process shall document as a record the customer inquiry, dispute or complaint, subsequent communications between the supplier and the customer, and the resolution of the inquiry, dispute or complaint. An Electric Supplier shall retain the record for three years in a system capable of retrieving that record by customer name and account number or by other effective means to obtain access to the information.

10.8.4 If the Customer and Electric Supplier are not able to come to a resolution, the Electric Supplier will inform the Customer that it may contact the DPA.

10.8.5 In any complaint proceeding before the DPA or the Commission, the burden of proof shall be on the Marketer or Broker to establish, if applicable, that its Agents were adequately trained and that the Customer was enrolled in accordance with these Regulations.

10.9 Return of Customer Deposits. If a Customer has an outstanding or unpaid balance due, an Electric Supplier may apply the Deposit against such unpaid balance. Any remaining deposit amount shall be returned to the Customer.

10.10 Assignment of Contracts.

10.10.1 At least thirty (30) days prior to the effective date of any assignment or transfer of an Electric Supplier Contract from one Electric Supplier to another, the Electric Suppliers shall jointly provide Written Notice to the Customers of the Electric Supplier, the Commission, the EDC, and the DPA the assignment or transfer.

10.10.1.1 Notice to Customer. The Electric Suppliers shall jointly send a letter to the Customers informing them of the assignment or transfer. The letter shall include:

10.10.1.1.1 A description of the transaction in clear and concise language including the effective date of the assignment or transfer;

10.10.1.1.2 Customer service contact information for the assignee;
and

10.10.1.1.3 A statement that the terms and conditions of the Customer's Contract at the time of assignment shall remain the same for the remainder of the Contract term.

10.10.1.2 The Electric Suppliers shall file a notice with the Commission, the DPA, and the EDC, of the assignment or transfer of the Customer Contracts and include a copy of the letter sent to Customers.

10.10.2 Upon request by the Commission, the assignee shall be responsible for providing

documents and records related to the assigned Contracts. Records shall be maintained for a period of three (3) years or until the Contracts are expired, whichever is longer.

10.10.3 An assignment or transfer of an Electric Supplier Contract from one Electric Supplier to another is not an enrollment or drop.

10.11 Record Retention. All Electric Suppliers shall retain a copy of the Customer's Contract, Contract Summary, billing and payment history, and verification of enrollment for a period of three years after enrollment or termination of the Contract, whichever is later.

11.0 Enrollment, Marketing, and Advertising.

11.1 An Electric Supplier shall comply with all federal, State and local laws applicable to the advertising or marketing of Electric Supply Service, and it shall be a violation of these Regulations to fail to comply with such laws.

11.2 No Electric Supplier shall make misrepresentations or use deceptive practices relating to its own services or the services provided by the Customer's EDC in its solicitations, advertising or marketing materials. These materials include radio or television advertisements, mail, e-mail, website claims, social media, telephone, and person-to-person contacts.

11.3 An Electric Supplier's solicitation, advertising and marketing materials must include the name, toll-free telephone number, and address of the Electric Supplier.

11.4 If an Electric Supplier makes changes to its Contract for Electric Supply Service to Residential or Small Commercial Customers that substantively modifies the terms and conditions of service, including changes to the Electric Supplier's name and changes in product offerings, then the Electric Supplier shall provide copies of the modified Contract and Contract Summary to Staff and DPA at least three (3) Business Days before offering the revised terms and conditions in Delaware. For purposes of this requirement, a change to the Contract Price shall not be considered a change in a term or condition of service.

11.5. Marketing/Sales Activities.

11.5.1 Marketing materials that offer terms of service for acceptance by Residential and Small Commercial Customers shall include Prices, as follows:

11.5.1.1 If using a Fixed Price, the Electric Supplier shall factor in the Fixed Price and any other monthly fees and charges charged to the Residential or Small Commercial Customer, and show in a table the Price per kWh for an average Residential or ~~Small Commercial~~ Customers using 500, 1,000 or 2,000 kWh of electricity;

11.5.1.2 If using a Variable Price, the Electric Supplier shall factor in the Variable Price and any other monthly fees and charges charged to the Residential or Small Commercial Customer, and show in a table the Price per kWh for an average Residential or Small Commercial Customer using 500, 1,000 and 2,000 kWh of electricity; and

11.5.1.3 The Electric Supplier shall note the effective date of the Prices shown in the table provided under subsections 11.5.1.1 and 11.5.1.2.

11.5.2 Advertising materials targeted for Residential or Small Commercial Customers

shall be made available upon request of the Commission or DPA in the event of a formal or informal complaint or investigation.

11.6 Enrollment Authorization. An Electric Supplier must obtain authorization from the Customer before switching a Customer's provider of Electric Supply Service.

11.6.1 There are three (3) principal ways in which an Electric Supplier may obtain a Residential or Small Commercial Customer's authorization to enter into a Contract for Electric Supply Service:

11.6.1.1 Recorded verbal consent via the telephone;

11.6.1.2 Electronic contract; or

11.6.1.3 Written contract.

11.6.2 If an Electric Supplier offers a Customer a check, prize, or other incentive which requires a signature, that signature cannot be used as the Contract signature.

11.7. Telephone Solicitations and Enrollments.

11.7.1 When a Residential or Small Commercial Customer enrolls with an Electric Supplier during a Telemarketing call, the Electric Supplier shall record the entire telephone call between the Residential or Small Commercial Customer and the Electric Supplier or its Agent, and also record a TPV.

11.7.2 The Electric Supplier shall maintain a copy of the recorded sales call and TPV, if applicable, for the duration of the Residential or Small Commercial Customer's Contract.

