



Town Council AGENDA

Monday, December 4, 2023 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

5:30 PM: Call to Order by President Gunsallus.

Opening remarks and Pledge of Allegiance by Councilmember Rev. Davis.

Approval of Minutes.

Minutes of the November 20, 2023 meeting.

Municipal Official Items.

Items by Mayor Cook.

Appointments to Boards and Commissions.

Items by Town Manager

Items by Town Attorney.

Legislation.

Res. No. 6173, "A RESOLUTION TO ANNEX A PARCEL OF LAND OWNED BY BASI BROTHERS, LLC LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/US ROUTE 50, CONSISTING OF 3.231 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF EASTON AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION."

Ord. 801, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF EASTON TO APPLY THE COMMERCIAL GENERAL (CG) ZONING DISTRICT TO CERTAIN LOTS OR PARCELS OF LAND ANNEXED TO THE TOWN OF EASTON BY RESOLUTION NO. 6173 LOCATED TO THE EAST OF OCEAN GATEWAY/US ROUTE 50 CONSISTING, OF 3.231 ACRES OF LAND, MORE OR LESS."

Amended Ord. 802, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 5 OF THE EASTON TOWN CODE REGARDING BICYCLES AND SIMILAR DEVICES."

Ord. 805, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2024 FOR OPERATING AND CAPITAL EXPENDITURES."

Ord. 806, "AN ORDINANCE OF THE TOWN OF EASTON GRANTING THE APPLICATION OF RISE UP COFFEE ROASTERS LLC FOR A PLANNED UNIT DEVELOPMENT AMENDMENT UNDER THE PROVISIONS OF THE EASTON ZONING ORDINANCE."

Public Hearings.

5:35 PM PUBLIC HEARING to provide the public an opportunity to comment on proposed Electric and Gas Tariff Revisions.

Res. No. 6178, "A RESOLUTION OF THE TOWN OF EASTON APPROVING THE 2023 GAS SERVICE RATE AND TARIFF REVISIONS PROPOSED BY THE EASTON UTILITIES COMMISSION."

Res. No. 6179, "A RESOLUTION OF THE TOWN OF EASTON APPROVING THE 2023 ELECTRIC SERVICE RATE AND TARIFF REVISIONS PROPOSED BY THE EASTON UTILITIES COMMISSION."

Public Participation/Comments.

Review of Invoices.

Review of invoices from 11/8/23 thru 11/29/23 totaling \$919,268.05.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

<https://www.eastonmd.gov/129/Agendas-Minutes>

If you are an Easton Cable subscriber, you can view the meeting through TV-Channel 98.

Please note: There is a possibility of all or part of the meeting may be held in Closed Session.



TOWN OF EASTON

P.O. Box 520
Easton, Maryland 21601
www.town-eastonmd.com

MEMORANDUM

TO: Mr. Frank Gunsallus, President of the Council
Members of the Town Council

cc: Donald J. Richardson
Sharon VanEmburch

FROM: Mayor Megan JM Cook *msc*

SUBJECT: Boards and Commissions Appointments

DATE: December 4, 2023

I am asking for confirmation for the following re-appointments:

- Peter Cotter, Board of Zoning Appeals three-year term
- Thomas Klein, moving from Alternate to Paul Weber's position (resigned),
expiring December 31, 2028 (five-year term).

Also, a new member for the Planning & Zoning Commission:

- Michael Ports (Alternate) for the remainder of a five-year term expiring
December 1, 2025 (Volunteer Interest Form enclosed).

These appointments will leave a vacant position on the Board of Zoning Appeals for the remainder of a three-year term which will expire December 31, 2024.

Your consideration for the above appointments is appreciated.

Town of Easton

Board and Commission Volunteer Interest Form

Submit Completed Form to the Mayor of the Town of Easton, Maryland for consideration

(Please Print)

Last Name Ports First Name Michael MI D

Residence Address (Street) 29220 Corbin Parkway

(Town) Easton (County) Talbot (State) Maryland

(Zip Code) 21601

How Long at this Residence? Three years

Home Telephone Number (443) 262-5577

Occupation Easement Stewardship Manager

Employer Name Eastern Shore Land Conservancy

Employer Address 114 S. Washington St | Easton, MD

Work Telephone Number (410) 690-4603

Please circle the board(s) or commission(s) you are interested in serving as a member of:

Board of Appeals

Planning and Zoning Commission

Historic District Commission

Housing Authority

Easton Utilities Commission

Park Board

Ethics Commission

Waterfowl Festival Commission

Board of Canvassers

Tree Board

Affordable Housing Board

Other (list) _____

Please list why you would like to serve on this committee and what your qualifications are (Attach extra sheets if necessary)

I am a lifelong resident of the Eastern Shore, with a strong desire to protect its rural character and natural resources. I believe that work begins by fostering strong towns like Easton with thoughtful and intentional development. I also intend to live in Easton for many years to come, and want to invest in its future.

Both my professional and educational background have a strong focus on sustainable development.

Attached are my Planning Commission and Board of Appeals training certificate and resume.

Please list any special interests which should be considered during the appointment process (Attach extra sheets if necessary)

I have strong interests in workforce housing, economic development, and transportation infrastructure.

For the latter of the three, I am particularly interested in accessibility and pedestrian infrastructure.

Michael Ports

Applicant Signature

11/8/2023

Date

Michael Dunmyer Ports

(443) 262-5577 | madunmyer@gmail.com | mports@eslc.org

RELEVANT PROFESSIONAL EXPERIENCE

Eastern Shore Land Conservancy | Easton, MD

Easement Stewardship Manager | 2020 - PRESENT

Work with landowners from Cecil to Dorchester County to ensure compliance with Conservation Easements and maintain the organization's accreditation as a land trust.

Department of Infrastructure and Development | Salisbury, MD

Maryland Municipal League Fellow | SUMMER 2019

Researched and drafted a Sustainability and Resilience Plan for the City of Salisbury, collaborating across City departments and presenting findings to the City Council.

EDUCATION

Planning Commission and Board of Appeals Education Course

Maryland Department of Planning | MML Summer Conference 2023

Master of Public Policy, Studies in Climate Adaptation

University of Maryland School of Public Policy | Class of 2020

Bachelor of Arts, Environmental Studies and Political Science

University of Lynchburg | Class of 2018

RELEVANT COURSEWORK

Growth Management and Environmental Planning | Transportation and Land Use
State and Local Government | Public Finance and Budgeting
Environmental Law | Various Coursework in Economics
Research Projects for Clients on Sustainable Development and Climate Resilience

Certificate of Compliance

The Maryland Department of Planning



Maryland
DEPARTMENT OF PLANNING

Michael Dunmper

Has successfully completed the

Planning Commission and Board of Appeals Education Course

On June 25, 2023

Joseph Griffiths

Joseph Griffiths
Training Manager

Rebecca A. Flora

Rebecca A. Flora, AICP
Acting Secretary of Planning

RESOLUTION NO. 6173

A RESOLUTION TO ANNEX A PARCEL OF LAND OWNED BY BASI BROTHERS, LLC LOCATED ON THE EAST SIDE OF OCEAN GATEWAY/U.S. ROUTE 50, CONSISTING OF 3.231 ACRES OF LAND, MORE OR LESS, INTO THE TOWN OF EASTON AND TO PROVIDE FOR THE TERMS AND CONDITIONS OF THE ANNEXATION.

Introduced by: _____

WHEREAS, the Town of Easton (the “Town”) is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code (the “Code”) to expand its municipal boundaries by annexing lands adjacent to it, and wishes to annex a certain parcel of land owned by Basi Brothers, LLC located on the East side of Ocean Gateway/U.S. Route 50, consisting of 3.231 acres of land, more or less, which parcel is shown and depicted as “Total Land Area = 140763 Sq. Feet 3.231 Acres ±” (the “Annexation Property”) on a plat titled “Boundary Survey On the Lands of Basi Brothers, LLC Tax Map 25, Grid 6, Parcel 113 First District, Talbot County, Maryland”, prepared by Harry A. Smith, Jr., Professional Land Surveyor, dated June 2022 (the “Annexation Plat”), which is Exhibit “A” to this Resolution and is also described in a metes and bounds description prepared by Harry A. Smith, Jr., Professional Land Surveyor entitled “Description of the Lands of Basi Brothers, LLC First District Talbot County, Maryland Tax Map 25, Grid 6, Parcel 113 Area Equals 3.231 Acres of Land, More or Less Basis of Bearings is Plat MAS 82/178”, which is Exhibit “B” to this Resolution (“Annexation Description”).

Basi Brothers, LLC is the owner of one hundred percent (100%) of the assessed value of the real property lying within the area to be annexed and has consented to the annexation. There are no registered voters in Talbot County who reside on the Annexation Property.

The Annexation Property is adjacent to existing Town boundaries. If the Annexation Property is incorporated into the Town boundaries, no enclaves of non-Town land will be created.

Now, therefore, the Town hereby resolves:

Section 1. Modification of Town Boundaries. The corporate boundaries of the Town are hereby amended to include the addition of the Annexation Property, which is described on the Annexation Plat and Annexation Description. The plat and metes and bounds description are subject to technical review and correction by the Town prior to the public hearing to be held on this Resolution.

Section 2. Application of Town Charter; Ordinances; and Taxes. Upon the effective date of this Resolution, the provisions of the Charter and Code of the Town of Easton, and any local public laws enacted or to be enacted affecting the Town, shall be effective within the Annexation Property except to the extent that this Resolution provides otherwise. The Annexation Property shall be included in the First Election Ward of the Town for purposes of municipal elections until such time as the boundaries for election wards may be modified by the Town Council.

Section 3. Annexation Plan. The Petitioner has prepared an Annexation Plan with regard to the Annexation Property (the “Plan”). The Plan is Exhibit “C” to this Resolution but is not a part hereof and the Town Council reserves the right to amend the Plan prior to the final enactment of this Resolution in the manner provided in §4-415 of the Local Government Article of the Code.

Section 4. Zoning Classification. Concurrently with the introduction of this Resolution, the Town Council has introduced Ordinance No. 801 to apply a zoning classification of Commercial General (CG) to the Annexation Property. The Talbot County zoning for the Annexation Property is General Commercial (GC). Neither zoning district allows residential zoning. If the proposed CG zoning classification permits land uses that are substantially different from the land uses allowed under the current Talbot County zoning classifications, then, in accordance with §4-416 of the Local Government Article of the Code, if Talbot County expressly approves, the Town can place the annexed land in zoning classifications that allow different land uses and/or allows a substantially higher density exceeding 50% of the density allowed under the current Talbot County zoning

classification. If required, the classification of the Annexation Property in the CG zoning district is contingent upon the Town receiving the express consent of the County prior to the effective date of Ordinance 801.

Section 5. Incorporation of Certain Exhibits. Exhibits A, and B are incorporated into this Resolution and made a part of it.

Section 6. Public Hearing and Public Notice. The Town Council shall conduct a public hearing on this Resolution and upon Ordinance No. 801 on November 20, 2023 at 5:35 p.m. Prior to the hearing, the Town Clerk shall arrange for the publication of a legally sufficient notice of the hearing in *The Star Democrat* for the Town two times at not less than weekly intervals, the date of publication of the last such notice to be at least 15 days prior to the date of the hearing. In addition, on the date of the first publication of the notice of the hearing, the Town Clerk shall notify the following persons or agencies of the hearing and shall provide them with a photocopy of the legal notice and this Resolution, including Exhibits:

- (a) the Talbot County Council;
- (b) the Talbot County Planning and Zoning Commission;
- (c) the Maryland Department of Planning; and
- (d) the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays.

Section 7. Registration of Boundaries. Within ten (10) days of the effective date of this Resolution, in accordance with the provisions of §4-414 of the Local Government Article of the Code, the Mayor or other Town designee, shall promptly cause a copy of the resolution with the new municipal boundaries to be sent to:

- (a) the Town Clerk;
- (b) the Clerk of the Circuit Court for Talbot County, Maryland; and
- (c) the Maryland Department of Legislative Services.

Pursuant to §4-414(b) of the Local Government Article of the Code, each such official or agency shall keep this Resolution with the new boundaries on record and make it available for public inspection during regular business hours.

Section 8. Effective Date. This Resolution shall become effective 45 days after final enactment unless a petition for referendum has been filed prior thereto in accordance with §4-408, §4-409, or §4-410 of the Local Government Article of the Code or if a petition for referendum is filed and a majority of the votes are in favor of the annexation resolution, the date upon which the Annexation Resolution becomes effective pursuant to §4-412 of the Local Government Article of the Code. This Resolution shall be deemed “finally enacted” on the date on which the Mayor of the Town of Easton indicates his approval of this Resolution by signing it or when the Town Council overrides the Mayor's veto hereof in the manner specified in the Town Charter.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Resolution was passed by a ye and nay vote of the Town Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2023.

ORDINANCE NO. 801

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF EASTON TO APPLY THE COMMERCIAL GENERAL (CG) ZONING DISTRICT TO CERTAIN LOTS OR PARCELS OF LAND ANNEXED TO THE TOWN OF EASTON BY RESOLUTION NO. 6173 LOCATED TO THE EAST OF OCEAN GATEWAY/U.S. ROUTE 50 CONSISTING, OF 3.231 ACRES OF LAND, MORE OR LESS

Introduced by: _____

WHEREAS, the Town of Easton (“Town”) is authorized by §§ 4-416 and 5-213 of the Local Government Article and § 4-102 of the Land Use Article of the Maryland Annotated Code (“Code”) to exercise planning and zoning jurisdiction in areas annexed by it and to enact and administer a zoning ordinance, which ordinance is Chapter 28 of the Easton Town Code; and

WHEREAS, the Town is authorized by § 4-201 of the Land Use Article of the Code to divide land within the municipal boundaries into zoning districts in a manner it deems best suited to execute the purposes of the Land Use Article; and

WHEREAS, the Town is authorized by § 4-204 of the Land Use Article of the Code to amend, supplement, modify or repeal sections of the zoning ordinance; and

WHEREAS, the Town has acted pursuant to its authority under §4-401 *et. seq.* of the Local Government Article of the Code to introduce Resolution No. 6161 (the “Resolution”) to expand its municipal boundaries by annexing lands adjacent to the present Town boundaries and owned by the Town. The area proposed for annexation is generally located on the east side of Ocean Gateway/U.S. Route 50, consisting of 3.231 acres of land, more or less, which parcels are shown and depicted as “Total Land Area = 140763 Sq. Feet 3.231 Acres ±” (the “Annexation Property”) on a plat titled “Boundary Survey On the Lands of Basi Brothers, LLC Tax Map 25, Grid 6, Parcel 113 First District, Talbot County, Maryland”, prepared by Harry A. Smith, Jr., Professional Land Surveyor, dated June 2022 (the “Annexation Plat”), which is Exhibit “A” to this Ordinance ; and

WHEREAS, the Town Planning Commission considered the annexation and zoning requests during its public meeting on September 21, 2023 and recommended that the Town annex the Annexation Property and zone such land as Commercial General (CG) for several reasons, including:

(1) While the Comprehensive Plan designates the property for future Residential land use, the Commission believes that given that the surrounding area is zoned CG and that this property is currently zoned General Commercial (GC) in the County, that CG zoning is appropriate and

(2) Given the location and zoning of the property in Talbot County, it is highly likely to be developed regardless of the outcome of the annexation request. It is more appropriate to have this development occur where there is Town infrastructure and under the terms of the Town zoning code and associated design standards and guidelines.

WHEREAS, the Easton Town Council finds that it is in the best interest of the Town to amend the Official Zoning Map of the Town to include the Annexation Property and to establish the Commercial General (CG) zoning for the Property; and

WHEREAS, the Easton Town Council held a duly noticed public hearing on this Ordinance on Monday, November 20, 2023.

Now, therefore, the Town of Easton hereby ordains as follows:

Section 1. Incorporation. The Annexation Plat attached hereto as Exhibit A is incorporated herein by reference.

Section 2. Modification of Official Zoning Map Boundaries and Designation of Zoning. The Official Zoning Map of the Town of Easton is hereby amended to add those certain parcels or tracts of land annexed pursuant to the Annexation Resolution and designated by the plat attached hereto as Exhibit A. The Property shall be assigned classification of Commercial General (CG). In

accordance with Section 28-107 of the Zoning Ordinance, the amendment shall be made on the Official Zoning Map promptly after the effective date of this Ordinance by the Easton Town Council.

Section 3. County Zoning Consent. The County zoning for the property is General Commercial (GC). If the proposed Commercial General (CG) zoning classification permits land uses that are different from the land uses allowed under the current County zoning classifications applicable to the Annexation Property and allows a density greater than 50% of the density allowed under the current Talbot County zoning classification, then in accordance with §4-416 of the Local Government Article of the Code, if Talbot County expressly approves, the Town can place the annexed land in zoning classifications that allow different land uses and/or allows a density greater than 50% of the density allowed under the current Talbot County zoning classification applied to the Annexation Property. If required, the classification of the Annexation Property in the CG Commercial General zoning district is contingent upon the Town receiving the express consent of the County prior to the effective date of this Ordinance. By majority vote on _____, the County Council of Talbot County, Maryland adopted Resolution No. _____ for the purpose of expressly approving establishment of the municipal zoning as provided by this Ordinance.

Section 4. Survival. Except as amended herein, the remainder of the Official Zoning Map and the remaining terms of existing ordinances shall remain in full force and effect.

Section 5. Effective Date. In accordance with § 4-416 of the Local Government Article of the Code, § 4-203 of the Land Use Article of the Code and Article II, Section 9 of the Easton Town Charter, this Ordinance shall become effective upon the later of: (a) the effective date of the Resolution pursuant to which the land area that is the subject of this Ordinance is annexed to the Town of Easton, (b) ten (10) days after the Town Council's public hearing on this Ordinance, or (c) twenty (20) calendar days after approval by the Mayor or passage of this Ordinance by the Council over the Mayor's veto.

Section 6. Severability. The Easton Town Council intends that, if a court of competent jurisdiction issues a final decision holding that any part of this ordinance is invalid, the remaining provisions hereof remain in full force and effect.

Curry -
Abbatiello -
Montgomery -
Davis -
Gunsallus -

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M Cook, Mayor

EFFECTIVE DATE: _____, 2023.

AMENDED ORDINANCE NO. 802

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 5 OF THE EASTON TOWN CODE REGARDING
BICYCLES AND SIMILAR DEVICES

INTRODUCED BY _____

WHEREAS, Chapter 5 of the Easton Town Code contains provisions regarding bicycles, skateboards and scooters; and

WHEREAS, many of the provisions are outdated and don't represent current practices; and

WHEREAS, the Town Council wishes to amend the provisions of Chapter 5 of the Easton Town Code.

NOW, THEREFORE, the Town of Easton hereby ordains that:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 5 of the Town Code is repealed and reenacted with amendments to read as shown on the attached Exhibit A.

Section 3. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2023

EXHIBIT A

Chapter 5 Bicycles, ~~and other Similar Devices~~ ***Skateboards and Scooters***

~~Section 5-1. Inspections, permit cards and license tags; fees; expiration.~~

~~Every operator of a bicycle within the corporate limits of the Town shall be required to submit his or her machine, on or before the first day of April of each year, for inspection as to brakes, tires, wheels, frame, handlebars, and such other inspection as may be required; said inspection shall be made under the supervision of the Police Department, and if said examination is satisfactory, said operator shall be given a Permit Card, bearing an identifying number, certifying that said bicycle has been satisfactorily inspected. All of said Permit Cards shall expire on the last day of March in each year, after which time all bicycles are subject to the annual examination and issuance of a new Permit Card. No person shall operate any bicycle in the Town without having first obtained such Permit Card. A License Tag, bearing the same number as the permit card, shall be attached to each bicycle, and shall remain thereon constantly. Such operator of a bicycle in the Town shall be required to pay a fee of Twenty-five Cents (\$.25) annually, at the time such Permit Card and License Tag are issued. (Ordinance 201, passed 6/24/91.)~~

~~Section 5-2. Suspension of registration; removal of license tags.~~

~~The Chief of police, or some reliable person or persons designated by him, shall have the authority to suspend the registration of and remove the license tag from any bicycle operated contrary to any applicable State law or town ordinance, such suspension and removal to continue for a period not to exceed ten days. (Ordinance 60 effective 3/1/1965)~~

Section 5-~~3~~**1**. Manner or riding generally.

Persons riding bicycles or motor scooters in the Town of Easton shall comply with the Maryland Rules of the Road for bicycles and play vehicles set forth in Title 21 of the Transportation Article of the Maryland Annotated Code or corresponding future provision thereof, except with respect to riding on sidewalks which is set forth in Section 5-2 below. It shall be unlawful for any person riding on any bicycle on any of the streets of the town to coast upon such bicycle in a negligent manner, and the operator of any such bicycle is required to keep his feet on the pedals and his hands upon the handles of such vehicle so as to have the same under proper control and management to avoid accidents. (Ordinance 519 aka E-34, effective 5/7/1967)

Section 5-~~4~~**2**. Riding on sidewalks prohibited.

It shall be unlawful for any person to ride a bicycle upon any of the sidewalks within the

limits of the Town, *unless the person is 13 years old or under*. (Ordinance 10 effective 1/1/1941, Ordinance ____, effective ____)

~~Section 5-5. Brakes and warning devices.~~

~~Every bicycle while in use on the streets of the town shall be provided with effective brakes and with a suitable bell, horn or other device capable of giving a signal audible for a distance of at least one hundred feet; except that no bicycle shall be equipped with any siren or whistle. (Ordinance 519 aka E-34, effective 5/7/1967)~~

~~Section 5-6. Lamps required.~~

~~(A) Every bicycle when in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet to the front and with a red reflector on the rear of a type which shall be visible from all distances from fifty to three hundred feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector. (Ordinance 519 aka E-34, effective 5/7/1967)~~

~~(B) It shall be unlawful for any person at nighttime to operate a bicycle along the streets of the town unless said bicycle is properly equipped with such lamps and reflectors as require herein. (Ordinance 60, effective 3/1/1965)~~

~~Section 5-7. Passengers~~

~~It shall be unlawful for the operator of any bicycle upon the streets of the town to carry any other person or persons upon the said bicycle. (Ordinance 60, effective 3/1/1965)~~

~~Section 5-8. Riding abreast.~~

~~It shall be unlawful for any person to proceed along the streets of the town abreast of more than one other bicycle proceeding in the same direction. (Ordinance 60, effective 3/1/1965)~~

~~Section 5-9. Clinging to Vehicles.~~

~~It shall be unlawful for any person while riding a bicycle to hand onto any other vehicle while the same is in motion. (Ordinance 60, effective 3/1/1965)~~

~~Section 5-10. Speeding.~~

~~No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing. (1967 Code by Ordinance 519, aka E-34, effective 5/7/1967)~~

Section 5-44 **3.** Operation of skateboards and scooters ~~prohibited.~~

~~(A) Except as provided in subsection (D) hereof, it shall be unlawful for any person to ride, propel, push, or otherwise operate a skateboard or scooter on any public way, street, alley, sidewalk, parking lot, or other public property (except for public skateboard or scooter facilities and publicly sponsored or authorized skateboard or scooter events) within the corporate boundaries of the town.~~

~~(B) Any person violating the provisions of subsection (A) hereof shall be guilty of a municipal infraction and, any provision of this code to the contrary notwithstanding, shall be subject to a fine of Five Dollars (\$5.00) for a first offense and Ten Dollars (\$10.00) for each subsequent offense.~~

~~(C) In the event that any law enforcement officer of the Town of Easton observes any minor child operating a skateboard or scooter in **a manner that is unsafe and/or dangerous** violation of the provisions of this section, the law enforcement officer may confiscate the skateboard or scooter operated by that minor child and shall return the skateboard or scooter only to that minor's parent or guardian. The law enforcement officer shall be authorized to confiscate a skateboard or scooter under the provisions of this subsection whether or not he or she issues a citation for a violation of this section.~~

~~(D) Nothing in this section shall prohibit any person 12 years or under from operating a non-motorized scooter on the streets, alleys, or sidewalk of the town. (Ordinance 152-effective 7-31-88, historical reference 146)~~

(Language to be deleted from the existing Ordinance is indicated in ~~strike through~~ format and language to added is indicated by ***bold italics*** text)

Ordinance No. 805

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE TOWN BUDGET FOR FISCAL YEAR 2024 FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FIRE DEPARTMENT

Introduced By: _____

WHEREAS, the Town Council passed Ordinance 796 an Ordinance of the Town of Easton establishing the Town Budget for Fiscal Year 2024 on June 5th 2023; and

WHEREAS, at the November 6th 2023 council meeting the council supported the amendment of the Fire Department budget to reduce the operating budget and increase the capital budget by \$4,000 to allow partial funding of a _____ included a reduction of funds allocated to the General Fund and a increase in Capital Fund in the amount of \$51,394; therefore

SECTION 1. BE IT ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EASTON, that the budget for the twelve month period from July 1, 2023, as submitted by Mayor, Megan JM Cook is amended to read as follows:

ESTIMATED REVENUE-GENERAL FUND

TAXES

Property Taxes

Real Property	\$ 12,937,331
Unincorporated Personal	\$ 18,550
Personal Property-Corporation	\$ 734,450
Railroads & Public Utilities	\$ 80,000
Discounts Allowed on Taxes	\$ (87,500)
Penalties and Interest	\$ 44,900

Income Taxes

Income Tax-State Shared	\$ 2,100,000
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Other Local Taxes

Admissions and Amusement	\$ 3,157
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State Shared Taxes

Franchise-Corp. Filing	\$ 750
Highway User	\$ 1,224,185

TOTAL TAXES

\$ 17,055,823

LICENSES & PERMITS

Business License & Permits

Trader's License-State Shared	\$ 66,500
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Other Licenses & Permits

Building Permits	\$ 490,188
Alteration Permits	\$ 242,000

Mechanical Permits	\$ 65,630
Plumbing Permits	\$ 57,260
Electrical Permits	\$ 97,220
Sign Permits	\$ 10,000
Use & Occupancy Permits	\$ 62,250
Sidewalk Café Permits	\$ 300
Rental Housing License	\$ 88,000
Other License and Permits	\$ 300

TOTAL LICENSES & PERMITS

\$ 1,179,648

REVENUE FROM OTHER GOVERNMENTS

Federal Grants \$ 3,389,276

State Grants

Police Protection	\$ 250,000
Conservation and Critical Area	\$ 3,500
Fire, Rescue and Ambulance	\$ 14,000
Other State Grants	\$ 6,000

County Shared Taxes

Financial Corporations	\$ 5,723
Hotel/Motel Tax	\$ 450,000
Other County Grants	\$ -

TOTAL REVENUE FROM OTHER GOVERNMENTS

\$ 4,118,499

SERVICE CHARGES

General Government

Zoning & Subdivision	\$ 80,000
Other General Government Service Charges	\$ 25,000

Public Safety

Crossing Guard Service	\$ 52,200
Other Police Service	\$ 66,755

Highway & Streets

Street and Curb Repairs	\$ 25,000
Public Parking Facilities	\$ 62,000

Sanitation & Waste Removal

Waste Collection & Disposal	\$ 2,064,000
Recycling	\$ 544,000
Other	\$ 10,500

Recreation

Recreation	\$ 30,000
Other Recreation	\$ 45,000

Economic Development

\$ -

TOTAL SERVICE CHARGES

\$ 3,004,455

FINES & FORFEITURES

Parking Fines	\$ 35,000
Municipal Infractions	\$ -
Inspection Violations	\$ 30,000

TOTAL FINES & FORFEITURES

\$ 65,000

MISCELLANEOUS REVENUE

Interest Income	\$ 225,000	
Investment Income	\$ -	
Rents & Concessions	\$ 12,000	
Contributions and Donations	\$ 320,000	
Payment in Lieu of Tax-EUC	\$ 2,343,708	
Sale of Town Property	\$ 100,000	
Miscellaneous	\$ 6,000	
TOTAL MISCELLANEOUS REVENUE		\$ 3,006,708

INTERFUND TRANSFER

Transfer In	\$ 3,376,379	
TOTAL INTERFUND TRANSFER		\$ 3,376,379

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL GENERAL FUND REVENUE**\$ 31,806,512****ESTIMATED EXPENDITURES-GENERAL FUND****GENERAL GOVERNMENT**

Town Council	\$ 213,778	
Town Clerk	\$ 293,575	
Mayor	\$ 116,818	
Town Manager	\$ 507,195	
Information Technology	\$ 704,335	
Human Resources	\$ 369,910	
Financial Administration	\$ 1,384,260	
Planning and Zoning	\$ 812,735	
General Services Municipal Building	\$ 464,411	
TOTAL GENERAL GOVERNMENT		\$ 4,867,017

PUBLIC SAFETY

Police	\$ 9,045,605	
Traffic Control	\$ 54,791	
Fire Department	\$ 337,525	
Code Enforcement	\$ 830,221	
Rental Housing Inspection	\$ 330,421	
Town Engineering	\$ 1,080,448	
TOTAL PUBLIC SAFETY		\$ 11,679,011

PUBLIC WORKS

Public Works Administration	\$ 741,261	
Waste Collection	\$ 2,496,921	
Street, Road and Alley Maintenance	\$ 2,176,309	
Street, Road and Alley Construction	\$ 881,514	
TOTAL PUBLIC WORKS		\$ 6,296,005

RECREATION

Parks & Recreation Administration	\$ 570,668	
TOTAL RECREATION		\$ 570,668

ECONOMIC DEVELOPMENT

Economic Development	\$ 2,162,116	
TOTAL ECONOMIC DEVELOPMENT		\$ 2,162,116

MISCELLANEOUS

Miscellaneous	\$ 35,000	
Retirement & Pension	\$ -	
Contingency	\$ -	
Liability & Other Insurance	\$ 350,000	
Appropriations to Others	\$ -	
TOTAL MISCELLANEOUS		\$ 385,000

DEBT SERVICE

Principal & Interest	\$ 1,407,535	
Leases	\$ -	
TOTAL DEBT SERVICE		\$ 1,407,535

INTERFUND TRANSFERS

Transfer to Debt Service		
Transfer to Capital	\$ 4,439,160	
Transfer to Land Enterprise	\$ -	
TOTAL INTERFUND TRANSFERS		\$ 4,439,160

**TOTAL GENERAL FUND EXPENDITURES AND
OTHER FINANCING USES****\$ 31,806,512****ESTIMATED REVENUE-CAPITAL FUND****INTERFUND TRANSFERS**

Transfer from Debt Service	\$ -	
Transfer from General Fund	\$ 4,439,160	
Transfer from Impact Fee	\$ -	
TOTAL INTERFUND TRANSFER		\$ 4,439,160

DEBT PROCEEDS

Proceeds from Bond and Loans	\$ -	
TOTAL DEBT PROCEEDS		\$ -

TOTAL CAPITAL FUND REVENUE**\$ 4,439,160**

ESTIMATED EXPENDITURES-CAPITAL FUND

GENERAL GOVERNMENT

Town Council	\$	-	
Town Clerk	\$	-	
Mayor	\$	-	
Town Manager	\$	-	
Information Technology	\$	324,000	
Human Resources	\$	-	
Financial Administration	\$	10,000	
Planning and Zoning	\$	-	
General Services Municipal Building	\$	30,000	
TOTAL GENERAL GOVERNMENT			\$ 364,000

PUBLIC SAFETY

Police	\$	1,259,929	
Traffic Control	\$	-	
Fire Department	\$	130,500	
Code Enforcement	\$	-	
Rental Housing Inspection	\$	30,000	
Traffic Engineering	\$	2,066,669	
TOTAL PUBLIC SAFETY			\$ 3,487,098

PUBLIC WORKS

Public Works Administration	\$	106,000	
Sanitation	\$	225,562	
Street, Road and Alley Maintenance	\$	145,000	
Street, Road and Alley Construction	\$	-	
TOTAL PUBLIC WORKS			\$ 476,562

RECREATION

Parks & Recreation	\$	111,500	
TOTAL RECREATION			\$ 111,500

ECONOMIC DEVELOPMENT

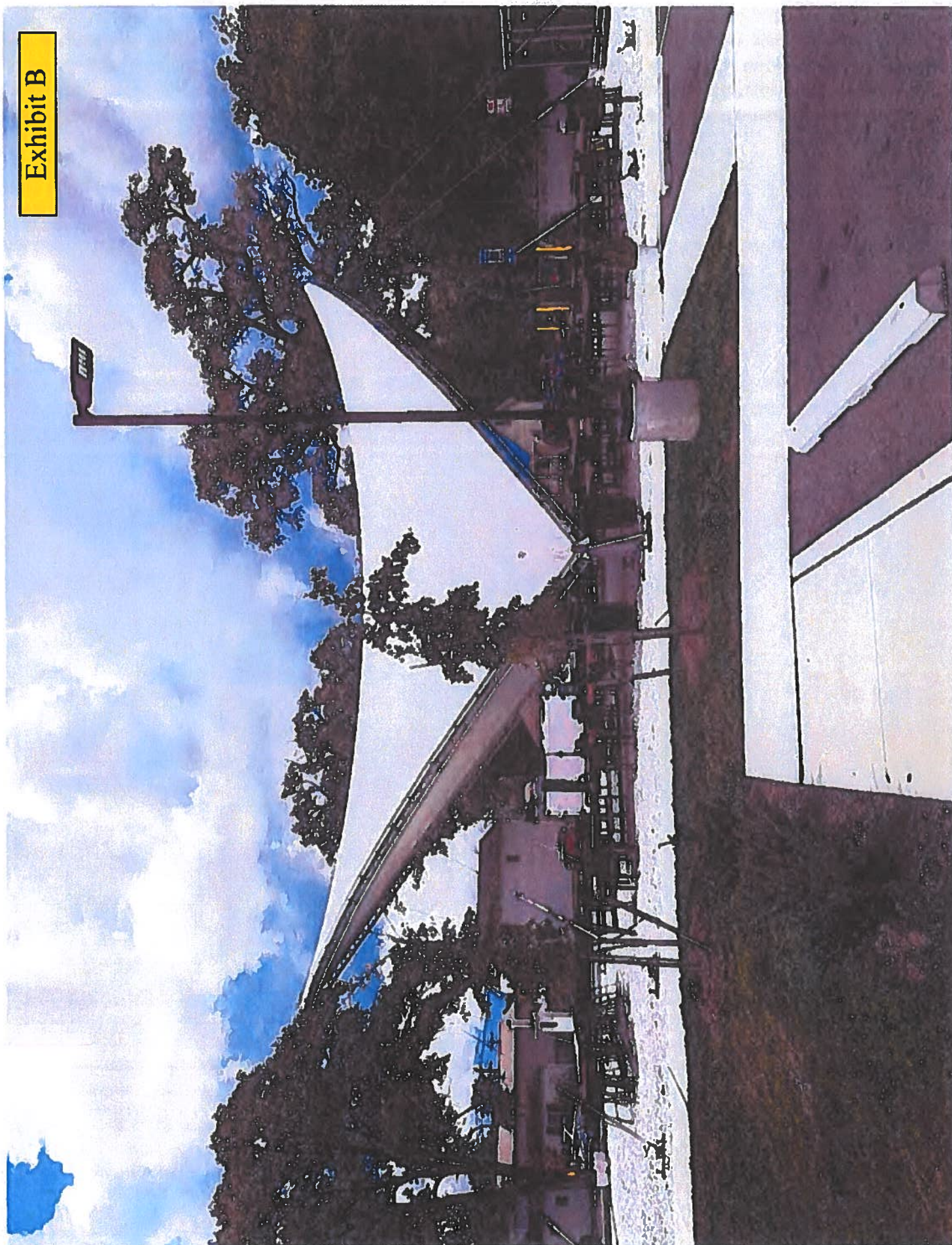
Economic Development	\$	-	
TOTAL ECONOMIC DEVELOPMENT			\$ -

TOTAL CAPITAL FUND EXPENDITURES

\$ 4,439,160

SECTION 2. BE IT FURTHER ENACTED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EASTON, that this Ordinance shall take effect as of _____, 2024.

