

## **7. Billing and Payment.**

### **7.1 End-Users.**

Billing and payment rules applicable to End-Users shall be pursuant to the then-current rules of the applicable Local Regulatory Authority.

### **7.2 Wholesale Customers.**

#### **7.2.1 Billing Procedure.**

**7.2.1.1 Low Voltage Access Charge Revenues.** Within a reasonable time after the Participating TO receives from the ISO the monthly kilowatt-hours to which the Low Voltage Access Charge applies, the Participating TO shall submit an invoice to the applicable UDC, MSS or Scheduling Coordinator for the Low Voltage Access Charge billing. The invoice shall be paid by the UDC, MSS, or Scheduling Coordinator within twenty days of receipt. All payments shall be made in immediately available funds payable to the Participating TO, or by wire transfer to a bank named by the Participating TO.

**7.2.1.2 Reliability Services Revenues.** The Participating TO shall submit an invoice to applicable Wheeling customers for billings under the Reliability Services Rate Schedule. The invoice shall be paid by the Wheeling Customer within twenty days of receipt. All payments shall be made in immediately available funds payable to the Participating TO, or by wire transfer to a bank named by the Participating TO.

#### **7.2.2 Interest on Unpaid Balances.**

Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in

FERC's regulations at 18 C.F.R. Section 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Participating TO.

### **7.2.3 Default.**

In the event the UDC, MSS, Scheduling Coordinator, or Wheeling Customer fails, for any reason other than a billing dispute as described below, to make payment to the Participating TO on or before the due date as described above, and such failure of payment is not corrected within 30 calendar days after the Participating TO notifies the applicable UDC, MSS, Scheduling Coordinator, or Wheeling Customer to cure such failure, a default by the UDC, MSS, Scheduling Coordinator, or Wheeling Customer shall be deemed to exist. Upon the occurrence of a default, the Participating TO may initiate a proceeding with FERC (or the Local Regulatory Authority for a Local Publicly Owned Electric Utility) to terminate service but shall not terminate service until FERC, or the Local Regulatory Authority, as applicable, so approves any such request. In the event of a billing dispute between the Participating TO and the UDC, MSS, Scheduling Coordinator, or Wheeling Customer, the Participating TO will continue to provide service under this TO Tariff as long as the applicable UDC, MSS, Scheduling Coordinator, or Wheeling Customer: (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the UDC, MSS, Scheduling Coordinator, or Wheeling Customer fails to meet these two requirements for continuation of service, then the Participating TO

may provide notice to the UDC, MSS, Scheduling Coordinator, or Wheeling Customer of its intention to suspend service in sixty days, in accordance with FERC policy.

### **7.3 Wheeling and Usage Charge Revenues.**

The ISO, pursuant to the ISO Tariff, shall pay to Participating TOs all Wheeling and Usage Charge revenues, excluding Usage Charge revenues payable to FTR Holders.