11.7.3 During the sales portion of a Telemarketing call, the Electric Supplier or its Agent shall:

11.7.3.1 Begin the conversation by stating the following:

11.7.3.1.1 His or her name and, upon request, his or her Agent identification number;

11.7.3.1.2 The name of the Electric Supplier that the Agent is representing;

11.7.3.1.3 The purpose of the telephone call is to sell Electric Supply Service; and

11.7.3.1.4 That he or she is not working for and is independent of the Residential or Small Commercial Customer's Electric Distribution Company or another Electric Supplier.

11.7.3.2 Disclose all material Contract terms and conditions; including:

11.7.3.2.1 If a Variable Price, the information in subsection 6.2.2.3.2.2 and the first month's Variable Price;

11.7.3.2.2 The duration of any Introductory Price and a description of the Price after the Introductory Price ends;

11.7.3.2.3 How the Residential or Small Commercial Customer may access future Price information;

11.7.3.2.4 The Residential or Small Commercial Customer's right to rescind the Contract within three (3) Business Days from receipt of the Contract; and

11.7.3.2.5 The amount of any early cancellation fees and/or any other charges;

11.7.3.3 Explain that the Residential or Small Commercial Customer must be the account holder or authorized to make the switch;

11.7.3.4 Ensure that the Residential or Small Commercial Customer understands that he or she is voluntarily choosing to switch Electric Suppliers;

11.7.3.5 State that that the Contract will be provided to the Residential or Small Commercial Customer by U.S. mail, or by email with the Residential or Small Commercial Customer's consent, within three (3) Business Days of the contracting conversation, and that the Residential or Small Customer will not be switched from the current Electric Supplier or SOSS until the Rescission Period has expired;

11.7.3.6 Explain the Electric Supplier's TPV process, if applicable; and

11.7.3.7 Provide the toll-free number of the Electric Supplier.

11.7.4 No Electric Supplier shall request a potential Residential or Small Commercial Customer's Electric Supplier or EDC account number until the Electric Supplier has provided to the potential Residential or Small Commercial Customer the information required in subsections 11.7.3.1.1, through 11.7.3.1.4.

11.7.5 The Electric Supplier shall immediately halt any Telemarketing call upon the request of the prospective Residential or Small Commercial Customer.

11.7.6 Pursuant to 26 *Del. C.* §1012 (b) and as further defined in Section 1.0, no Electric Supplier shall solicit Residential or Small Commercial Customers by means of Telemarketing where such Telemarketing is prohibited by applicable laws and regulations. An Electric Supplier soliciting customers by telephone shall comply with all applicable Delaware and federal laws, including the Telephone Consumer Protection Act of 1991 (15 U.S.C. §§6151 *et seq.*) and the Telemarketing Consumer Fraud and Abuse Prevention Act of 1994 (15 U.S.C. §§6101 *et seq.*).

11.8 Door-to-Door Solicitations and Enrollments.

11.8.1 For Door-to-Door Contracts, the Electric Supplier must obtain:

11.8.1.1 Written or Electronic authorization; and

11.8.1.2 A completed TPV or other process established by the Electric Supplier to verify the transaction. A process other than a TPV shall;

11.8.1.2.1 Be separate from the sales transaction process and initiated only after the sales transaction has been finalized; and

11.8.1.2.2 Be initiated only after the Agent has physically exited the Residential or Small Commercial Customer's premises;

11.8.2 Door-to-Door Sales at a residential dwelling shall be conducted by an Electric Supplier's Agent between the hours of 9 a.m. to 8 p.m. EST. When a local ordinance has stricter limitations, an Electric Supplier shall comply with the local ordinance.

11.8.3 When conducting Door-to-Door Sales or appearing at a Public Event, an Agent may not wear apparel or accessories or carry equipment that contains branding elements, including a logo, that suggests a relationship that does not exist with an SOSS, EDC, government agency, or another Electric Supplier.

11.8.4 An Electric Supplier or its marketing Agent engaging in Door-to-Door Sales or appearing at Public Events shall:

11.8.4.1 Display a photo identification badge that contains the following information:

11.8.4.1.1 The Agent's full legal name;

11.8.4.1.2 The Electric Supplier's business name, business address, and toll-free telephone number; and

11.8.4.1.3 The order number of the proceeding in which the Commission granted the Electric Supplier's ESC.

11.8.5 If a Door-to-Door Sale, the Agent shall promptly:

11.8.5.1 Identify the Electric Supplier he/she is representing;

11.8.5.2 State that the individual and the Electric Supplier do not represent the Customer's EDC or any governmental agency;

11.8.5.3 State that the purpose of the visit is to sell Electric Supply Service.

11.8.5.4 Prominently display an identification badge; and

11.8.5.5 Offer a business card or other material that lists:

11.8.5.5.1 The Electric Supplier's name and contact information, including telephone number;

11.8.5.5.2 The docket number of the proceeding in which the Commission granted the Electric Supplier's ESC; and

11.8.5.5.3 The Agent's name and any other identification numbers provided to the sales Agent by the Electric Supplier or Agent.

11.8.6 An Agent performing a Door-to-Door Sale may not request a potential Residential or Small Commercial Customer's (1) Electric Supplier or EDC account number or (2) electric bill until he or she has provided the information required in subsections 11.8.5.1 through 11.8.5.5.