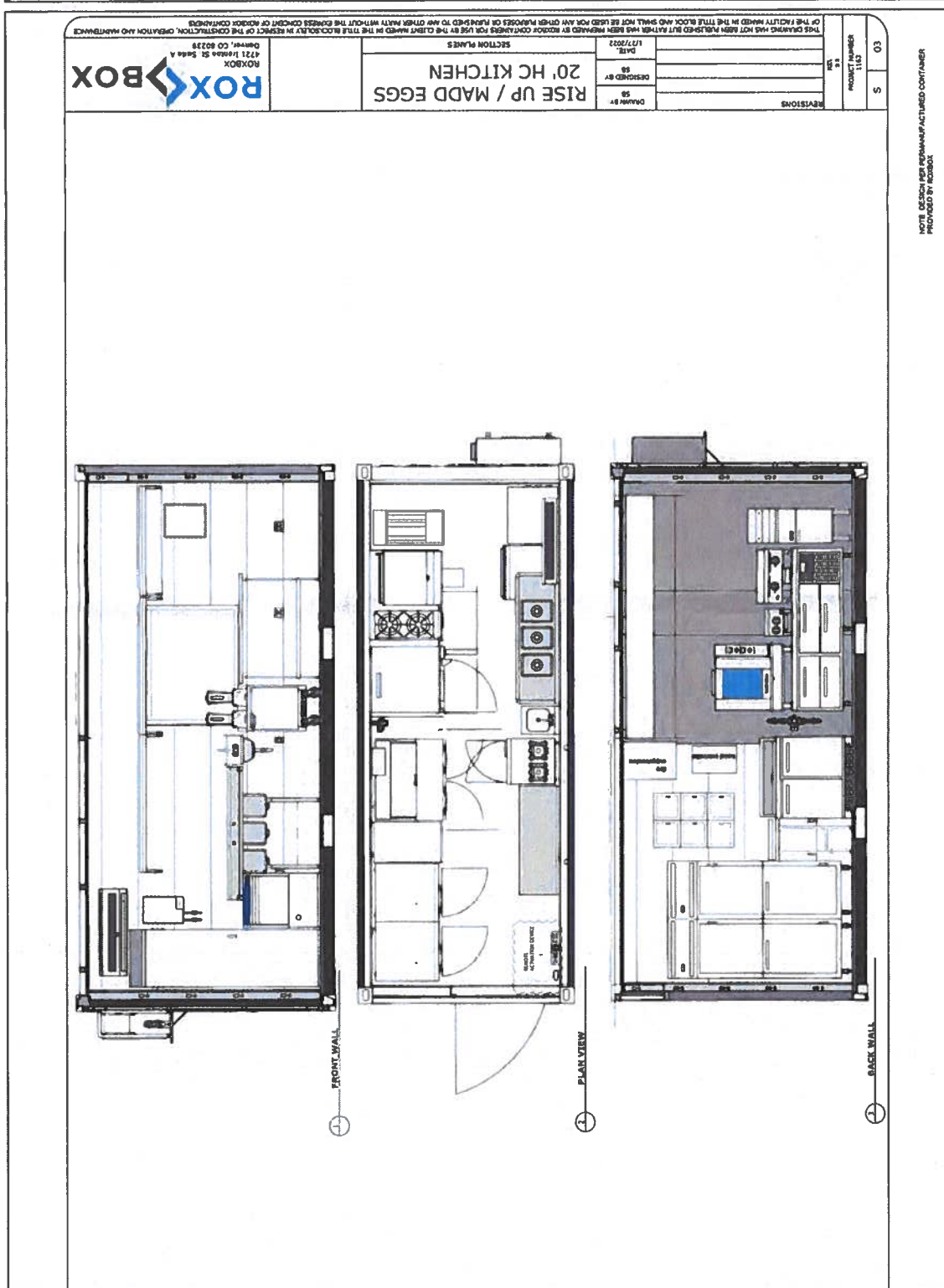
Exhibit B

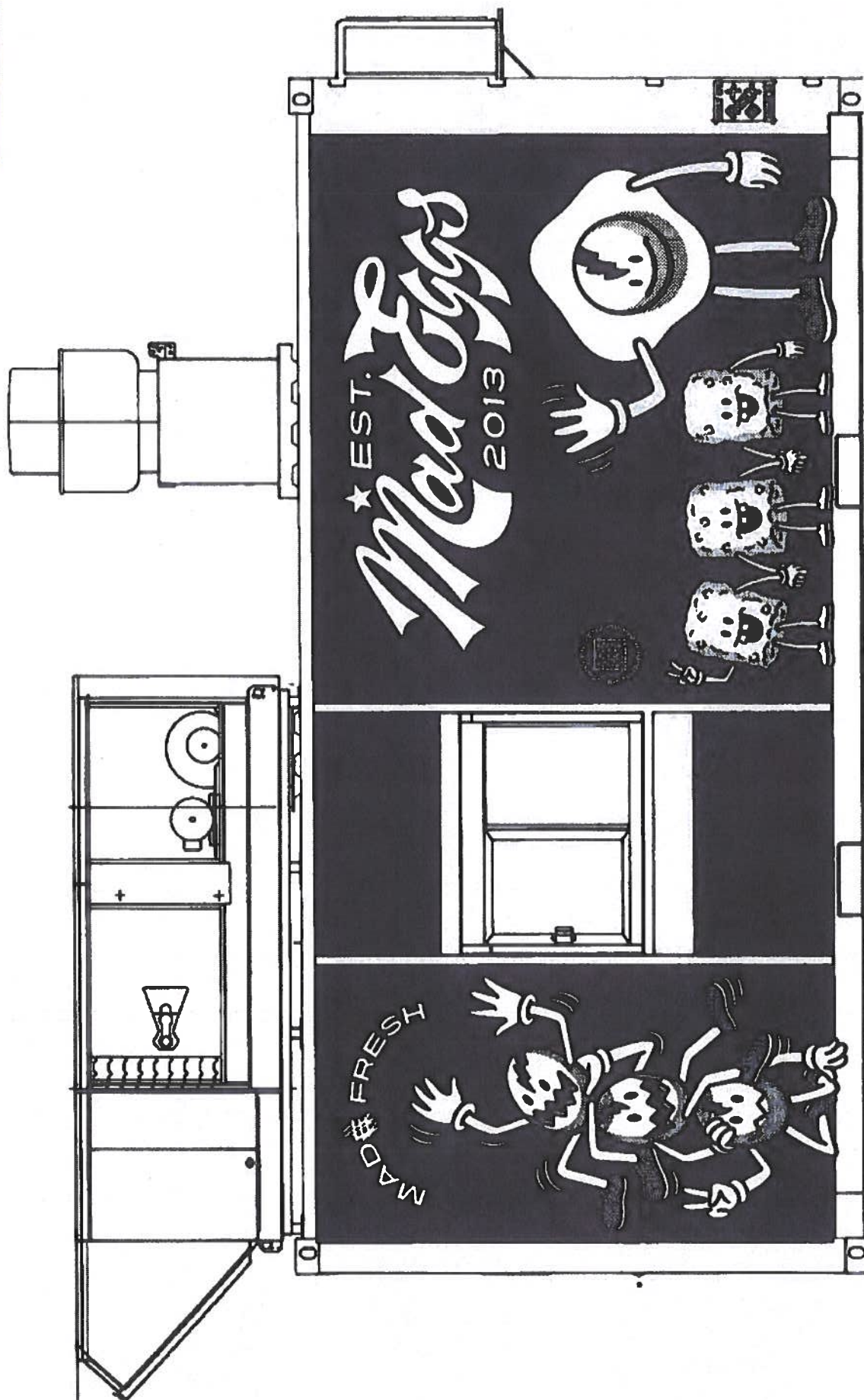


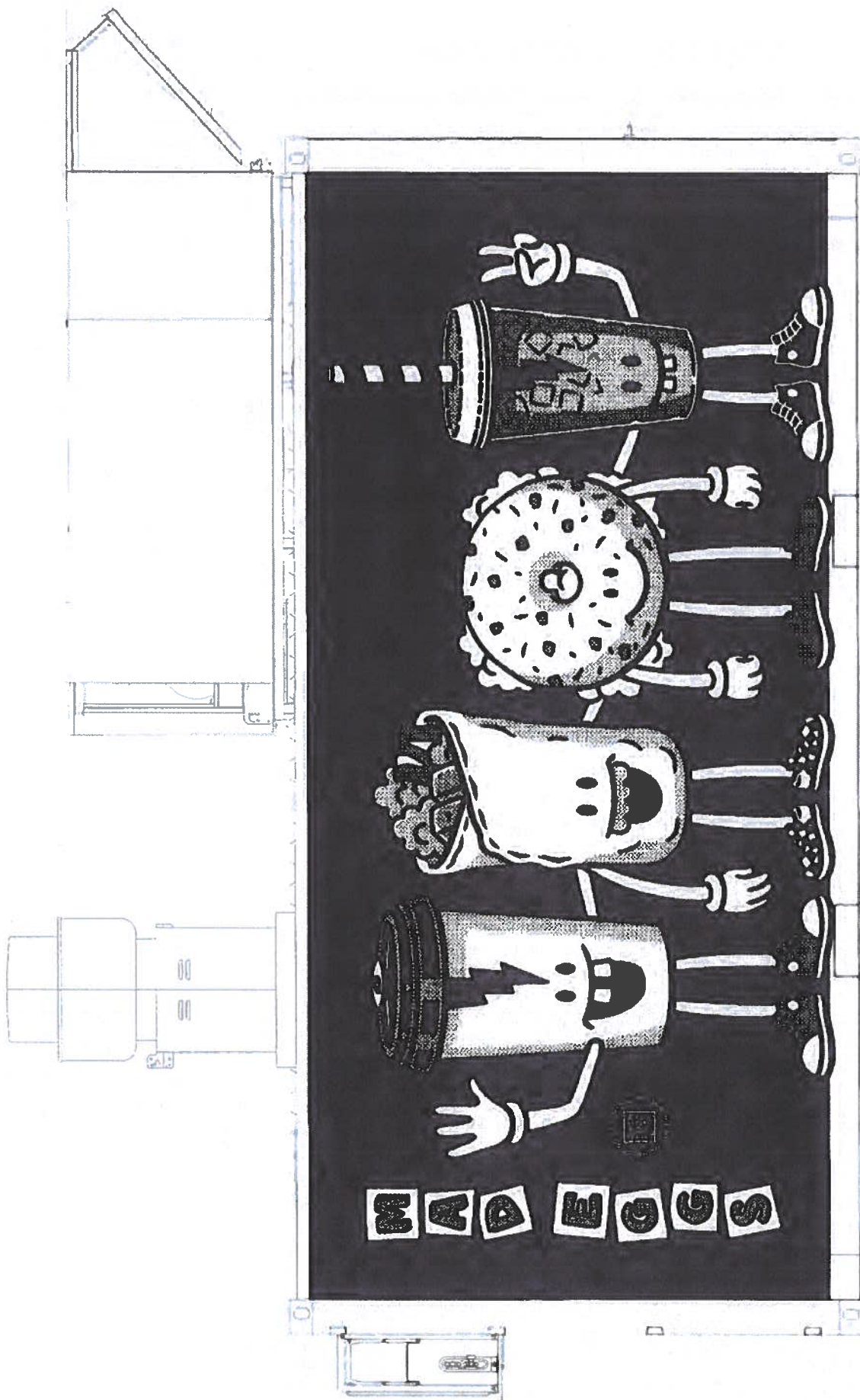
REVISIONS	DATE	DESCRIPTION	BY	CHKD BY
1	07/17/2022	DESIGNED BY		
2		CHKD BY		

PROJECT	DATE	PROJECT NO.	PROJECT NAME
RISE UP / MADD EGGS	07/17/2022	20' HC KITCHEN	20' HC KITCHEN

APPROVED RADCO SECTION PLANS Aug 04, 2022 \$ 03		NEW CONSTRUCTION PROJECT ADDRESS 4173 BRIGHTON ST. SUITE A ROXBOROUGH, CO 80238 EASTON RD 21801 MAD EGG		PROJECT NO. 19-001-22 DATE 04/15/2022 DRAWN BY DESIGNED BY CHECKED BY DATE	
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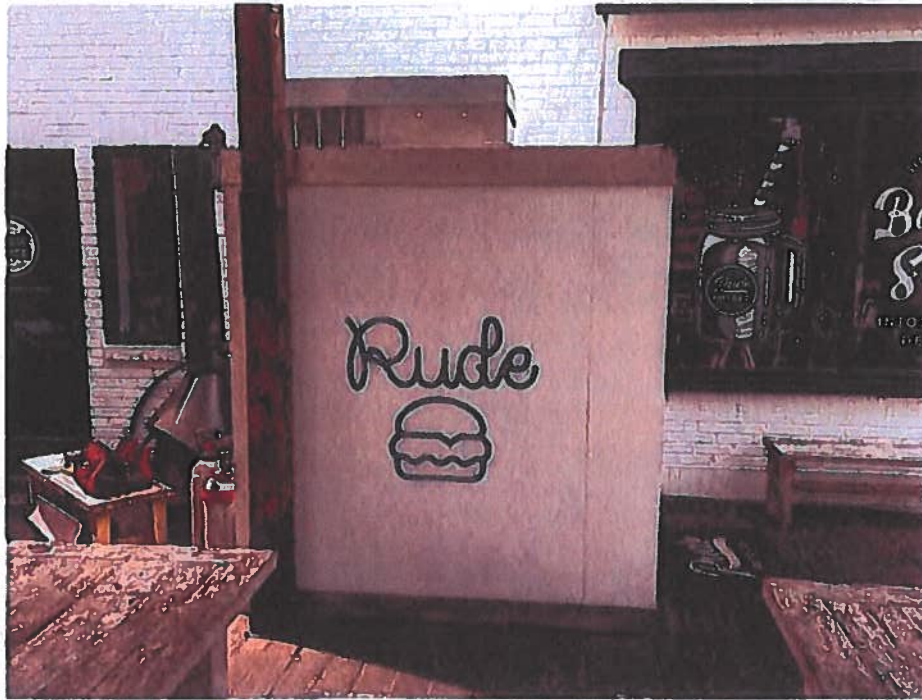


EXHIBIT “B” TO ORDINANCE NO. 806

IN THE MATTER OF : BEFORE THE
:
THE APPLICATION OF : EASTON TOWN COUNCIL
:
RISE UP COFFEE ROASTERS LLC :

FINDINGS OF FACT

During a meeting of the Easton Town Council held on November 6, 2023, a public hearing was held on the application of Rise Up Coffee Roasters, LLC (the “Applicant” and/or “Rise Up”) to amend an existing planned unit development (“PUD”) in the Town of Easton to authorize a permanent approval for a walk-in cooler, storage shed, shade structure, kitchen facility, walk-up café, kiosk, and bathrooms. The subject property is shown as Parcel 990 on Talbot County Tax Map 103 (the “Property”) which is known as 625 Dover Road, Easton. The Property is owned by Rise Up Dover Road LLC. The Applicant leases the property from Rise Up Dover Road LLC.

A. The PUD Amendment Application and the Public Hearing.

The Property is 1.09 acres more or less. The Property is located on Dover Road east of its intersection with Park Street. The Property is bounded on the north and west by residential properties and on the east by the Doverbrook Apartments. Across Dover Road and to the South is the existing Rise Up Coffee establishment and Park Place, a multi-use business building with a variety of businesses such as a pizzeria, the Department of Juvenile Services, a website design company, etc. Further to the southeast are additional residential properties. By Ordinance 715 effective October 23, 2017, a PUD was approved on the Property for an 8,000 square foot building to include a café, offices, and community meeting space for Rise Up Coffee. Rise Up has received temporary approvals from the Planning Commission pursuant to Section 28-1306 for a shade structure (tent), a portable restroom trailer, a kiosk, and a new kitchen facility, fabricated from a shipping container referred to as the “Mad Eggs” facility. The Planning and Zoning Department also granted temporary approval for a walk-in cooler and storage shed. With this PUD amendment, the Applicant is seeking permanent approval for the currently temporary approvals including the seasonal shade structure (tent) that is approximately 39’ x 58’, the “Mad Eggs” kitchen facility that is a repurposed shipping container approximately 8’ x 12’, a walk-up café of similar size, a walk-in cooler that is approximately 8’ x 12’, a storage shed that is approximately 12’ x 24’, a dual drive thru kiosk that is 8’ x 12.5’, and a restroom trailer that is approximately 6’ x 24’. The Planning and Zoning Department determined that the proposed amendment was a material change to the original PUD approved. The application was reviewed by the Planning Commission at its

August 17, 2023 and October 19, 2023 meetings. The Planning Commission found the proposed PUD to be consistent with the Comprehensive Plan and unanimously recommended approval of the PUD to the Town Council with 9 proposed conditions. One of the conditions related to the Applicant being required to receive staff approval for a more modern shed design that conforms to the architecture of surrounding buildings on the Property. The Applicant has since submitted and received approval by staff of the more modern shed design. The PUD site plan, along with photographs and floor plans, are Exhibit “A” to the ordinance to which these findings relate (the “PUD Plan”). The details of the PUD and the Council’s reasons for supporting the PUD are set forth below.

The Applicant was represented by Zach Smith, Esquire, who presented both testimonial and documentary evidence in support of the application. Following the close of the public hearing, during its regularly scheduled meeting on November 6, 2023, the Town Council developed a consensus concerning the application. The Council instructed the Town Attorney to prepare findings of fact reflecting these opinions and comments. In so doing, the Town Attorney has reviewed the evidence presented to the Council solely in the context of this application in order to set out the basis for the Council’s decision.

B. Legal Background.

The Town of Easton Zoning Ordinance (the “Ordinance”), which is Chapter 28 of the Easton Town Code, establishes the Planned Unit Development (PUD) Zoning District for “carefully planned residential, mixed use and certain commercial developments at appropriate locations” in Easton.

The standards and regulations for PUD districts are found in Article VII of the Ordinance. Section 28-701.A of the Ordinance explains that the PUD regulations are intended:

. . . to allow all aspects of a PUD District to be subject to public review and control by the Town with specific provisions to be made on a case-by-case basis for adequate open space, architectural appearance, the height, bulk and location of buildings, required public facilities, and a variety of housing types, densities, and/or compatible commercial or industrial uses as a part of a detailed development plan.

Section 28-701 sets out various development standards and procedures and, finally, establishes the standards by which PUD applications are reviewed by the Town Council. Section 28-701.C sets forth the uses that are permitted in a PUD District. Specifically, Section 28-701.C(2) provides that commercial uses are permitted in a PUD District, where the base zoning district is any “R” district, but they should be “oriented to benefit the residents of the community and the Town.” Section 28-701.G articulates eight specific development standards plus some additional developments standards that vary according to the type of PUD proposed.

The PUD application procedure is described by Section 28-701.H. Section 28-701.I provides that amendments to approved PUD applications that are deemed material changes shall follow the same procedure set forth in 28-701. Upon receipt of a written recommendation by the Planning and Zoning Commission, the Council shall conduct a public hearing on the application. The Council shall consider, but is not bound by, the recommendation of the Commission. The Ordinance establishes nine standards that must be met as precondition to granting an application. If the Council affirmatively finds that all preconditions have been met, the Council is then authorized but not required to grant the application. In making its decision, the Council:

“may consider, in addition to the factors outlined above [i.e., the criteria set out in Section 28-701.H(3)B], other factors it deems appropriate including but not limited to the degree to which the proposed development:

1. helps accomplish the coordinated, adjusted, and harmonious development of the Town and its environs in accordance with present and future needs;
2. promotes health, safety, morals, order, convenience, prosperity, and general welfare; including among other things, adequate provisions for traffic, the promotion of public safety, adequate provisions for light and air, conservation of natural resources, the prevention of environmental pollution, the promotion of the healthful and convenient distribution of population;
3. exemplifies good civic design and arrangement and the stewardship of the Chesapeake Bay and the land as a universal ethic;
4. encourages the conservation of resources, including a reduction in resource consumption;
5. is located in a location suitable for its given existing and reasonably foreseeable development; and
6. encourages appropriate and sustainable economic growth.”

These six enumerated standards are paraphrases of the statement of intent of the Ordinance found in Section 28-103. In short, the Ordinance sets out a two-step decision-making process: first, the Council must determine whether or not an application satisfies certain minimum criteria and, if it does, then the Council considers whether to grant or deny the application based upon relevant factors including the degree to which the application satisfies the standards enunciated by the General Assembly as goals for land use planning in this State.

C. Does the Proposed Development Meet the Minimum Criteria

Set Out in the Easton Zoning Ordinance for PUD Development?

As required by Section 28-701.H(3)A of the Ordinance, the Town Council makes the following findings of fact with regard to the application:

1. The Town Council finds that the Property was properly posted and that adequate legal notice of the public hearing was published in the Easton Star-Democrat.

2. The Town Council finds that the proposed development conforms to applicable standards set forth in this Zoning Ordinance for planned unit developments. The Town Council finds that the continued use of the site as a café is consistent with and permitted under the previously approved Ordinance 715. Additionally, the Town Council finds that the development standards set forth in Section 28-701.G of the Ordinance are satisfied as follows:

- (1) The land comprising the Property is in one ownership. Specifically, the Property is owned by Rise Up Dover Road LLC.
- (2) The Property is of a configuration suitable for the development proposed. The site includes 1.089 acres and has direct access onto Dover Road. The planned layout and site design proposed provide for a functionally designed commercial site.
- (3) Public water and sewer systems are available to the Property for service of the PUD.
- (4) The Property is adjacent to adequate transportation facilities capable of serving existing traffic and that is expected to be generated by the proposed development. The PUD site has frontage on Dover Road with two access points on Dover Road. The Property is walkable to the downtown, and is very close to the Town's Rail-Trail network for pedestrian and bicycle access.
- (5) The Applicant intends to begin construction of the development within one (1) year after final approval of the PUD.
- (6) Bulk standards (setback, lot size, lot coverage, and yard requirements), are hereby established as depicted to remain the same as the original PUD approval and are as follows:

The minimum front and rear setback shall be 25 feet. The minimum side setback shall be 8 feet. The maximum height shall be 40 feet. The parking setback shall be 8 feet.

- (7) Off-street parking spaces are provided in compliance with Section 1001 of the Zoning Ordinance. Specifically, the current design requires a maximum of thirty-five (35) on-site parking spaces. Though the existing parking spaces exceed the maximum requirement by eight (8) parking spaces, staff recommends the existing spaces remain for the potential construction of the originally proposed building.
- (8) The provision regarding the location of parking areas for major retail and shopping center uses is not applicable.
- (9) The PUD is considered PUD-Infill. As such, the minimum and maximum size, residential density, and minimum open space requirements for PUD-Infill are potentially applicable to the site. Specifically, the property is 1.098 acres which is below the maximum size of 5 acres. There is no minimum size for PUD-Infill. The residential density limitations are not applicable to this project. The proposed project does satisfy the 30% common open space requirement with a proposed common open space of 38.62%. The Applicant, or its successors in interest, will be responsible for the continued maintenance of the open space areas.

In summary, as is more specifically set forth above, the Town Council finds that the proposed PUD complies with applicable Development Standards in the Ordinance.

3. The Town Council finds that the proposed PUD amendment is more innovative than conventional development and will provide greater public benefit without additional probable significant adverse impacts to public health, safety or the environment. The Town Council finds that the design and configuration of the proposed site improvements create an interesting and desirable sense of place that is trendy, unique and that compliments the Rise Up brand and its facility located at 618 Dover Road. Rise Up Coffee is a well-established local brand within Easton that is widely supported by the community. The site improvements are generally already in place pursuant to the temporary approvals, and appear to have been well received and utilized by the public thus far. The development provides convenient access to desirable food and beverage products, along with an outdoor seating area that provides fresh air and a place for members of the community to come together.

4. The Town Council concurs with the recommendation by the Planning Commission to approve the proposed PUD amendment.

5. On August 17, 2023 and October 19, 2023, the Easton Planning and Zoning Commission voted unanimously to issue a favorable recommendation regarding the PUD Plan's consistency with the Town's 2010 Comprehensive Plan (the "Plan"). The Planning Commission's recommendation is reported by September 8, 2023 and October 24, 2023 letters to the Mayor and Town Council. Based upon the recommendation of the Planning

Commission and information contained within the record, the Council finds that the proposed PUD amendment conforms to the Town's Comprehensive Plan.

The Plan is intended to serve as the guide for land use decisions of the Town and articulates many broad policy issues and objectives intended to apply on a town-scale. As is the case in many instances, there are statements that support the PUD Plan and also statements that do not. The Future Land Use Map recommends a residential use for this Property. However, this area has the potential to establish a high design standard for what is a major gateway into Easton's Downtown and the Hill with a use that is compatible with and oriented to benefit the residents of the community and Town. The Comprehensive Plan encourages "convenient, appropriately scaled commercial services to support neighborhood needs." (Plan p. 120). This is also infill and redevelopment, which is preferred and one of the fundamental tenets in the Comprehensive Plan over new "greenfield" development.

For these reasons, the Town Council finds that even though there are statements to the contrary, in general, this application is consistent with and supported by the Comprehensive Plan.

6. The proposed PUD, in conjunction with existing and reasonably anticipated development in the neighborhood surrounding the site for the proposed PUD, will not interfere with the adequate and orderly provision of public services to the area. Public utility systems already exist and serve the Property. Nothing proposed will interfere with the continued provisions for public services in the area.

7. The Town Council finds that the proposed PUD will not cause unacceptable traffic congestion or hazards either in or near the site for the proposed PUD development or elsewhere in the Town or Talbot County. The Property is accessed off of Dover Road, and has two previously approved and established vehicular access points. The Property has been used as a café under temporary approvals for several years, and there have been no apparent traffic issues. Customers that frequent Rise Up are already traveling in this area to access the existing operations at the Property and/or 618 Dover Road. Upon the completion of the additional site improvements, customers generally will not access 618 Dover Road, thereby eliminating the need for Rise Up customers to traverse across Dover Road to move between the café and the outdoor seating area, as with this PUD both components will be located on the Property. The Property is improved with existing parking facilities, which appear sufficient to accommodate Rise Up patrons. The coffee kiosk is located towards the rear of the site, and allows for ample off-street maneuvering and stacking space for customers. The Property is also walkable to the downtown and other amenities, and is in close proximity to the Town's Rail-Trail.

8. The record contains no indication that there are any features of ecological, historical, or cultural significance on the Property, and the Council so finds. The Property has previously been improved by stormwater management techniques and practices that comply with State and local regulations and that protect sensitive, downstream resources.

9. The Town Council finds that the proposed PUD is compatible with existing development in the surrounding neighborhood and with development reasonably anticipated to occur in the neighborhood in terms of size, scale, design, and appearance. The proposed site improvements are generally already in place pursuant to the temporary approval, and appear to have been well received by the community and compatible with the character of the surrounding area, particularly the aesthetics of the Rise Up facility located at 618 Dover Road. Additionally, the size, scale, location and configuration of the improvements appear generally compatible with other nearby commercial and residential structures.

10. The proposed PUD will not adversely affect the value of property in the neighborhood surrounding the site. The redevelopment of the Rise Up Coffee facility at 618 Dover Road and the current use of the Property under the temporary approvals have been a positive boost to the neighborhood. It is expected that the permanent approval of the proposed site improvements will continue that trend. The Council finds that the proposed PUD will not adversely affect, and may enhance, the values of other parcels in the neighborhood surrounding the Property.

D. Should the Town Council Exercise Its Legislative Discretion To Grant The Application?

The Council finds that the Applicant has met the minimum criteria for granting a PUD application. The Council has further concluded that it is appropriate for it to exercise its legislative discretion to grant the application.

The Council finds that the proposed PUD Amendment helps accomplish the coordinated, adjusted, and harmonious development of the Town and its environs in accordance with present and future needs and is located in a location suitable for its given existing and reasonably foreseeable development. This PUD Amendment provides infill development that adjoins an established street and infrastructure network. It provides the Town with a unique and innovative design at a major gateway to the downtown. Based on the foregoing, the Town Council finds approval of the PUD to be in the public interest, subject to the conditions set forth below.

E. Conditions.

The following conditions are binding on the Applicant and any successor developer(s) of the land located within this PUD district:

1. The Applicant shall provide a visual buffer/screening along the rear property to the satisfaction of the Town Planning Department.
2. The Town Council incorporates the conditions recommended by the Planning Staff. The compliance with these conditions shall be at the discretion of the Planning

Commission, and the Planning Commission shall have the authority to approve minor amendments to these conditions should they determine it is reasonable to do so. The conditions are as follows:

- (a) The shade structure shall be erected seasonally during the period of March 1st through November 30th, and shall be taken down and stored offsite from November 30th through March 1st.
- (b) Upon disassembling the shade structure, all tripping hazards shall be removed as deemed necessary by the Building Inspection Division.
- (c) Music or other amplified sounds from the loudspeakers shall not play prior to 8 a.m. or after 7 p.m.
- (d) The restroom, tables and chairs may all remain in place and ready for use.
- (e) The Applicant shall obtain a building permit for the Mad-Eggs facility and walk-up café, walk-in cooler and storage shed and shall obtain additional approval from the Fire Marshall, Talbot County Health Department, and Easton Utilities Commission.
- (f) The Applicant shall submit As-Built drawings for review by the Town's Engineering Department to close out the grading permit.
- (g) Upon installation of the "Mad Eggs" kitchen facility, the Town Planner may determine that mechanical equipment screening at the top of the structure is necessary and shall retain the right to seek approval/denial from the Planning Commission.
- (h) The Applicant shall return to the Planning Commission to review and/or determine if redesign of the graphics and/or additional screening of mechanical components is necessary for the "Mad Eggs" facility.

VOTING TO GRANT THE APPLICATION:

Maureen Curry

Don Abbatiello

David Montgomery

Rev. Elmer Davis

Frank Gunsallus, President

ORDINANCE NO. 806

AN ORDINANCE OF THE TOWN OF EASTON GRANTING THE APPLICATION OF RISE UP COFFEE ROASTERS LLC FOR A PLANNED UNIT DEVELOPMENT AMENDMENT UNDER THE PROVISIONS OF THE EASTON ZONING ORDINANCE

INTRODUCED BY _____

WHEREAS, the Town of Easton is authorized by the Land Use Article of the Maryland Annotated Code (the “Code”) to enact and administer a zoning ordinance, which ordinance is Chapter 28 of the Easton Town Code; and

WHEREAS, the Town is authorized by Section 4-201 *et seq.* of the Land Use Article of the Code to divide land within the municipal boundaries into zoning districts in a manner it deems best suited to execute the purposes of the Land Use Article; and

WHEREAS, Section 28-701 of the Easton Zoning Ordinance authorizes the Easton Town Council to approve, deny and amend Planned Unit Development (“PUD”) zoning districts in order to encourage the development of land in certain areas of the Town according to a total development concept incorporating a detailed development plan; and

WHEREAS, Rise Up Coffee Roasters LLC submitted an application to amend an existing PUD as described in the Town Council’s findings of fact supporting this Ordinance and shown in detail on the plans referenced and attached hereto as Exhibit “A” (collectively, the “PUD Plan”). The PUD Plan is attached hereto as Exhibit “A” and the Findings of Fact are attached hereto as Exhibit “B”; both are incorporated herein.

WHEREAS, the Easton Town Council held a duly noticed public hearing regarding the PUD application and this Ordinance on November 6, 2023; and

WHEREAS, for the reasons expressed in the findings of fact of the Town Council, which are attached to this Ordinance as Exhibit “B”, the Town Council concludes that the request for the PUD should be granted.

NOW, THEREFORE, the Town of Easton hereby ordains:

Section 1. The Findings of Fact attached hereto as Exhibit “B” are hereby incorporated into this Ordinance by reference.

Section 2. The application of Rise Up Coffee Roasters LLC to amend an existing PUD as depicted by Exhibit “A” and described by Exhibit “B” is hereby approved subject to the conditions set forth in Exhibit “B”.

Section 3. Severability. The Easton Town Council intends that, if a court of competent jurisdiction issues a final decision holding that any part of this ordinance is invalid, the remaining provisions hereof remain in full force and effect.

Section 4. In accordance with Article II, Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor’s veto.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2023

EXHIBIT "A"

The following materials are referred to collectively as the "PUD Plan":

1. PUD Site Plan entitled "**RISE UP COFFEE ROASTERS 615 DOVER ROAD EASTON MARYLAND 21601**" prepared by Davis, Bowen & Friedel Inc. originally dated April 28, 2022 (Exhibit A to application); and
2. Photos of the shade structure (Exhibit B to application), interior and exterior elevations for the Mad Eggs facility (Exhibit C to application), exterior graphics for the Mad Eggs facility (Exhibit D to application), photo of similar walk-in cooler (Exhibit F to application).

COPIES ARE ON FILE AT THE TOWN OFFICE



ELECTRIC SERVICE TARIFF

TERMS, CONDITIONS AND RATE SCHEDULES

(This Electric Service Tariff Supersedes P.S.C. Md. No. 10 together with all supplements)

Latest Revision:

Easton Utilities
201 N. Washington Street
Easton, MD 21601
(410) 822-6110

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RULES AND REGULATIONS

PART I – GENERAL

A. Definition of Terms

The words listed below shall have the following meanings when used in this tariff:

Account – An account is at least one metered or unmetered rate or service classification which normally has one electric delivery point of service. Each account shall have only one electricity supplier providing full electric supply requirements for that account. A premises may have more than one account.

Aggregator– 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 – 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.

Applicant – Any person, corporation or other entity that: (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff.

Commission – Maryland Public Service Commission

Company – Easton Utilities Commission d/b/a Easton Utilities

COMAR – Code of Maryland Regulations

Contribution in Aid of Construction An amount of money or its equivalent provided to the Company by a Customer or Applicant toward construction of utility plant. These amounts shall be credited to the accounts charged with the cost of such construction.

Customer – Any adult person, partnership, association, corporation, or other entity: (i) in whose name an account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc. and (iii) who is primarily responsible for payment of bills.

Customer Charge – A charge designed to recover the costs the Company incurs for providing such services as metering, reading the meter(s), providing dedicated delivery service and billing the Customer's account. This charge is charged at every meter.

Demand – The rate of use of energy during a specified time interval, expressed in kilowatts.

Designee – Any adult person, partnership, association, corporation or other entity who is authorized by the Customer to receive their electric metered and billing data.

Distribution Facilities – Electric facilities owned by the Company that operate at voltages of 25,000 volts or below and are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

Extension – Portion of the Company’s electric distribution system from the Company’s existing electric system to the Customer’s lot line.

kW, kilowatt – 1,000 watts.

kWh, kilowatt-hour – 1,000 watts for one (1) hour, or 1,000 watt-hours

NESC – National Electrical Safety Code

PJM Interconnection, LLC or (“PJM”) – PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

Premises – A premises is one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered rate or service classes, each of which is an Account, that when totaled equals the entire electricity used at that one premises or site. . A premises may have more than one account with each account having one electric supplier providing full electric supply requirements.

Residence – Applicable to one family residence or one family apartment within the Company’s territory for electric service.

Service – Portion of the Company’s electric distribution system from the Customer’s lot line to their building.

Service Classification – Service is classified as one of the following rate schedules offered by the Company: Residential Service, General Service, Street and Highway Lighting, or Biomass, Solar and Wind Electric Generation.

Universal Service Program and Charge – A fund established under the Electric Customer Choice and Competition Act of 1999 which is used for low income fuel assistance and weatherization programs within the Company’s service territory.

B. Filing and Posting

This Electric Service Tariff is supplemental to the “Regulations Governing Service Supplied by Electrical Companies” of the Maryland Public Service Commission and comprises the Rules and

Regulations of service and the Service Classifications under which electricity shall be delivered and supplied to its Customers by the Company. The

Tariff is part of every contract for service. A copy of this Tariff is on file with the Maryland Public Service Commission and open for inspection in each of the offices of the Company, as well as on the Company's website.

C. Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of the Public Service Commission, and Local, State and Federal Law. Such changes, when effective, shall have the same force and effect as the present Tariff..

D. Statement of Agents

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

E. Rules and Regulations

The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically stated by a Service Classification. Subject to the approval of the Commission, the Company shall have the right to interpret and determine the applicability of such rules and regulations.

F. No Prejudice of Rights

The failure by the Company to enforce or the decision not to enforce any of the provisions of this Tariff shall not be deemed a waiver of the right to do so.

G. Gratuities to Employees

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered.

H. Resolution of Disputes

When an Applicant or Customer has an issue to resolve with the Company, they should first contact the Company to resolve the issue. The Company and the Applicant or Customer shall use good faith and reasonable efforts to informally resolve the issue. If the Applicant or Customer wishes to file a formal complaint to resolve a dispute involving the Company, they may do so through the use of the procedures of the Maryland Public Service Commission.

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PART II – APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

An application for service is required from each Customer. This application, when executed by the Company constitutes the contract between the Company and the Customer, subject to the terms of the applicable Service Classification, and these Rules and Regulations. Charges for service shall begin at the time service is made available to the Customer.

B. Right to Reject Application

The Company may reject any application for service if the Applicant does not meet all the requirements of the Rules and Regulations of this Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service, in writing if requested.

C. One Point of Delivery

The Service Classifications of this Tariff, unless otherwise stated, are based upon the service to a single metering point. The Company shall provide only one metering installation for each class of service. The use of service at two or more separate properties shall not be combined for billing purposes.

The Company reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to non-residential customers having extensive operations in a contiguous area. Where the Customer desires an extra delivery circuit, the Customer shall pay the estimated costs of the additional facilities, including any applicable taxes associated with Contribution in Aid of Construction or otherwise.

D. Service at New Locations

Service at new locations shall be rendered only when all bills for service to the Customer at any other locations have been paid, or credit arrangements satisfactory to the Company have been made.

E. Distribution of Customer's Metered and Billing Data

Upon the Customer's request, the Company will provide one year of Customer's historical electric metered and billing data to the Customer or its designee at no charge. Requests for broader information may be provided at actual cost.

F. Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification. Where large or special investment is necessary for delivery service, or where service is to be used for temporary, or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required. The size of any required Contribution in Aid of Construction shall include all applicable taxes.

G. Temporary Service

Temporary Service is service, ordinarily not recurrent in nature, required for temporary construction power, structures or locations. Temporary Service shall be rendered only when and where the Company has the necessary facilities available to render the service applied for, without detriment to the service of other Customers.

The Customer shall pay in advance the estimated cost of installation and removal of required facilities installed for the sole purpose of the temporary service. A deposit may be required, in advance, sufficient to cover the installation and removal, materials not returnable, and the estimated cost. Where facilities are endangered by construction or proposed usage, the Customer may be required to own and maintain the transformers.

Temporary Service is available under Service Classification "GS-S", on a short-term basis. The minimum monthly bill for this Service shall be as specified under the provisions of classification "GS-S". The Customer is required to inform the Company in writing when Temporary Service is no longer needed.

H. Rights-of-Way/Permits

I. General

The Applicant requesting electric delivery service shall furnish, without expense to the Company, suitable rights-of-way or permits in a form approved by the Company for the installation of facilities on, over, under and across the premises of the Applicant for the

purpose of providing electric delivery service to the Applicant and to the premises and other users in the vicinity.

If it is necessary to acquire such rights or permits from others, such as abutting property owners, lessors, railroads, etc., in order for the Company to serve the Applicant, then the Applicant shall be responsible for obtaining such rights or permits as the Company deems necessary.

Where, due to the nature of the property to be served, the Company finds the exact boundaries are of critical importance, the Applicant shall locate and mark such boundaries by an approved method and to the reasonable satisfaction of the Company.

The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for all residential-subdivisions, buildings, structures, or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

The Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the Company, said clearing to be completed in reasonable time to meet service requirements. The Company shall be responsible for any additional tree trimming required for the clearance and safety of its facilities.

The construction area as designated by the Company shall be graded to within six (6) inches of final grade before the Company will commence construction. Grade stakes shall be provided within ten (10) feet of any planned utility equipment or buried facilities.

If subsequent to construction start-up, the Company is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise, shall be borne by the Applicant, its successors or assigns.

The Company shall own, operate, and maintain underground and overhead distribution lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation by the Company.

The Company is not responsible for damages to Customer owned facilities located in any rights-of-way.

The Company is not responsible for any underground facilities not located under the Miss Utility Law.

2. *Required Property Information*

The Applicant shall furnish in a format acceptable to and required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items.

showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

I. Hazardous Conditions

The Applicant shall notify the Company of any hazardous conditions which employees may encounter on the customer's property while installing or maintaining service. Where hazardous conditions exist which may impact the welfare of Company employees, the Company reserves the right to withhold service or require the Applicant to provide a non-hazardous route for necessary service facilities. The Applicant shall be responsible for all estimated costs required of the Company to meet applicable environmental or other hazardous condition laws required of our employees specifically for installation of the Applicant's service.

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PART III – CUSTOMER’S DEPOSIT

A. Customer’s Deposit to Guarantee Payment of Final Bills

The Company may require a deposit from an Applicant or an existing Customer for each account until satisfactory credit is established in accordance with the COMAR to guarantee payment of final bills for service rendered. The Company reserves the right to hold either an aggregate deposit for all deposits for all accounts for a single Customer or multiple deposits for separate accounts for a single Customer. Where the Company holds more than one deposit for separate accounts for the same Customer, the Company shall administer each deposit individually. A Residential deposit shall not be more in amount than two-twelfth (2/12) of the estimated annual applicable revenue or as may be reasonably required by the Company in cases involving a service for short periods. Non-Residential deposits are calculated in accordance to COMAR. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

Required deposits may be deferred at the Customer’s Request to the first month’s bill or may be paid in installments over three (3) consecutive monthly billing periods. Customers with a prior unpaid balance may be required to pay the full deposit prior to establishing new service.

Simple interest on deposits at a rate established annually by the Maryland Public Service Commission shall be applied annually as a credit to the Customer’s account. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer’s last known address the deposit is no longer required.

Deposits shall be refunded after one (1) year for Residential deposits and after four (4) years for Non-Residential deposits and after satisfactory credit has been established. Satisfactory credit for Residential deposits is defined as (i) payment of the last twelve (12) consecutive monthly bills without more than two past due bills (ii) no disconnects for non- payment and (iii) without an outstanding unpaid previous balance. Satisfactory credit for Non-Residential deposits is defined as payment of the twenty-four (24) consecutive monthly bills.

All deposits shall be collected and administered pursuant to the requirements set forth in the COMAR.

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PART IV - PAYMENT TERMS

A. Billing Period

The rates are stated on a monthly basis and bills are rendered monthly following the delivery of service based on electric meter readings.

B. When Bills are Payable

All bills are due and payable upon presentation. The bill due date is generally calculated as the bill issue date plus twenty-one days.

C. Estimated Bills

When the Company's meter reader is unable at any regular reading date to read the Customer's meter, the Company may estimate the Customer's electric usage and render an estimated bill.

D. Returned Payments

Payments received in payment of any bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of (see Appendix A) per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned payment and the charge shall be mailed to the Customer by first class mail.

E. Late Payment Charge

Bills are due and payable upon presentation. If payment is not received by the Company prior to the next scheduled billing date, a late payment charge of one and one-half percent (1.5%) of the unpaid balance, less applicable taxes and environmental surcharge shall be added to the next billing unless prohibited by law. The total late payment charge for any original balance shall not exceed five percent (5%).

The Company, upon request by the Customer, shall waive any one (1) late payment charge within the last twelve (12) consecutive billing months for residential Customers.

F. Alternative Payment Plan (APP)

Any Customer may request an Alternative Payment Plan (APP) to create an installment payment agreement as an optional means for payment of Service delinquent charges and to avoid service termination resulting from those delinquent charges. An APP is between the Customer and the Company, and guarantees payment by the Customer for the amount of the agreement over the specified period. APPs shall be made through an authorized Company representative. All requests for APPs are subject to Company approval and the Company may require these agreements to be signed by the Customer and by a Company-authorized employee. A service charge of one and one half percent (1.5%) per month may be applied on the unpaid balance due under this agreement. The balance amount of the agreement is not subject to the provisions of the late payment charge. Failure of the Customer to meet the conditions of this agreement including prompt payment of the current bill shall constitute a breach of this agreement and entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the Maryland Public Service Commission.

G. Budget Billing

Budget billing provides a payment plan which allows Customers to level monthly bills. The Budget Billing Plan is available to all Residential “R” and General Service Small “GS-S” Customers. “GS-S” Customers may be initially placed on the plan only in the billing months of April, May, October and November after having service for at least twelve (12) months Any such qualifying Customer who does not have a balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven (11) months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount billed to date.

H. Lien Charge

All amounts billed for service supplied by the Company to Customers who own and occupy the real property being supplied are subject to a lien being filed on the property if the account becomes delinquent, as stated in the Charter and Code of Easton, Maryland. Should a lien be filed by the Company, a charge will be levied against the Customer’s account. Proper notice of the lien filing shall be mailed to the Customer.

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PART V – ADMINISTRATION OF SERVICE CLASSIFICATION

A. Load Inspections

When the delivery of service is under Service Classifications which base the billing demand or minimum charge upon the Customer's load, the Company representative shall have access to the premises at reasonable times to inspect and measure the connected load.

B. Billing Changes

When demands are reassessed or redetermined, or power factor recomputed or remeasured, as the result of an investigation made at the Customer's request or by routine inspection, the change of billing to the new demand or power factor shall first apply to the bill for the billing period during which the investigation is made.

C. Company Assistance

The Company upon request shall assist the Customer in the selection of the most appropriate Service Classification, but the duty and responsibility of making the selection shall at all times rest with the Customer.

D. Changing Service Classifications

The Company reserves the right to change Service Classification based on actual customer usage.

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PART VI – CUSTOMER’S INSTALLATION

A. Customer’s Wiring

All of the Customer’s wiring and appurtenances shall be furnished and installed by the Customer.

The Company may delay the construction of an extension and/or service until the Applicant (or Applicants) has completed the wiring and installation of the equipment necessary to receive and use service.

B. Description of Installation

The Customer, before connecting or purchasing any substantial electrical equipment, shall present in writing to the Company a list of devices which are to be installed giving the location of the proposed installation, so the Company may advise the Customer of the character of the service the Company shall furnish and the point at which service shall be connected and metered.

In those cases where the Company deems it necessary, the Customer shall present in writing complete specifications of equipment, loads, location plans, vaults, cable runs, substations, and other data required, so the Company may advise the Customer of the character of the service the Company shall furnish, the point at which it shall be connected and metered and any other requirements associated with the special conditions of the service.

For secondary underground residential and general services, the Company will own and maintain all wiring to the meter point. For overhead residential and general services the Company is responsible for the wiring up to the weather head connection point. For all general and residential services, the meter socket shall be supplied and maintained by the Customer.

For primary service customers the terminus of the Company’s service from which the customer runs all wiring is, for the various types of supply, as follows:

- 1 Overhead with Customer owned Primary and Transformation: The Customers wiring shall terminate at the load side bushings in a ground level primary metering enclosure supplied by the Company. The Company shall be responsible for the primary riser and line side connections to the primary meter enclosure.
- 2 Overhead with Company owned Primary and Transformation: The Customer’s wiring shall terminate at any transformer secondary. The Customer, or their electrician, shall not enter any Company overhead line approach boundary as defined in the NESC without express written prior Company approval. The overhead line shall be deenergized where practicable or performed only by individuals specifically trained in overhead hot line work and authorized to enter an NESC approach boundary.

- 3 Underground with Customer owned Primary Transformation: The Customer's wiring shall terminate at the load side bushings in a ground level primary metering enclosure supplied by the Company. The Company shall be responsible for the primary line side connections to the primary meter enclosure.
- 4 Underground with Company owned Primary and Transformation: The Customer's wiring shall terminate at the transformer secondary. The Customer, or their electrician, shall not enter any Company equipment without express written prior Company approval.

Only the Company's representatives may make connections to any Company owned equipment.

C. Electrical Inspection

All new wiring and equipment and changes in wiring and equipment, shall conform to the standards of the National Electrical Code and those of local public authorities in force at the time.

The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.

D. Reverse Phase Relay

The Customer shall install at its expense a reverse phase relay of approved type on all motors or other equipment where a definite direction of rotation must be maintained.

E. Phase Protection

The Customer shall install at its expense suitable voltage or current type of devices which will protect its equipment from damage in the event of phase outages.

F. Motors

The Customer shall advise the Company of the proposed requirements of the type of motor and starting current of the Customer's equipment, as well as the voltage and phase of the service which are desired.

The Company reserves the right to refuse service to single phase motors rated five (5) horsepower or more and to polyphase motors rated less than five (5) horsepower and to polyphase motor installations having a total rating less than six (6) horsepower.

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PART VII– SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS

A. General

Services as used in this section refers to that portion of the Company's electric distribution system necessary to furnish permanent service from the Applicant's lot line to a residential building, mobile home or other commercial, industrial or multiple occupancy building. The Company's system facility from which the service is installed may be on public or private right-of-way. Services shall be installed either overhead or underground in accordance with the policies of the Maryland Public Service Commission, and shall be designed and constructed with sufficient capacity and suitable material which, in the Company's judgment, shall assure the Applicant shall receive safe adequate and reasonable electric service for the foreseeable future. Services to new residential buildings or mobile homes shall be made underground.

The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for all residential-subdivisions, buildings, structures or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

The Company, where system facilities are of adequate capacity and adjacent to the Applicant's premise, will provide, install, and maintain residential services, all to the point of connection with the Applicant's wiring. Such point shall generally be at or near the corner of the building nearest the point at which the electric service line enters the property to be served and must be such the service will be clear of obstructions and adequately supported. Any modifications requested by the Applicant must be approved by the Company. Services shall not be connected until satisfactory payments or credit arrangements are made to satisfy the charges detailed in this section.

The Company may require the Customer to provide and install at the Customer's expense suitable conduit on the line side of the meter where the Customer installs paving in areas such as roadways, driveways or patios prior to the Company's installation of its cable, or where the cable route is such that future maintenance, repair or replacement would likely require other than direct buried cable installation.

B. Applicant's Responsibilities and Requirements

The Applicant shall complete an application for electric service and provide a scaled site plan showing the proposed meter location and any underground obstructions prior to the Company beginning design. The Applicant shall be responsible to provide to the Company all of the following prior to the installation of the Company owned facilities:

- 1 Pay any required fees for new service.
- 2 Right of Way for Company owned facilities on and off property.
- 3 A completed and signed Construction Agreement.
- 4 Provide and install Company approved meter enclosure, at a location designated by the Company.
- 5 The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.
- 6 A path, clear of all obstacles, for the installation and maintenance of Company owned facilities.
- 7 The Applicant shall be responsible for the installation of all necessary conduits, manholes, and transformer pads on their property and they shall be installed in accordance with Company specifications.
- 8 The construction area, as designated by the Company, will be within six inches of final grade, unless otherwise agreed to by the Company.
- 9 Adequately mark and uncover existing and proposed privately owned facilities.

C. Service Installation

1. *Residential Service*

The Company shall provide, own and maintain residential services. The Applicant shall pay the Company a charge for such new service (see Appendix A). There shall be a minimum seventy-five (75) foot charge for single-family dwelling units. All other residential services shall have a thirty (30) foot minimum charge. Any such payments shall not be waived or refunded.

2. *Non-Residential Services*

The Company shall provide, own and maintain non-residential services. The Company's investment in Non-Residential Services and line extensions shall be limited to three times the related estimated annual service revenue. Where the estimated revenue does not justify the estimated costs of installation, the Applicant shall pay for all estimated costs associated with the service. Any such payments shall not be waived or refunded.

3. *Special Service Conditions*

The Applicant shall be responsible to provide a service path, clear of all obstacles for the installation and maintenance facilities. The path shall identify by a method approved by the Company. Where the Applicant requests the Company and the Company agrees, to install

facilities which are more costly than those normally furnished, the Applicant will be charged the difference in cost.

Where the Applicant, by virtue of site conditions, causes a more costly than normal installation or maintenance, the Applicant will be charged the difference in cost. The calculation of the difference in cost shall be based on a standardized costing approach that includes all costs, including but not limited to: actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs of permits and rights-of-way acquisition; corporate overheads (including engineering, supervision and administrative and general costs) and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise.

Where environmental or other hazardous conditions require special work practices to comply with applicable rules or laws, the Company reserves the right to withhold service until a clear non-hazardous access can be provided or to charge the Applicant the additional costs.

Service lines shall not be installed inside or under Applicant's residence or building. Where residential or building extensions have inadvertently covered existing services, Applicant will be charged for immediate relocation as maintenance is required.

When replacement or repair of privately owned services is necessary, the Company may, if agreed to by the Customer, make the necessary repairs or replacements. The Customer shall be charged for all costs incurred by the Company.

D. Modification or Relocation of Existing Services

Any modifications, changes or relocations of existing Company-owned services shall be made by mutual agreement of the Company and the Customer. The Customer shall be charged for such modifications, changes or relocations.

In the event the Company shall be required by any public authority to place underground or relocate any portion of the Company's electric system, The Customer at its expense shall make the necessary changes in the location of its facilities to accommodate such changes. If any extension or modification is required to an existing service, those costs shall be the responsibility of the Customer.

E. Transformer and Meter Installations

The Company shall make transformer or meter installations on easements and rights-of-way only as permitted by the regulations of the public authorities. The type of metering or load requirements may require the Customer to provide for the installation of transformer facilities on private property.

Non-residential transformer pads are installed by the Company and paid for by the Customer.

The Company shall be responsible for all line and load side transformer connections.

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PART VIII – METER INSTALLATIONS

A. Meters Provided and Owned by the Company

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement of the service provided under each contract.

B. Meter Locations

The Company shall designate the location of meter(s). Meter connections shall not be concealed by plaster, sheathing, landscaping or any other means. All meter locations are subject to periodic inspection and require a minimum of a three (3) foot clearance to satisfy meter reading, equipment maintenance requirements and emergency response.

For secondary or primary metered installation, the Customer shall provide on Customer's property, without charge to the Company, suitable space and an approved support, enclosure or other facility as required for mounting of metering equipment.

Where multiple meters are required, each meter position shall be clearly and visibly marked so each meter position is identified as to the location to which service is being supplied. Meters shall not be installed by the Company until this has been accomplished.

C. Right to Remove Company's Equipment

All meters, instrument transformers or other service equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

D. Reverse Registration

The Company may, by ratchet or other device, control its meters so as to prevent reverse registration.

E. Meter Tests

All meters shall be tested by the Company in accordance with its periodic test schedule and in a manner prescribed by the Maryland Public Service Commission. Meter tests performed at the request of a Customer shall be made in accordance with Part IX.

F. Residential Multiple Occupancy Buildings

Any new residential multiple occupancy building shall be individually metered for each occupancy unit that is individually leased or owned.

G. Unscheduled Meter Reading

When a Customer requires a meter reading of a non-demand meter on an unscheduled meter reading date, the Customer may be charged (see Appendix A) per meter for that special meter reading service per occurrence. When a Customer requires a meter reading of a demand meter on an unscheduled meter reading date, the Customer shall be charged on a time and material basis per meter, for that special meter reading service per occurrence. This special meter reading service shall be for data collection or informational purposes only. This service shall not be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Customer's additional expense.

H. Remote Reading Devices

The Company, at its discretion or upon request from a Customer may install remote reading devices, subject to availability. Remote reading devices shall be owned, installed and maintained by the Company. When requested by the Customer and approved by the Company, such installation may be made at cost payable by the Customer. The location of the remote reading device shall be subject to Company approval.

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PART IX – ADJUSTMENT OF CHARGES

A. Fast Watt-Hour Meter

Whenever a watt-hour meter in service is found to have a positive weighted average error, upon test made by the Company or the Maryland Public Service Commission, that is when it over-registers or is fast, in excess of two percent (2%), the Company shall credit or refund to the Customer an amount equal to the excess paid for the kilowatt-hours incorrectly metered. The refund shall be for the period the Customer received service through the meter, but for not more than the periods established below:

1. Known Date of Error – If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.
2. Unknown Date of Error – If the time at which the error first developed or occurred cannot be established, it shall be assumed the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter last tested, whichever is less.

B. Slow or Stopped Meter

When a meter is found, upon test made by the Company or the Maryland Public Service Commission, to have a weighted negative average error, that is when it under-registers or is slow, in excess of two percent (2%), or to be stopped, or in case of a polyphase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the Company, but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, the Company shall estimate the proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods or by such methods as the Maryland Public Service Commission may authorize or direct. Except in cases of tampering, theft, inaccessibility to the meter, or unauthorized overload, the Company shall bill the customer one-half of the unbilled error for a period of 3 months, unless the meter has been tested within that 3-month period, in which event the Company may bill the Customer one-half the unbilled error for the period since the meter was last tested.

C. Demand Meter

Whenever a demand meter is installed, the readings, or indications of which are utilized in computing the charges is found, upon test by the Company or the Maryland Public Service Commission, to be in error, in excess of the limits indicated below, the charges to the Customer shall be adjusted in the same manner as prescribed under watt-hour meters above.

<u>METER TYPE</u>	<u>LIMITS OF ACCURACY</u>
Integrated Demand Meters	$\pm 2\%$ of full scale reading
Lagged-Demand Meters	$\pm 4\%$ of final indication

D. Requests for Meter Tests

Upon request by a Customer, the Company shall test the Customer's meter provided such tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, the Company shall charge the Customer (see Appendix A) for testing a non-interval meter. For testing a demand meter, the charge shall be rendered on a time and material basis per interval meter tested. No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer, or its representative, may be present when the Customer's meter is tested. A written report of the test shall be mailed to the Customer within ten (10) business days after the completion of the test.

At the Customer's request, the Company will provide the Customer with the Company's time and material cost estimate for testing the Customer's demand meter, prior to the work being performed. If the Customer believes the estimate is unreasonable, the Customer and the Company will work together in good faith to identify a mutually-acceptable third party to perform the meter test where such alternative meter testing shall meet the Maryland Public Service Commission's meter testing standards. To the extent that a third party performs the work, such work shall be deemed to be performed for the Customer. Each party (the "Indemnifying Party") shall indemnify the other against any claims of third parties arising out of the Indemnifying Party's acts or omissions with respect to the testing of Customer's meter and any associated telemetering equipment.

E. Adjustments for Incorrect Billings

Incorrect billings resulting from clerical error, incorrect meter installation, meter inaccuracy or reading, incorrect applications of the rate schedule or other similar reasons shall be corrected immediately upon discovery and corrected bills rendered to the Customer. However, in the case additional charges are due from the Customer under the application of this paragraph, retroactive billing may not be for more than 12 months prior to the discovery of the error unless authorized by the Maryland Public Service Commission. The Company may seek the Commission's authorization for retroactive billing for undercharges which occurred more than 12 months but

not more than 3 years. If the Customer has been overcharged, the Company shall refund the amount due by credit to the Customer's account, or in the case of an unknown date of the error, for a period of 3 years or a period equal to one half of the time since the date upon which it can be established the error did not exist, whichever is less. In the event additional charges are due the Company, installment payments shall be offered for not less than the number of months the account was billed in error.

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PART X – CONTINUITY OF SERVICE BY COMPANY

A. Company Liability

1. The Company does not guarantee continuous uninterrupted electric service and, except as provided herein, shall not be liable for any change in, interruption, phase loss or reversal, or resumption of service. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost damage, expense, or any other liability (all of which shall be considered “Damages”) regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.
2. The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: Acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities, preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company’s Customers goods, services, equipment or other products to be delivered through the Company’s facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

B. Notice of Trouble

The Customer shall notify the Company promptly of any defect in service or of any trouble or irregularity in the electric supply or delivery service.

C. Prearranged Interruption of Service

Whenever it is necessary to interrupt service for work on lines or equipment, such work shall be done, to the extent practical, at a time that will cause the least inconvenience to the Customer. The Customer(s) to be affected shall, if practical, be notified in advance of such interruptions.

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PART XI – CUSTOMER’S USE OF SERVICE

A. Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the electric energy provided by the Company except in master-metered apartment houses, office buildings or shopping centers in accordance with the COMAR. Purchase of energy for use by tenants located on the Customer’s property, when the cost to the tenant of such energy is included in the normal rental charge for occupancy of the premises, shall not be considered as resale.

B. Multiple Occupancy Buildings

Multiple occupancy buildings and shopping centers shall not be master metered, but shall be individually metered for each occupancy unit that is individually leased or owned, except as permitted pursuant to Maryland Law. For the purposes of this paragraph, individual meters include only meters installed and owned by the Company.

C. Fluctuations

Electric Delivery Service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the Company’s delivery system. Should such fluctuations or disturbances be caused by the Customer, the Company may discontinue service or require the Customer to modify its installation and/or install and maintain approved controlling devices at the Customer’s expense.

D. Unbalanced Loads

Where non-residential service is rendered, the Customer shall at all times take and use energy in such a manner the load will be taken equally between phases. Should this not be possible and the unbalancing exceed ten percent (10%) of the lesser phase, the company reserves the right to compute the demand for billing purposes on the assumption the load on each phase is equal to that on the greatest phase.

E. Transient Voltages

Where equipment such as welders, x-rays and radio transmitters, requires other than standard construction of the Company's facilities to prevent objectionable interference with the Company's service to any of its Customers, the Customer, at his expense shall furnish, install and maintain any corrective measures necessary to obviate it, or as compensation for special construction, pays the Company the estimated installed cost of the additional main and service line facilities.

Customers are cautioned certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operation. The Company shall not be liable for transient voltage-related damage or loss.

F. Superimposition of Electric Signals on the Company's Electric System

When the Customer couples to or superimposes any signal on its electric system for equipment control, load management control, carrier current transmission, signal systems, communications, broadcasting or any other purpose, the Customer shall be responsible for preventing any such signals from being imposed upon or entering the Company's metering and electric system.

G. Power Factor

The average power factor under the operating conditions of the Customer's load at the point where the electric delivery service is metered shall not be less than ninety percent (90%) lagging.

Where lighting, welding, motors or other electrical equipment or devices having low power factor characteristics are installed, the Customer shall furnish, install and maintain, at its own expense, corrective apparatus which shall increase the average power factor of the individual units or the entire installation to not less than ninety percent (90%) lagging.

H. Uses Other than Stated in Contract

The Company's service shall not be used for any purpose or any place other than stipulated in the Customer's contract for service except by written consent of the Company.

I. Characteristics of Service

The Company's service shall consist of sixty (60) hertz, single-phase or three-phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load.

Voltage delivered to Customer's facilities shall normally be maintained with the limits prescribed by the regulations of the Maryland Public Service Commission, except under emergency conditions and/or conditions beyond the reasonable control of the Company.

A Customer or prospective Customer must contact the Company to ascertain the type of service the Company shall provide before making plans for receiving electric service or making alternations to existing service.

Secondary Service – Single-phase or three-phase circuits carrying a nominal voltage of 480 volts or less between any two conductors.

Primary Service – Single-phase or three-phase circuits carrying a nominal voltage of 8,320 volts or 25,000 volts between any two conductors.

J. Change of Installation

The Customer shall give immediate written notice to the Company of any proposed substantial increase or decrease in or change of purpose or location of the Customer's installation. The service connection, transformers, meters and equipment supplied by the Company for each Customer have a definite capacity and no additions to the equipment or load connected thereto shall be permitted except by written consent of the Company. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or their auxiliary apparatus or the transformers or wires of the Company caused by the additional or changed installation.

K. Limitation of Use

No other source of electric supply shall be introduced or permitted, directly or indirectly, for the Customer's use without written notice to the Company and written consent of the Company which shall not be unreasonably withheld. An installation for which permission has been granted must be made so the supply of current from the Customer's generator cannot feed into the Company's distribution system, unless agreed to by contract between the Company and the Customer. In addition, such source of supply must meet all of the requirements of PJM.

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PART XII – DEFECTS IN CUSTOMER’S INSTALLATION

A. Company’s Right to Inspect

The Company shall have the right, but shall not be obliged to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company’s standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of Company Rules, or from accidents which may occur upon the premises of the Customer.

B. Defective Installations

If at any time the wiring, fixture or appliances of the Customer are found to be defective or dangerous by the Company’s representative or by the local public authorities, service may be refused or discontinued until the Customer has the condition corrected.

C. Customer’s Responsibility

The Company assumes no responsibility for any damages done by or resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, its agents, or employees, the cost of the necessary repairs or replacements shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

D. Company Liability

The Company shall not be liable for any loss, cost, damage or expense resulting from the presence of electric current or the Company’s equipment on the Customer’s premises, or from the use of the service of the Company by the Customer.

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PART XIII – ACCESS TO PREMISES

A. Access to Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at all reasonable times to the premises of the Customer for the purpose of reading the Company's meters, connecting and disconnecting service, operating, testing, inspecting, repairing, maintaining, removing or replacing any or all of the Company's apparatus used in connection with the delivery of electricity. If the Company's meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by Company agents or representatives.

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PART XIV – TAMPERING WITH COMPANY’S PROPERTY

A. Tampering Expressly Forbidden

The Customer shall protect the equipment of the Company on premises, and shall not permit any person except a duly authorized representative of the Company TO make any connection or disconnection, either temporary or permanent between the service load of the Customer and the service wires of the Company or set, change, remove or interfere with or make any connections to the Company’s meter or other property or any wiring between the Company’s meter and the service wire of the Company.

B. Liability for Tampering

In the event of the Company’s meters or other property being tampered or interfered with, the Customer being supplied through such equipment or other responsible party shall pay the amount which the Company may estimate is due for service used but not registered on the Company’s meter and for the costs of any repairs, replacements required, investigations, inspections, costs of prosecution including legal fees, installation of any protective equipment and any other changes in the Customer’s installation as may be required by the Company. The other responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment. The Customer being supplied through such equipment or the other responsible party shall also be responsible for paying all costs associated with the tampering investigation, including, but not limited to field and office work.

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PART XV – COMPANY’S RIGHT TO DISCONTINUE SERVICE

A. Right to Discontinue Service

The Company reserves the right to discontinue the service for any of the following reasons.

1. *Without Prior Notice*

- a. Unavoidable shortage or interruptions in Company’s source of supply or other cases of emergency.
- b. Whenever a hazardous condition is found to exist on the Customer’s premises.
- c. Interference, tampering or other unauthorized use of meters or Company equipment or diversion of service.
- d. Whenever environmental or other hazardous conditions would expose Company employees to undue risk in the maintenance of Customer Service.
- e. Exceeding the limits of current supply specified on the Application for Service without the required notice.

2. *With Prior Notice*

- a. Failure to remedy conditions having detrimental effect on Company equipment or on the service of others.
 - b. Non-payment of any bill for electric service which is greater than \$50 if the security deposit is less than the total owed.
 - c. Non-payment of any bill for electric service which is less than \$50 and has been outstanding for 3 months or longer.
 - d. Violation of or noncompliance with these Rules and Regulations or the effective Service Classification or Contract. The Company may refuse to provide any service until the Customer has corrected the conditions constituting such violation or noncompliance.
 - e. Failure to pay a deposit as requested.
 - f. Misrepresentation of or failure to disclose any material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
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- g. Refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
- h. Failure to pay Service Installation costs.
- i. For providing a false name or social security number or for failing to disclose, upon request, that past services have been received and not paid for under a different name or social security number.
- j. Withdrawal or termination of the proper permits, certification or rights-of-way.

3. *Notice*

- a. The notice provided for in Part XV-A-2 shall consist of not less than fourteen (14) days' notice sent by first class prepaid mail deposited in a United States mailbox and addressed to the Customer at the last known mailing address appearing on the records of the Company. The notice shall conform with the requirements of the COMAR.

B. **Reconnection Charge**

Service disconnected by the Company for any reason set forth in Part XV-A shall be restored only on payment of the appropriate reconnection charge stated below in addition to the previous balance due under the Customer's contract, except when it has been necessary to disconnect or remove overhead or underground service wires to effect discontinuance of service. In such cases, the actual costs of discontinuance and reconnection shall be applicable in addition to the previous balance due.

Any Customer whose service has been disconnected or limited may be required to post a deposit in order to have service reconnected.

<u>Time of Reconnection</u>		<u>Reconnection Charge</u>
8:00 am to 4:00 pm	Mon – Fri., excluding Company Holidays	\$50.00
4:00 pm to 7:00 pm	Mon- Fri., Weekends & Company Holidays	\$75.00
7:00 pm to 8:00 am	Any Day No reconnections performed	

Disconnection

At location other than meter	\$125.00
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C. Collection of Payments at the Premises

At the Company's option, the Customer may avoid service termination for non-payment of bills by making payment of the previous balance due to a Company representative at the premises.

In addition to payment of the previous balance, there shall be a fee (see Appendix A) per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through an authorized Company representative.

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PART XVI – DISCONTINUANCE OF SERVICE BY CUSTOMER

A. Notice to Discontinue

The Customer must give the Company at least five (5) days notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter shall have been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

B. Completion of Term

If, by reason of any act, neglect or default of a Customer or its agent, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

C. Final Bill

The final bill for service shall be based on an actual meter reading, unless the Company cannot gain access to the premises, and is due and payable when rendered.

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PART XVII – EXTENSIONS

A. General

Extensions to the Company's electric system shall be provided, owned and maintained under the terms and conditions herein enumerated.

Extensions, as used in this section, refer to overhead or underground conductors and associated materials that must be constructed along public streets, roads and highways, or on private property from the Company's existing electric system to the Applicant's lot line.

Extensions shall be installed either overhead or underground in accordance with the policies of the Maryland Public Service Commission, and shall be designed with sufficient capacity and suitable materials which, in the Company's judgment, shall assure the Applicant, or Customer, shall receive safe, adequate and reasonable electric service for the foreseeable future. Modifications to the Company's design, requested by the Applicant, shall be made when such modifications are acceptable to the Company in its sole judgment.

Where the Applicant requests the Company to install facilities which are more costly than those proposed to be furnished by the Company, the Applicant shall pay the Company the difference in cost between the requested installation and that deemed necessary by the Company.

1. The Company shall provide, own and maintain line extensions. The Company's investment in line extensions shall be limited to three (3) times the related estimated annual distribution service revenue, ("Estimated Revenue"), from Customers to be initially served from the line extension. Where such Estimated Revenue does not justify the estimated investment in the extension, the Applicant shall provide a deposit in accordance with Part XVII-D. However, the Company shall construct the line extension from the Applicant's lot line to the existing underground or overhead line on either side of the street at no charge to the Applicant.
2. For the purpose of definition those Customers to be initially served shall be considered as buildings under construction at the time the contract for the extension is signed. As additional facilities are needed to serve additional Customers, the Applicant may be required to make an additional deposit or may receive a refund accordingly.

When a line extension and service are both required to provide service to a non-residential Customer, the Estimated Revenue shall be compared to the total estimated investment of the line extension and service.

Where Customers are served from private facilities, the Company may, upon request, provide maintenance to such facilities with all costs borne by the Customer.

B. Extension Installation

1. *Residential Extension*

The Company shall provide, own and maintain residential line extensions. The Company shall construct the line extension from the Applicant's lot line to the existing underground or overhead line on either side of the street at no charge to the Applicant.

2. *Non-Residential Extension*

The Company shall own and maintain non-residential line extensions. The Applicant shall pay the estimated cost in advance to construct the line extension from the Applicant's lot line to the existing underground or overhead line.

C. Extension for Subdivisions

Underground electric distribution system means that portion of the Company's electric utility distribution plant necessary to furnish permanent underground service to all present and anticipated residential buildings and mobile homes in a subdivision. The system includes underground electric service lines as defined in Part VII.

1. For underground electric distribution systems installed in subdivisions, the Company shall construct a connection from the boundary line of the Applicant's subdivision to the Company's existing supply facilities, subject to the following provision:
 - (a) The extension from the boundary line of the subdivision, for a maximum distance of 200 feet, shall be made underground, at the Company's expense; and
 - (b) If an extension in excess of 200 feet is required, then the extension over 200 feet shall be made underground and the applicant must pay in advance the estimated installed cost.
2. When, due to the manner in which a subdivision is developed, the Company is required to construct an underground electric distribution system through a section or sections of the subdivision where service will not be connected for at least 2 years, then the Company may require the Applicant to pay a financial guarantee for the estimated installed cost of the underground distribution system less the estimated installed cost of transformers, meters, and services.

The deposit, without interest, shall be returned to the Applicant on a proportional basis as each new customer in the subdivision completes his permanent service connection.

Any portion of the deposit remaining unrefunded ten (10) years from the date the Company is first ready to render service from the extension will be retained by the Company.

3. The Applicant shall furnish in a format acceptable to and as required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a

safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

4. Each Applicant will cooperate with the Company, in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible. Additional costs arising from failure of the Applicant to cooperate with the Company, such as making changes in grade or failing to maintain grade, shall be borne by the Applicant.

If an underground installation is to be constructed within a subdivision designed to include large open areas which would result in an abnormal increase in the investment per customer required to construct the underground distribution

system, then the Company may refer the matter to the Maryland Public Service Commission for a ruling as to whether a charge should be assessed against the Applicant, and the amount of the charge, if any.

5. The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for all residential-subdivisions, buildings, structures or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

D. Financial Guarantees

Financial Guarantees required for extensions shall be the amount equal to the estimated installed cost of the extension less three (3) times the estimated annual delivery and transmission service revenue, ("Estimated Revenue"), from the Customer to be initially served from the extension. Such deposit shall not exceed the equivalent of \$3.00 per foot of the line extension that is not on the Applicant's property, subject to appeal to the Maryland Public Service Commission if this should appear to be impractical. Financial Guarantees may be made by deposit, Letter of Credit or other financial instruments at the Company's discretion.

Should the Applicant provide a deposit it will be returned to the Applicant (without interest) in an amount equal to three (3) times the estimated annual delivery and transmission service revenue, Estimated Revenue, from new Customers as each new Customer completes its permanent service connection directly from the extension for which the deposit was required. In no case shall the total refund be greater than the Applicant's deposit. Any portion of the deposit remaining unrefunded after ten (10) years from the date the Company is first ready to render service from the extension shall be retained by the Company.

Should the Applicant provide a Letter of Credit or other Financial Instrument, the estimated revenue attributable to the extension shall be examined prior to the Letters' or other Instruments' expiration. The Company shall draw on the Letter of Credit or Instrument where a continued financial guarantee is still required. Such draw shall then be considered a deposit under the above section.