11.8.7 In connection with any Door-to-Door Sale, it is a violation of these Regulations for any Electric Supplier or Agent to:

11.8.7.1 Fail to leave the Residential or Small Commercial Customer's premises upon request in a prompt and courteous manner;

11.8.7.2. Leave the Residential or Small Commercial Customer's premises after completing a sale without furnishing the Residential or Small Commercial Customer with a completed Contract signed by the Residential or Small Commercial Customer that includes all required disclosures and a Contract Summary. The completed Contract and Contract Summary may be provided electronically if the Residential or Small Commercial Customer consents to electronic receipt;

11.8.7.3 Fail to inform each Residential or Small Commercial Customer orally, at the time the Residential or Small Commercial Customer signs the Contract, of the right to rescind without penalty or fee within three (3) Business Days from the date of the transaction;

11.8.7.4 Misrepresent in any manner the Residential or Small Commercial Customer's right to rescind without penalty or fee within ~~three~~seven (3~~7~~) Business Days from the date of the transaction; and

11.8.7.5 Fail or refuse to honor a valid notice of cancellation received during the Rescission Period within ~~three~~seven (3~~7~~) Business Days after the receipt of such notice from the Residential or Small Commercial Customer.

11.8.8 Background Checks for Door-to-Door Agents. An Electric Supplier shall not permit an Agent to conduct Door-to-Door Sales to Residential or Small Commercial Customers until it has completed a criminal background investigation on the Agent. The criminal background investigation shall include:

11.8.8.1 The Electric Supplier, or the independent contractor or vendor it utilizes, obtaining and reviewing the criminal history results from the following searches:

11.8.8.1.1 Delaware state and county courts;

11.8.8.1.2 A nationwide federal criminal court search, such as the Federal Public Access to Court Electronic Records (PACER) System;

11.8.8.1.3 The U.S. Department of Justice National Sex Offender Public Registry; and

11.8.8.1.4 Every other state in which the Agent resided during the last twelve (12) months.

11.8.8.2 For a current Agent who conducts Door-to-Door Sales, an Electric Supplier must obtain a criminal history record for such individual not later than

ninety (90) days after the effective date of these Regulations.

11.8.9 Notification Regarding Door-to-Door Sales Activities.

11.8.9.1 When an Electric Supplier engages in Door-to-Door Sales, the Electric Supplier shall notify Staff and DPA no later than the morning of the day that the activity begins. The notification shall include general, nonproprietary information about the activity, the period involved and a general description of the geographical area.

11.8.9.2 An Electric Supplier shall provide the EDC with general, nonproprietary information about the Door-to-Door activity that caused the Electric Supplier to provide notice to Staff and DPA. The Electric Supplier shall provide this general information to the EDC no later than the morning of the day that the sales and marketing activities begin. The EDC shall use this information only for acquainting its customer service representatives with sales and marketing activity occurring in its service territory so that they may address customer inquiries knowledgeably. An EDC may not use the information for other purposes.

11.9 Internet Enrollments.

11.9.1 For electronic contracting on the internet, the Electric Supplier's website must be configured to prompt the Residential or Small Commercial Customer to review and agree to the Contract and Contract Summary before the Contract is final, and to print or save the Contract and Contract Summary.

12.0 Reports to be Provided to the Commission and DPA.

12.1 Electric Suppliers shall provide such information concerning their State operations to the Commission and the DPA as the Commission may from time to time request, including any reporting requirements contained herein.

12.2 Required 10-Day Notifications. Electric Suppliers shall notify the Commission and the DPA within ten (10) Business Days of any of the following actions:

12.2.1 Revocation of authority to sell electricity or to broker the sale of electricity in any jurisdiction;

12.2.2 Revocation of an Affiliated Interest's authority to sell electricity or to broker the sale of electricity in any jurisdiction;

12.2.3 A change in the principal officers responsible for Delaware operations previously provided pursuant to these Regulations; or

12.2.4 A change in ownership of any Person having 10% ownership of the Electric Supplier or the ability to control more than 10% of the Electric Supplier's voting securities.

12.3 Required 30-Day Notifications and Annual Reports. An Electric Supplier shall provide the following information to the Commission and the DPA within thirty (30) calendar days of occurrence and annually by April 30th of each year:

12.3.1 Any changes in the Electric Supplier's name or tax identification number or employer identification number previously provided pursuant to these Regulations;

12.3.2 Any changes in the Electric Supplier's business address previously provided pursuant to these Regulations;

12.3.3 Any changes to the regulatory contact and/or Customer complaint person previously identified pursuant to these Regulations;

12.3.4 The identify of any state in which the Electric Supplier has had its authority to sell electricity to or broker the sale of electricity to Customers revoked, modified or suspended since the filing of the last annual report;

12.3.5 Any changes to the organizational structure previously provided pursuant to these Regulations;

12.3.6 A statement detailing any criminal activities, except for misdemeanors or lesser, of which the Electric Supplier or any of its Affiliated Interests has been convicted, or which the principal or corporate officers have been convicted, since the filing of the last annual report;

12.3.7 A copy of any stipulation, order, or decree concerning a formal, docketed complaint or investigation of the Electric Supplier's marketing and sales activities in other jurisdictions;

12.3.8 A list of any states in which any formal complaint investigations have been initiated since the filing of the last annual report; and

12.3.9 A list of any states in which disciplinary actions have been taken since the filing of the last annual report.

12.4 Fees and Assessments. Electric Suppliers must pay applicable fees and assessments under 26 *Del. C.* §1012(c)(2). Electric Suppliers must also file any applicable reports required under 26 *Del. C.* §115(e). All Electric Suppliers, except Brokers, must also pay the Public Utilities Tax pursuant to 30 *Del. C.* §5501 *et seq.*

13.0 Green Power Products.

13.1 For the purposes of this Section, a Green Power Product is defined as an Electric Supply Service which is marketed or otherwise advertised as having a generation resource mix consisting of Eligible Energy Resources above the current minimum cumulative percentage of electrical energy sales from Eligible Energy Resources, as found in Schedule 1 of 26 *Del. C.* § 354(a). The Electric Supplier shall identify the percentage of renewable resources in the Contract and disclose to Customers the current minimum cumulative ~~percentage~~ of electrical energy sales from Eligible Energy Resources.