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PART XVIII - RESIDENTIAL SERVICE

A. Availability

This rate applies throughout the territory served by the Company and is available to any Customer desiring service for a one-family residence or one-family apartment.

B. Contract Term

Residential contracts are on a monthly basis until terminated.

C. Monthly Rate

The monthly charges and rates under this Service Classification are shown on Tariff Sheet No. 47.

D. Public Service Company Franchise Tax

In addition to the charges provided for in this Service Classification, the Public Service Company Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax, unless the Customer is exempt from such tax.

E. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

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MONTHLY CHARGES AND RATES

SERVICE CLASSIFICATION - RESIDENTIAL - "R"

Distribution Charges:

	SUMMER	WINTER
	Billing Months	Billing Months
	June Through September	October Through May
	Bills Rendered on and after 4/1/2024	Bills Rendered on and after 4/1/2024
Customer Charge	\$7.72/Month	\$7.72/Month
Distribution Rate:		
First 1,000 kWh Rate	\$0.0749/kWh	\$0.0749/kWh
Excess kWh Rate	\$0.0749/kWh	\$0.0519/kWh
Universal Service Program Rate	Refer to the 'USP' Rider	Refer to the 'USP' Rider
Franchise Tax	\$0.000620/kWh	\$0.000620/kWh
RGGI Rate Credit	Refer to the 'RGGI Rate Credit' Rider	Refer to the 'RGGI Rate Credit' Rider

Energy Charge:

Energy Rate, all kWh	Refer to the "ER" Rider
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Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “GS-S”

GENERAL SERVICE – SMALL

A. Availability

This rate is available to any Customer having an average monthly maximum measured demand of 250 kW or less in the preceding calendar year and desiring service at secondary voltage as defined in Part XI-I of the Rules and Regulations. Any customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such customer’s maximum measured demand in succeeding month’s may be 250 kW or more. After such 12 billing months, at the Customer's option, the Customer may be transferred to Service Classification "GS-L" provided the Customer has had an average maximum measured demand of more than 250 kW for the preceding calendar year. This rate is available to all temporary services.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than (1) year may be required if special investment by the Company is necessary. Temporary services are month-to-month extensions until terminated.

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 50.

D. Measured Demand

1. The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.
 2. For demands of less than fifteen kilowatts (15 kW), the demand of a Customer may be determined, at the option of the Company, by measurement, by assessment after test, or by estimation.
-

E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, The Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax. Unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

The customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than ninety (90) percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety (90) percent and divided by the percent power factor.

K. Primary Metering Discount

A discount of three (3) percent of the energy (kWh) charge will be allowed when the service is metered at primary voltage and the Customer owns, installs, and maintains all transforming, switching and protective equipment.

Demand (kW) shall be discounted.

SERVICE CLASSIFICATION - GENERAL SERVICE-- SMALL - "GS-S"

Distribution Charges:

	Bills Rendered on and after 4/1/2024
Customer Charge	\$15.70
Distribution Rate:	
First 10,000 kWh Rate	\$0.0683/kWh
Excess kWh Rate	\$0.0470/kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$6.30/kW
Universal Service Program Rate	Refer to the "USP" Rider
Franchise Tax	\$0.000620/kWh

Energy Charge:

Energy Rate, all kWh	Refer to the "ER" Rider
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Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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GENERAL SERVICE – LARGE

A. Availability

The rate is available to any Customer having an average monthly maximum measured demand of greater than 250 kW in the preceding calendar year and desiring service at secondary voltage as defined in Part XI-I of the Rules and Regulations. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's maximum measured demand in succeeding months may be 250 kW or less. Any Customer taking service under this Service Classification whose average measured demand in the preceding calendar year is 250 kW or less will be automatically transferred to Service Classification "GS-S" effective with the next succeeding billing month.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than (1) year may be required if special investment by the Company is necessary or demands greater than one thousand kilowatts (1,000 kW).

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 53.

D. Measured Demand

1. The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.
2. For demands of less than fifteen kilowatts (15 kW), the demand of a Customer may be determined, at the option of the Company, by measurement, by assessment after test, or by estimation.

E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, the Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax, unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

The Customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than ninety (90) percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety (90) percent and divided by the percent power factor.

K. Primary Metering Discount

A discount of three (3) percent of the energy (kWh) charge will be allowed when the service is metered at primary voltage and the Customer owns, installs, and maintains all transforming, switching and protective equipment.

Demand (kW) shall be discounted.

SERVICE CLASSIFICATION - GENERAL SERVICE - LARGE -“GS-L”

Distribution Charges:

Bills Rendered on and after
 4/1/2024

Customer Charge	\$32.67/Month
Distribution Rate:	
First 10,000 kWh Rate	\$0.0849/kWh
Excess kWh Rate	\$0..0356/kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$6.30/kW
Universal Service Program Rate	Refer to the “USP” Rider
Franchise Tax	\$0.000620/kWh

Energy Charge:

Energy Rate, all kWh	Refer to the "ER" Rider
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Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “GS-P” - GENERAL SERVICE - PRIMARY

A. Availability

Available for three-phase service at standard Company voltage at or below 25,000 volts. The standard voltage available depends upon the location, character and size of Customer’s load.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by Easton Utilities is necessary or demands greater than one thousand kilowatts (1,000 kW).

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 56.

D. Measured Demand

The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.

E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, The Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax. Unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

The customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than 90 percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90 percent and divided by the percent power factor.

SERVICE CLASSIFICATION - GENERAL SERVICE-PRIMARY SERVICE “GS-P”

Distribution Charges:

	Bills Rendered on and after 4/1/2024
Customer Charge	\$97.80/Month
Distribution Rate:	
First 10,000 kWh Rate	\$0.0650/kWh
Excess kWh Rate	\$0.0325/kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$6.30
Universal Service Program Rate	Refer to the “USP” Rider
Franchise Tax	\$0.000620/kWh

Energy Charges:

Energy Rate, all kWh	Refer to the "ER" Rider
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Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “SL”

STREET AND HIGHWAY LIGHTING SERVICE

A. Availability

Available only for the lighting of public streets, public alleys, public highways and other public outdoor areas located within the service territory, where service is supplied from the existing distribution system and where the Company owns and maintains all equipment. Service will be supplied from dusk to dawn each night.

Existing fixtures will not be replaced at the end of their useful life if replacements cannot be secured through normal supply channels. The Company will be the sole judge as to the end of the useful life.

B. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 58.

For the purpose of this schedule, the monthly kilowatt hour consumption will be determined by multiplying the kilowatt rating of the fixture by 350 hours.

C. General

The Company will supply service for underground installations, provided the Customer agrees to excavate, fill and resurface streets or replace curbing necessary for the installation and maintenance of the underground cable.

When metal poles are used for street lighting the Customer will supply all labor and material for the installation of the concrete base according to the Company's specifications. No work shall be done on Customer's equipment or connected to the Company's distribution system without the Company's approval.

SERVICE CLASSIFICATION - STREET AND HIGHWAY LIGHTING - “SL”

Distribution Charges:

Bills Rendered on and
 after 4/1/2024

Customer Charge	\$0.00/Month
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Distribution Rate:

All kWh	\$0.0683/kWh
---------	--------------

Universal Service Program Rate	Refer to the “USP” Rider
--------------------------------	--------------------------

Franchise Tax	\$0.000620/kWh
---------------	----------------

Energy Charges:

Energy Rate, all kWh	Refer to the "ER" Rider
----------------------	-------------------------

Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “BSWEGS” - BIOMASS, SOLAR AND WIND ELECTRIC GENERATION SERVICE

A. Availability

This Service Classification is available to any eligible Customer that owns and operates, or leases and operates a customer-generator that:

- 1 uses as its primary source of fuel: biomass, micro combined heat and power (MCHP), solar, qualifying closed conduit hydroelectric, fuel cell or wind consistent with Public Utilities Article §7-306, Annotated COMAR;
- 2 has a capacity of not more than 2 MW except for a MCHP customer-generator which must have a capacity of not more than 30 kW;
- 3 is located on the Customer’s premises or contiguous property;
- 4 is interconnected and operated in parallel with an electric company’s transmission or distribution facilities; and
- 5 is intended primarily to offset all or part of the Customer’s own electricity requirements.

Consistent with COMAR 20.50.10.01 D.(1)(6), a Customer’s proposed customer-generator system may not exceed two-hundred (200) percent of the Customer’s Baseline Annual Usage. The Customer’s Baseline Annual Usage is the total of the Customer’s previous twelve months of electricity use in kilowatt-hours at the time of the installation or upgrade of the Customer’s generating system. If the Customer does not have twelve months of electric energy use in kilowatt-hours at the time of the installation of the Customer’s generating system, then the Baseline Annual Usage may be estimated based on a mutually agreeable methodology subject to approval by the Maryland Public Service Commission.

This Service Classification is available on a first-come, first-served basis as long as the total rated electric generating capacity of eligible customer-generators in the State of Maryland does not exceed 1,500 MW.

B. Connection to the Company’s System

If the eligible customer-generator is designed to produce over 100% of the Customer’s Baseline Annual Usage as described in Section A. Availability above and has a capacity of more than 1 MW, the Customer, at their expense, must enter the generator queue to be studied by PJM, , and receive written approval before interconnecting with the Company’s electrical distribution or transmission system.

Any Customer who elects this Service Classification must submit a completed Interconnection/Participation Application with the Company, in writing, at least thirty (30) days

prior to activating the eligible customer-generator. The eligible customer-generator shall not be connected to the Company's system unless it conforms to the National Electrical Code, the Institute of Electrical and Electronic Engineers, Underwriters Laboratories and all applicable codes of the local public authorities. The Customer must obtain, at their expense, all necessary inspections and approvals required by the local public authorities before the eligible customer-generator is connected to the Company's electric system. The eligible customer-generator shall have adequate protection as described in Section H below.

C. Delivery Voltage

The delivery voltage of the eligible customer-generator shall be at the same voltage level and at the same delivery point as if the Customer were purchasing all of their electricity from the Company.

D. Contract Term

The contract term shall be same as that under the Customer's applicable Service Classification. A completed Interconnection Application, completed by the Customer and approved in writing by the utility, is required for service provided under this Service Classification.

E. Monthly Rates, Rate Components and Billing Unit Provisions

The monthly rates, rate components and billing unit provisions shall be those as stated under the Customer's applicable Service Classification. Under this Service Classification, only the per kilowatt-hour charge components of the Customer's bill are affected. All other billing components, rates and charges, are not affected by this Service Classification.

The monthly charges shall be based on one the following conditions:

1. When the monthly energy meter reading registers that the Customer has consumed more energy than the Customer delivered to the Company's delivery system by the end of the monthly billing period, the Customer shall be charged for the electricity consumed based on the rates and charges under the Customer's applicable Service Classification.
2. When the Customer has delivered more energy to the Company's delivery system than the Customer has consumed by the end of the monthly billing period ("Excess Generation"), the Company shall take ownership of such Excess Generation and the Customer shall be charged the greater of:

- a. The Customer Charge, and any applicable charges such as: Demand Charge, Power Factor Charge and Universal Service Charge under the Customer's applicable Service Classification, or
 - b. The monthly Minimum Charge under the Customer's applicable Service Classification.
3. The Company will carry forward negative kilowatt-hours until the Customer's consumption of electricity from the Company eliminates the Excess Generation or until the end of the billing cycle that is completed immediately prior to the end of April of each year. The dollar value of Excess Generation shall be equal to the average Energy Charge that the Customer would have been charged averaged over the previous twelve-month period ending with the billing cycle that is complete immediately prior to the end of April multiplied by the number of kilowatt-hours of Excess Generation.
4. On or before thirty (30) days after the billing cycle that is complete immediately prior to the end of April of each year, the Company shall pay each Customer for the dollar value of any accrued net Excess Generation remaining at the end of the previous twelve-month period ending with the billing cycle that is complete immediately prior to the end of April of that year.
5. Within thirty (30) days after the date the Customer closes the Customer's account, the Company shall pay the Customer for the dollar value of any accrued Excess Generation remaining at the time the Customer closes the account.

F. Renewable Energy Credits

The Renewable Energy Credits generated by the customer-generator are owned entirely by the Customer or the eligible Customer's assignee. However, if the Customer chooses to sell solar Renewable Energy Credits, the Customer must first offer them for sale to an electric company or an electricity supplier that shall apply them toward compliance with the Maryland Renewable Energy Portfolio Standard.

G. Metering

The Company shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Service Classification, the Company shall provide, at no direct charge, a watt-hour energy meter with the capability of reverse registration in order to measure the net watt-hours consumed by the Customer or the net watt-hours delivered by the Customer to the Company for the total billing period. The Company's metering investment shall be limited to that required to serve the Customer under the Customer's applicable Service Classification without the eligible customer-generator. Where a larger capacity meter is required to serve the Customer that has an eligible customer-generator, or a larger capacity meter is requested by the Customer, the Customer shall pay the Company the difference between the

larger capacity meter investment and the metering investment normally provided under the Customer's Service Classification.

H. Interconnection with the Company's System

Interconnection with the Company's system requires the installation of protective equipment which; provides safety for personnel; affords adequate protection against damage to the Company's system or to its customer's property; and prevents any interference with the Company's supply of service to other Customers. The Company shall not be liable for any loss, cost, damage or expense to any party resulting from the use or presence of electric current or potential which originates from the Customer's eligible customer-generator, except as the Company would otherwise be liable under the Company's electric tariff. Such protective equipment shall be installed, owned and maintained by the Customer at their expense. In addition, it may be necessary for the Company to extend or modify portions of its systems to accommodate the delivery of electricity from the eligible customer-generator. Should such extension or modification be necessary, all work shall be performed by the Company at the Customer's expense. For new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without the Customer's eligible customer-generator.

The eligible customer-generator shall conform to the National Electrical Code and all applicable codes of the local public authorities. Special attention should be given to the National Electrical Code Sections 690 and 705.

I. Cessation of Parallel Operation

The Customer's equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company's primary source. The Customer must also cease parallel operation upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company's system maintenance or operation. The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the Customer to operate in compliance with Company's requirements.

J. Failure to Comply

If the Customer fails to comply with any of the requirements set forth in sections H and I above, the Company will disconnect the Customer's service from the Company's electric system until

the requirements are met, or the eligible customer-generator is disconnected from the Customer's electric system.

K. Rules and Regulations

Except as herein modified, the Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification and under the Customer's applicable Service Classification.

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RIDER - "USP"

PART XVIX - ELECTRIC UNIVERSAL SERVICE PROGRAM RECOVERY RIDER

- A. This rider is applicable to Service Classifications “R”, “GS-S” “GS-L” and “GS-P”.

The surcharge is as follows:

<u>Service Classification</u>	<u>Surcharge</u>
“R”	\$0.32 per Month per Residential Customer
“GS-S”, “GS-L”, “GS-P”, “SL”	The monthly USP charge per customer is stated below* and is determined based on the Customer’s Electric annual billing amount during the previous calendar year, updated in the first quarter of each new year, and in accordance with the Commission’s order.

*Monthly Universal Service Program Charge for General Service Customers

Tier 1	Customer’s Electric Annual Billing Amount During the previous Calendar Year.	Monthly Universal Service Program Charge
1	UNDER \$250	\$0.25
2	\$250 - \$4,999	\$1.84
3	\$5,000 - \$9,999	\$6.14
4	\$10,000 - \$24,999	\$12.28
5	\$25,000 - \$49,999	\$24.56
6	\$50,000 - \$99,999	\$36.84
7	\$100,000 - \$199,999	\$49.13
8	\$200,000 - \$299,999	\$92.11
9	\$300,000 - \$399,999	\$122.82
10	\$400,000 - \$499,999	\$184.21
11	\$500,000 - \$699,999	\$276.33
12	\$700,000 - \$899,999	\$368.44
13	\$900,000 - \$999,999	\$552.65
14	\$1,000,000 - \$1,999,999	\$736.87
15	\$2,000,000 - \$2,999,999	\$982.49
16	\$3,000,000 - \$3,999,999	\$1,228.12
17	\$4,000,000 - \$4,999,999	\$1,473.75
18	\$5,000,000 - \$5,999,999	\$1,719.37
19	\$6,000,000 - \$6,999,999	\$1,964.99
20	\$7,000,000 - \$7,999,999	\$2,149.21
21	\$8,000,000 - \$8,999,999	\$2,333.43
22	\$9,000,000 - \$9,999,999	\$2,456.24
23	\$10,000,000 - \$12,500,000	\$2,579.05
24	OVER - \$12,500,000	\$2,763.27

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RIDER - "ER"

ENERGY RATE RIDER

A. Applicability

This rider is applicable to all Service Classifications.

B. Monthly Rate

The monthly billing rate shall be computed as an amount equal to the cost of energy for the three months preceding the billing month, divided by all kilowatt hours sold during the same period. The cost of energy shall include all costs of purchasing and generating energy, reduced by the amount of revenues received from generation energy sales.

C. Actual Cost Adjustment

Any difference between the sum of the monthly rate revenues collected in a billing month and the actual cost of power in the same month is accumulated for the twelve (12) months ending November 30. The balance so determined shall be applied as a credit or debit to the monthly rate beginning with the succeeding January.

The Actual Cost Adjustment per kilowatt hour is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply.

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RIDER – “RGGI Rate Credit”

Regional Greenhouse Gas Initiative Credit

A. Applicability

This rider is applicable to Residential - “R” Service Classification

B. Rate

The State of Maryland has joined a multi-state Regional Greenhouse Gas Initiative to reduce greenhouse gases produced as a result of electric power generation. As part of the program, money has been collected in the Maryland Strategic Energy Fund and a portion of those proceeds will be used to offset electricity rates of residential customers including an offset of surcharges imposed on ratepayers.

If issued to the Company, Customers will receive a credit as calculated and approved by the Maryland Public Service Commission.

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Appendix A – Pricing

<u>DESCRIPTION</u>	<u>PRICE PER OCCURANCE</u>
Returned payments charge	\$25
Unscheduled meter reading	\$25
Special meter reading service	not to exceed \$100
Non-interval meter test	\$30
Interval meter test	not to exceed \$100
Meter request test	\$30
Trip fee	\$35
New residential service installation charge	\$19.40 per foot
Lien charge	\$110

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ELECTRIC SERVICE TARIFF

TERMS, CONDITIONS AND RATE SCHEDULES

(This Electric Service Tariff Supersedes P.S.C. Md. No. ~~9-10~~ together with all supplements)

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Latest Revision:

September 1, 2020

Easton Utilities
201 N. Washington Street
Easton, MD 21601
(410) 822-6110

Issued:

Effective:

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RULES AND REGULATIONS

PART I – GENERAL

A. Definition of Terms

The words listed below shall have the following meanings when used in this tariff:

Account – An account is at least one metered or unmetered rate or service classification which normally has one electric delivery point of service. Each account shall have only one electricity supplier providing full electric supply requirements for that account. A premises may have more than one account.

Aggregator– 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 – 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.

Applicant – Any person, corporation or other entity that: (i) desires to receive from the Company electric or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining electric or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff.

Commission – ~~Public Service Commission of Maryland~~ Maryland Public Service Commission

Company – Easton Utilities Commission d/b/a Easton Utilities

COMAR – Code of Maryland Regulations

Contribution in Aid of Construction – An amount of money or its equivalent provided to the Company by a Customer ~~or Applicant~~ toward construction of utility plant. These amounts shall be credited to the accounts charged with the cost of such construction.

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Customer – Any adult person, partnership, association, corporation, or other entity: (i) in whose name an account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure,

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etc. and (iii) who is primarily responsible for payment of bills. ~~Multiple premises or sites under the same name are considered multiple Customers.~~

Customer Charge – A charge designed to recover the costs the Company incurs for providing such services as metering, reading the meter(s), ~~customer service~~, providing dedicated delivery service and billing the Customer's account. This charge is charged at every meter.

Demand – The rate of use of energy during a specified time interval, expressed in kilowatts.

Designee – Any adult person, partnership, association, corporation or other entity who is authorized by the Customer to receive their electric metered and billing data.

Distribution Facilities – Electric facilities owned by the Company that operate at voltages of 25,000 volts or below and are used to deliver electricity to Customers, up through and including the point of physical connection with electric facilities owned by the Customer.

Extension – Portion of the Company's electric distribution system from the Company's existing electric system to the Customer's lot line.

kW, kilowatt – 1,000 watts.

kWh, kilowatt-hour – 1,000 watts for one (1) hour, or 1,000 watt-hours

NESC – National Electrical Safety Code

PJM Interconnection, LLC or ("PJM") – PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

Premises – A premises is one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered rate or service classes, each of which is an Account, that when totaled equals the entire electricity used at that one premises or site. A premises may have more than one account with each account having one electric supplier providing full electric supply requirements. ~~Multiple premises or sites under the same name are considered multiple Customers.~~

Residence – Applicable to one family residence or one family apartment within the Company's territory for electric service.

Service – Portion of the Company's electric distribution system from the Customer's lot line to their building.

Service Classification – Service is classified as one of the following rate schedules offered by the Company: Residential Service, General Service, Street and Highway Lighting, or Biomass, Solar and Wind Electric Generation.

Universal Service Program and Charge – A fund established under the Electric Customer Choice and Competition Act of 1999 which is used for low income fuel assistance and weatherization programs within the Company's service territory.

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B. Filing and Posting

This Electric Service Tariff is supplemental to the “Regulations Governing Service Supplied by Electrical Companies” of the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission and comprises the Rules and Regulations of service and the Service Classifications under which electricity shall be delivered and supplied to its Customers by the Company. The Tariff is part of every contract for service. A copy of this Tariff is on file with the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission and open for inspection in each of the offices of the Company, as well as on the Company’s website.

C. Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of the Public Service Commission, and Local, State and Federal Law. Such changes, when effective, shall have the same force and effect as the present Tariff, of Maryland.

D. Statement of Agents

No ~~representative agent or employee~~ of the Company has authority to ~~modify any rule or provision of this Tariff, or to bind the Company by any promise or statement contrary thereto, unless the same shall be incorporated in a written contract.~~ make any promise, agreement or representation inconsistent with the provisions of this Tariff.

E. Rules and Regulations

The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically stated by a Service Classification. Subject to the approval of the Commission, the Company shall have the right to interpret and determine the applicability of such rules and regulations.

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F. No Prejudice of Rights

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The failure by the Company to enforce or the decision not to enforce any of the provisions of this Tariff shall not be deemed a waiver of the right to do so.

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G. Gratuities to Employees

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered.

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H. Resolution of Disputes

When an Applicant or Customer has an issue to resolve with the Company, they should first contact the Company to resolve the issue. The Company and the Applicant or Customer shall use good faith and reasonable efforts to informally resolve the issue. If the Applicant or Customer wishes to file a formal complaint to resolve a dispute involving the Company, they may do so through the use of the procedures of the ~~Public Service Commission of Maryland~~Maryland Public Service Commission.

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PART II – APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

~~An written~~ application for service is required from each Customer. This ~~application~~application, when executed by the Company constitutes the contract between the Company and the Customer, subject to the terms of the applicable Service Classification, and these Rules and Regulations. Charges for service shall begin at the time service is made available to the Customer.

B. Right to Reject Application

The Company may reject any application for service if the Applicant does not meet all the requirements of the Rules and Regulations of this Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service, in writing if requested.

C. One Point of Delivery

The Service Classifications of this Tariff, unless otherwise stated, are based upon the service to a single metering point. The Company shall provide only one metering installation for each class of service. The use of service at two or more separate properties shall not be combined for billing purposes.

The Company reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to non-residential customers having extensive operations in a contiguous area. Where the Customer desires an extra delivery circuit, the Customer shall pay the estimated costs of the additional facilities, including any applicable taxes associated with Contribution in Aid of Construction or otherwise.

D. Service at New Locations

Service at new locations shall be rendered only when all bills for service to the Customer at any other locations have been paid, or credit arrangements satisfactory to the Company have been made.

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E. Distribution of Customer's Metered and Billing Data

Upon the Customer's request, the Company will provide one year of Customer's historical electric metered and billing data to the Customer or its designee at no charge. Requests for broader information may be provided at actual cost.

F. Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification. Where large or special investment is necessary for delivery service, or where service is to be used for temporary, or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required. The size of any required Contribution in Aid of Construction shall include all applicable taxes.

G. Temporary Service

Temporary Service is service, ordinarily not recurrent in nature, required for temporary construction power, structures or locations. Temporary Service shall be rendered only when and where the Company has the necessary facilities available to render the service applied for, without detriment to the service of other Customers.

The Customer shall pay in advance the estimated cost of installation and removal of required facilities installed for the sole purpose of the temporary service. A deposit may be required, in advance, sufficient to cover the installation and removal, materials not returnable, and the estimated cost. Where facilities are endangered by construction or proposed usage, the Customer may be required to own and maintain the transformers.

Temporary Service is available under Service Classification "GS-S", on a short-term basis. The minimum monthly bill for this Service shall be as specified under the provisions of classification "GS-S". The Customer is required to inform the Company in writing when Temporary Service is no longer needed.

H. Rights-of-Way/Permits

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I. General

The Applicant requesting electric delivery service shall furnish, without expense to the Company, suitable rights-of-way or permits in a form approved by the Company for the installation of facilities on, over, under and across the premises of the Applicant for the purpose of providing electric delivery service to the Applicant and to the premises and other users in the vicinity.

If it is necessary to acquire such rights or permits from others, such as abutting property owners, lessors, railroads, etc., in order for the Company to serve the Applicant, then the Applicant shall be responsible for obtaining such rights or permits as the Company deems necessary.

Where, due to the nature of the property to be served, the Company finds the exact boundaries are of critical importance, the Applicant shall locate and mark such boundaries by an approved method and to the reasonable satisfaction of the Company.

The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for -all residential-subdivisions, buildings, structures, or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

The Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the Company, said clearing to be completed in reasonable time to meet service requirements. The Company shall be responsible for any additional tree trimming required for the clearance and safety of its facilities.

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The construction area as designated by the Company shall be graded to within six (6) inches of final grade before the Company will commence construction. Grade stakes shall be provided within ten (10) feet of any planned ~~on-grade~~ utility equipment or buried facilities.

If subsequent to construction start-up, the Company is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation, including any applicable taxes associated with a Contribution in Aid of Construction or otherwise, shall be borne by the Applicant, its successors or assigns.

The Company shall own, operate, and maintain underground and overhead distribution lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and

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easements satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation by the Company.

The Company is not responsible for damages to Customer owned facilities located in any rights-of-way.

The Company is not responsible for any underground facilities not located under the Miss Utility Law.

2. *Required Property Information*

The Applicant shall furnish in a format acceptable to and required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items.

showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

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I. Hazardous Conditions

The Applicant shall notify the Company of any hazardous conditions which employees may encounter on the customer's property while installing or maintaining service. Where hazardous conditions exist which may impact the welfare of Company employees, the Company reserves the right to withhold service or require the Applicant to provide a non-hazardous route for necessary service facilities. The Applicant shall be responsible for all estimated costs required of the Company to meet applicable environmental or other hazardous condition laws required of our employees specifically for installation of the Applicant's service.

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PART III – CUSTOMER’S DEPOSIT

A. Customer’s Deposit to Guarantee Payment of Final Bills

The Company may require a ~~cash~~ deposit from an Applicant or an existing Customer for each account until satisfactory credit is established in accordance with the COMAR to guarantee payment of final bills for service rendered. The Company reserves the right to hold either an aggregate deposit for all deposits for all accounts for a single Customer or multiple deposits for separate accounts for a single Customer. Where the Company holds more than one deposit for separate accounts for the same Customer, the Company shall administer each deposit individually. ~~Such A Residential~~ deposit shall not be more in amount than two-twelfth (2/12) of the estimated annual applicable revenue or as may be reasonably required by the Company in cases involving a service for short periods. Non-Residential deposits are calculated in accordance to COMAR. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

Required deposits may be deferred at the Customer’s Request to the first month’s bill or may be paid in installments over three (3) consecutive monthly billing periods. Customers with a prior unpaid balance may be required to pay the full deposit prior to establishing new service.

Simple interest on deposits at a rate established annually by the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission shall be applied annually as a credit to the Customer’s account. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer’s last known address the deposit is no longer required.

Deposits ~~may shall~~ be refunded after one (1) year for Residential deposits and after four (4) years for Non-Residential deposits and after satisfactory credit has been established. Satisfactory credit for Residential deposits is defined as (i) payment of the last twelve (12) consecutive monthly bills without more than two past due bills (ii) no disconnects for non- payment and (iii) without an outstanding unpaid previous balance. Satisfactory credit for Non-Residential deposits is defined as payment of the twenty-four (24) consecutive monthly bills.

All deposits shall be collected and administered pursuant to the requirements set forth in the COMAR.

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PART IV - PAYMENT TERMS

A. Billing Period

The rates are stated on a monthly basis and bills are rendered monthly following the ~~supply~~
~~delivery~~ of service based on electric meter readings.

B. When Bills are Payable

All bills are due and payable upon presentation. The bill due date is generally calculated as the bill issue date plus twenty-one days.

C. Estimated Bills

When the Company's meter reader is unable at any regular reading date to read the Customer's meter, the Company may estimate the Customer's electric usage and render an estimated bill.

D. Returned Payments

Payments received in payment of any bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of ~~twenty-five~~
~~(\$25 (see Appendix A))~~ per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned payment and the charge shall be mailed to the Customer by first class mail.

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E. Late Payment Charge

Bills are due and payable upon presentation. If payment is not received by the Company prior to the next scheduled ~~meter reading~~~~billing~~ date, a late payment charge of one and one-half percent (~~1.5~~~~1.2~~%) of the unpaid balance, less applicable taxes and environmental surcharge shall be added to the next billing unless prohibited by law. The total late payment charge for any original balance shall not exceed five percent (5%).

The Company, upon request by the Customer, shall waive any one (1) late payment charge within the last twelve (12) consecutive billing months for residential Customers.

F. ~~Installment Payments~~ Alternative Payment Plan (APP)

Any Customer may request an Alternative Payment Plan (APP) to create an installment payment agreement as an optional means for payment of Service delinquent charges and to avoid service termination resulting from those delinquent charges. An ~~installment payment agreement~~APP is between the Customer and the Company, ~~which and~~ guarantees payment by the Customer for the amount of the agreement over the specified period. ~~Installment payment agreements~~APPs shall be made through an authorized Company representative. All requests for ~~installment payment agreements~~APPs are subject to Company approval and the Company may require these agreements to be signed by the Customer and by a Company-authorized employee. A service charge of one and one half percent (~~1~~~~1.2~~~~5~~%) per month ~~shall may~~ be applied on the unpaid balance due under this agreement. The balance amount of the agreement is not subject to the provisions of the late payment charge. Failure of the Customer to meet the conditions of this ~~installment payment~~ agreement including prompt payment of the current bill shall constitute a breach of this agreement and entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the ~~Public Service Commission of Maryland~~Maryland Public Service Commission.

G. Budget Billing

Budget billing provides a payment plan which allows Customers to levelize ~~their~~ monthly bills. The Budget Billing Plan is available to all Residential “R” and General Service Small “GS-S” Customers. “GS-S” Customers may be initially placed on the plan only in the billing months of April, May, October and November after having service for at least twelve (12) months. Any such qualifying Customer who does not have a balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven (11) months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount billed to date.

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H. Lien Charge

All amounts billed for service supplied by the Company to Customers who own and occupy the real property being supplied are subject to a lien being filed on the property if the account becomes delinquent, as stated in the Charter and Code of Easton, Maryland. Should a lien be filed by the Company, a charge will be levied against the Customer's account. Proper notice of the lien filing shall be mailed to the Customer.

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PART V – ADMINISTRATION OF SERVICE CLASSIFICATION

A. Load Inspections

When the delivery of service is under Service Classifications which base the billing demand or minimum charge upon the Customer's load, the ~~A~~ Company representative shall have access to the premises at reasonable times to inspect and measure the connected load.

B. Billing Changes

When demands are reassessed or redetermined, or power factor recomputed or remeasured, as the result of an investigation made at the Customer's request or by routine inspection, the change of billing to the new demand or power factor shall first apply to the bill for the billing period during which the investigation is made.

C. Company Assistance

The Company upon request shall assist the Customer in the selection of the most appropriate Service Classification, but the duty and responsibility of making the selection shall at all times rest with the Customer.

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D. Changing Service Classifications

The Company reserves the right to change Service Classification based on actual customer usage.

~~April, May, October and November. Any such qualifying Customer who does not have a delinquent service balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven (11) months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount paid to date.~~

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PART VI – CUSTOMER’S INSTALLATION

A. Customer’s Wiring

All of the Customer’s wiring and appurtenances shall be furnished and installed by the Customer.

The Company may delay the construction of an extension and/or service until the Applicant (or Applicants) has completed the wiring and installation of the equipment necessary to receive and use service.

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B. Description of Installation

The Customer, before connecting or purchasing any substantial electrical equipment, shall present in writing to the Company a list of devices which are to be installed giving the location of the proposed installation, so the Company may advise the Customer of the character of the service the Company shall furnish and the point at which service shall be connected and metered.

In those cases where the Company deems it necessary, the Customer shall present in writing complete specifications of equipment, loads, location plans, vaults, cable runs, substations, and

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other data required, so the Company may advise the Customer of the character of the service the Company shall furnish, the point at which it shall be connected and metered and any other requirements associated with the special conditions of the service.

For secondary underground residential and general services, the Company will own and maintain all wiring to the meter point. For overhead residential and general services the Company is responsible for the wiring up to the weather head connection point. For all general and residential services, the meter socket shall be supplied and maintained by the Customer.

For primary service customers the terminus of the Company's service from which the customer runs all wiring is, for the various types of supply, as follows:

1 ~~a)~~ Overhead with Customer owned Primary and Transformation: The Customers wiring shall terminate at the load side bushings in a ground level primary metering enclosure supplied by the Company. The Company shall be responsible for the primary riser and line side connections to the primary meter enclosure.

2 ~~b)~~ Overhead with Company owned Primary and Transformation: The Customer's wiring shall terminate at any transformer secondary. The Customer, or their electrician, shall not enter any Company overhead line approach boundary as defined in the NESC without express written prior Company approval. The overhead line shall be deenergized where practicable or performed only by individuals specifically trained in overhead hot line work and authorized to enter an NESC approach boundary.

3 ~~c)~~ Underground with Customer owned Primary Transformation: The Customer's wiring shall terminate at the load side bushings in a ground level primary metering enclosure supplied by the Company. The Company shall be responsible for the primary line side connections to the primary meter enclosure.

4 ~~d)~~ Underground with Company owned Primary and Transformation: The Customer's wiring shall terminate at the transformer secondary. The Customer, or their electrician, shall not enter any Company equipment without express written prior Company approval.

—Only the Company's representatives may make connections to any Company owned equipment.

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C. Electrical Inspection

All new wiring and equipment and changes in wiring and equipment, shall conform to the standards of the National Electrical Code and those of local public authorities in force at the time.

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The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.

D. Reverse Phase Relay

The Customer shall install at its expense a reverse phase relay of approved type on all motors or other equipment where a definite direction of rotation must be maintained.

E. Phase Protection

The Customer shall install at its expense suitable voltage or current type of devices which will protect its equipment from damage in the event of phase outages.

F. Motors

The Customer shall advise the Company of the proposed requirements of the type of motor and starting current of the Customer's equipment, as well as the voltage and phase of the service which are desired.

The Company reserves the right to refuse service to single phase motors rated five (5) horsepower or more and to polyphase motors rated less than five (5) horsepower and to polyphase motor installations having a total rating less than six (6) horsepower.

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PART VII– SERVICE, EXTENSION AND TRANSFORMER INSTALLATIONS

A. General

Services as used in this section refers to that portion of the Company's electric distribution system necessary to furnish permanent service from the Applicant's lot line to a residential building, mobile home or other commercial, industrial or multiple occupancy building. The Company's system facility from which the service is installed may be on public or private right-of-way. Services shall be installed either overhead or underground in accordance with the policies of the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission, and shall be designed and constructed with sufficient capacity and suitable material which, in the Company's judgment, shall assure the Applicant shall receive safe adequate and reasonable electric service for the foreseeable future. Services to new residential buildings or mobile homes shall be made underground.

The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall

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install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for all residential-subdivisions, buildings, structures or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

The Company, where system facilities are of adequate capacity and adjacent to the Applicant's premise, will provide, install, and maintain residential services, all to the point of connection with the Applicant's wiring. Such point shall generally be at or near the corner of the building nearest the point at which the electric service line enters the property to be served and must be such the service will be clear of obstructions and adequately supported. Any modifications requested by the Applicant must be approved by the Company. Services shall not be connected until satisfactory payments or credit arrangements are made to satisfy the charges detailed in this section.