13.2 Electric Suppliers offering a Green Power Product shall register with either: (a) the PJM-EIS GATS, (b) its successor, or (c) other applicable regional renewable energy certificate tracking systems, or (d) Green-e Energy. Electric Suppliers shall keep their account(s) in good standing and shall be subject to the applicable rules of PJM-EIS GATS or other applicable regional renewable energy certificate tracking systems, or Green-e Energy, and shall pay applicable fees.

13.3 Electric Suppliers offering a Green Power Product shall retire RECs and/or SRECs equal to the marketed or otherwise advertised generation resource mix with PJM-EIS GATS or other applicable regional renewable energy certificate tracking systems or Green-e Energy.

13.4 Within 120 days of the end of each Compliance Year, as defined in 26 Del. C. § 352(3), each Electric Supplier that offers a Green Power Product shall file a report detailing its compliance with its marketed or otherwise advertised generation resource mix, including, but not limited to, evidence of the specified number of SRECs and/or RECS retired in PJM-EIS's GATS or other applicable regional renewable energy certificate tracking systems, or Green-e Energy.

13.5 Any unused Delaware SRECs or RECs retired for compliance with this Regulation may be dated no earlier than three (3) years prior to the beginning of the current compliance year. This 3-year period is tolled during any period that the SREC or REC is held by the Delaware Sustainable Energy Utility as defined in 29 Del. C. § 8059.

13.6 When requested by a Customer or providing information regarding Green Power Products through marketing and advertising material(s) or solicitation(s), an Electric Supplier must label its fuel resource mix in a manner that accurately describes its electric generating resources.

13.7 An Electric Supplier shall not market, advertise, or solicit to Customers on the basis that its product is environmentally beneficial unless it exceeds current minimum cumulative percentage of electrical energy sales from Eligible Energy Resources, as found in Schedule 1 of 26 Del. C. § 354(a).

13.8 Electric Suppliers offering Green Power Products shall meet the disclosure of the fuel resource mix requirements stated in Section 13.0 of these Regulations.

14.0 Disclosure of Fuel Resource Mix.

14.1 Each Electric Supplier, except Brokers, shall file a report with the Commission disclosing the aggregate proportions of fuel resource mix for the electricity supplied to its Customers in Delaware for each quarter during the year. Such reports shall be filed not later than sixty (60) calendar days following the end of each quarter. The reports shall include, but are not limited to:

14.1.1 The total number of Customers by each Customer class served during that quarter;

14.1.2 The total amount of electricity (kWh or MWh) supplied to each Customer class; and

14.1.3 The fuel resource mix by percentage for each resource.

14.2 Each Electric Supplier and SOSS shall also disclose the information under subsection 14.1.3 to its Customers annually via bill inserts or a bill message with website link to the Supplier's or SOSS's fuel resource mix and each of the other three quarters by providing information on the Customer's bill for ~~that quarter~~ directing the Customer to obtain the information on the Electric Supplier's website or by a telephone request. Each Electric Supplier must maintain and update the information in subsection 14.1.3 as required by 26 Del. C. § 1012. Information reported under subsection 14.1.3 may be utilized in any consumer education program developed in accordance with 26 Del. C. § 1014 (c).

15.0 Net Metering

15.1 General Provisions

Net Metering can occur in three circumstances as follows:

Condition 1 - Individual Customer/Single Account/Single Premise where all Net Metering activity occurs at a single customer premise for a single customer account;

Condition 2 - Individual Customer/Multiple Accounts/Single or Multiple Premises where a single customer can aggregate Net Metering for crediting to multiple accounts and/or premises; and

Condition 3 - Host Customer/Multiple Subscribers/Multiple Premises where a Community Energy Facility, either behind the meter of a Subscriber or as a stand-alone facility, provides Net Metering for multiple Subscribers and multiple premises.

Each Electric Supplier providing Electric Supply Service shall offer Customers the option of Net Metering if a Customer generates electricity at the Customer's premises, subject to all of the following requirements:

15.1.1 The Customer owns and operates; leases and operates; or contracts with a third party who owns and operates the electric generation facility with a capacity that:

15.1.1.1 Will not exceed 25 kW per DP&L meter for residential Customers;

15.1.1.2 Will not exceed 2 MW per DP&L meter for non-residential Customers;

15.1.1.3 Will not exceed 100 kW per DP&L meter for farm customers, as those customers are described in 3 *Del. C.* §902(3); provided, however, that the Delaware Energy Office may grant exceptions to this limitation in accordance with 26 *Del. C.* §1014(d)(1)b;

15.1.1.4 For Conditions 2 or 3, the sum of electric generation capacity will not exceed the applicable limits ~~per meter specified~~ in subsections 15.1.1.1 through 15.1.1.3 above;

15.1.1.5 Uses as its primary source of fuel: solar, wind, hydro, a fuel cell or gas from the anaerobic digestion of organic material;

15.1.1.6 Is interconnected and operated in parallel with an Electric Supplier's transmission and distribution facilities; and

15.1.1.7 Is designed to produce no more than 110% of the Host Customer's expected aggregate electrical consumption, calculated on the average of the two previous 12 month periods of actual electrical usage at the time of installation of energy generating equipment and subject to the capacity limits specified in subsections 15.1.1.1 through 15.1.1.3 of these Regulations. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment and subject to the capacity limits specified in subsections ~~15.1.1.1 through~~ 15.1.1.3 of these Regulations.