The Company may require the Customer to provide and install at the Customer's expense suitable conduit on the line side of the meter where the Customer installs paving in areas such as roadways, driveways or patios prior to the Company's installation of its cable, or where the cable route is such that future maintenance, repair or replacement would likely require other than direct buried cable installation.

B. Applicant's Responsibilities and Requirements

The Applicant shall complete an application for electric service and provide a scaled site plan showing the proposed meter location and any underground obstructions prior to the Company beginning design. The Applicant shall be responsible to provide to the Company all of the following prior to the installation of the Company owned facilities:

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- 1 Pay any required fees for new service.
- 2 Right of Way for Company owned facilities on and off property.
- 3 A completed and signed Construction Agreement.
- 4 Provide and install Company approved meter enclosure, at a location designated by the Company.
- 5 The Company shall render service only after receipt by the Company of a notice of approval issued by the duly recognized inspection agency.
- 6 A path, clear of all obstacles, for the installation and maintenance of Company owned facilities.
- 7 The Applicant shall be responsible for the installation of all necessary conduits, manholes, and transformer pads on their property and they shall be installed in accordance with Company specifications.
- 8 The construction area, as designated by the Company, will be within six inches of final grade, unless otherwise agreed to by the Company.
- 9 Adequately mark and uncover existing and proposed privately owned facilities.

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C. Service Installation

1. Residential Service

The Company shall provide, own and maintain residential services. The Applicant shall pay the Company a charge for such new service ~~equal to \$7.49 per foot~~ (see Appendix A). There shall be a minimum seventy-five (75) foot charge for single-family dwelling units. All other residential services shall have a thirty (30) foot minimum charge. Any such payments shall not be waived or refunded.

2. Non-Residential Services

The Company shall provide, own and maintain non-residential services. The Company's investment in Non-Residential Services and line extensions shall be limited to three times the related estimated annual service revenue. Where the estimated revenue does not justify the estimated costs of installation. The Applicant shall pay for all estimated costs associated with the service. Any such payments shall not be waived or refunded.

3. Special Service Conditions

The Applicant shall be responsible to provide a service path, clear of all obstacles for the installation and maintenance facilities. The path shall identify by a method approved by the Company. Where the Applicant requests the Company and the Company agrees, to install facilities which are more costly than those normally furnished, the Applicant will be charged the difference in cost.

Where the Applicant, by virtue of site conditions, causes a more costly than normal installation or maintenance, the Applicant will be charged the difference in cost. The calculation of the difference in cost shall be based on a standardized costing approach that includes all costs, including but not limited to: actual expenses incurred for materials and labor (including both internal and external labor) employed in the design, purchase, construction and/or installation; costs of permits and rights-of-way acquisition; corporate overheads (including engineering, supervision and administrative and general costs) and other loading factors, and any applicable taxes associated with a Contribution in Aid of Construction or otherwise.

Where environmental or other hazardous conditions require special work practices to comply with applicable rules or laws, the Company reserves the right to withhold service until a clear non-hazardous access can be provided or to charge the Applicant the additional costs.

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Service lines shall not be installed inside or under Applicant's residence or building. Where residential or building extensions have inadvertently covered existing services, Applicant will be charged for immediate relocation as maintenance is required.

When replacement or repair of privately owned services is necessary, the Company may, if agreed to by the Customer, make the necessary repairs or replacements. The Customer shall be charged for all costs incurred by the Company.

D. Modification or Relocation of Existing Services

Any modifications, changes or relocations of existing Company-owned services shall be made by mutual agreement of the Company and the Customer. The Customer shall be charged for such modifications, changes or relocations.

In the event the Company shall be required by any public authority to place underground or relocate any portion of the Company's electric system, The Customer at its expense shall make the necessary changes in the location of its facilities to accommodate such changes. If any extension or modification is required to an existing service, those costs shall be the responsibility of the Customer.

E. Transformer and Meter Installations

The Company shall make transformer or meter installations on easements and rights-of-way only as permitted by the regulations of the public authorities. The type of metering or load requirements may require the Customer to provide for the installation of transformer facilities on private property.

Non-residential transformer pads are installed by the Company and paid for by the Customer.

The Company shall be responsible for all line and load side transformer connections.

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PART VIII – METER INSTALLATIONS

A. Meters Provided and Owned by the Company

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement of the service provided under each contract.

B. Meter Locations

The Company shall designate the location of meter(s). Meter connections shall not be concealed by plaster, sheathing, landscaping or any other means. All meter locations are subject to periodic

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inspection and require a minimum of a three (3) foot clearance to satisfy meter reading, equipment maintenance requirements and emergency response.

For secondary or primary metered installation, the Customer shall provide on ~~his~~ Customer's property, without charge to the Company, suitable space and an approved support, enclosure or other facility as required for mounting of metering equipment.

Where multiple meters are required, each meter position shall be clearly and visibly marked so each meter position is identified as to the location to which service is being supplied. Meters shall not be installed by the Company until this has been accomplished.

C. Right to Remove Company's Equipment

All meters, instrument transformers or other service equipment supplied by the Company shall remain its exclusive property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

D. Reverse Registration

The Company may, by ratchet or other device, control its meters so as to prevent reverse registration.

E. Meter Tests

~~All meters~~ All meters shall be tested by the Company in accordance with its periodic test schedule and in a manner prescribed by the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission. Meter tests performed at the request of a Customer shall be made in accordance with Part IX.

F. Residential Multiple Occupancy Buildings

Any new residential multiple occupancy building shall be individually metered for each occupancy unit that is individually leased or owned.

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G. Unscheduled Meter Reading

~~Notwithstanding billing disputes, When a Customer requests requires~~ a meter reading of a non-demand meter on an unscheduled meter reading date, the Customer ~~may shall~~ be charged ~~twenty-five dollar (\$25) (see Appendix A)~~ per meter for that special meter reading service per occurrence. When a Customer ~~requests requires~~ a meter reading of a demand meter on an unscheduled meter reading date, the Customer shall be charged on a time and material basis per meter, ~~not to exceed one hundred dollars (\$100) per meter,~~ for that special meter reading service per occurrence. This special meter reading service shall be for data collection or informational purposes only. This service shall not be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Customer's additional expense.

H. Remote Reading Devices

The Company, at its discretion or upon request from a Customer may install remote reading devices, subject to availability. Remote reading devices shall be owned, installed and maintained by the Company. When requested by the Customer and approved by the Company, such installation may be made at cost payable by the Customer. The location of the remote reading device shall be subject to Company approval.

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PART IX – ADJUSTMENT OF CHARGES

A. Fast Watt-Hour Meter

Whenever a watt-hour meter in service is found to have a positive weighted average error, upon test made by the Company or the ~~Public Service Commission of Maryland~~Maryland Public Service Commission, that is when it over-registers or is fast, in excess of two percent (2%), the Company shall credit or refund to the Customer an amount equal to the excess paid for the

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kilowatt-hours incorrectly metered. The refund shall be for the period the Customer received service through the meter, but for not more than the periods established below:

1. Known Date of Error – If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.
2. Unknown Date of Error – If the time at which the error first developed or occurred cannot be established, it shall be assumed the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter last tested, whichever is less.

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B. Slow or Stopped Meter

When a meter is found, upon test made by the Company or the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission, to have a weighted negative average error, that is when it under-registers or is slow, in excess of two percent (2%), or to be stopped, or in case of a polyphase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of the Company, but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, the Company shall estimate the proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods or by such methods as the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission may authorize or direct. Except in cases of tampering, theft, inaccessibility to the meter, or unauthorized overload, the Company shall bill the customer one-half of the unbilled error for a period of 3 months, unless the meter has been tested within that 3-month period, in which event the Company may bill the Customer one-half the unbilled error for the period since the meter was last tested.

C. Demand Meter

Whenever a demand meter is installed, the readings, or indications of which are utilized in computing the charges is found, upon test by the Company or the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission, to be in error, in excess of the limits indicated below, the charges to the Customer shall be adjusted in the same manner as prescribed under watt-hour meters above.

METER TYPE

LIMITS OF ACCURACY

Integrated Demand Meters

± 2% of full scale reading

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Lagged-Demand Meters $\pm$ ~~42~~% of final indication

D. Requests for Meter Tests

Upon request by a Customer, the Company shall test the Customer's meter provided such tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, the Company shall charge the Customer ~~thirty dollars (\$30)~~ (see Appendix A) for testing a non-interval meter. For testing a demand meter, the charge shall be rendered on a time and material basis per interval meter tested, ~~not to exceed five hundred dollars (\$500) per interval meter tested.~~ No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer, or its representative, may be present when the Customer's meter is tested. A written report of the test shall be mailed to the Customer within ten (10) business days after the completion of the test.

At the Customer's request, the Company will provide the Customer with the Company's time and material cost estimate for testing the Customer's demand meter, prior to the work being performed. If the Customer believes the estimate is unreasonable, the Customer and the Company will work together in good faith to identify a mutually-acceptable third party to perform the meter test where such alternative meter testing shall meet the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission's meter testing standards. To the extent that a third party performs the work, such work shall be deemed to be performed for the Customer. Each party (the "Indemnifying Party") shall indemnify the other against any claims of third parties arising out of the Indemnifying Party's acts or omissions with respect to the testing of Customer's meter and any associated telemetering equipment.

E. Adjustments for Incorrect Billings

Incorrect billings resulting from clerical error, incorrect meter installation, meter inaccuracy or reading, incorrect applications of the rate schedule or other similar reasons shall be corrected immediately upon discovery and corrected bills rendered to the Customer. However, in the case additional charges are due from the Customer under the application of this paragraph, retroactive billing may not be for more than 12 months prior to the discovery of the error unless authorized by the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission. The Company may seek the Commission's authorization for retroactive billing for undercharges which occurred more than 12 months but not more than 3 years. If the Customer has been overcharged, the Company shall refund the amount due by credit to the Customer's account, or in the case of an unknown date of the error, for a period of 3 years or a period equal to one half of the time since the date upon which it can be established the error did not exist, whichever is less.

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In the event additional charges are due the Company, installment payments shall be offered for not less than the number of months the account was billed in error.

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PART X – CONTINUITY OF SERVICE BY COMPANY

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A. Company Liability

1. The Company does not guarantee continuous uninterrupted electric service and, except as provided herein, shall not be liable for any change in, interruption, phase loss or reversal, or resumption of service. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost damage, expense, or any other liability (all of which shall be considered “Damages”) regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.
2. The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: Acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities, preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company’s Customers goods, services, equipment or other products to be delivered through the Company’s facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

B. Notice of Trouble

The Customer shall notify the Company promptly of any defect in service or of any trouble or irregularity in the electric supply or delivery service.

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C. Prearranged Interruption of Service

Whenever it is necessary to interrupt service for work on lines or equipment, such work shall be done, to the extent practical, at a time that will cause the least inconvenience to the Customer. The Customer(s) to be affected shall, if practical, be notified in advance of such interruptions.

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PART XI – CUSTOMER’S USE OF SERVICE

A. Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of the electric energy provided by the Company except in master-metered apartment houses, office buildings or shopping centers in accordance with the COMAR. Purchase of energy for use by tenants located on the Customer’s property, when the cost to the tenant of such energy is included in the normal rental charge for occupancy of the premises, shall not be considered as resale.

B. Multiple Occupancy Buildings

Multiple occupancy buildings and shopping centers shall not be master metered, but shall be individually metered for each occupancy unit that is individually leased or owned, except as permitted pursuant to Maryland Law. For the purposes of this paragraph, individual meters include only meters installed and owned by the Company.

C. Fluctuations

Electric Delivery Service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the Company’s delivery system. Should such fluctuations or disturbances be caused by the Customer, the Company may discontinue service or require the Customer to modify its installation and/or install and maintain approved controlling devices at the Customer’s expense.

D. Unbalanced Loads

Where non-residential service is rendered, the Customer shall at all times take and use energy in such a manner the load will be taken equally between phases. Should this not be possible and the unbalancing exceed ten percent (10%) of the lesser phase, the company reserves the right to compute the demand for billing purposes on the assumption the load on each phase is equal to that on the greatest phase.

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E. Transient Voltages

Where equipment such as welders, x-rays and radio transmitters, requires other than standard construction of the Company's facilities to prevent objectionable interference with the Company's service to any of its Customers, the Customer, at his expense shall furnish, install and maintain any corrective measures necessary to obviate it, or as compensation for special construction, pays the Company the estimated installed cost of the additional main and service line facilities.

Customers are cautioned certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operation. The Company shall not be liable for transient voltage-related damage or loss.

F. Superimposition of Electric Signals on the Company's Electric System

When the Customer couples to or superimposes any signal on its electric system for equipment control, load management control, carrier current transmission, signal systems, communications, broadcasting or any other purpose, the Customer shall be responsible for preventing any such signals from being imposed upon or entering the Company's metering and electric system.

G. Power Factor

The average power factor under the operating conditions of the Customer's load at the point where the electric delivery service is metered shall not be less than ninety percent (90%) lagging.

Where lighting, welding, motors or other electrical equipment or devices having low power factor characteristics are installed, the Customer shall furnish, install and maintain, at its own expense, corrective apparatus which shall increase the average power factor of the individual units or the entire installation to not less than ninety percent (90%) lagging.

H. Uses Other than Stated in Contract

The Company's service shall not be used for any purpose or any place other than stipulated in the Customer's contract for service except by written consent of the Company.

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I. Characteristics of Service

The Company's service shall consist of sixty (60) hertz, single-phase or three-phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load.

Voltage delivered to Customer's facilities shall normally be maintained with the limits prescribed by the regulations of the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission, except under emergency conditions and/or conditions beyond the reasonable control of the Company.

A Customer or prospective Customer must contact the Company to ascertain the type of service the Company shall provide before making plans for receiving electric service or making alternations to existing service.

Secondary Service – Single-phase or three-phase circuits carrying a nominal voltage of 480 volts or less between any two conductors.

Primary Service – Single-phase or three-phase circuits carrying a nominal voltage of 8,320 volts or 25,000 volts between any two conductors.

J. Change of Installation

The Customer shall give immediate written notice to the Company of any proposed substantial increase or decrease in or change of purpose or location of the Customer's installation. The service connection, transformers, meters and equipment supplied by the Company for each Customer have a definite capacity and no additions to the equipment or load connected thereto shall be permitted except by written consent of the Company. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or their auxiliary apparatus or the transformers or wires of the Company caused by the additional or changed installation.

K. Limitation of Use

No other source of electric supply shall be introduced or permitted, directly or indirectly, for the Customer's use without written notice to the Company and written consent of the Company which shall not be unreasonably withheld. An installation for which permission has been granted must be made so the supply of current from the Customer's generator cannot feed into the

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Company’s distribution system, unless agreed to by contract between the Company and the Customer. In addition, such source of supply must meet all of the requirements of PJM.

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PART XII – DEFECTS IN CUSTOMER’S INSTALLATION

A. Company’s Right to Inspect

The Company shall have the right, but shall not be obliged to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the Company’s standard requirements; but such inspection, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of Company Rules, or from accidents which may occur upon the premises of the Customer.

B. Defective Installations

If at any time the wiring, fixture or appliances of the Customer are found to be defective or dangerous by the Company’s representative or by the local public authorities, service may be refused or discontinued until the Customer has the condition corrected.

C. Customer’s Responsibility

The Company assumes no responsibility for any damages ~~done by or~~ resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, its agents, or employees, the cost of the necessary repairs or replacements shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

D. Company Liability

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The Company shall not be liable for any loss, cost, damage or expense resulting from the presence of electric current or the Company's equipment on the Customer's premises, or from the use of the service of the Company by the Customer.

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PART XIII – ACCESS TO PREMISES

A. Access to Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at all reasonable times to the premises of the Customer for the purpose of reading the Company's meters, connecting and disconnecting service, operating, testing, inspecting, repairing, maintaining, removing or replacing any or all of the Company's apparatus used in connection with the delivery of electricity. If the Company's meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by Company agents or representatives.

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PART XIV – TAMPERING WITH COMPANY’S PROPERTY

A. Tampering Expressly Forbidden

The Customer shall protect the equipment of the Company on premises, and shall not permit any~~No~~ person except a duly authorized representative of the Company ~~shall~~TO make any connection or disconnection, either temporary or permanent between the service load of the Customer and the service wires of the Company or set, change, remove or interfere with or make any connections to the Company’s meter or other property or any wiring between the Company’s meter and the service wire of the Company.

B. Liability for Tampering

In the event of the Company’s meters or other property being tampered or interfered with, the Customer being supplied through such equipment or other responsible party shall pay the amount which the Company may estimate is due for service used but not registered on the Company’s meter and for the costs of any repairs, replacements required, investigations, inspections, costs of prosecution including legal fees, installation of any protective equipment and any other changes in the Customer’s installation as may be required by the Company. The other responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment. The Customer being supplied through such equipment or the other responsible party shall also be responsible for paying all costs associated with the tampering investigation, including, but not limited to field and office work.

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PART XV – COMPANY’S RIGHT TO DISCONTINUE SERVICE

A. Right to Discontinue Service

The Company reserves the right to discontinue the service for any of the following reasons.

1. *Without Prior Notice*

- a. Unavoidable shortage or interruptions in Company’s source of supply or other cases of emergency.
- b. Whenever a hazardous condition is found to exist on the Customer’s premises.
- c. ~~Interference, tampering~~Interference, tampering or other unauthorized use ~~of meters~~of meters or Company equipment or diversion of service.
- d. Whenever environmental or other hazardous conditions would expose Company employees to undue risk in the maintenance of Customer Service.
- e. Exceeding the limits of current supply specified on the Application for Service without the required notice.

2. *With Prior Notice*

- a. Failure to remedy conditions having detrimental effect on Company equipment or on the service of others.

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- b. Non-payment of any bill for electric service which is greater than \$50 if the security deposit is less than the total owed.
- c. Non-payment of any bill for electric service which is less than \$50 and has been outstanding for ~~32~~ months or longer.
- d. Violation of or noncompliance with these Rules and Regulations or the effective Service Classification or Contract. The Company may refuse to provide any service until the Customer has corrected the conditions constituting such violation or noncompliance.
- e. Failure to pay a deposit as requested.
- f. Misrepresentation of or failure to disclose any material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
- g. Refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
- h. Failure to pay Service Installation costs.
- i. For providing a false name or social security number or for failing to disclose, upon request, that past services have been received and not paid for under a different name or social security number.
- j. Withdrawal or termination of the proper permits, certification or rights-of-way.

3. *Notice*

- a. The notice provided for in Part XV-A-2 shall consist of not less than fourteen (14) days' notice sent by first class prepaid mail deposited in a United States mailbox and addressed to the Customer at ~~his-the~~ last known mailing address appearing on the records of the Company. The notice shall conform with the requirements of the COMAR.

B. Reconnection Charge

Service disconnected by the Company for any reason set forth in Part XV-A shall be restored only on payment of the appropriate reconnection charge stated below in addition to the previous balance due under the Customer's contract, except when it has been necessary to disconnect or remove overhead or underground service wires to effect discontinuance of service. In such cases,

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the actual costs of discontinuance and reconnection shall be applicable in addition to the previous balance due.

Any Customer whose service has been disconnected or limited may be required to post a deposit in order to have service reconnected.

Time of Reconnection

Reconnection Charge

8:00 am to 4:00 pm	Mon – Fri., excluding Company Holidays	\$5035.00
4:00 pm to 7:00 pm	— Mon- Fri., Weekends & Company Holidays	— \$745.00
7:00 pm to 8:00 am	— Any Day No reconnections performed	

Disconnection

At location other than meter ~~— \$70125.00~~

C. Collection of Payments at the Premises

At the Company’s option, the Customer may avoid service termination for non-payment of bills by making payment of the ~~past due~~previous balance due to a Company representative at the premises.

In addition to payment of the ~~past due~~previous balance, there shall be a fee of ~~\$35.00~~ (see Appendix A) per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through an authorized Company representative.

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PART XVI – DISCONTINUANCE OF SERVICE BY CUSTOMER

A. Notice to Discontinue

The Customer must give the Company at least five (5) days ~~written~~ notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter shall have been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

B. Completion of Term

If, by reason of any act, neglect or default of a Customer or its agent, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of

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any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

C. Final Bill

The final bill for service shall be based on an actual meter reading, unless the Company cannot gain access to the premises, and is due and payable when rendered.

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PART XVII – EXTENSIONS

A. General

Extensions to the Company's electric system shall be provided, owned and maintained under the terms and conditions herein enumerated.

Extensions, as used in this section, refer to overhead or underground conductors and associated materials that must be constructed along public streets, roads and highways, or on private property from the Company's existing electric system to the Applicant's lot line.

Extensions shall be installed either overhead or underground in accordance with the policies of the ~~Public Service Commission of Maryland~~Maryland Public Service Commission, and shall be designed with sufficient capacity and suitable materials which, in the Company's judgment, shall

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assure the Applicant, or Customer, shall receive safe, adequate and reasonable electric service for the foreseeable future. Modifications to the Company's design, requested by the Applicant, shall be made when such modifications are acceptable to the Company in its sole judgment.

Where the Applicant requests the Company to install facilities which are more costly than those proposed to be furnished by the Company, the Applicant shall pay the Company the difference in cost between the requested installation and that deemed necessary by the Company.

1. The Company shall provide, own and maintain line extensions. The Company's investment in line extensions shall be limited to three (3) times the related estimated annual distribution service revenue, ("Estimated Revenue"), from Customers to be initially served from the line extension. Where such Estimated Revenue does not justify the estimated investment in the extension, the Applicant shall provide a deposit in accordance with Part XVII-D. However, the Company shall construct the line extension from the Applicant's lot line to the existing underground or overhead line on either side of the street at no charge to the Applicant.

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2. For the purpose of definition those Customers to be initially served shall be considered as buildings under construction at the time the contract for the extension is signed. As additional facilities are needed to serve additional Customers, the Applicant may be required to make an additional deposit or may receive a refund accordingly.

When a line extension and service are both required to provide service to a non-residential Customer, the Estimated Revenue shall be compared to the total estimated investment of the line extension and service.

Where Customers are served from private facilities, the Company may, upon request, provide maintenance to such facilities with all costs borne by the Customer.

B. Extension Installation

1. Residential Extension

The Company shall provide, own and maintain residential line extensions. The Company shall construct the line extension from the Applicant's lot line to the existing underground or overhead line on either side of the street at no charge to the Applicant.

2. Non-Residential Extension

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The Company shall own and maintain non-residential line extensions. The Applicant shall pay the estimated cost in advance to construct the line extension from the Applicant's lot line to the existing underground or overhead line.

C. Extension for Subdivisions

Underground electric distribution system means that portion of the Company's electric utility distribution plant necessary to furnish permanent underground service to all present and anticipated residential buildings and mobile homes in a subdivision. The system includes underground electric service lines as defined in Part VII.

1. For underground electric distribution systems installed in subdivisions, the Company shall construct a connection from the boundary line of the Applicant's subdivision to the Company's existing supply facilities, subject to the following provision:

- (a) The extension from the boundary line of the subdivision, for a maximum distance of 200 feet, shall be made underground, at the Company's expense; and
- (b) If an extension in excess of 200 feet is required, then the extension over 200 feet shall be made underground and the applicant must pay in advance the estimated installed cost.

2. When, due to the manner in which a subdivision is developed, the Company is required to construct an underground electric distribution system through a section or sections of the subdivision where service will not be connected for at least 2 years, then the Company may require the Applicant to pay ~~a deposit~~ a financial guarantee for the estimated installed cost of the underground distribution system less the estimated installed cost of transformers, meters, and services.

The ~~deposit~~, without interest, shall be returned to the Applicant on a proportional basis as each new customer in the subdivision completes his permanent service connection.

Any portion of the deposit remaining unrefunded ~~five (5) years~~ (105) years from the date the Company is first ready to render service from the extension will be retained by the Company.

3. The Applicant shall furnish in a format acceptable to and as required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a

safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

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4. Each Applicant will cooperate with the Company, in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible. Additional costs arising from failure of the Applicant to cooperate with the Company, such as making changes in grade or failing to maintain grade, shall be borne by the Applicant.

If an underground installation is to be constructed within a subdivision designed to include large open areas which would result in an abnormal increase in the investment per customer required to construct the underground distribution

system, then the Company may refer the matter to the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission for a ruling as to whether a charge should be assessed against the Applicant, and the amount of the charge, if any.

5. The Applicant requesting electric delivery service shall be responsible to install all conduit necessary, without expense to the Company, to provide a service path, clear of all obstacles for the installation and maintenance of electric facilities. The Applicant shall install all the electrical conduit components necessary as specified by the company from the Company determined starting point beginning at the Applicant's boundary/lot line to a company specified metering or ending point for all residential subdivisions, buildings, structures or mobile homes as well as all commercial, industrial or multiple occupancy subdivisions or buildings.

D. — Deposits

~~Deposits required for extensions shall be the amount equal to the estimated installed cost of the extension. Such deposit shall not exceed the equivalent of \$1.00 per foot of the line extension that is not on the Applicant's property.~~

~~Should the Applicant provide a Letter of Credit or other Financial Instrument, the Estimated Revenue attributable to the extension shall be examined prior to the Letters' or other Instruments' expiration. The Company shall draw on the Letter of Credit or Instrument where a continued financial guarantee is still required. Such draw shall then be considered a deposit under the above section.~~

D. Financial Guarantees

Financial Guarantees required for extensions shall be the amount equal to the estimated installed cost of the extension less three (3) times the estimated annual delivery and transmission service revenue, ("Estimated Revenue"), from the Customer to be initially served from the extension. Such deposit shall not exceed the equivalent of \$3.00 per foot of the line extension that is not on the Applicant's property, subject to appeal to the Maryland Public Service Commission if this should appear to be impractical. Financial Guarantees may be made by deposit, Letter of Credit or other financial instruments at the Company's discretion.

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Should the Applicant provide a deposit it will be returned to the Applicant (without interest) in an amount equal to three (3) times the estimated annual delivery and transmission service revenue, Estimated Revenue, from new Customers as each new Customer completes its permanent service connection directly from the extension for which the deposit was required. In no case shall the total refund be greater than the Applicant's deposit. Any portion of the deposit remaining unrefunded after ten (10) years from the date the Company is first ready to render service from the extension shall be retained by the Company.

Should the Applicant provide a Letter of Credit or other Financial Instrument, the estimated revenue attributable to the extension shall be examined prior to the Letters' or other Instruments' expiration. The Company shall draw on the Letter of Credit or Instrument where a continued financial guarantee is still required. Such draw shall then be considered a deposit under the above section.

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PART XVIII - RESIDENTIAL SERVICE

A. Availability

This rate applies throughout the territory served by the Company and is available to any Customer desiring service for a one-family residence or one-family apartment.

B. Contract Term

Residential contracts are on a monthly basis until terminated.

C. Monthly Rate

The monthly charges and rates under this Service Classification are shown on Tariff Sheet No. 47.

D. Public Service Company Franchise Tax

In addition to the charges provided for in this Service Classification, the Public Service Company Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax, unless the Customer is exempt from such tax.

E. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

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MONTHLY CHARGES AND RATES

SERVICE CLASSIFICATION - RESIDENTIAL - "R"

Distribution Charges:

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	SUMMER	WINTER
	Billing Months	Billing Months
	June Through September	October Through May
	Bills Rendered on and after 49 /1/202 40	Bills Rendered on and after 49 /1/202 40
Customer Charge	\$6.18 \$7.72/Month	\$6.18 \$7.72/Month
Distribution Rate:		
First 1,000 kWh Rate	\$0. 052 0749/kWh	\$0. 052 0.0749/kWh
Excess kWh Rate	\$0. 052 0749/kWh	\$0. 036 0519/kWh
Universal Service Program Rate	Refer to the 'USP' Rider	Refer to the 'USP' Rider
Franchise Tax	\$0.000620/kWh	\$0.000620/kWh
Environmental Surcharge	\$0.000146/kWh	\$0.000146/kWh
RGGI Rate Credit	Refer to the 'RGGI Rate Credit' Rider	Refer to the 'RGGI Rate Credit' Rider

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Energy Charge:

Energy Rate, all kWh Refer to the "ER" Rider

Maryland Environmental Surcharge:

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A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “GS-S”

GENERAL SERVICE – SMALL

A. Availability

This rate is available to any Customer having an average monthly maximum measured demand of 250 kW or ~~less in~~ less in the preceding calendar year and desiring service at secondary voltage as defined in Part XI-I of the Rules and Regulations. Any customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such customer’s maximum measured demand in succeeding month’s may be 250 kW or more. After such 12 billing months, at the Customer's option, the Customer may be transferred to Service Classification "GS-L" provided the Customer has had an average maximum measured demand of more than 250 kW for the preceding calendar year. This rate is available to all temporary services.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than (1) year may be required if special investment by the Company is necessary. Temporary services are month-to-month extensions until terminated.

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 50.

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D. Measured Demand

1. The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.
2. For demands of less than fifteen kilowatts (15 kW), the demand of a Customer may be determined, at the option of the Company, by measurement, by assessment after test, or by estimation.

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E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, The ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax. Unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

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I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

The customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than ninety (90) percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety (90) percent and divided by the percent power factor.

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K. Primary Metering Discount

A discount of three (3) percent of the energy (kWh) charge will be allowed when the service is metered at primary voltage and the Customer owns, installs, and maintains all transforming, switching and protective equipment.

Demand (kW) shall be discounted.

SERVICE CLASSIFICATION - GENERAL SERVICE-- SMALL - "GS-S"

Distribution Charges:

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	Bills Rendered on and after 49 /1/202 40
Customer Charge	\$12.62 \$15.70
Distribution Rate:	
First 10,000 kWh Rate	\$0. 0543 <u>0683</u> /kWh

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Excess kWh Rate	\$0. 0373 <u>0470</u> /kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$5.236.30 /kW

Universal Service Program Rate	Refer to the “USP” Rider
Franchise Tax	\$0.000620/kWh
Environmental Surcharge	\$0.000146/kWh

Energy Charges:

Energy Rate, all kWh	Refer to the "ER" Rider
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Maryland Environmental Surcharge:

A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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GENERAL SERVICE – LARGE

A. Availability

The rate is available to any Customer having an average monthly maximum measured demand of greater than 250 kW in the preceding calendar year and desiring service at secondary voltage as defined in Part XI-I of the Rules and Regulations. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's maximum measured demand in succeeding months may be 250 kW or less. Any Customer taking service under this Service Classification whose average measured demand in the preceding calendar year is 250 kW or less will be automatically transferred to Service Classification "GS-S" effective with the next succeeding billing month.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than (1) year may be required if special investment by the Company is necessary or demands greater than one thousand kilowatts (1,000 kW).

C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 53.

D. Measured Demand

1. The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.
2. For demands of less than fifteen kilowatts (15 kW), the demand of a Customer may be determined, at the option of the Company, by measurement, by assessment after test, or by estimation.

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E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, the ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax, ~~u~~ Unless the Customer is exempt from such tax.

H. Rules and Regulations

The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

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The Customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than ninety (90) percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by ninety (90) percent and divided by the percent power factor.

K. Primary Metering Discount

A discount of three (3) percent of the energy (kWh) charge will be allowed when the service is metered at primary voltage and the Customer owns, installs, and maintains all transforming, switching and protective equipment.

Demand (kW) shall be discounted.

SERVICE ~~CLASSIFICATION~~ - ~~CLASSIFICATION~~ - GENERAL SERVICE - LARGE -
“GS-L”

Distribution Charges:

Bills Rendered on and after
~~49~~/1/202~~40~~

Customer Charge	\$32.67/Month
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Distribution Rate:

First 10,000 kWh Rate	\$0. 062470849 /kWh
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Excess kWh Rate	\$0. 02618.0356 /kWh
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Demand Rate First 15 kW	No Charge
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Demand Rate Greater Than 15 kW	\$ 4.856.30 /kW
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Universal Service Program Rate	Refer to the “USP” Rider
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Franchise Tax	\$0.000620/kWh
Environmental Surcharge	\$0.000146/kWh

Energy Charges:

Energy Rate, all kWh	<u> </u> Refer to the "ER" Rider
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Maryland Environmental Surcharge:
 A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “GS-P” - GENERAL SERVICE - PRIMARY

A. Availability

Available for three-phase service at standard Company voltage at or below 25,000 volts. The standard voltage available depends upon the location, character and size of Customer’s load.

B. Contract Term

Contracts, when required, are for an initial period of one (1) year with automatic month-to-month extensions until terminated. A contract for an initial period of more than one (1) year may be required if special investment by Easton Utilities is necessary or demands greater than one thousand kilowatts (1,000 kW).

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C. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 56.

D. Measured Demand

The measured demand shall be the greatest demand established by the Customer during any thirty (30) minute period of the month as measured by a demand meter, taken to the nearest whole kilowatt.

E. Billing Demand

The highest kilowatt demand determined either by a thirty (30) minute integrated demand meter or a thirty (30) minute lagged thermal demand meter, occurring during the month, taken to the nearest whole kilowatt, shall be the billing demand for that month, except that the billing demand shall not be less than 75% of the highest billing demand determined during the preceding eleven (11) months.

F. Minimum Charge

The minimum monthly charge shall be the Customer Charge.

G. ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax

In addition to the charges provided for this Service Classification, The ~~Public Service Company~~ Maryland Public Service Commission Franchise Tax shall apply to all sales rendered hereunder before the application of the Maryland Sales Tax. Unless the Customer is exempt from such tax.

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H. Rules and Regulations

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The Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification.

I. Metering

The Company shall normally furnish, install, maintain and own one (1) set of metering equipment for measurement under this Service Classification.

J. Power Factor

The customer agrees to maintain unity power factor as nearly as practicable. The Company reserves the right to measure the power factor. Should such measurements indicate that the average power factor is less than 90 percent, demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90 percent and divided by the percent power factor.

SERVICE CLASSIFICATION - GENERAL SERVICE-PRIMARY SERVICE “GS-P”

Distribution Charges:

	Bills Rendered on and after 49 /1/202 40
Customer Charge	\$97.80/Month

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Distribution Rate:

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First 10,000 kWh Rate	\$0. 04935 <u>0650</u> /kWh
Excess kWh Rate	\$0. 03270 <u>325</u> /kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$4.596.30
Universal Service Program Rate	Refer to the “USP” Rider
Franchise Tax	\$0.000620/kWh
Environmental Surcharge	\$0.000146/kWh

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Energy Charges:

Energy Rate, all kWh	Refer to the "ER" Rider
SERVICE CLASSIFICATION “SL”	

Maryland Environmental Surcharge:

~~—————A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.~~

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SERVICE CLASSIFICATION “SL”

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STREET AND HIGHWAY LIGHTING SERVICE

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A. Availability

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Available only for the lighting of public streets, public alleys, public highways and other public outdoor areas located within the service territory, where service is supplied from the existing distribution system and where the Company owns and maintains all equipment. Service will be supplied from dusk to dawn each night.

Existing fixtures will not be replaced at the end of their useful life if replacements cannot be secured through normal supply channels. The Company will be the sole judge as to the end of the useful life.

B. Monthly Rate

The Monthly Charges and Rates under this Service Classification are shown on Tariff Sheet 58.

For the purpose of this schedule, the monthly kilowatt hour consumption will be determined by multiplying the kilowatt rating of the fixture by 350 hours.

C. General

The Company will supply service for underground installations, provided the Customer agrees to excavate, fill and resurface streets or replace curbing necessary for the installation and maintenance of the underground cable.

When metal poles are used for street lighting the Customer will supply all labor and material for the installation of the concrete base according to the Company's specifications. No work shall be done on Customer's equipment or connected to the Company's distribution system without the Company's approval.

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SERVICE CLASSIFICATION - STREET AND HIGHWAY LIGHTING-~~LIGHTING~~-"
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Distribution Charges:

Bills Rendered on and
after ~~49~~/1/202~~40~~

Customer Charge \$0.00/Month

Distribution Rate:

All kWh \$0.~~0686~~0683/kWh

Universal Service Program Rate Refer to the “USP” Rider

Franchise Tax \$0.000620/kWh

~~Environmental Surcharge~~ ~~\$0.000146/kWh~~

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Energy Charges:

Energy Rate, all kWh Refer to the "ER" Rider

Maryland Environmental Surcharge:

—————A charge each month shall be applied to all kWh sales at the current rate set by the Maryland Public Service Commission.

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SERVICE CLASSIFICATION “BSWEGS” - BIOMASS, SOLAR AND WIND
ELECTRIC GENERATION SERVICE

A. Availability

This Service Classification is available to any eligible Customer that owns and operates, or leases and operates a customer-generator that:

- ~~1~~ ~~1)~~ uses as its primary source of fuel: biomass, micro combined heat and power (MCHP), solar, qualifying closed conduit hydroelectric, fuel cell or wind consistent with Public Utilities Article §7-306, Annotated COMAR;
- ~~2~~ ~~2)~~ has a capacity of not more than 2 MW except for a MCHP customer-generator which must have a capacity of not more than 30 kW;
- ~~3~~ ~~3)~~ is located on the Customer’s premises or contiguous property;
- ~~4~~ ~~4)~~ is interconnected and operated in parallel with an electric company’s transmission or distribution facilities; and
- ~~5)~~ is intended primarily to offset all or part of the Customer’s own electricity requirements.

~~5~~

Consistent with COMAR 20.50.10.01 D.(1)(6), a Customer’s proposed customer-generator system may not exceed two-hundred (200) percent of the Customer’s Baseline Annual Usage. The Customer’s Baseline Annual Usage is the total of the Customer’s previous twelve months of electricity use in kilowatt-hours at the time of the installation or upgrade of the Customer’s generating system. If the Customer does not have twelve months of electric energy use in kilowatt-hours at the time of the installation of the Customer’s generating system, then the Baseline Annual Usage may be estimated based on a mutually agreeable methodology subject to approval by the Maryland Public Service Commission.

This Service Classification is available on a first-come, first-served basis as long as the total rated electric generating capacity of eligible customer-generators in the State of Maryland does not exceed 1,500 MW.

B. Connection to the Company’s System

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If the eligible customer-generator is designed to produce over 100% of the Customer's Baseline Annual Usage as described in Section A. Availability above and has a capacity of more than 1 MW, the Customer, at their expense, must enter the generator queue to be studied by PJM, , and receive written approval before interconnecting with the Company's electrical distribution or transmission system.

Any Customer who elects this Service Classification must submit a completed Interconnection/Participation Application with the Company, in writing, at least thirty (30) days prior to activating the eligible customer-generator. The eligible customer-generator shall not be connected to the Company's system unless it conforms to the National Electrical Code, the Institute of Electrical and Electronic Engineers, Underwriters Laboratories and all applicable codes of the local public authorities. The Customer must obtain, at their expense, all necessary inspections and approvals required by the local public authorities before the eligible customer-generator is connected to the Company's electric system. The eligible customer-generator shall have adequate protection as described in Section H below.

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C. Delivery Voltage

The delivery voltage of the eligible customer-generator shall be at the same voltage level and at the same delivery point as if the Customer were purchasing all of their electricity from the Company.

D. Contract Term

The contract term shall be same as that under the Customer's applicable Service Classification. A completed Interconnection Application, completed by the Customer and approved in writing by the utility, is required for service provided under this Service Classification.

E. Monthly Rates, Rate Components and Billing Unit Provisions

The monthly rates, rate components and billing unit provisions shall be those as stated under the Customer's applicable Service Classification. Under this Service Classification, only the per kilowatt-hour charge components of the Customer's bill are affected. All other billing components, rates and charges-, are not affected by this Service Classification.

The monthly charges shall be based on one the following conditions:

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1. When the monthly energy meter reading registers that the Customer has consumed more energy than the Customer delivered to the Company's delivery system by the end of the monthly billing period, the Customer shall be charged for the electricity consumed based on the rates and charges under the Customer's applicable Service Classification.
2. When the Customer has delivered more energy to the Company's delivery system than the Customer has consumed by the end of the monthly billing period ("Excess Generation"), the Company shall take ownership of such Excess Generation and the Customer shall be charged the greater of:
 - a. The Customer Charge, and any applicable charges such as: Demand Charge, Power Factor Charge and Universal Service Charge under the Customer's applicable Service Classification, or
 - ~~b.~~ The monthly Minimum Charge under the Customer's applicable Service Classification.
 - ~~b.~~
3. The Company will carry forward negative kilowatt-hours until the Customer's consumption of electricity from the Company eliminates the Excess Generation or until the end of the billing cycle that is completed immediately prior to the end of April of each year. The dollar value of Excess Generation shall be equal to the average Energy Charge that the Customer would have been charged averaged over the previous twelve-month period ending with the billing cycle that is complete immediately prior to the end of April multiplied by the number of kilowatt-hours of Excess Generation.
4. On or before thirty (30) days after the billing cycle that is complete immediately prior to the end of April of each year, the Company shall pay each Customer for the dollar value of any accrued net Excess Generation remaining at the end of the previous twelve-month period ending with the billing cycle that is complete immediately prior to the end of April of that year.
5. Within thirty (30) days after the date the Customer closes the Customer's account, the Company shall pay the Customer for the dollar value of any accrued Excess Generation remaining at the time the Customer closes the account.

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F. Renewable Energy Credits

The Renewable Energy Credits generated by the customer-generator are owned entirely by the Customer or the eligible Customer's assignee. However, if the Customer chooses to sell solar Renewable Energy Credits, the Customer must first offer them for sale to an electric company or an electricity supplier that shall apply them toward compliance with the Maryland Renewable Energy Portfolio Standard.

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G. Metering

The Company shall furnish, install, maintain and own all the metering equipment needed for measurement of the service supplied. Under this Service Classification, the Company shall provide, at no direct charge, a watt-hour energy meter with the capability of reverse registration in order to measure the net watt-hours consumed by the Customer or the net watt-hours delivered by the Customer to the Company for the total billing period. The Company’s metering investment shall be limited to that required to serve the Customer under the Customer’s applicable Service Classification without the eligible customer-generator. Where a larger capacity meter is required to serve the Customer that has an eligible customer-generator, or a larger capacity meter is requested by the Customer, the Customer shall pay the Company the difference between the larger capacity meter investment and the metering investment normally provided under the Customer’s Service Classification.

H. Interconnection with the Company’s System

Interconnection with the Company’s system requires the installation of protective equipment which; provides safety for personnel; affords adequate protection against damage to the Company’s system or to its customer’s property; and prevents any interference with the Company’s supply of service to other Customers. The Company shall not be liable for any loss, cost, damage or expense to any party resulting from the use or presence of electric current or potential which originates from the Customer’s eligible customer-generator, except as the Company would otherwise be liable under the Company’s electric tariff. Such protective equipment shall be installed, owned and maintained by the Customer at their expense. In addition, it may be necessary for the Company to extend or modify portions of its systems to accommodate the delivery of electricity from the eligible customer-generator. Should such extension or modification be necessary, all work shall be performed by the Company at the Customer’s expense. For new services, such expense shall be determined by the difference between total costs and the investment the Company would make to install a normal service without the Customer’s eligible customer-generator.

The eligible customer-generator shall conform to the National Electrical Code and all applicable codes of the local public authorities. Special attention should be given to the National Electrical Code Sections 690 and 705.

I. Cessation of Parallel Operation

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The Customer’s equipment must be installed and configured so that parallel operation must cease immediately and automatically during system outages or loss of the Company’s primary source. The Customer must also cease parallel operation upon notification by the Company of a system emergency, abnormal condition, or in cases where such operation is determined to be unsafe, interferes with the supply of service to other Customers, or interferes with the Company’s system maintenance or operation. The Company accepts no responsibility whatsoever for damage or injury to any person or property caused by failure of the Customer to operate in compliance with Company’s requirements.

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J. Failure to Comply

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If the Customer fails to comply with any of the requirements set forth in sections H and I above, the Company will disconnect the Customer’s service from the Company’s electric system until the requirements are met, or the eligible customer-generator is disconnected from the Customer’s electric system.

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K. Rules and Regulations

~~K.~~

Except as herein modified, the Rules and Regulations set forth in this Tariff shall govern the provision of service under this Service Classification and under the Customer’s applicable Service Classification.

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RIDER - "USP"

PART XXIX - ELECTRIC UNIVERSAL SERVICE PROGRAM RECOVERY RIDER

A. This rider is applicable to Service Classifications “R”, “GS-S” “GS-L” and “GS-P”.

The surcharge is as follows:

Service Classification

Surcharge

“R”

\$0.32 per Month per Residential Customer

“GS-S”, “GS-L”, “GS-P”, “SL”

The monthly USP charge per customer is stated below* and is determined based on the Customer’s Electric annual- billing amount during the previous calendar year, updated in the first quarter of each new year, and in accordance with the Commission’s order.

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*Monthly Universal Service Program Charge for General Service Customers

Tier 1	Customer’s Electric Annual Billing Amount During the previous Calendar Year.	Monthly Universal Service Program Charge
1	UNDER \$250	\$0.25
2	\$250 - \$4,999	\$1.84
3	\$5,000 - \$9,999	\$6.14
4	\$10,000 - \$24,999	\$12.28
5	\$25,000 - \$49,999	\$24.56
6	\$50,000 - \$99,999	\$36.84
7	\$100,000 - \$199,999	\$49.13

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8	\$200,000 - \$299,999	\$92.11
9	\$300,000 - \$399,999	\$122.82
10	\$400,000 - \$499,999	\$184.21
11	\$500,000 - \$699,999	\$276.33
12	\$700,000 - \$899,999	\$368.44
13	\$900,000 - \$999,999	\$552.65
14	\$1,000,000 - \$1,999,999	\$736.87
15	\$2,000,000 - \$2,999,999	\$982.49
16	\$3,000,000 - \$3,999,999	\$1,228.12
17	\$4,000,000 - \$4,999,999	\$1,473.75
18	\$5,000,000 - \$5,999,999	\$1,719.37
19	\$6,000,000 - \$6,999,999	\$1,964.99
20	\$7,000,000 - \$7,999,999	\$2,149.21
21	\$8,000,000 - \$8,999,999	\$2,333.43
22	\$9,000,000 - \$9,999,999	\$2,456.24
23	\$10,000,000 - \$12,500,000	\$2,579.05
24	OVER - \$12,500,000	\$2,763.27

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RIDER - "ER"

ENERGY RATE RIDER

A. Applicability

This rider is applicable to all Service Classifications.

B. Monthly Rate

The monthly billing rate shall be computed as an amount equal to the cost of energy for the three months preceding the billing month, divided by all kilowatt hours sold during the same period. The cost of energy shall include all costs of purchasing and generating energy, reduced by the amount of revenues received from generation energy sales.

C. Actual Cost Adjustment

Any difference between the sum of the monthly rate revenues collected in a billing month and the actual cost of power in the same month is accumulated for the twelve (12) months ending

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November 30. The balance so determined shall be applied as a credit or debit to the monthly rate beginning with the succeeding January.

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The Actual Cost Adjustment per kilowatt hour is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply.

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RIDER – “RGGI Rate Credit”

Regional Greenhouse Gas Initiative Credit

A. Applicability

This rider is applicable to Residential - “R” Service Classification

B. Rate

The State of Maryland has joined a multi-state Regional Greenhouse Gas Initiative to reduce greenhouse gases produced as a result of electric power generation. As part of the program, money has been collected in the Maryland Strategic Energy Fund and a portion of those proceeds will be used to offset electricity rates of residential customers including an offset of surcharges imposed on ratepayers.

If issued to the Company, Customers will receive a credit as calculated and approved by the Maryland Public Service Commission.

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Appendix A – Pricing

<u>DESCRIPTION</u>	<u>PRICE PER OCCURANCE</u>
<u>Returned payments charge</u>	<u>\$25</u>
<u>Unscheduled meter reading</u>	<u>\$25</u>
<u>Special meter reading service</u>	<u>not to exceed \$100</u>
<u>Non-interval meter test</u>	<u>\$30</u>
<u>Interval meter test</u>	<u>not to exceed \$100</u>
<u>Meter request test</u>	<u>\$30</u>
<u>Trip fee</u>	<u>\$35</u>
<u>New residential service installation charge</u>	<u>\$19.40 per foot</u>
<u>Lien charge</u>	<u>\$110</u>

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GAS SERVICE TARIFF

TERMS, CONDITIONS AND RATE SCHEDULES

(This Gas Service Tariff supersedes P.S.C. Md. No. 11 together with all supplements)

Latest Revision:

Easton Utilities
201 N. Washington Street
Easton, MD 21601
(410) 822-6110

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Gas Service Tariff

The Gas Service Tariff is supplementary to the “Regulations Governing Service Supplied by Gas Companies” of the Maryland Public Service Commission, and comprises the Terms, Conditions and Rates under which gas service will be supplied to its Customers by the Easton Utilities Commission, in three parts as follows:

- I. GENERAL
- II. TERMS AND CONDITIONS
- III. RATES

PART I – GENERAL

1. Definition of Terms

The words listed below shall have the following meanings when used in this Tariff:

Account – An account is at least one metered or un-metered rate or Service Classification which normally has one gas delivery point of service. Each account shall have only one gas supplier providing full gas supply requirements for that account. Premises may have more than one account.

Applicant – Any person, corporation or other entity that: (i) desires to receive from the Company natural gas or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant starts receiving the applicable service(s) from the Company under this Tariff.

CCF - One hundred cubic feet equates to one billing unit.

COMAR – Code of Maryland Regulations

Commission – Maryland Public Service Commission

Company – Easton Utilities Commission d/b/a Easton Utilities

Contribution in Aid of Construction – An amount of money or its equivalent provided to the Company by a Customer or Applicant toward construction of utility plant. These amounts shall be credited to the accounts charged with the cost of such construction.

Customer – Any adult person, partnership, association, corporation, or other entity: (i) in whose name an account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills.

Customer Charge – A charge designed to recover the costs the Company incurs for providing such services as metering, reading the meter(s), customer service, providing dedicated delivery service and billing the Customer's account. This charge is charged at every meter.

Designee – Any adult person, partnership, association, corporation or other entity who is authorized by the Customer to receive gas meter and billing data.

Distribution Facilities – Natural gas facilities owned by the Company that are used to deliver natural gas to Customers, through and including the gas meter outlet union or flange. This includes natural gas Mains, regulator stations, valves, meters and gas Services.

Extension – Portion of the Company's natural gas distribution system from the Company's existing natural gas system to the Service tap location required to provide service.

Mains – Portion of the Company’s natural gas distribution system that brings gas from the gate station to the gas Service.

Premises – A premises is one contiguous property or site which normally has one delivery point of service and one or more metered service classes, each of which is an Account, that when totaled equals the entire natural gas used at that one premises or site. A premises may have more than one account with each account having one natural gas supplier providing full natural gas supply requirements.

Residence – Applicable to one-family residences or one-family apartments within the Company’s territory for gas service.

Service – Portion of the Company’s natural gas distribution system from the gas Main to the gas meter.

Service Classification – Service is classified as one of the following rate schedules offered by the Company: Residential Service, Commercial Service, or Large Commercial & Industrial Service.

2. Filings and Postings

This Gas Service Tariff is supplemental to the “Regulations Governing Service Supplied by Gas Companies” of the Maryland Public Service Commission and comprises the Rules and Regulations of service and the Service Classifications under which natural gas shall be delivered and supplied to its Customers by the Company. A copy of this Tariff is on file with the Maryland Public Service Commission and is posted and open for inspection in the offices of the Company as well as on the Company’s website.

3. Application to Contracts

The Tariff is part of every contract for service. The benefits and obligations of the contract inure to and are binding upon the successors, personal representatives and assigns of the parties thereto for the full term of the contract. The contract shall not be assigned by the Customer without prior written consent of the Company. Whether or not a written contract is executed, the Applicant by accepting gas service is bound by the applicable rate schedule and these Terms and Conditions as they may be amended from time to time.

4. Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of the Public Service Commission, local, State and Federal Law. Such changes, when effective, shall have the same force and effect as the present Tariff.

5. Statement of Agents

No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

6. Rules and Regulations

The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically stated by a Service Classification. Subject to the approval of the Commission, the Company shall have the right to interpret and determine the applicability of such rules and regulations.

7. No Prejudice of Rights

The failure by the Company to enforce, or the decision not to enforce, any of the provisions of this Tariff shall not be deemed a waiver of the right to do so.

8. Gratuities to Employees

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered.

9. Resolution of Disputes

When an Applicant or Customer has an issue to resolve with the Company, they should first contact the Company to resolve the issue. The Company and the Applicant or Customer shall use good faith and reasonable efforts to informally resolve the issue. An Applicant or Customer who wishes to file a formal complaint to resolve a dispute involving the Company may do so through the use of the procedures of the Maryland Public Service Commission.

10. Company's Disclaimer of Liability

10.1. Uninterrupted Supply

The Company does not guarantee continuous uninterrupted gas service and shall not be liable for any loss, damage or expense to any person occasioned by any change in interruption and/or resumption of the Company's gas service due to any cause beyond the reasonable control of the Company. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost damage, expense, or any other liability (all of which shall be considered "Damages") regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.

10.2 Company Liability

The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: Acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities, preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers goods, services, equipment or other products to be delivered through the Company's facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

10.3 Notice of Trouble

The Customer shall notify the Company promptly of any defect in service or of any trouble or irregularity in the gas supply.

10.4 Prearrange Interruption of Service

Whenever it is necessary to interrupt gas service to work on Mains or other facilities, such work shall be done, to the extent practical, at a time that will cause the least inconvenience to the Customer. The Customer(s) to be affected shall, if practical, be notified in advance of such interruptions.

11. Characteristics of Supply

11.1 Heating Value

The heating value of the gas supplied will vary from time to time due to changes in the composition of the Company's send out. The composition of the gas send out may consist of natural gas, liquefied natural gas, renewable natural gas, propane-air gas and synthetic gas in varying proportions depending on the gas supply situation at any given time. The normal range of heating value will be from 1000 to 1200 Btu per cubic foot of gas.

11.2 Delivery Pressure

Standard delivery pressure to the Customer is at low pressure. Where gas is supplied, measurement is by a meter which may be equipped with a base pressure corrector and/or a base temperature corrector. The metering may be continuously, automatically and uniformly corrected from an atmospheric pressure of 14.7 pounds per square inch absolute, and the temperature may be corrected to a base temperature of 60° F.

12. Refusal or Discontinuance of Supply

Upon the Customer's failure to comply with any of the provisions of the Tariff, or of the Maryland Public Service Commission's rules governing Reasons for Denying Service, or if the Customer has not paid or made reasonable arrangements to pay any outstanding bill or undisputed portion of a bill, the Company may refuse or discontinue service and remove its property without being held liable to the Customer, or to tenants or occupants of the premises served for any loss, cost damage or expense, caused by such refusal, discontinuance or removal.

PART II – TERMS AND CONDITIONS

SECTION 1 - APPLICATION AND CONTRACT FOR SERVICE

1.1 Application for Service

An application for service is required from each Customer. This application, when executed by the Company, constitutes the contract between the Company and the Customer, subject to the terms of the applicable Service Classification, and these Terms and Conditions. Charges for service shall begin at the time service is made available to the Customer.

1.2 Right to Reject Application

The Company may reject any application for service if the Applicant does not meet all the requirements of the Terms and Conditions of this Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service in writing if requested.

1.3 Single Point of Delivery

The Service Classifications of this Tariff, unless otherwise stated, are based upon the service to a single metering point. The Company shall provide only one metering installation for each class of service. The point of delivery of gas to a Customer shall be the inlet side of the gas meter connection at which point the title to the gas shall pass to the Customer. The use of service at two or more separate properties shall not be combined for billing purposes.

The Company reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to non-residential Customers having extensive operations in a contiguous area. Where the Customer desires an extra delivery point, the Customer shall pay the estimated costs of the additional facilities, including any applicable taxes associated with Contribution in Aid of Construction or otherwise.

1.4 Service at New Locations

Service at new locations shall be rendered only when all bills for service to the Customer at any other locations have been paid, or credit arrangements satisfactory to the Company have been made.

1.5 Distribution of Customer's Metered and Billing Data

Upon the Customer's request, the Company will provide one year of Customer's historical gas metered and billing data to the Customer or its Designee at no charge. Requests for broader information may be provided at actual cost.

1.6 Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification. Where large or special investment is necessary or where Service is to be used for temporary, or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required. The size of any required Contribution in Aid of Construction shall include all applicable taxes.

1.7 Rights-of-Way/Permits

1.7.1 General

The Applicant requesting natural gas service shall furnish, without expense to the Company, suitable rights-of-way or permits in a form approved by the Company for the installation of facilities on, over, under and across the premises of the Applicant for the purpose of providing gas service to the Applicant and to the premises and other users in the vicinity.

If it is necessary to acquire such rights or permits from others, such as abutting property owners, lessors, railroads, etc., in order for the Company to serve the Applicant, then the Applicant shall be responsible for obtaining such rights or permits as the Company deems necessary.

Where, due to the nature of the property to be served, the Company finds that the exact boundaries are of critical importance; the Applicant shall locate and mark such boundaries by an approved method and to the reasonable satisfaction of the Company.

The Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the Company, said clearing to be completed in reasonable time to meet service requirements. The Company shall be responsible for any additional tree trimming that may be required for the clearance and safety of its facilities.

The construction area as designated by the Company shall be graded to within six (6) inches of final grade before the Company will commence construction. Grade stakes shall be provided within ten (10) feet of any planned gas equipment or buried facilities.

If subsequent to construction start-up, the Company is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation, including any applicable taxes associated with Contributions in Aid of Construction or otherwise, shall be borne by the Applicant, its successors or assigns.

The Company shall construct, own, operate, and maintain underground distribution lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation by the Company.

The Company is not responsible for damages to Customer owned facilities located in any rights-of-way.

The Company is not responsible for any underground facilities not located under the Miss Utility Law.

1.7.2 Required Property Information

The Applicant shall furnish in a format acceptable to and required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations. The Customer shall physically mark or have marked the horizontal location of any non-utility or private lines (i.e. lawn sprinklers, private water or sewer services, dog fences, etc.) within 18 inches of the non-utility line on the ground by means of stakes, paint or other suitable means prior to any notice of construction or maintenance activities on the Customer's property. The cost of repair or replacement of any non-utility of private lines not marked will be the Customer's responsibility.

1.8 Hazardous Conditions

The Applicant shall notify the Company of any hazardous conditions which employees may encounter on the Customer's property while installing or maintaining service. Where hazardous conditions exist which may impact the welfare of Company employees, the Company reserves the right to withhold service or require the Applicant to provide a non-hazardous route for necessary service facilities. The Applicant shall be responsible for all estimated costs required of the Company to meet applicable environmental or other hazardous condition laws required of our employees specifically for installation of the Applicant's service.

SECTION 2 – CUSTOMER’S DEPOSIT

2.1 Customer’s Deposit to Guarantee Payment of Final Bills

The Company may require a cash deposit from an Applicant or an existing Customer for each account until satisfactory credit is established in accordance with the COMAR to guarantee payment of final bills for service rendered. The Company reserves the right to hold either an aggregate deposit for all deposits for all accounts for a single Customer or multiple deposits for separate accounts for a single Customer. Where the Company holds more than one deposit for separate accounts for the same Customer, the Company shall administer each deposit individually. A Residential deposit shall not be more in amount than two-twelfths (2/12) of the estimated annual applicable revenue or as may be reasonably required by the Company in cases involving a service for short periods. Non-Residential deposits are calculated in accordance to COMAR. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

Required deposits may be deferred at the Customer’s request to the first month’s bill or may be paid in installments over three (3) consecutive monthly billing periods. Customers with a prior unpaid balance may be required to pay the full deposit prior to establishing new service.

Simple interest on deposits at a rate established annually by the Maryland Public Service Commission shall be applied annually as a credit to the Customer’s account. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer’s last known address that the deposit is no longer required.

Deposits shall be refunded after one (1) year for Residential deposits and after four (4) years for Non-Residential deposits and after satisfactory credit has been established. Satisfactory credit for Residential deposits is defined as (i) payment of the last twelve (12) consecutive monthly bills without more than two past due bills (ii) no disconnects for nonpayment and (iii) without an outstanding unpaid previous balance. Satisfactory credit for Non-Residential deposits is defined as payment of the twenty-four (24) consecutive monthly bills.

All deposits shall be collected and administered pursuant to the requirements set forth in COMAR.

SECTION 3 - PAYMENT TERMS

3.1 Billing Period

The rates are stated on a monthly basis and bills are rendered monthly following the supply of service based on gas meter readings. Depending on the applicable rate schedule, bills are scheduled at approximately monthly intervals of 28 to 34 days.

3.2 When Bills are Payable

All bills are due and payable upon presentation. The final date for payment will not fall on a Saturday, Sunday or holiday, and will be due within 21 days of their date of presentation. Failure to receive the bill will not excuse Customer from payment obligations, and payment must be made without regard to any counter claims whatsoever.

3.3 Estimated Bills

When the Company's meter reader is unable at any regular reading date to read the Customer's meter, the Company may estimate the Customer's gas usage and render an estimated bill.

3.4 Returned Payments

Payments received in payment of any bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of twenty-five (\$25) per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned payment and the charge shall be mailed to the Customer by first class mail.

3.5 Late Payment Charge

Bills are due and payable upon presentation. If payment is not received by the Company prior to the next scheduled billing date, a late payment charge of one and one-half percent (1.5%) of the unpaid balance, less applicable taxes and environmental surcharge shall be added to the next billing unless prohibited by law. The total late payment charge for any original balance shall not exceed five percent (5%).

The Company, upon request by the Customers, shall waive any one (1) late payment charge within the last twelve (12) consecutive billing months for residential Customers.

3.6 Alternative Payment Plan (APP)

Any Customer may request an Alternative Payment Plan (APP) to create an installment payment agreement as an optional means for payment of service delinquent charges and to avoid service termination resulting from those delinquent charges. An APP constitutes a contract between the Customer and the Company, which guarantees payment by the Customer for the amount of the agreement over the specified period. APPs shall be made through an authorized Company representative. All requests for APPs are subject to Company approval and the Company may require these agreements to be signed by the Customer and by a Company-authorized employee. A service charge of one and one half percent (1.5%) per month may be applied on the unpaid balance due under this agreement. The balance amount of the agreement is not subject to the provisions of the late payment charge. Failure of the Customer to meet the conditions of this APP including prompt payment of the current bill shall constitute a breach of this agreement and entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the Maryland Public Service Commission.

3.7 Budget Billing

Budget billing provides a payment plan which allows Customers to level monthly bills. The Budget Billing Plan is available to all Residential "R" and Commercial "C" Service. Commercial Customers may be initially placed on the plan only in the billing months of April, May, October and November after having service for at least twelve (12) months. Any such qualifying Customer who does not have a delinquent service balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven (11) months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount paid to date.

3.8 Dispute Procedures

In the case of a dispute, the Customer shall inform the Company, either orally or in writing, of the grounds for dispute and the portion of the bill reasonably disputed. The Company will promptly investigate the circumstances of the dispute. Late charges will not be assessed on the disputed portion of the Customer's bill. Service will not be terminated for non-payment if the non-disputed

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Easton Utilities Commission - Gas

portion is paid pending investigation. Customer complaints and billing issues that are not satisfactorily resolved may be presented by the Customer to:

Maryland Public Service Commission
Consumer Assistance
Office of External Relations
Wm. Donald Schaefer Tower
6 St. Paul Street
Baltimore, MD 21206-6806

410-767-8028 (Office of External Relations)
1-800-492-0474 (toll-free within Maryland)
410-767-8000 (main PSC number)

3.9 Lien Charge

All amounts billed for service supplied by the Company to Customers who own and occupy the real property being supplied are subject to a lien being filed on the property if the account becomes delinquent, as stated in the Charter and Code of Easton, Maryland. Should a lien be filed by the Company, a charge of \$110 will be levied against the Customer's account. Proper notice of the lien filing shall be mailed to the Customer.

SECTION 4 – CUSTOMER’S INSTALLATION

4.1 Description of Installation

The Customer shall, before installing any gas burning equipment, notify the Company as to the devices which are going to be attached to the Company’s lines, giving the location of the proposed installation so the Company may advise the Customer of the character of service the Company shall furnish and the point at which the service shall be connected and metered.

In those cases where the Company deems it necessary, the Customer shall present in writing complete specifications of equipment, loads, location plans, piping, regulators and other data required.

4.2 Customer’s Equipment

Gas piping, fixtures and appliances on the Customer’s premises must be installed at the expense of the Customer or owner of the property.

The Company may delay the construction of an extension and/or service until the Applicant has completed the piping and installation necessary to receive and use service.

4.3 Inspection

All gas piping and equipment, or changes in piping and equipment, shall conform to the standards of the National Fuel Gas Code and/or those of the local public authorities in force at the time.

The Company shall render service only after receipt by the Company of approval and or inspection and pressure test data issued by the licensed contractor or local jurisdictional entity.

SECTION 5 - SERVICE INSTALLATIONS

5.1 General

Service, as used in this section, refers to the service piping and associated materials between the Company's gas Main and the point of connection with the Applicant's gas line. The Company's system facility from which the service is installed may be on public or private right-of-way. Service shall be designed and constructed with good engineering practices.

The Company shall install, own and maintain Services under the terms and conditions herein enumerated, to the point of connection with the Applicant's gas line. Such point shall generally be near the corner of the building nearest the point at which the gas service exits the gas meter. Any modifications requested by the Applicant must be approved by the Company and any additional costs resulting there from shall be borne by the Applicant. Service shall not be installed or connected unless specifically requested by the Applicant and until satisfactory or credit arrangements are made if required by the Company.

5.2 Service Installations

Where the Applicant's request for service does not warrant the expenditure required to serve it, the Company will determine from the circumstances in each case what guarantees of revenue or what financing shall be required of the Applicant.

In accordance with Federal regulations, eligible customers may request to have the Company install, at the Customer's expense, an excess flow valve on an existing Service supplying the Customer. The charge to the Customer shall be the estimated installed cost for the excess flow valve installation that exceeds the related materials costs. The Company does not guarantee or warrant the operation of the excess flow valve.

5.3 Relocation of Service

Company owned residential Service facilities shall be relocated to a point of Company convenience at Company expense in order to correct or prevent a violation of applicable codes where such action requires no increase in the overall length of Service piping.

In the Company's opinion, when such relocation or portion of such relocation is deemed to benefit the Customer, the resulting cost will be prorated between the Company and the Customer accordingly.

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In all other cases where the Customer requests relocation or takes action which requires relocation of gas Service and/or meters and pressure regulators, the entire cost of such relocation shall be paid by the Customer.

In the event the Company shall be required by any public authority to relocate any portion of the Company's gas system, the Customer, at the Customer's expense, shall make the necessary changes in the location of the Customer's facilities to accommodate such changes.

SECTION 6 - METER INSTALLATIONS

6.1 Meters Supplied by the Company

The Company shall normally furnish, install, maintain and own one (1) set of gas metering equipment for measurement of the service for each contract.

6.2 Meter Location

The Customer shall provide, without charge, a suitable place for the meters, pressure regulators or other equipment of the Company. Such place shall be of convenient access to the Company's personnel and in accordance with the latest edition of National Fuel Gas Code 54. The location of the meter shall be as near as possible to the point where the supply piping enters the Customer's building and is acceptable to the Company. Meter connections shall not be concealed by plaster, sheathing, landscaping or any other means. All meter locations are subject to periodic inspection and require a minimum of a three (3) foot clearance to satisfy meter reading, equipment maintenance requirements and emergency response.

Where multiple meters are required, each meter position shall be clearly and visibly marked so that each position is identified as to the location to which service is being supplied. Meters shall not be installed by the Company until this has been accomplished.

6.3 Right to Remove Company's Property

All meters, pressure regulators and other equipment supplied by the Company shall remain its property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

6.4 Periodic Test Schedule

The Company shall test its gas meters in accordance with a periodic test schedule acceptable to the Commission and COMAR. Meter tests performed at the request of a Customer shall be made in accordance with COMAR.

6.5 Metering

The quantity of gas billed shall be volume measured by the Company's meter, calibrated at or compensated to standard temperature (60°F) and barometric pressure (14.73 psia) conditions.

6.6 Special Service Conditions

Where the Applicant requests the Company, and the Company agrees, to install facilities which are more costly than those normally furnished, the Applicant will be charged the difference in cost.

The Applicant shall be responsible to provide a service path, clear of all obstacles for the installation and maintenance of facilities. The path shall be identified by a method approved by the Company. Where the Applicant, by virtue of site conditions, causes a more costly than normal installation or maintenance, the Applicant will be charged the difference in cost.

Where environmental or other hazardous conditions require special work practices to comply with applicable rules or laws, the Company reserves the right to withhold service until a clear non-hazardous access can be provided or to charge the Applicant the additional costs.

Service lines shall not be installed inside or under Applicant's residence or building. Where residential or building extensions have inadvertently covered existing services, Applicant will be charged for immediate relocation as maintenance is required.

When replacement or repair of privately owned services is necessary, the Company may, if agreed to by the Customer, make the necessary repairs or replacements. The Customer shall be charged for all costs by the Company.

6.7 Remote Reading Devices

The Company, at its discretion or upon request from a Customer may install remote reading devices, subject to availability. Remote reading devices shall be owned, installed and maintained by the Company. When requested by the Customer and approved by the Company, such installation may be made at cost payable by the Customer. The location of the remote reading device shall be subject to Company approval.

6.8 Unscheduled Meter Reading

When a Customer requires an unscheduled meter reading date, the Customer may be charged twenty-five dollars (\$25) per meter for that special meter reading service per occurrence. This special meter reading service shall be for data collection or informational purposes only. This service shall not be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Customer's additional expense.

SECTION 7 – ADJUSTMENT OF CHARGES

7.1 Fast Meters

Whenever a gas meter is tested and found to have over registered more than 2%, the Company shall recalculate the bills for service in accordance with COMAR.

7.2 Slow Meters

Whenever a gas meter is found to be more than 2% slow, the Company may bill the Customer in accordance with COMAR.

7.3 Non-Registering Meters

Whenever a gas meter is found not to have registered, the Company may render an estimated bill in accordance with COMAR.

7.4 Request Tests

Upon request by a Customer and at no charge, the Company shall make a test of accuracy of registration of the meter serving the Customer, provided that these tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, the Company shall charge the Customer thirty dollars (\$30) for testing. No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer, or its representative, may be present when the Customer's meter is tested. A written report of the test shall be mailed to the Customer within ten (10) business days after the completion of the test.

SECTION 8 – CUSTOMER’S USE OF SERVICE

8.1 Precautions to be Taken by the Customer

The responsibility of detection of defects and leaks on the Customer’s premises and in the Customer-owned service line, is upon the Customer; defects among other things shall mean failure or deficiency of gas, irregular supply, leakage and excessive pressure. In cases of detection of a leak within a Customer’s premises, the Customer shall immediately notify the Company and follow the directions of the Company, so that the existing conditions can be responded to in a prompt and proper manner. When gas has been shut off because of a leak in the Customer’s house lines or fixtures or other hazardous conditions of service, it shall not be unlocked and turned on until such leak or hazardous conditions have been repaired and made safe by either a licensed and competent plumber, heating contractor or pipe fitter. The Company shall not be liable for any injury to persons or damage to property arising or occurring in any manner whatsoever from the use of gas.

8.2 Wastage of Gas

A Customer shall take due care to prevent the waste of gas. If wastage of gas is caused by the Company’s negligence, the Company will issue a credit for all gas wasted. If the wastage occurred through no fault of the Company, no credit will be issued.

8.3 Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of natural gas provided by the Company or any part thereof except as authorized by COMAR.

8.4 Use Other Than Stated in Contract

The Company’s service shall not be used for any purpose or in any place other than that stipulated in the Company’s contract for Service except by written consent of the Company.

8.5 Change of Installation

The Customer shall give immediate written notice to the Company of any proposed substantial increase or decrease in, or change of purpose, design characteristics (including but not limited to pressure, flow rate and gas quality) or location of the Customer's installation. The service connection, meters and equipment supplied by the Company for each Customer shall have definite design characteristics and no modifications or additions to the equipment or load connected thereto shall be permitted except by written consent of the Company. Failure to give notice of such modifications shall render the Customer liable for any damage to the meters or their auxiliary apparatus caused by the additional or changed installation. Regardless of whether the Customer's modifications are consistent or inconsistent with the service provided, the Company shall be under no obligation to modify its equipment.

8.6 Fluctuations

Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and in the case of such a condition caused by the Customer, the Company may discontinue service or require the Customer to modify his installation and/or equipment to prevent such a condition.

SECTION 9 – DEFECTS IN CUSTOMER’S INSTALLATION

9.1 Company’s Right to Inspect

The Company shall have the right but shall not be obliged to inspect any installations before gas is introduced or at any later time, and reserves the right to reject any piping or appliances not in accordance with the Company’s requirements. Such inspections, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage resulting from defects in the installation, piping or appliances, or from violation of the Company’s rules, or from accidents which may occur upon the premises of the Customer.

9.2 Defective Installations

If at any time the piping and appliances of the Customer are found to be defective or dangerous by the Company’s representative or by the local public authorities, service may be refused or discontinued until the Customer has the condition corrected.

9.3 Customer’s Responsibility

The Company assumes no responsibility for any damages done by or resulting from any defect in the piping or appliances of the Customer. In the event of any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, his agents, or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

9.4 Company Liability

The Company shall not be liable for damage resulting from the presence of gas or the Company’s equipment on the Customer’s premises, or from the use of the service of the Company by the Customer.