15.2 Net metering shall be accomplished through a single meter at the Electric Supplier's expense, that runs forward and backward in order to measure net energy flow during a billing period.

15.2.1 An additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of the Customer, at the expense of the Electric Supplier, and the additional metering shall be used only to provide the information necessary to accurately bill or credit the Customer pursuant to subsections 15.3 and 15.4 of these Regulations, or to collect system performance information on the eligible technology for research purposes.

15.2.2 Where a larger capacity meter is required to serve the Customer, or a larger capacity meter is requested by the Customer, the Customer shall pay the Electric Supplier the difference between the larger capacity meter investment and the metering investment normally provided under the Customer's service classification. If an additional meter or meters are installed, the net energy metering calculation shall yield a result identical to that of a single meter.

15.2.3 If the existing electrical meter of a Customer is incapable of measuring the flow of electricity in two directions through no fault of the customer, the Electric Supplier shall be responsible for all expenses involved in purchasing and installing such a meter.

15.2.4 For Condition 3 where a stand-alone Community Energy Facility is installed, the Electric Supplier shall install the metering necessary to provide the data to accomplish the necessary billing and shall be responsible for all expenses involved in purchasing and installing such a meter. The Electric Supplier shall assess the stand-alone Community Energy Facility a customer charge equivalent to the load and energy output characteristics of the generating facility which would be equivalent to the load and energy characteristics of a similarly situated Retail Electric Customer in its Commission-approved tariff, i.e., an equivalent retail tariff.

15.2.5 The equivalent retail tariff shall also be used to assess the stand-alone Community Energy Facility non-volumetric charges to recover the otherwise applicable supply, transmission, and distribution delivery costs. Subscribers to the stand-alone Community Energy Facility remain subject to only their otherwise applicable Commission-approved tariff.

15.3 For Net Metering Condition 1 and Condition 2 if, during any billing period, a Customer-Generator Facility produces more energy than that consumed by the Customer, or aggregate total kWh of the Customer, the Electric Supplier will credit the Customer in kWh's, valued at an amount per kWh equal to the sum of volumetric energy (kWh) components of the delivery service charges and supply service charges for residential Customers and the sum of the volumetric energy (kWh) components of the delivery service charges and supply service charges for non-residential Customers for any excess energy production of their generating facility that exceeds the Customer's on-site, or aggregate total, consumption of kWh in a billing period. During any billing period prior to the end of the Annualized Billing Period, the crediting of excess energy kWh will result in the reduction of cost paid by the Customer for the equivalent volumetric energy kWh of delivery service charges, if applicable, and supply service charges.

15.3.1 Excess kWh credits shall be credited to subsequent billing periods to offset a Customer's consumption in those billing periods until all credits are used. During any subsequent billing period prior to the end of the Annualized Billing Period, the crediting of excess energy kWh will result in the reduction of cost paid by the Customer for the equivalent volumetric energy kWh of delivery service charges, if applicable, and supply service charges.

15.3.2 At the end of the Annualized Billing Period, a Customer may request a payment from the Electric Supplier for any excess kWh credits. The payment for residential customer accounts shall be calculated by multiplying the excess kWh credits by the Customer's Supply Service Charges based on a weighted average of the first block of the summer (June through September) and winter Supply Service Charges (October through May) in effect at the end of the Customer's Annualized Billing Period and the preceding 11 billing periods, excluding non-volumetric charges, such as the transmission capacity charge and/or demand charges. The payment for non-residential customer accounts shall be calculated by multiplying the excess kWh credits by the Customer's Supply Service Charges that would otherwise be applicable at the end of the Customer's Annualized Billing Period. If such payment would be less than \$25.00, the Electric Supplier may credit the Customer's account through monthly billing.

15.3.3 Any excess kWh credits shall not reduce any fixed monthly Customer charges imposed by the Electric Supplier.

15.3.4 The Customer shall retain ownership of all RECs associated with electric energy produced from all eligible energy resources of the Customer-Generator Facility and consumed by the Customer unless the customer has relinquished such ownership by contractual agreement with a third party.

15.3.5 Electric Suppliers shall provide net-metered Customers electric service at non-discriminatory rates that are identical, with respect to rate structure and monthly charges, to the rates that a Customer who is not Net-Metering would be charged. Electric Suppliers shall not charge a Net-Metering Customer any stand-by fees or similar charges.

15.3.6 If a Net Metering Customer terminates its service with the Electric Distribution Company or changes Electric Supplier, the Electric Supplier terminating service shall treat the end of service period as if it were the end of the Annualized Billing Period for any excess kWh credits.

15.3.7 If the total generating capacity of all Customer-generation using net metering systems served by an electric utility exceeds (5%) of the capacity necessary to meet the Electric Supplier's aggregated Customer monthly peak demand for a particular calendar year, the Electric Supplier may elect not to provide Net Metering services to additional Customers.

15.3.8 Where applicable, the requirements established in subsection 15.6 of these Regulations shall apply to this subsection 15.3.