SECTION 10 – ACCESS TO PREMISES

10.1 Access to Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at all reasonable times to the premises of the Customer for the purpose of reading the Company's meters, connecting and disconnecting service, operating, testing, inspecting, repairing, maintaining, removing or replacing any or all of the Company's apparatus used in connection with the delivery of gas. If the Company's meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by Company agents or representatives.

SECTION 11 – TAMPERING WITH COMPANY’S PROPERTY

11.1 Tampering Expressly Forbidden

The Customer shall protect the equipment of the Company on premises, and shall not permit any person except a duly authorized representative of the Company to make any connection or disconnection, either temporary or permanent at any point on the Company’s distribution system up to the outlet of the Company’s meter on the Customer’s premises, or set, change, remove or interfere with the Company’s meter, pressure regulator, tracer wire, cathodic protections system or other equipment.

11.2 Liability for Tampering

In the event of the Company’s meters or other property being tampered or interfered with, the Customer being supplied through such equipment or other responsible party shall pay the amount which the Company may estimate is due for service used but not registered on the Company’s meter and for the costs of any repairs, replacements required, investigations, inspections, costs of prosecution including legal fees, installation of any protective equipment and any other changes in the Customer’s installation as may be required by the Company. The other responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment. The Customer being supplied through such equipment, or the other responsible party shall also be responsible for paying all costs associated with the tampering investigation, including, but not limited to field and office work.

SECTION 12 – COMPANY’S RIGHT TO DISCONTINUE SERVICE

12.1 Right to Discontinue Service

The Company reserves the right to discontinue the service for any of the following reasons.

12.1.1 Without Prior Notice

- a. Unavoidable shortage or interruptions in Company’s source of supply or other cases of emergency.
- b. Whenever a hazardous condition is found to exist on the Customer’s premises.
- c. Interference, tampering or other unauthorized use of meters or Company equipment or diversion of service.
- d. Whenever environmental or other hazardous conditions would expose Company employees to undue risk.
- e. Exceeding the limits of gas supply specified on the Application for Service without the required notice.

12.1.2 With Prior Notice

- a. Failure to remedy conditions having detrimental effect on Company equipment or on the service of others.
 - b. Non-payment of any bill for gas service which is greater than \$50 if the security deposit is less than the total owed.
 - c. Non-payment of any bill for gas service which is less than \$50 and has been outstanding for 3 months or longer.
 - d. Violation of or noncompliance with these Rules and Regulations or the effective Service Classification or Contract. The Company may refuse to provide any service until the Customer has corrected the conditions constituting such violation or noncompliance.
 - e. Failure to pay a deposit as requested.
 - f. Misrepresentation of or failure to disclose any material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
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- g. Refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
- h. Failure to pay Service installation charges.
- i. For providing a false name or social security number or for failing to disclose, upon request, that past services have been received and not paid for under a different name or social security number.
- j. Withdrawal or termination of the proper permits, certification or rights-of-way.

12.1.3 Notice

The notice provided for in Section 12.1.2 shall consist of not less than fourteen (14) days' notice sent by first class prepaid mail deposited in a United States mailbox and addressed to the Customer at the last known mailing address appearing on the records of the Company. The notice shall conform with the requirements of the COMAR.

12.2 Reconnection Charge

Service disconnected by the Company for any reason set forth in Section 12.1 shall be restored only on payment of the appropriate reconnection charge stated below in addition to the previous balance due under the Customer's contract.

Any Customer whose service has been disconnected may be required to post a deposit in order to have service reconnected.

<u>Time of Reconnection</u>	<u>Reconnection Charge</u>	
8 a.m. to 4:00 p.m.	Mon - Fri., excluding Company Holidays	\$50
4:00 p.m. to 7:00 p.m.	Mon - Fri., Weekends & Company Holidays	\$75
7:00 p.m. to 8:00 a.m.	Any Day No reconnections performed	

Disconnection

At location other than meter	\$125
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12.3 Collection of Payments at the Premises

At the Company's option, the Customer may avoid service termination for non-payment of bills by making payment of the previous balance due to a Company representative at the premises.

In addition to payment of the previous balance, there shall be a fee of \$50 per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through an authorized Company representative.

SECTION 13 – DISCONTINUANCE OF SERVICE BY CUSTOMER

13.1 Notice to Discontinue

The Customer must give the Company at least five (5) days notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter has been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

13.2 Completion of Term

If, by reason of any act, neglect or default of a Customer or its agent, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

13.3 Final Bill

The final bill for service shall be based on an actual meter reading, unless the Company cannot gain access to the premises, and is due and payable when rendered.

SECTION 14 – EXTENSIONS

14.1 General

Extensions to the Company's natural gas system shall be provided, owned and maintained under the terms and conditions herein enumerated.

Extensions, as used in this section, refer to gas Mains and associated materials that must be constructed along public streets, roads and highways, or on private property from the Company's existing gas system to the service.

Extensions shall be designed according to accepted industry practices to provide adequate service and shall be installed in accordance with the rules and regulations of the Maryland Public Service Commission and shall be designed with sufficient capacity and suitable materials which, in the Company's judgment, shall assure that the Applicant, or Customer, shall receive safe, adequate and reasonable gas service for the foreseeable future. Modifications to the Company's design, requested by the Applicant, shall be made when such modifications are acceptable to the Company in its sole judgment.

Where the Applicant requests the Company to install facilities which are more costly than those proposed to be furnished by the Company, the Applicant shall pay the Company the difference in cost between the requested installation and that deemed necessary by the Company. The Company will make extensions to existing mains of one hundred (100) feet per Customer without charge.

14.1.1 Company Ownership

The Company shall provide, own and maintain gas main extensions. The estimated cost of an extension shall include all direct and related work performed by the Company or its subcontractors to make service available in accordance with good engineering practices. The estimated installed cost shall be derived from the Company's recent costs for extensions of various lengths and pipe sizes under substantially similar conditions. The estimated cost of an approach main or main for the supply of service includes the cost of additions to existing mains necessary to provide adequate supply of gas from the nearest point or points.

14.1.2 Customers Initially Served

For the purpose of definition, those Customers to be initially served shall be considered as buildings under construction at the time the contract for the extension is signed. As additional

facilities are needed to serve additional Customers, the Applicant may be required to make an additional deposit or may receive a refund accordingly.

14.1.3 Main and Service Extension

When a gas main extension and service are both required to provide service to a non-residential Customer, the Estimated Revenue shall be compared to the total estimated investment of the line extension and service.

14.1.4 Company Maintenance of Private Facilities

Where Customers are served from private facilities, the Company may, upon request, provide maintenance to such facilities with all costs borne by the Customer.

14.2 System Extension Procedure

14.2.1 Application for Extension

Extensions are made when a Customer has made application by completing the appropriate forms and has agreed and signed for service from a proposed extension for which right-of-way, permits and conditions required by the Company's rules and practices have been obtained, and upon full payment of charges for the extension by the Customer.

14.2.2 Extension Contract

Application for service constitutes a contract and permission to install main and service line extensions, or portions thereof, on the owner's property where such extension is solely for his or his tenant's use. Suitable rights-of-way are required for all other extensions, including the right to extend main or service line along and adjacent to thoroughfares and lot lines to adjacent properties. Any subsequent relocation of all or part of such extensions made at the request of any owner or tenant, or required in the opinion of the Company, by any change in structure or other activity of such owner or tenant, shall require payment by him of the Company's charges for such relocation.

14.2.3 Customer Responsibility

The Customer shall be responsible for the preliminary grading of his property to within 6 inches of final grade before the Company commences construction of its extension to meet the Customer's service requirements.

14.2.4 Extension to Multiple Customers

Where two or more Customers are to be served from a main extension, each Customer shall contract individually with the Company for the appropriate charges, if any, applicable to each.

14.2.5 Company Design of Extensions

The Company provides the design and layout for all extensions. The Applicant shall furnish in a format acceptable to and as required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

14.2.6 Applicant's Responsibility

Each Applicant will cooperate with the Company, in an effort to keep the cost of construction and installation of the underground gas distribution system as low as possible. Additional costs arising from failure of the Applicant to cooperate with the Company, such as his making changes in grade or failing to maintain grade, shall be borne by the Applicant.

14.3 Charges for Extensions

14.3.1 Evaluation of Extensions

The extension of the approach main and service line to the meter for residential and commercial Applicants is evaluated on the merits of each project's economics. Subject to an economic test, a Contribution in Aid of Construction may be required from the Applicant.

The Company will install at its expense, the service line from its main to the meter location. However, where a service pipe longer than seventy-five (75) feet in length, measured from the curb line if established, otherwise an equivalent line is required, the Customer may be required to pay for the entire costs if such excess length over seventy-five (75) feet on a cost basis.

The Company will make extensions to existing mains of one hundred (100) feet to existing mains, or extensions to new developments are limited to the extent of new investment warranted by the anticipated revenues. The Company will make extensions beyond seventy-five (75) feet on a cost basis.

14.3.2 Cost of Paving

For existing developed areas, the cost of breaking and replacing paving, including sidewalks and lawn repairs, if any, is not included in any economic test and is chargeable to the Applicant.

14.3.3 Contribution in Aid of Construction

The Contribution in Aid of Construction for gas main and service line installations shall be paid prior to the commencement of the installation.

14.3.4 Costs Subject to Repayment by Applicant

Notwithstanding any other extension provision, extension of facilities requested by the Applicant, and installed by the Company, that are not used as originally indicated by the Applicant within 12 months of installation, shall be subject to repayment by the Customer to the Company. Repayment shall include the Company's entire cost of installation and any applicable estimated costs of removal, less salvage costs, of all facilities initially installed for the supply of such service.

SECTION 15 – CURTAILMENT POLICY

15.1 Gas Supply Curtailment

In the event it is necessary for the Company to impose curtailment of natural gas supply to its Customers due to a shortage of gas supply deliveries, this plan shall be implemented. A shortage of gas supply shall include but is not limited to a reduction or interruption of natural gas supplies from transmission pipelines that would prevent the Company from providing gas service to all its Customers; the Company's peak day supply of natural gas proves to be insufficient; or the Company experiences a distribution system failure.

The Company may, at its sole discretion, curtail or temporarily discontinue or reduce, without incurring any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance of gas supply, gas service to its Customers in the priorities set forth below in inverse order.

When immediate action is required to protect distribution system deliverability and integrity, gas supply to specific areas of the distribution system may be temporarily discontinued resulting in complete curtailment of all Customers within the area.

The Company will curtail Service in the following order, starting with Priority 4:

Priority 1 – Essential Human Needs Customers. This includes all rate schedule “R” Customers, as well as hotels, motels, dormitories, hospitals, nursing homes, plant protection, water and sewer treatment, police and other institutions essential for the public welfare.

Priority 2 – Firm Commercial Service. Rate Schedule “C”

Priority 3 – Firm Large Commercial and Industrial Service. Rate Schedule “LC”

Priority 4 – Interruptible Customers.

SECTION 16 – PURCHASED GAS CHARGE

16.1 Provision for Charge

The rate for monthly consumption for firm sales of gas set forth in rate schedules “R”, “C”, and “LC” of the Company shall include an amount per CCF herein described which is called the Purchased Gas Charge (PGC).

The cost of purchased gas as used in determination of the PGC shall include, but not be limited to, costs of the following sources of gas including related transportation, storage and handling costs required for delivery to the Company:

- a) Natural gas from pipeline and other suppliers including storage, exchange, transportation service and take-or-pay costs. (FERC Acct. No. 7300000)
- b) Liquefied Natural Gas (LNG) (FERC Acct. No. 7310001)
- c) Liquefied Petroleum Gas (LPG) (FERC Acct. No. 7310002)
- d) Other hydrocarbons distributed to Customers or used as feedstock for production of Substitute Natural Gas (SNG) (FERC Acct. No. 7310003).

16.2 Calculation

The PGC, calculated to the nearest tenth of a cent per CCF, shall be computed monthly. The cost of gas per CCF is determined by dividing the demand costs (D) plus the estimated commodity costs (C) for the next billing month by the projected billable sales (S) for the period. The Actual Cost Adjustment (ACA) and any Supplier Refund Adjustments (SRA) are then applied to the PGC.

$$PGC = ((D+C)/S) + ACA - SRA$$

16.3 Supplier Refund Adjustment

When a refund is made to the Gas Department by suppliers by reason of a retroactive decrease in rates applied to the gas purchased, appropriate credits, including interest at the rate prescribed by the Commission, will be made to Customers.

16.4 Actual Cost Adjustment

Any difference between the sum of Purchased Gas Charge revenues collected in a billing month and the actual cost of gas in the same month is accumulated for the twelve (12) months ending November 30. The balance so determined shall be applied as a constant credit or debit to the Purchased Gas Charge for a period of twelve (12) months beginning with the succeeding January. The Actual Cost Adjustment to the nearest tenth of a cent per CCF is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply.

SECTION 17 – BILLING NORMALIZATION ADJUSTMENT

17.1 Billing Normalization Adjustment

Customers who are part of the Residential “R” and Commercial “C” Service Classifications of the Company shall be billed a rate per CCF herein described which is called the Billing Normalization Adjustment (BNA). This rate shall be calculated to the nearest tenth of a cent per CCF. The Company’s revenue requirement per average customer use per month (authorized base revenues) during the test year, as established in the latest base rate proceeding, shall serve as the basis for the BNA rate calculated each month. The BNA will be calculated separately for the Residential and Commercial rate classes.

The actual base rate revenue collected per average customer for the month is compared to the authorized base rate revenue per average customer per the same month during the test year and any difference is divided by estimated sales for the billing month to arrive at the BNA base rate per CCF to be billed. Any difference between actual and estimated sales is reconciled in the determination of the BNA in a subsequent month. The Actual Billing Adjustment, which is a fixed rate per calendar year as described in Section 17.2 below, shall be included in the BNA. Details of the calculation of the BNA shall be filed quarterly with the Commission.

17.2 Actual Billing Adjustment (ABA)

Any difference between the sum of the BNA revenues collected and the allowed amounts is accumulated for the twelve (12) months ending November 30. This balance shall be included with any over or under-collected amounts from the prior year’s ABA calculation. The balance so determined shall be applied as a credit or debit to the BNA rate beginning with the succeeding January. The ABA to the nearest tenth of a cent per CCF to be billed is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply. Details of the calculation of the ABA shall be filed annually with the Commission.

PART III – RATES

RESIDENTIAL SERVICE

RATE SCHEDULE R

A. Availability

This schedule is available for firm gas service to Customers for domestic purposes by individual meter in a single-family dwelling or in an individual apartment. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Public Service Commission.

B.

Rate for Monthly Consumption:	Bills Rendered on and after 4/1/2025
Customer Charge per month:	\$13.25
Distribution Charge per CCF:	\$0.5785

C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for purchased gas costs in accordance with Section 16 of the Terms and Conditions

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions.

E. The Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5 of the Terms and Conditions.

G. Charges for Temporary Discontinuance of Service

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

COMMERCIAL SERVICE

RATE SCHEDULE C

A. Availability

This schedule is available for firm gas service to Customers for non-domestic purposes whose average monthly consumption is less than 2,000 CCF per month and supplied through one meter or a battery of meters. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's average monthly consumption in succeeding months may be 2,000 CCF or more. After such twelve (12) billing months, at the Customer's option, the Customer may be transferred to Service Classification LC provided the Customer has had an average monthly consumption of at least 2,000 CCF per month for the preceding three calendar years. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Commission. The Company reserves the right to change Service Classification based on actual Customer usage.

B.

Rate for Monthly Consumption:	Bills Rendered on and after 4/1/2025
Customer Charge per month:	\$35.00
Distribution Charge per CCF:	\$0.3358

C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for purchased gas costs in accordance with Section 16 of the Terms and Conditions.

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions.

E. Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5.

G. Charges for Temporary Discontinuance of Service:

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

LARGE COMMERCIAL & INDUSTRIAL SERVICE

RATE SCHEDULE LC

A. Availability

This schedule is available for firm gas service to Customers for large commercial and/or industrial purposes whose average monthly consumption is 2,000 CCF or greater and supplied through one meter or a battery of meters. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's average monthly consumption in succeeding months may be less than 2,000 CCF. After such twelve (12) billing months, any Customer taking Service under this Service Classification whose average monthly consumption is less than 2,000 CCF per month for the preceding three calendar years will be automatically transferred to Service Classification C effective with the next succeeding billing month. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Commission. The Company reserves the right to change Service Classification based on actual Customer usage.

B.

Rate for Monthly Consumption:	Bills Rendered on and after 4/1/2025
Customer Charge per month:	\$214.00
Distribution Charge:	
First 10,000 CCF per CCF:	\$0.2455
Over 10,000 CCF per CCF:	\$0.1678

C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for increases or decreases in the supplier rates for purchased gas, in accordance with Section 16 of the Terms and Conditions.

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions.

E. Total Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5.

G. Charges for Temporary Discontinuance of Service:

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

P.S.C. Maryland No. 124

The Easton Utilities Commission - Gas



GAS SERVICE TARIFF

TERMS, CONDITIONS AND RATE SCHEDULES

(This Gas Service Tariff supersedes P.S.C. Md. No. 110 together with all supplements)

Latest Revision:

September 1, 2020

Easton Utilities

201 N. Washington Street

Easton, MD 21601

(410) 822-6110

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Gas Service Tariff

The Gas Service Tariff is supplementary to the “Regulations Governing Service Supplied by Gas Companies” of the Maryland Public Service Commission, and comprises the Terms, Conditions and Rates under which gas service will be supplied to its Customers by the Easton Utilities Commission, in three parts as follows:

- I. GENERAL
- II. TERMS AND CONDITIONS
- III. RATES

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PART I – GENERAL

1. Definition of Terms

The words listed below shall have the following meanings when used in this Tariff:

Account – An account is at least one metered or un-metered rate or Service Classification which normally has one gas delivery point of service. Each account shall have only one gas supplier providing full gas supply requirements for that account. Premises may have more than one account.

Applicant – Any person, corporation or other entity that: (i) desires to receive from the Company natural gas or any other service provided for in this Tariff, (ii) complies completely with all Company requirements for obtaining natural gas or any other service provided for in this Tariff, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company any service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant ~~actually~~ starts receiving the applicable service(s) from the Company under this Tariff.

CCF - One hundred cubic feet equates to one billing unit.

COMAR – Code of Maryland Regulations

Commission – ~~Public Service Commission of Maryland~~ Maryland Public Service Commission

Company – Easton Utilities Commission d/b/a Easton Utilities

Contribution in Aid of Construction – An amount of money or its equivalent provided to the Company by a Customer or Applicant toward construction of utility plant. These amounts shall be credited to the accounts charged with the cost of such construction.

Customer – Any adult person, partnership, association, corporation, or other entity: (i) in whose name an account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills. ~~Multiple premises or sites under the same name are considered multiple Customers.~~

Customer Charge – A charge designed to recover the costs the Company incurs for providing such services as metering, reading the meter(s), customer service, providing dedicated delivery service and billing the Customer's account. This charge is charged at every meter.

Designee – Any adult person, partnership, association, corporation or other entity who is authorized by the Customer to receive gas meter and billing data.

Distribution Facilities – Natural gas facilities owned by the Company that are used to deliver natural gas to Customers, through and including the gas meter outlet union or flange. This includes natural gas Mains, regulators stations, valves, meters and gas Services.

Extension – Portion of the Company's natural gas distribution system from the Company's existing natural gas system to the Service tap location required to provide service.

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Mains – Portion of the Company’s natural gas distribution system that brings gas from the gate station to the gas Service.

Premises – A premises is one contiguous property or site which normally has one delivery point of service and one or more metered service classes, each of which is an Account, that when totaled equals the entire natural gas used at that one premises or site. A premises may have more than one account with each account having one natural gas electric supplier providing full electric natural gas supply requirements. Multiple premises or sites under the same name are considered multiple Customers.

Residence – Applicable to one-family residences or one-family apartments within the Company’s territory for gas service.

Service – Portion of the Company’s natural gas distribution system from the gas Main to the gas meter.

Service Classification – Service is classified as one of the following rate schedules offered by the Company: Residential Service, Commercial Service, or Large Commercial & Industrial Service.

2. Filings and Postings

This Gas Service Tariff is supplemental to the “Regulations Governing Service Supplied by Gas Companies” of the Public Service Commission of Maryland~~Public Service Commission~~ and comprises the Rules and Regulations of service and the Service Classifications under which natural gas shall be delivered and supplied to its Customer-s by the Company. A copy of this Tariff is on file with the Public Service Commission of Maryland~~Public Service Commission~~ and is posted and open for inspection in the offices of the Company as well as on the Company’s website.

3. Application to Contracts

The Tariff is part of every contract for service. The benefits and obligations of the contract inure to and are binding upon the successors, personal representatives and assigns of the parties thereto for the full term of the contract. The contract shall not be assigned by the Customer without prior written consent of the Company. Whether or not a written contract is executed, the Applicant by accepting gas service is bound by the applicable rate schedule and these Terms and Conditions as they may be amended from time to time.

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4. Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of the Public Service Commission. ~~And, local, State and Federal Law, and such. Such changes, when effective, shall have the same force and effect as the present Tariff.~~

5. Statement of Agents

No ~~Representative agent or employee~~ of the Company has authority to ~~modify any rule or provisions of this Tariff, or to bind the Company by any promise or statement contrary thereto, unless the same shall be incorporated in a written contract. Make any promise, agreement or representation inconsistent with the provisions of this Tariff.~~

6. Rules and Regulations

The Rules and Regulations are a part of every contract for service and govern all classes of service unless otherwise specifically stated by a Service Classification. Subject to the approval of the Commission, the Company shall have the right to interpret and determine the applicability of such rules and regulations.

7. No Prejudice of Rights

The failure by the Company to enforce, or the decision not to enforce, any of the provisions of this Tariff shall not be deemed a waiver of the right to do so.

8. Gratuities to Employees

The Company's employees are strictly forbidden to demand or accept any personal compensation, or gifts, for service rendered.

9. Resolution of Disputes

When an Applicant or Customer has an issue to resolve with the Company, they should first contact the Company to resolve the issue. The Company and the Applicant or Customer shall use

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good faith and reasonable efforts to informally resolve the issue. An Applicant or Customer who wishes to file a formal complaint to resolve a dispute involving the Company may do so through the use of the procedures of the Maryland Public Service Commission.

10. Company's Disclaimer of Liability

10.1. Uninterrupted Supply

The Company does not guarantee continuous uninterrupted gas service and shall not be liable for any loss, damage or expense to any person occasioned by any change in interruption and/or resumption of the Company's gas service due to any cause beyond the reasonable control of the Company. The Company shall not be liable to Customers, their directors, officers, employees, agents, or contractors, for any loss, cost damage, expense, or any other liability (all of which shall be considered "Damages") regardless of whether such Damages are considered direct, indirect, incidental, special, consequential, exemplary or punitive Damages or to arise in contract or in tort, or any other cause of action, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.

10.2 Company Liability

The Company shall not be liable for any delay of performance, failure to perform or failure of equipment for any cause other than the gross negligence or willful misconduct of the Company, and shall not be liable for Damages from causes beyond its reasonable control including but not limited to: Acts of God, storm, fire, flood, lightning, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other entities, preemption of existing service in compliance with national emergencies; insurrections; wars; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers goods, services, equipment or other products to be delivered through the Company's facilities or to be used in conjunction with goods, services, equipment of other products furnished by the Company.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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10.3 Notice of Trouble

The Customer shall notify the Company promptly of any defect in service or of any trouble or irregularity in the gas supply.

10.4 Prearrange Interruption of Service

Whenever it is necessary to interrupt gas service to work on Mains or other facilities, such work shall be done, to the extent practical, at a time that will cause the least inconvenience to the Customer. The Customer(s) to be affected shall, if practical, be notified in advance of such interruptions.

11. Characteristics of Supply

11.1 Heating Value

The heating value of the gas supplied will vary from time to time due to changes in the composition of the Company's send out. The composition of the gas send out may consist of natural gas, liquefied natural gas, renewable natural gas, propane-air gas and synthetic gas in varying proportions depending on the gas supply situation at any given time. The normal range of heating value will be from 1000 to 1200 Btu per cubic foot of gas.

11.2 Delivery Pressure

Standard delivery pressure to the Customer is at low pressure. Where gas is supplied, measurement is by a meter which may be equipped with a base pressure corrector and/or a base temperature corrector. The metering may be continuously, automatically and uniformly corrected from an atmospheric pressure of 14.7 pounds per square inch absolute, and the temperature may be corrected to a base temperature of 60° F.

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12. Refusal or Discontinuance of Supply

Upon the Customer’s failure to comply with any of the provisions of the Tariff, or of the Maryland Public Service Commission’s rules governing Reasons for Denying Service, or if the Customer has not paid or made reasonable arrangements to pay any outstanding bill or undisputed portion of a bill, the Company may refuse or discontinue service and remove its property without being held liable to the Customer, or to tenants or occupants of the premises served for any loss, cost damage or expense, caused by such refusal, discontinuance or removal.

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PART II – TERMS AND CONDITIONS

SECTION 1 - APPLICATION AND CONTRACT FOR SERVICE

1.1 Application for Service

~~An written~~ application for service is required from each Customer. This application, when executed by the Company, constitutes the contract between the Company and the Customer, subject to the terms of the applicable Service Classification, and these Terms and Conditions. Charges for service shall begin at the time service is made available to the Customer.

1.2 Right to Reject Application

The Company may reject any application for service if the Applicant does not meet all the requirements of the Terms and Conditions of this Tariff. The Applicant shall be given the reason or reasons for rejection of the application for service in writing if requested.

1.3 Single Point of Delivery

The Service Classifications of this Tariff, unless otherwise stated, are based upon the service to a single metering point. The Company shall provide only one metering installation for each class of service. The point of delivery of gas to a Customer shall be the inlet side of the gas meter connection at which point the title to the gas shall pass to the Customer. The use of service at two or more separate properties shall not be combined for billing purposes.

The Company reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. This procedure is applicable to non-residential Customers having extensive operations in a contiguous area. Where the Customer desires an extra delivery point, the Customer shall pay the estimated costs of the additional facilities, including any applicable taxes associated with Contribution in Aid of Construction or otherwise.

1.4 Service at New Locations

Service at new locations shall be rendered only when all bills for service to the Customer at any other locations have been paid, or credit arrangements satisfactory to the Company have been made.

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1.5 Distribution of Customer's Metered and Billing Data

Upon the Customer's request, the Company will provide one year of Customer's historical gas metered and billing data to the Customer or its ~~designee~~ Designee at no charge. Requests for broader information may be provided at actual cost.

1.6 Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification. Where large or special investment is necessary or where Service is to be used for temporary, or unusual purposes, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required. The size of any required Contribution in Aid of Construction shall include all applicable taxes.

1.7 Rights-of-Way/Permits

1.7.1 General

The Applicant requesting natural gas service shall furnish, without expense to the Company, suitable rights-of-way or permits in a form approved by the Company for the installation of facilities on, over, under and across the premises of the Applicant for the purpose of providing gas service to the Applicant and to the premises and other users in the vicinity.

If it is necessary to acquire such rights or permits from others, such as abutting property owners, lessors, railroads, etc., in order for the Company to serve the Applicant, then the Applicant shall be responsible for obtaining such rights or permits as the Company deems necessary.

Where, due to the nature of the property to be served, the Company finds that the exact boundaries are of critical importance; the Applicant shall locate and mark such boundaries by an approved method and to the reasonable satisfaction of the Company.

The Applicant shall be responsible for clearing all trees, tree stumps and other obstructions from the construction area as designated by the Company, said clearing to be completed in reasonable time to meet service requirements. The Company shall be responsible for any additional tree trimming that may be required for the clearance and safety of its facilities.

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The construction area as designated by the Company shall be graded to within six (6) inches of final grade before the Company will commence construction. Grade stakes shall be provided within ten (10) feet of any planned ~~on-grade gas facility equipment~~ or buried facilities.

If subsequent to construction start-up, the Company is required to relocate or adjust any of its installed facilities due to change in grade, adjustments of property lines or change in plans, the cost of such relocation, including any applicable taxes associated with Contributions in Aid of Construction or otherwise, shall be borne by the Applicant, its successors or assigns.

The Company shall construct, own, operate, and maintain underground distribution lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation by the Company.

The Company is not responsible for damages to Customer owned facilities located in any rights-of-way.

The Company is not responsible for any underground facilities not located under the Miss Utility Law.

1.7.2 Required Property Information

The Applicant shall furnish in a format acceptable to and required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations. The Customer shall physically mark or have marked the horizontal location of any non-utility or private lines (i.e. lawn sprinklers, private water or sewer services, dog fences, etc.) within 18 inches of the non-utility line on the ground by means of stakes, paint or other suitable means prior to any notice of construction or maintenance activities on the Customer's property. The cost of repair or replacement of any non-utility of private lines not marked will be the Customer's responsibility.

1.8 Hazardous Conditions

The Applicant shall notify the Company of any hazardous conditions which employees may encounter on the Customer's property while installing or maintaining service. Where hazardous conditions exist which may impact the welfare of Company employees,

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the Company reserves the right to withhold service or require the Applicant to provide a non-hazardous route for necessary service facilities. The Applicant shall be responsible for all estimated costs required of the Company to meet applicable environmental or other hazardous condition laws required of our employees specifically for installation of the Applicant's service.

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SECTION 2 – CUSTOMER’S DEPOSIT

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2.1 Customer’s Deposit to Guarantee Payment of Final Bills

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The Company may require a cash deposit from an Applicant or an existing Customer for each account until satisfactory credit is established in accordance with the COMAR to guarantee payment of final bills for service rendered. The Company reserves the right to hold either an aggregate deposit for all deposits for all accounts for a single Customer or multiple deposits for separate accounts for a single Customer. Where the Company holds more than one deposit for separate accounts for the same Customer, the Company shall administer each deposit individually. ~~Such A Residential~~ deposit shall not be more in amount than two-twelfths (2/12) of the estimated annual applicable revenue or as may be reasonably required by the Company in cases involving a service for short periods. Non-Residential deposits are calculated in accordance to COMAR. Service may be denied or terminated for failure to pay a deposit when requested. Deposits shall not be applied against current delinquent bills.

Required deposits may be deferred at the Customer’s request to the first month’s bill or may be paid in installments over three (3) consecutive monthly billing periods. Customers with a prior unpaid balance may be required to pay the full deposit prior to establishing new service.

Simple interest on deposits at a rate established annually by the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission shall be applied annually as a credit to the Customer’s account. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the Customer’s last known address that the deposit is no longer required.

Deposits ~~may shall~~ be refunded after one (1) year for Residential deposits and after four (4) years for Non-Residential deposits and after satisfactory credit has been established. Satisfactory credit for Residential deposits is defined as (i) payment of the last twelve (12) consecutive monthly bills without more than two past due bills (ii) no disconnects for nonpayment and (iii) without an outstanding unpaid previous balance. Satisfactory credit for Non-Residential deposits is defined as payment of the twenty-four (24) consecutive monthly bills.

All deposits shall be collected and administered pursuant to the requirements set forth in COMAR.

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SECTION 3 - PAYMENT TERMS

3.1 Billing Period

The rates are stated on a monthly basis and bills are rendered monthly following the supply of service based on gas meter readings. Depending on the applicable rate schedule, bills are scheduled at approximately monthly intervals of 28 to 34 days.

3.2 When Bills are Payable

All bills are due and payable upon presentation. The final date for payment will not fall on a Saturday, Sunday or holiday, and will be due within 4021 days of their date of presentation. Failure to receive the bill will not excuse Customer from payment obligations, and payment must be made without regard to any counter claims whatsoever.

3.3 Estimated Bills

When the Company's meter reader is unable at any regular reading date to read the Customer's meter, the Company may estimate the Customer's gas usage and render an estimated bill.

3.4 Returned Payments

Payments received in payment of any bills or changes rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of twenty-five (\$25) per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned payment and the charge shall be mailed to the Customer by first class mail.

3.5 Late Payment Charge

Bills are due and payable upon presentation. If payment is not received by the Company prior to the next scheduled ~~meter reading~~billing date, a late payment charge of one and one-half percent (1-~~1/2~~5%) of the unpaid balance, less applicable taxes and environmental surcharge shall be

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added to the next billing unless prohibited by law. The total late payment charge for any original balance shall not exceed five percent (5%).

The Company, upon request by the Customers, shall waive any one (1) late payment charge within the last twelve (12) consecutive billing months for residential Customers.

3.6 ~~Installment Payments~~ Alternative Payment Plan (APP)

Any Customer may request an ~~Alternanite Payment Plan (APP) to create an~~ installment payment agreement as an optional means for payment of service delinquent charges and to avoid service termination resulting from those delinquent charges. An ~~installment payment agreement~~ APP constitutes a contract between the Customer and the Company, which guarantees payment by the Customer for the amount of the agreement over the specified period. ~~Installment payment agreements-APPs~~ shall be made through an authorized Company representative. All requests for ~~installment payment agreements~~ APPs are subject to Company approval and the Company may require these agreements to be signed by the Customer and by a Company-authorized employee. A service charge of one and one half percent (1 ~~+ 1/2~~ 2.5%) per month ~~shall may~~ be applied on the unpaid balance due under this agreement. The balance amount of the agreement is not subject to the provisions of the late payment charge. Failure of the Customer to meet the conditions of this ~~installment payment agreement~~ APP including prompt payment of the current bill shall constitute a breach of this agreement and entitle the Company to pursue collection and termination procedures pursuant to the applicable rules and regulations of the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission.

3.7 Budget Billing

Budget billing provides a payment plan which allows Customers to levelize ~~their~~ monthly bills. The Budget Billing Plan is available to all Residential "R" and Commercial "C" Service. Commercial Customers may be initially placed on the plan only in the billing months of April, May, October and November after having service for at least twelve (12) months. Any such qualifying Customer who does not have a delinquent service balance outstanding may elect to be placed on budget billing. Under this plan, the Customer shall be billed for eleven (11) months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount paid to date.

3.8 Dispute Procedures

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In the case of a dispute, the Customer shall inform the Company, either orally or in writing, of the grounds for dispute and the portion of the bill reasonably disputed. The Company will promptly investigate the circumstances of the dispute. Late charges will not be assessed on the disputed portion of the Customer's bill. Service will not be terminated for non-payment if the non-disputed portion is paid pending investigation. Customer complaints and billing issues that are not satisfactorily resolved may be presented by the Customer to:

Maryland Public Service Commission
Consumer Assistance
Office of External Relations
Wm. Donald Schaefer Tower
6 St. Paul Street
Baltimore, MD 21206-6806

410-767-8028 (Office of External Relations)
1-800-492-0474 (toll-free within Maryland)
410-767-8000 (main PSC number)

3.9 Lien Charge

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All amounts billed for service supplied by the Company to Customers who own and occupy the real property being supplied are subject to a lien being filed on the property if the account becomes delinquent, as stated in the Charter and Code of Easton, Maryland. Should a lien be filed by the Company, a charge of \$110 will be levied against the Customer's account. Proper notice of the lien filing shall be mailed to the Customer.

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SECTION 4 – CUSTOMER’S INSTALLATION

4.1 Description of Installation

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The Customer shall, before installing any gas burning equipment, notify the Company as to the devices which are going to be attached to the Company’s lines, giving the location of the proposed installation so the Company may advise the Customer of the character of service the Company shall furnish and the point at which the service shall be connected and metered.

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In those cases where the Company deems it necessary, the Customer shall present in writing complete specifications of equipment, loads, location plans, piping, regulators and other data required.

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4.2 -Customer’s Equipment

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Gas piping, fixtures and appliances on the Customer’s premises must be installed at the expense of the Customer or owner of the property.

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The Company may delay the construction of an extension and/or service until the Applicant has completed the piping and installation necessary to receive and use service.

4.3 -Inspection

All gas piping and equipment, or changes in piping and equipment, shall conform to the standards of the National Fuel Gas Code and/or those of the local public authorities in force at the time.

The Company shall render service only after receipt by the Company of approval and or inspection and pressure test data issued by the licensed contractor or local jurisdictional entity.

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SECTION 5 - SERVICE INSTALLATIONS

5.1 -General

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Service, as used in this section, refers to the service piping and associated materials between the Company's gas ~~main~~-Main system and the point of connection with the Applicant's gas line. The Company's system facility from which the service is installed may be on public or private right-of-way. Service shall be designed and constructed with good engineering practices.

The Company shall install, own and maintain ~~S~~services under the terms and conditions herein enumerated, to the point of connection with the Applicant's gas line. Such point shall generally be near the corner of the building nearest the point at which the gas service exits the gas meter. Any modifications requested by the Applicant must be approved by the Company and any additional costs resulting there from shall be borne by the Applicant. Service shall not be installed or connected unless specifically requested by the Applicant and until satisfactory or credit arrangements are made if required by the Company.

5.2 Service Installations

Where the Applicant's request for ~~s~~Service does not warrant the expenditure required to serve it, the Company will determine from the circumstances in each case what guarantees of revenue or what financing shall be required of the Applicant.