15.4 For Net Metering Condition 3 where the Community Energy Facility is located behind the meter of a Subscriber that is also the Host Customer, the following will be subject to the requirements established in subsection 15.7 of these Regulations:

15.4.1 During a monthly billing period where the energy from the Community Energy Facility exceeds the consumption of the Host Customer, the Subscribers participating in a Community Energy Facility not located on the same distribution feeder as the Community Energy Facility shall be credited in kilowatt-hours (kWh) valued at an amount per kWh equal to supply service charges according to each account's rate schedule for any of the energy production in excess of the consumption of the Host Customer of the Community Energy Facility. The Host Customer and Subscribers located on the same distribution feeder as the Community Energy Facility shall be credited in kWh pursuant to subsection 15.3 of these Regulations. Any excess energy after crediting Subscribers during a billing period shall be credited in subsequent billing periods. During any billing period prior to the end of the Annualized Billing Period, the crediting of excess energy kWh will result in the reduction of cost paid by the Host Customer and Subscribers for the equivalent volumetric energy kWh of delivery service charges, if applicable, and supply service charges.

15.4.2 At the end of the Annualized Billing Period, a Host Customer may request a payment from the Electric Supplier for any excess kWh credits. The payment shall be calculated by multiplying the excess kWh credits by the supply service charge of the Host Customer of the Community Energy Facility as provided under subsection 15.3 of these Regulations. Such payment shall be made to the Host Customer of the Community Energy Facility, and may be credited to the Host Customer's account through monthly billing if less than \$25. Any excess kWh credits shall not reduce any fixed monthly customer charges imposed by the Electric Supplier.

15.4.3 As an alternative to the monthly billing period crediting above, at the end of each monthly billing period DP&L may elect to make payment to the Host Customer of the Community Energy Facility for the value of the generated electricity as established by the Commission. For purposes of Net Metering by DP&L, such value for generated electricity is established as the otherwise applicable supply service charge of the Host Customer. Additionally, for the Host Customer and Subscribers located on the same distribution feeder as the Community Energy Facility, at the end of each monthly billing period DP&L shall also include in the monthly payment to the Host Customer the value for the volumetric kWh delivery

service charges. The payment for the value of the volumetric kWh delivery service charges shall be the same as determined in subsection 15.3 of these Regulations.

15.5 For Net Metering Condition 3 where the Community Energy Facility is a stand-alone facility, the following will be subject to the requirements established in subsection 15.7 of this Rule:

15.5.1 During a monthly billing period where energy is produced from the Community Energy Facility, each Subscriber participating in a Community Energy Facility not located on the same distribution feeder as the Community Energy Facility shall be credited in kilowatt-hours (kWh) valued at an amount per kWh equal to supply service charges according to each account's rate schedule for any of the energy production of the Community Energy Facility. Subscribers located on the same distribution feeder as the Community Energy Facility shall be credited in kWh pursuant to subsection 15.3 of these Regulations. Any excess energy after crediting Subscribers during a billing period shall be credited in subsequent billing periods. During any billing period prior to the end of the Annualized Billing period, the crediting of excess energy kWh will result in the reduction of cost paid by the Subscribers for the equivalent volumetric energy kWh of delivery service charges, if applicable, and supply service charges.

15.5.2 During any billing period prior to the end of the Annualized Billing period, the crediting of excess energy kWh will result in the reduction of cost paid by the Subscribers for the equivalent volumetric energy kWh of delivery service charges, if applicable, and supply service charges.

15.5.3 At the end of the Annualized Billing Period, a Host Customer may request a payment from the Electric Supplier for any excess kWh credits. The payment shall be calculated by multiplying the excess kWh credits by the supply service rate of the Host Customer of the Community Energy Facility pursuant to subsection 15.3 of these Regulations, and may be credited to the Host Customer's account through monthly billing if less than \$25. Any excess kWh credits shall not reduce any fixed monthly customer charges imposed by the Electric Supplier. The Subscribers participating in a Community Energy Facility shall retain ownership of all RECs associated with electric energy produced from all eligible energy resources of the Community Energy Facility unless the Subscribers participating in the Community Energy Facility have relinquished such ownership by contractual agreement with a third party.

15.5.4 A Community Energy Facility shall not exceed the sum total of the capacity limits as defined under subsections 15.1.1.1 through 15.1.1.3 of these Regulations among the Subscribers of a Community Energy Facility.

15.5.5 As an alternative to the monthly billing period crediting above, at the end of each monthly billing period DP&L may elect to make payment to the Host Customer of the Community Energy Facility for the value of the generated electricity as established by the Public Service Commission. For purposes of Net Metering by DP&L, such value for generated electricity is established as the otherwise applicable supply service charge of the Host Customer. Additionally, for the Host Customer and Subscribers located on the same distribution feeder as the Community Energy Facility, at the end of each monthly billing period DP&L shall also include in the monthly payment to the Host Customer the value for the volumetric kWh delivery service charges. The payment for the value of the volumetric kWh delivery service charges shall be the same as determined in subsection 15.3 of these Regulations.

15.6 Subject to the applicable Net Metering provisions of Section 15.0 of these Regulations, in instances where one customer has multiple meters under the same account or different accounts, regardless of the physical location and rate class, the customer may aggregate meters for the purpose of net metering regardless of which individual meter receives energy from a Customer-Generator Facility, provided that:

15.6.1 DP&L shall only allow meter aggregation for customer accounts of which it provides electric supply service; and

15.6.2 The Customer-Generator Facility is designed to produce no more than 110% of the Customer's aggregate electrical consumption of the individual meters or accounts that the Customer is entitled to aggregate under this subsection 15.6 calculated on the average of the two previous 12 month periods of actual electrical usage. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment; and

15.6.3 A Customer-Generator Facility shall not exceed the sum total of the capacity limits among the participants of a Customer-Generator Facility as defined under subsections 15.1.1.1 through 15.1.1.3 of these Regulations; and

15.6.4 At least ninety days before a Customer commences construction of a Customer-Generator Facility or a Customer is entitled to aggregate multiple meters, the customer shall file with DP&L the following information:

15.6.4.1 a list of individual meters the Customer is entitled to aggregate, identified by name, address, rate schedule, and account number, and ranked according to the order which the Customer desires to apply credit for excess energy to each individual meter; and

15.6.4.2 a description of the Customer-Generator Facility, including the facility's location, capacity, and fuel type or generating technology; and

15.6.4.3 a complete interconnection application to facilitate a transmission and distribution analysis, including an evaluation of potential reliability, safety and stability impacts and determination of whether infrastructure upgrades are necessary and appropriate allocation of applicable interconnection costs.

15.6.5 The Customer may change its list of aggregated meters specified in subsection 15.6.4.1 no more than once annually by providing ninety days' written notice; and

15.6.6 Credit shall be applied first to the meter through which the Customer-Generator Facility supplies electricity, then through the remaining meters for the Customer's accounts according to the rank order as specified in accordance with subsection 15.6.4.1 above; and

15.6.7 Credit in kilowatt-hours (kWh) shall be valued according to subsection 15.3 of these Regulations and each account's rate schedule as specified in subsection 15.6.4.1 above; and

15.6.8 DP&L may require that a Customer's aggregated meters as specified in subsection 15.6.4.1 above be read on the same billing cycle.

15.7 Subscribers are eligible to participate in a Community Energy Facility, provided:

15.7.1 A community includes customers sharing a unique set of interests; and

15.7.2 DP&L shall only allow meter aggregation for customer accounts of which it provides electric supply service; and

15.7.3 A Community Energy Facility is designed to produce no more than 110% of the community's aggregate electrical consumption of its individual customers, calculated on the average of the two previous 12 month periods of actual electrical usage. For new building construction or in instances where less than two previous 12 month periods of actual usage is available, electrical

consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment; and

15.7.4 A Community Energy Facility shall not exceed the sum total of the capacity limits among the participants of a Community Energy Facility as defined under subsections 15.1.1.1 through 15.1.1.3 of these Regulations; and

15.7.5 A Community Energy Facility may include technologies defined under 26 *Del. C.* §352(6)(a-h); and

15.7.6 Before Net Metering for a Community Energy Facility may be formed and served by DP&L, the community proposing a Community Energy Facility shall file with the Delaware Energy Office and DP&L the following information:

15.7.6.1 a list of individual meters the community is entitled to aggregate identified by name, address, rate schedule, and account number; and

15.7.6.2 a description of the Community Energy Facility, including the facility's physical location, the Host Customer's physical location, capacity, and fuel type or generating technology; and

15.7.6.3 the share of kWh credits to be attributed to each meter, which DP&L shall true-up at the end of the annualized billing period.

15.7.7 A community proposing a Community Energy Facility may change its list of aggregated meters as specified in subsection 15.7.6.1 above no more than quarterly by providing ninety days' written notice to DP&L; and

15.7.8 If the community proposing a Community Energy Facility removes individual customers from the list of aggregated meters as specified in subsection 15.7.6.1 above, then that community shall either replace the removed customers, reduce the generating capacity of the Community Energy Facility to remain compliant with the provisions provided under subsections 15.7.3 and 15.7.4 above, or negotiate with DP&L to establish a mutually acceptable agreement for any excess kWh credit; and

15.7.9 DP&L may require that customers participating in a Community Energy Facility have their meters read on the same billing cycle; and

15.7.10 Neither customers nor owners of community-owned energy generating facilities shall be subject to regulation as either public utilities or an Electric Supplier.

15.7.11 The Subscribers participating in a Community Energy Facility shall retain ownership of all RECs associated with electric energy produced from all eligible energy resources of the Community Energy Facility unless the Subscribers participating in the Community Energy Facility have relinquished such ownership by contractual agreement with a third party.

15.8 Nothing in these Regulations is intended in any way to limit eligibility for net energy metering services based upon direct ownership, joint ownership, or third-party ownership or financing agreement related to an electric generation facility, where net energy metering would otherwise be available

15.9 For public utilities regulated by the Commission, net metering aggregation disputes limited to the correct application of Commission-approved tariffs shall be resolved by the Commission. All other disputes with an Electric Supplier, DEC, or municipal electric companies shall be resolved by the appropriate governing body with jurisdiction over such disputes.

15.10 Any requirements necessary to permit interconnected operations between the Customer-Generator Facility or Community Energy Facilities; and the Electric Supplier, and the costs associated with such requirements, shall be dealt with in a manner consistent with a standard tariff filed with the Commission by the Electric Supplier. An Electric Supplier's interconnection rules shall be developed by using the Interstate Renewable Energy Council's Model Interconnection Rules and best practices identified by the U.S. Department of Energy. Electric Suppliers shall not require eligible net metering customers who meet all applicable safety and performance standards to install excessive controls, perform or pay for unnecessary tests, or purchase excessive liability insurance.

15.11 Each Electric Supplier shall submit an annual net-metering report to the Commission 90 days after the end of the calendar year. Such report shall include the following information from the previous calendar year:

15.11.1 The total number of Customer-Generator Facilities and Community-owned energy generating facilities;

15.11.2 The total estimated rated generating capacity of its net-metered Customer-Generator Facilities and Community-owned energy generating facilities;

15.11.3 The total estimated net kilowatt-hours received from Customer-Generator Facilities and Community-owned energy generating facilities; and

15.11.4 The total estimated amount of energy produced by Customer-Generator Facilities and Community-owned energy generating facilities, using a methodology approved by the Commission.

15.11.5 The annual net-metering report may be revised as necessary to reflect changes in information available from net metered facilities upon consultation and agreement between the Electric Supplier and the Staff of the Commission.

15.12 The Commission shall periodically review the impact of net-metering rules in this section and recommend changes or adjustments necessary for the economic health of utilities.

15.13 A retail electric customer having on its premises one or more grid Grid-Integrated Electric Vehicles shall be credited in kilowatt-hours (kWh) for energy discharged to the grid from the Grid-Integrated Electric Vehicle's battery at the same kWh rate that customer pays to charge the battery from the grid, as determined in subsection 15.3 of these Regulations. Excess kWh credits shall be handled in the same manner as Net Metering as described in subsection 15.3 of these Regulations. To qualify under this section of the Regulations, the Grid-Integrated Electric Vehicle must meet the requirements in subsections 15.1.1.1., 15.1.1.2, and 15.1.1.5 of these Regulations. Connection and metering of Grid-Integrated Electric Vehicles shall be subject to the regulations found in subsections 15.3, 15.10, and 15.11 of these Regulations.

15.14 The Commission may adopt tariffs for regulated electric utilities that are not inconsistent with subsection 15.13 of these Regulations. Such tariffs may include rate and credit structures that vary from those set forth in subsection 15.13 of these Regulations, as long as alternative rate and credit structures are not inconsistent with the development of Grid-Integrated Electric Vehicles.

16.0 Customers Returning to EDC or SOS Supplier for Electric Supply Service

The procedures for a Retail Electric Customer's return to an EDC during the Transition Period and to an EDC if it is the SOS Supplier after the Transition Period for Electric Supply Service shall be in accordance with the Commission's order for each EDC's individual electric restructuring plan.

17.0 Other General Rules

17.1 Proprietary Information. Under Delaware's Freedom of Information Act, 29 *Del. C.* ch. 100, all information filed with the Commission is considered of public record unless it contains "trade secrets and commercial or financial information obtained from a person which is of a privileged or confidential nature." 29 *Del. C.* §10002(d)(2). To qualify as a non-public record under this exemption, materials received by the Commission must be clearly and conspicuously marked on the title page and on every page containing the sensitive information as "proprietary" or "confidential" or words of similar effect. The Commission shall presumptively deem all information so designated to be exempt from public record status. However, upon receipt of a request for access to information designated proprietary or confidential, the Commission may review the appropriateness of such designation and may determine to release the information requested. Prior to such release, the Commission shall provide the entity which submitted the information with reasonable notice and an opportunity to show why the information should not be released.

17.2 Failure to Comply with these Regulations. The failure by any Electric Supplier to comply with these requirements and the requirements in other sections of these Regulations may result in penalties, including monetary assessments, suspension or revocation of the Electric Supplier's ESC, or other sanction as determined by the Commission.

17.3 Suspension or revocation of a license or certification by any state or federal authority including but not limited to any enforcement action by PJM or similar entity may result in suspension or revocation or the ESC.

18.0 Accelerated Switching

18.1 Customer contacts the EDC. When a Customer contacts the EDC to request a change from the current SOSS or alternative Electric Supplier, the EDC shall notify the customer that there may be a cancellation penalty to cancel service with the current Electric Supplier.

18.2 Customer contacts the Electric Supplier to request a change in Electric Supply Service. When a Customer contacts an Electric Supplier the following shall occur:

18.2.1 The new Customer selected Electric Supplier shall notify the EDC of the Customer's Electric Supply Service provider selection at the end of the seven (7) Business Day rescission period in accordance with these rules. The selected Electric Supplier may notify the EDC by the end of the next Business Day following the Customer contact upon Customer consent.

18.2.2 Upon receipt of this notification, or notification that the Customer has authorized a switch to default service, the EDC shall send the Customer a notification letter noting the proposed change of Electric Supplier or change to SOSS. The notice must include the date the service with the new selected Electric Supplier or SOSS will begin. The letter shall be mailed by the end of the next Business Day following receipt of the notification of the Customer's selection of an alternative Electric Supplier or SOSS.

18.2.3 When a Customer has provided the new Customer selected Electric Supplier or Current SOSS with oral confirmation or written authorization to select a new Electric Supplier or SOSS, the EDC shall make the change within three (3) Business Days of the receipt by the EDC of the electronic transaction.

18.2.4 The EDC shall obtain a meter read to effectuate the switch of service within the time period provided for in 18.2.3 In instances where the EDC does not have advanced or automated metering capability, the EDC shall obtain an actual meter read, or use an estimated meter read. When an

estimated meter read is used, the estimated meter read shall be updated when an actual meter read is obtained.

18.2.5 Each EDC and Electric Supplier shall preserve all records regarding unauthorized change of Electric Supplier and SOSS disputes for three (3) years from the date the Customer files a dispute. These records shall be made available to the Commission upon request.

18.2 Implementation

2017. 18.2.1 Each EDC shall implement the provision of §18.0 of these Rules by June 30,

- 3 DE Reg. 538 (10/01/99)
- 10 DE Reg. 1160 (01/01/07)
- 12 DE Reg. 518 (10/01/08)
- 15 DE Reg. 102 (07/01/11)