In accordance with Federal regulations, eligible customers may request to have the Company install, at the Customer's expense, an excess flow valve on an existing Service ~~Line~~ supplying the Customer. The charge to the Customer shall be the estimated installed cost for the excess flow valve installation that exceeds the related materials costs. The Company does not guarantee or warrant the operation of the excess flow valve.

5.3 Relocation of Service

Company owned residential Service facilities shall be relocated to a point of Company convenience at Company expense in order to correct or prevent a violation of applicable codes where such action requires no increase in the overall length of Service piping.

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In the Company’s opinion, when such relocation, or portion of such relocation is deemed to benefit the Customer, the resulting cost will be prorated between the Company and the Customer accordingly.

In all other cases where the Customer requests relocation or takes action which requires relocation of gas Service-piping and/or meters and pressure regulators, the entire cost of such relocation shall be paid by the Customer.

In the event the Company shall be required by any public authority to relocate any portion of the Company’s gas system, the Customer, at the Customer’s expense, shall make the necessary changes in the location of the Customer’s facilities to accommodate such changes.

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SECTION 6 - METER INSTALLATIONS

6.1 Meters Supplied by the Company

The Company shall normally furnish, install, maintain and own one (1) set of gas metering equipment for measurement of the service for each contract.

6.2 Meter Location

The Customer shall provide, without charge, a suitable place for the meters, pressure regulators or other equipment of the Company. Such place shall be of convenient access to the Company's personnel and in accordance with the latest edition of National Fuel Gas Code 54. The location of the meter shall be as near as possible to the point where the supply piping enters the Customer's building and is acceptable to the Company. Meter connections shall not be concealed by plaster, sheathing, landscaping or any other means. All meter locations are subject to periodic inspection and require a minimum of a three (3) foot clearance to satisfy meter reading, equipment maintenance requirements and emergency response.

Where multiple meters are required, each meter position shall be clearly and visibly marked so that each position is identified as to the location to which service is being supplied. Meters shall not be installed by the Company until this has been accomplished.

6.3 Right to Remove Company's Property

All meters, pressure regulators and other equipment supplied by the Company shall remain its property. The Company shall have the right to remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

6.4 Periodic Test Schedule

The Company shall test its gas meters in accordance with a periodic test schedule acceptable to the Commission and COMAR. Meter tests performed at the request of a Customer shall be made in accordance with COMAR.

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6.5 Metering

The quantity of gas billed shall be volume measured by the Company's meter, calibrated at or compensated to standard temperature (60°F) and barometric pressure (14.73 psia) conditions.

6.6 Special Service Conditions

Where the Applicant requests the Company, and the Company agrees, to install facilities which are more costly than those normally furnished, the Applicant will be charged the difference in cost.

The Applicant shall be responsible to provide a service path, clear of all obstacles for the installation and maintenance of facilities. The path shall be identified by a method approved by the Company. Where the Applicant, by virtue of site conditions, causes a more costly than normal installation or maintenance, the Applicant will be charged the difference in cost.

Where environmental or other hazardous conditions require special work practices to comply with applicable rules or laws, the Company reserves the right to withhold service until a clear non-hazardous access can be provided or to charge the Applicant the additional costs.

Service lines shall not be installed inside or under Applicant's residence or building. Where residential or building extensions have inadvertently covered existing services, Applicant will be charged for immediate relocation as maintenance is required.

When replacement or repair of privately owned services is necessary, the Company may, if agreed to by the Customer, make the necessary repairs or replacements. The Customer shall be charged for all costs by the Company.

6.7 Remote Reading Devices

The Company, at its discretion or upon request from a Customer may install remote reading devices, subject to availability. Remote reading devices shall be owned, installed and maintained by the Company. When requested by the Customer and approved by the Company, such installation may be made at cost payable by the Customer. The location of the remote reading device shall be subject to Company approval.

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6.8 _Unscheduled Meter Reading

~~Notwithstanding billing disputes, W~~hen a Customer ~~requests-requires~~ an unscheduled meter reading date, the Customer ~~shall may~~ be charged twenty-five dollars (\$25) per meter for that special meter reading service per occurrence. This special meter reading service shall be for data collection or informational purposes only. This service shall not be used to change the Customer's regular scheduled billing, unless it is agreed to by the Company, at the Company's sole discretion, and at the Customer's additional expense.

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SECTION 7 – ADJUSTMENT OF CHARGES

7.1 Fast Meters

Whenever a gas meter is tested and found to have over registered more than 2%, the Company shall recalculate the bills for service in accordance with COMAR.

7.2 Slow Meters

Whenever a gas meter is found to be more than 2% slow, the Company may bill the Customer in accordance with COMAR.

7.3 Non-Registering Meters

Whenever a gas meter is found not to have registered, the Company may render an estimated bill in accordance with COMAR.

7.4 Request Tests

Upon request by a Customer and at no charge, the Company shall make a test of accuracy of registration of the meter serving the Customer, provided that these tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, the Company shall charge the Customer thirty dollars (\$30) for testing. No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer, or its representative, may be present when the Customer's meter is tested. A written report of the test shall be mailed to the Customer within ten (10) business days after the completion of the test.

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SECTION 8 – CUSTOMER’S USE OF SERVICE

8.1 Precautions to be Taken by the Customer

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The responsibility of detection of defects and leaks on the Customer’s premises and in the Customer-owned service line, is upon the Customer; defects among other things shall mean failure or deficiency of gas, irregular supply, leakage and excessive pressure. In cases of detection of a leak within a Customer’s premises, the Customer shall immediately notify the Company and follow the directions of the Company, so that the existing conditions can be responded to in a prompt and proper manner. When gas has been shut off because of a leak in the Customer’s house lines or fixtures or other hazardous conditions of service, it shall not be unlocked and turned on until such leak or hazardous conditions have been repaired and made safe by either a licensed and competent plumber, heating contractor or pipe fitter. The Company shall not be liable for any injury to persons or damage to property arising or occurring in any manner whatsoever from the use of gas.

8.2 Wastage of Gas

A Customer shall take due care to prevent the waste of gas. If wastage of gas is caused by the Company’s negligence, the Company will issue a credit for all gas wasted. If the wastage occurred through no fault of the Company, no credit will be issued.

8.3 Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of natural gas provided by the Company or any part thereof except as authorized by COMAR.

8.4 Use Other Than Stated in Contract

The Company’s service shall not be used for any purpose or in any place other than that stipulated in the Company’s contract for Service except by written consent of the Company.

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8.5 Change of Installation

The Customer shall give immediate written notice to the Company of any proposed substantial increase or decrease in, or change of purpose, design characteristics (including but not limited to pressure, flow rate and gas quality) or location of the Customer's installation. The service connection, meters and equipment supplied by the Company for each Customer shall have definite design characteristics and no modifications or additions to the equipment or load connected thereto shall be permitted except by written consent of the Company. Failure to give notice of such modifications shall render the Customer liable for any damage to the meters or their auxiliary apparatus caused by the additional or changed installation. Regardless of whether the Customer's modifications are consistent or inconsistent with the service provided, the Company shall be under no obligation to modify its equipment.

8.6 Fluctuations

Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and in the case of such a condition caused by the Customer, the Company may discontinue service or require the Customer to modify his installation and/or equipment to prevent such a condition.

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SECTION 9 – DEFECTS IN CUSTOMER’S INSTALLATION

9.1 -Company’s Right to Inspect

The Company shall have the right but shall not be obliged to inspect any installations before gas is introduced or at any later time, and reserves the right to reject any piping or appliances not in accordance with the Company’s requirements. Such inspections, or failure to inspect, or to reject, shall not render the Company liable or responsible for any loss or damage resulting from defects in the installation, piping or appliances, or from violation of the Company’s rules, or from accidents which may occur upon the premises of the Customer.

9.2 Defective Installations

If at any time the piping and appliances of the Customer are found to be defective or dangerous by the Company’s representative or by the local public authorities, service may be refused or discontinued until the Customer has the condition corrected.

9.3 Customer’s Responsibility

The Company assumes no responsibility for any damages done by or resulting from any defect in the piping or appliances of the Customer. In the event of any loss or damage to the property of the Company, or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Customer, his agents, or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the Company and any liability otherwise resulting shall be assumed by the Customer.

9.4 Company Liability

The Company shall not be liable for damage resulting from the presence of gas or the Company’s equipment on the Customer’s premises, or from the use of the service of the Company by the Customer.

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SECTION 10 – ACCESS TO PREMISES

10.1 Access to Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at all reasonable times to the premises of the Customer for the purpose of reading the Company’s meters, connecting and disconnecting service, operating, testing, inspecting, repairing, maintaining, removing or replacing any or all of the Company’s apparatus used in connection with the delivery of gas. If the Company’s meters or other equipment are located on the premises of someone other than the Customer, the Customer shall be responsible to arrange for access thereto by Company agents or representatives.

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SECTION 11 – TAMPERING WITH COMPANY’S PROPERTY

11.1 Tampering Expressly Forbidden

~~No~~ The Customer shall protect the equipment of the Company on premises, and shall not permit any person except a duly authorized representative of the Company to ~~shall~~ make any connection or disconnection, either temporary or permanent at any point on the Company’s distribution system up to the outlet of the Company’s meter on the Customer’s premises, or set, change, remove or interfere with the Company’s meter, pressure regulator, tracer wire, cathodic protection system or other equipment.

11.2 Liability for Tampering

In the event of the Company’s meters or other property being tampered or interfered with, the Customer being supplied through such equipment or other responsible party shall pay the amount which the Company may estimate is due for service used but not registered on the Company’s meter and for the costs of any repairs, replacements required, investigations, inspections, costs of prosecution including legal fees, installation of any protective equipment and any other changes in the Customer’s installation as may be required by the Company. The other responsible party shall be the party who either tampered with or caused the tampering with a meter or other equipment. The Customer being supplied through such equipment, or the other responsible party shall also be responsible for paying all costs associated with the tampering investigation, including, but not limited to field and office work.

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SECTION 12 – COMPANY’S RIGHT TO DISCONTINUE SERVICE

12.1 Right to Discontinue Service

The Company reserves the right to discontinue the service for any of the following reasons.

12.1.1 Without Prior Notice

- a. Unavoidable shortage or interruptions in Company’s source of supply or other cases of emergency.
- b. Whenever a hazardous condition is found to exist on the Customer’s premises.
- c. Interference, tampering or other unauthorized use of meters or Company equipment or diversion of service.
- d. Whenever environmental or other hazardous conditions would expose Company employees to undue risk.
- e. Exceeding the limits of gas supply specified on the Application for Service without the required notice.

12.1.2 With Prior Notice

- a. Failure to remedy conditions having detrimental effect on Company equipment or on the service of others.
- b. Non-payment of any bill for gas service which is greater than \$50 if the security deposit is less than the total owed.
- c. Non-payment of any bill for gas service which is less than \$50 and has been outstanding for ~~32~~ months or longer.
- d. Violation of or noncompliance with these Rules and Regulations or the effective Service Classification or Contract. The Company may refuse to provide any service until the Customer has corrected the conditions constituting such violation or noncompliance.
- e. Failure to pay a deposit as requested.

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- f. Misrepresentation of or failure to disclose any material fact in an apparent attempt to defraud the Company or to avoid payment of any outstanding bill for service rendered.
- g. Refusal to grant access, during reasonable working hours, for maintenance, meter reading or removal of equipment, inspection or replacement of equipment.
- h. Failure to pay Service installation charges.
- i. For providing a false name or social security number or for failing to disclose, upon request, that past services have been received and not paid for under a different name or social security number.
- j. Withdrawal or termination of the proper permits, certification or rights-of-way.

12.1.3 Notice

The notice provided for in Section 12.1.2 shall consist of not less than fourteen (14) days' notice sent by first class prepaid mail deposited in a United States mailbox and addressed to the Customer at ~~his~~the last known mailing address appearing on the records of the Company. The notice shall conform with the requirements of the COMAR.

12.2 Reconnection Charge

Service disconnected by the Company for any reason set forth in Section 12.1 shall be restored only on payment of the appropriate reconnection charge stated below in addition to the previous balance due under the Customer's contract.

Any Customer whose service has been disconnected may be required to post a deposit in order to have service reconnected.

Time of Reconnection

Reconnection Charge

8 a.m. to 4:00 p.m.	Mon - Fri., excluding Company Holidays	\$50 <u>35</u>
4:00 p.m. to 7:44 :00 p.m.	-Mon - Fri., Weekends & Company Holidays	\$75 <u>45</u>
7:00 <u>4</u> p.m. to 8:00 a.m.	Any Day_—————	No reconnections performed

Disconnection

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At location other than meter \$70125

12.3 Collection of Payments at the Premises

At the Company’s option, the Customer may avoid service termination for non-payment of bills by making payment of the ~~past due~~previous balance due to a Company representative at the premises.

In addition to payment of the ~~past due~~previous balance, there shall be a fee of \$35-50 per trip to the premises for collection of payments.

Installment payments or any other agreements shall be made through an authorized Company representative.

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SECTION 13 – DISCONTINUANCE OF SERVICE BY CUSTOMER

13.1 Notice to Discontinue

The Customer must give the Company at least five (5) days ~~written~~ notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter has been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

13.2 Completion of Term

If, by reason of any act, neglect or default of a Customer or its agent, the Company's service is suspended, or the Company is prevented from providing service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

13.3 Final Bill

The final bill for service shall be based on an actual meter reading, unless the Company cannot gain access to the premises, and is due and payable when rendered.

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SECTION 14 – EXTENSIONS

14.1 General

Extensions to the Company's natural gas system shall be provided, owned and maintained under the terms and conditions herein enumerated.

Extensions, as used in this section, refer to gas ~~M~~mains and associated materials that must be constructed along public streets, roads and highways, or on private property from the Company's existing gas system to the service.

Extensions shall be designed according to accepted industry practices to provide adequate service and shall be installed in accordance with the rules and regulations of the ~~Public Service Commission of Maryland~~ Maryland Public Service Commission and shall be designed with sufficient capacity and suitable materials which, in the Company's judgment, shall assure that the Applicant, or Customer, shall receive safe, adequate and reasonable gas service for the foreseeable future. Modifications to the Company's design, requested by the Applicant, shall be made when such modifications are acceptable to the Company in its sole judgment.

Where the Applicant requests the Company to install facilities which are more costly than those proposed to be furnished by the Company, the Applicant shall pay the Company the difference in cost between the requested installation and that deemed necessary by the Company. The Company will make extensions to existing mains of one hundred (100) feet per Customer without charge.

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14.1.1 Company Ownership

The Company shall provide, own and maintain gas main extensions. The estimated cost of an extension shall include all direct and related work performed by the Company or its subcontractors to make service available in accordance with good engineering practices. The estimated installed cost shall be derived from the Company's recent costs for extensions of various lengths and pipe sizes under substantially similar conditions. The estimated cost of an approach main or main for the supply of service includes the cost of additions to existing mains necessary to provide adequate supply of gas from the nearest point or points.

14.1.2 Customers Initially Served

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For the purpose of definition, those Customers to be initially served shall be considered as buildings under construction at the time the contract for the extension is signed. As additional facilities are needed to serve additional Customers, the Applicant may be required to make an additional deposit or may receive a refund accordingly.

14.1.3 Main and Service Extension

When a gas main extension and service are both required to provide service to a non-residential Customer, the Estimated Revenue shall be compared to the total estimated investment of the line extension and service.

14.1.4 Company Maintenance of Private Facilities

Where Customers are served from private facilities, the Company may, upon request, provide maintenance to such facilities with all costs borne by the Customer.

14.2 System Extension Procedure

14.2.1 Application for Extension

Extensions are made when a Customer has made application by completing the appropriate forms and has agreed and signed for service from a proposed extension for which right-of-way, permits and conditions required by the Company's rules and practices have been obtained, and upon full payment of charges for the extension by the Customer.

14.2.2 Extension Contract

Application for service constitutes a contract and permission to install main and service line extensions, or portions thereof, on the owner's property where such extension is solely for his or his tenant's use. Suitable rights-of-way are required for all other extensions, including the right to extend main or service line along and adjacent to thoroughfares and lot lines to adjacent properties. Any subsequent relocation of all or part of such extensions made at the request of any owner or tenant, or required in the opinion of the Company, by any change in structure or other activity of such owner or tenant, shall require payment by him of the Company's charges for such relocation.

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14.2.3 Customer Responsibility

The Customer shall be responsible for the preliminary grading of his property to within 6 inches of final grade before the Company commences construction of its extension to meet the Customer's service requirements.

14.2.4 Extension to Multiple Customers

Where two or more Customers are to be served from a main extension, each Customer shall contract individually with the Company for the appropriate charges, if any, applicable to each.

14.2.5 Company Design of Extensions

The Company provides the design and layout for all extensions. The Applicant shall furnish in a format acceptable to and as required by the Company, at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and other items showing details of proposed construction. This information is required in reasonable time to allow the Company to design and construct its facilities in a safe and efficient manner to meet service requirements and to comply with applicable laws, company standards, codes, and rules and regulations.

14.2.6 Applicant's Responsibility

Each Applicant will cooperate with the Company, in an effort to keep the cost of construction and installation of the underground gas distribution system as low as possible. Additional costs arising from failure of the Applicant to cooperate with the Company, such as his making changes in grade or failing to maintain grade, shall be borne by the Applicant.

14.3 Charges for Extensions

14.3.1 Evaluation of Extensions

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The extension of the approach main and service line to the meter for residential and commercial Applicants is evaluated on the merits of each project's economics. Subject to an economic test, a Contribution in Aid of Construction may be required from the Applicant.

The Company will install at its expense, the service line from its main to the meter location. However, where a service pipe longer than seventy-five (75) feet in length, measured from the curb line if established, otherwise an equivalent line is required, the Customer may be required to pay for the entire costs if such excess length over seventy-five (75) feet on a cost basis.

The Company will make extensions to existing mains of one hundred (100) feet to existing mains, or extensions to new developments are limited to the extent of new investment warranted by the anticipated revenues. The Company will make extensions beyond seventy-five (75) feet on a cost basis.

14.3.2 Cost of Paving

For existing developed areas, the cost of breaking and replacing paving, including sidewalks and lawn repairs, if any, is not included in any economic test and is chargeable to the Applicant.

14.3.3 Contribution in Aid of Construction

The Contribution in Aid of Construction for gas main and service line installations shall be paid prior to the commencement of the installation.

14.3.4 Costs Subject to Repayment by Applicant

Notwithstanding any other extension provision, extension of facilities requested by the Applicant, and installed by the Company, that are not used as originally indicated by the Applicant within 12 months of installation, shall be subject to ~~the~~ repayment by the Customer to the Company. Repayment shall include the Company's entire cost of installation and any applicable estimated costs of removal, less salvage costs, of all facilities initially installed for the supply of such service.

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SECTION 15 – CURTAILMENT POLICY

15.1 Gas Supply Curtailment

In the event it is necessary for the Company to impose curtailment of natural gas supply to its Customers due to a shortage of gas supply deliveries, this plan shall be implemented. A shortage of gas supply shall include but is not limited to a reduction or interruption of natural gas supplies from transmission pipelines that would prevent the Company from providing gas service to all its Customers; the Company's peak day supply of natural gas proves to be insufficient; or the Company experiences a distribution system failure.

The Company may, at its sole discretion, curtail or temporarily discontinue or reduce, without incurring any liability for any subsequent loss or damage which the Customer may sustain by reason of such curtailment or discontinuance of gas supply, gas service to its Customers in the priorities set forth below in inverse order.

When immediate action is required to protect distribution system deliverability and integrity, gas supply to specific areas of the distribution system may be temporarily discontinued resulting in complete curtailment of all Customers within the area.

The Company will curtail Service in the following order, starting with Priority 4:

Priority 1 – Essential Human Needs Customers. This includes all rate schedule "R" Customers, as well as hotels, motels, dormitories, hospitals, nursing homes, plant protection, water and sewer treatment, police and other institutions essential for the public welfare.

Priority 2 – Firm Commercial Service. Rate Schedule "C"

Priority 3 – Firm Large Commercial and Industrial Service. Rate Schedule "LC"

Priority 4 – Interruptible Customers.

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SECTION 16 – PURCHASED GAS CHARGE

16.1 Provision for Charge

The rate for monthly consumption for firm sales of gas set forth in rate schedules “R”, “C”, and “LC” of the Company shall include an amount per CCF herein described which is called the Purchased Gas Charge (PGC).

~~16.1.1~~ The cost of purchased gas as used in determination of the PGC shall include, but not be limited to, costs of the following sources of gas including related transportation, storage and handling costs required for delivery to the Company:

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- a) Natural gas from pipeline and other suppliers including storage, exchange, transportation service and take-or-pay costs. (FERC Acct. No. 7300000)
- b) Liquefied Natural Gas (LNG) (FERC Acct. No. 7310001)
- c) Liquefied Petroleum Gas (LPG) (FERC Acct. No. 7310002)
- d) Other hydrocarbons distributed to Customers or used as feedstock for production of Substitute Natural Gas (SNG) (FERC Acct. No. 7310003).

16.2 Calculation

The PGC, calculated to the nearest tenth of a cent per CCF, shall be computed monthly. The cost of gas per CCF is determined by dividing the demand costs (D) plus the estimated commodity costs (C) for the next billing month by the projected billable sales (S) for the period. The Actual Cost Adjustment (ACA) and any Supplier Refund Adjustments (SRA) are then applied to the PGC.

$$PGC = ((D+C)/S) + ACA - SRA$$

16.3 Supplier Refund Adjustment

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The-Easton Utilities Commission - Gas

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When a refund is made to the Gas Department by suppliers by reason of a retroactive decrease in rates applied to the gas purchased, appropriate credits, including interest at the rate prescribed by the Commission, will be made to Customers.

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16.4 Actual Cost Adjustment

Any difference between the sum of Purchased Gas Charge revenues collected in a billing month and the actual cost of gas in the same month is accumulated for the twelve (12) months ending November 30. The balance so determined shall be applied as a constant credit or debit to the Purchased Gas Charge for a period of twelve (12) months beginning with the succeeding January. The Actual Cost Adjustment to the nearest tenth of a cent per CCF is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply.

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SECTION 17 – BILLING NORMALIZATION ADJUSTMENT

17.1 Billing Normalization Adjustment

Customers who are part of the Residential “R” and Commercial “C” Service Classifications of the Company shall be billed a rate per CCF herein described which is called the Billing Normalization Adjustment (BNA). This rate shall be calculated to the nearest tenth of a cent per CCF. The Company’s revenue requirement per average customer use per month (authorized base revenues) during the test year, as established in the latest base rate proceeding, shall serve as the basis for the BNA rate calculated each month. The BNA will be calculated separately for the Residential and Commercial rate classes.

The actual base rate revenue collected per average customer for the month is compared to the authorized base rate revenue per average customer per the same month during the test year and any difference is divided by estimated sales for the billing month to arrive at the BNA base rate per CCF to be billed. Any difference between actual and estimated sales is reconciled in the determination of the BNA in a subsequent month. The Actual Billing Adjustment, which is a fixed rate per calendar year as described in Section 17.2 below, shall be included in the BNA. Details of the calculation of the BNA shall be filed quarterly with the Commission.

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17.2 Actual Billing Adjustment (ABA)

Any difference between the sum of the BNA revenues collected and the allowed amounts is accumulated for the twelve (12) months ending November 30. This balance shall be included with any over or under-collected amounts from the prior year’s ABA calculation. The balance so determined shall be applied as a credit or debit to the BNA rate beginning with the succeeding January. The ABA to the nearest tenth of a cent per CCF to be billed is determined by dividing the twelve (12) month balance by the estimated sales for the twelve (12) months over which the adjustment will apply. Details of the calculation of the ABA shall be filed annually with the Commission.

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PART III – RATES

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RESIDENTIAL SERVICE

RATE SCHEDULE R

A. Availability

This schedule is available for firm gas service to Customers for domestic purposes by individual meter in a single-family dwelling or in an individual apartment. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Public Service Commission.

B.

Rate for Monthly Consumption:	Bills Rendered on and after 49 /1/202 50
Customer Charge per month plus :	\$ 11.26 13.25
Distribution Charge cents per CCF:	\$0. 455 45785

C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for purchased gas costs in accordance with Section 16 of the Terms and Conditions ~~of Service~~.

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions ~~of Service~~.

E. The Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5 ~~of the Terms and Conditions~~.

G. Charges for Temporary Discontinuance of Service

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

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COMMERCIAL SERVICE

RATE SCHEDULE C

A. Availability

This schedule is available for firm gas service to Customers for non-domestic purposes whose average monthly consumption is less than 2,000 CCF per month and supplied through one meter or a battery of meters. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's average monthly consumption in succeeding months may be 2,000 CCF or more. After such twelve (12) billing months, at the Customer's option, the Customer may be transferred to Service Classification LC provided the Customer has had an average monthly consumption of at least 2,000 CCF per month for the preceding three calendar years. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Commission. The Company reserves the right to change Service Classification based on actual Customer usage.

B.

Rate for Monthly Consumption:	Bills Rendered on and after 49/1/2025
Customer Charge per month, plus :	\$ 33.25 35.00
Distribution Charge cents per CCF:	\$0. 2779 3358

C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for purchased gas costs in accordance with Section 16 of the Terms and Conditions ~~of Service~~.

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions ~~of Service~~.

E. Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5.

G. Charges for Temporary Discontinuance of Service:

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

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LARGE COMMERCIAL & INDUSTRIAL SERVICE

RATE SCHEDULE LC

A. Availability

This schedule is available for firm gas service to Customers for large commercial and/or industrial purposes whose average monthly consumption is 2,000 CCF or greater and supplied through one meter or a battery of meters. Any Customer served under this Service Classification shall remain on this Classification for at least twelve (12) billing months, even though such Customer's average monthly consumption in succeeding months may be less than 2,000 CCF. After such twelve (12) billing months, any Customer taking Service under this Service Classification whose average monthly consumption is less than 2,000 CCF per month for the preceding three calendar years will be automatically transferred to Service Classification C effective with the next succeeding billing month. Except as otherwise provided herein, the application of this schedule is subject to the Terms and Conditions of the Company as they may be in effect from time to time, as filed with the Commission. The Company reserves the right to change Service Classification based on actual Customer usage.

B.

Rate for Monthly Consumption:	Bills Rendered on and after
Customer Charge per month, plus :	49/1/20259
Distribution Charge:	\$214.00
First 10,000 CCF -cents per CCF:	\$0.20382455
Over 10,000 CCF -cents per CCF:	\$0.43931678

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C. Purchased Gas Charge:

The charges specified in this rate shall be subject to an adjustment per CCF for increases or decreases in the supplier rates for purchased gas, in accordance with Section 16 of the Terms and Conditions ~~of Service~~.

D. Billing Normalization:

The charges specified in this rate shall be subject to an adjustment per CCF for billing normalization in accordance with Section 17 of the Terms and Conditions ~~of Service~~.

E. Total Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

F. Late Payment Charge:

See Section 3.5.

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The-Easton Utilities Commission - Gas

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- G. Charges for Temporary Discontinuance of Service:
Whenever service under this rate schedule has been temporarily discontinued at the request of the Customer, a charge equal to the Customer Charge times the number of months of discontinued service will be made for reestablishing such service.

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NOTICE

The Town Council of the Town of Easton will hold a Public Hearing Monday, December 4, 2023 at 5:35 p.m. in the Council Meeting Room, 14 S. Harrison Street to provide the public an opportunity to comment on proposed Electric and Gas Tariff Revisions. Persons wishing to attend or participate in the Public Hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number: 410-822-2525 during normal business hours prior to 4 p.m. on November 29, 2023.

Kathy M. Ruf
Town Clerk

NOTE TO STAR DEMOCRAT: Please publish the above notice no later than Sunday *November 19, 2023* in the Star Democrat and send a Certificate of Publication to:

Kathy M. Ruf, Town Clerk
Town of Easton
P.O. Box 520
Easton, MD 21601



EASTON UTILITIES BASE RATE REVISIONS

EASTON TOWN COUNCIL PRESENTATION

December 4, 2023



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HUGH E. GRUNDEN

President & Chief Executive Officer



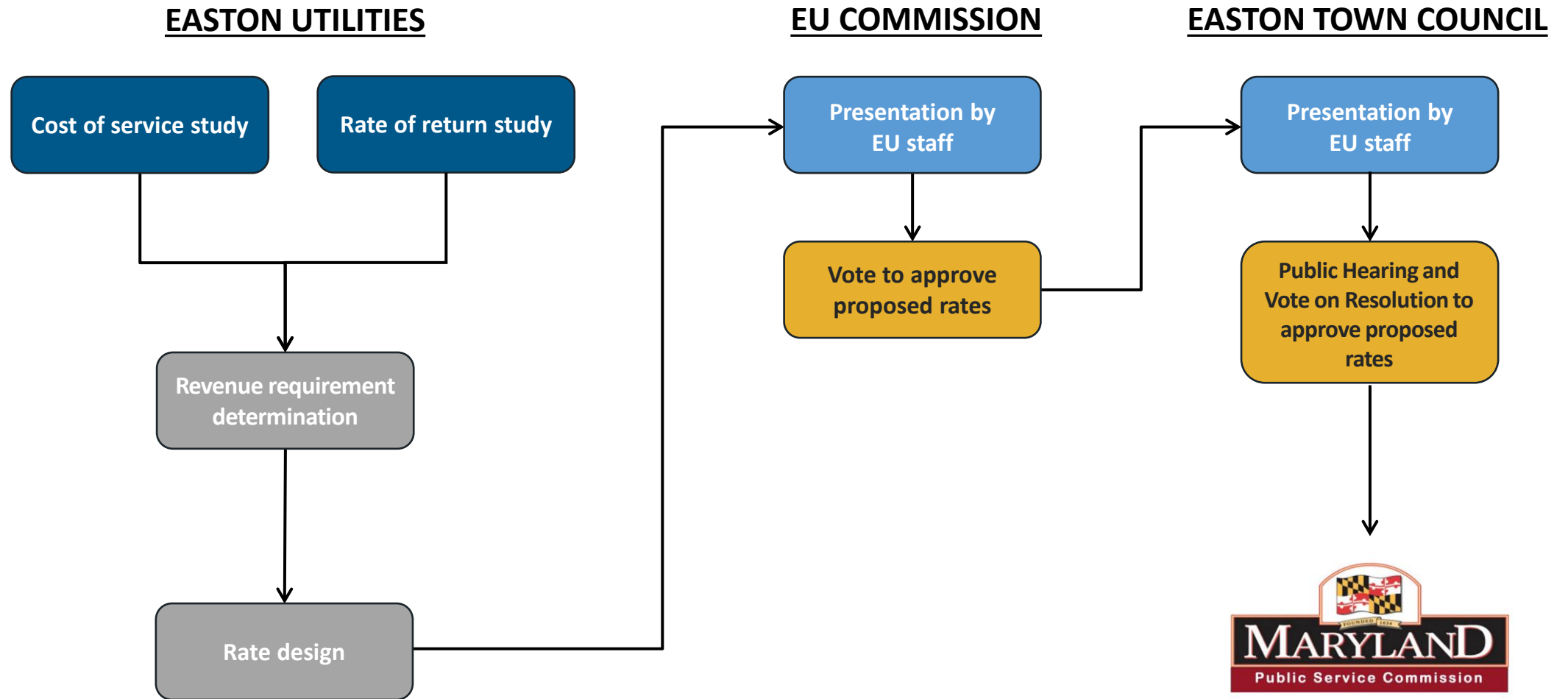
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AGENDA

- Rate making process and history
- Cost management
- Electric and Gas Department overview
- Proposed revisions
- Electric and gas bill comparisons
- Schedule / Timeline

RATE MAKING PROCESS





HISTORY

- On average, rate cases occur every 4 – 5 years
 - Only the 4th rate case in 25 years for Electric
 - Only the 5th rate case in 23 years for Natural Gas
- After last formal rate case, TOE Council requested more frequent
- Significant costs to conduct a rate case; EU combines electric and gas and does not bring annually



COST MANAGEMENT

While the main driver for this rate case has been extraordinary inflation, it is important to note we have continued our focus on managing costs while still providing best in class reliability and excellent customer satisfaction.

- Team Action Plan savings of \$2,284,703 since last rate case
- Compensation structure changes kept below total inflation rate
- Assumed greater risk for insurance, aftermarket equipment, and materials
- Significant infrastructure grant funding
- Energy charges

TEAM ACTION PLAN SAVINGS

FY 2023

	\$	326,529
Repair worn fuel injectors on No. 203	\$	187,523
CDL Online Testing and In-House Training	\$	15,007
WWTF - Replacement Chemical Room Door	\$	21,422
Other FY 2023 TAPs	\$	102,577

FY 2022

	\$	462,326
1000 kcmil Reusable Pulling Eye System	\$	94,740
St. Michael's WWTF WAS Haul-In	\$	98,625
Repair #8's raw water pump	\$	30,957
Power Plant 1 In-House Valve Replacements	\$	27,184
Other FY 2022 TAPs	\$	210,820

FY 2021

	\$	436,594
Repair Cooper Bessemer exhaust manifold sections for engine #23	\$	126,508
Renegotiate Cogent Bandwidth Contract VIA NCTC	\$	30,023
WWPS Bypass Pump Intake Pipe Fittings	\$	15,439
Other FY 2021 TAPs	\$	264,624

FY 2020

	\$	334,408
Delay required licensing on Cisco Cable Modem Termination	\$	120,536
W/WWPS - Rehab In-House the Goldsboro WWPS and Glenwood WWPS	\$	25,179
Joint directional bore 3-2" pipes with CATV Node+0	\$	29,040
Other FY 2020 TAPs	\$	159,653

TOTAL FY 2019

\$ 459,126

TOTAL FY 2018

\$ 265,720

TOTAL TAPs FY 2018 - 2023

\$ 2,284,703



COST MANAGEMENT

While the main driver for this rate case has been extraordinary inflation, it is important to note we have continued our focus on managing costs while still providing best in class reliability and excellent customer satisfaction.

- Team Action Plan savings of \$2,284,703 since last rate case
- Compensation structure changes kept below total inflation rate
- Assumed greater risk for insurance, aftermarket equipment, and materials
- Significant infrastructure grant funding
- Energy charges



JOHN J. HORNER

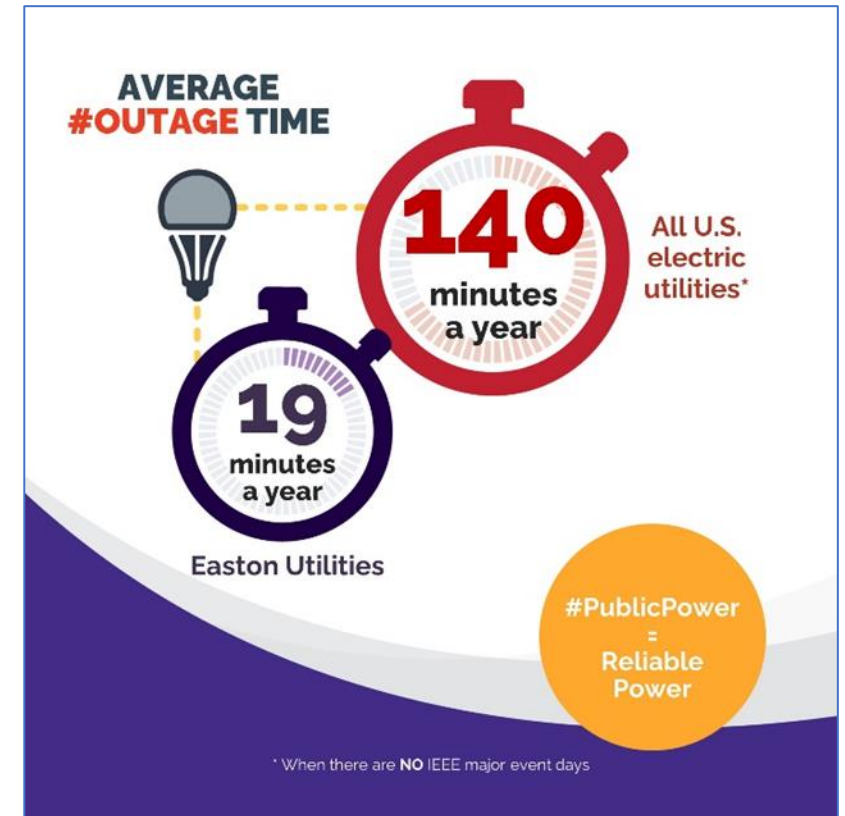
Executive Vice President & Chief Operating Officer



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ELECTRIC DEPARTMENT OVERVIEW

- 11,013 customers
- 54 sq. mile service area
- 66.4 megawatts generation
- 59.7 megawatts peak load (2023)



Reliability in 2022

AIRPORT DUCTBANK



NORTH COUNTRY FEEDER

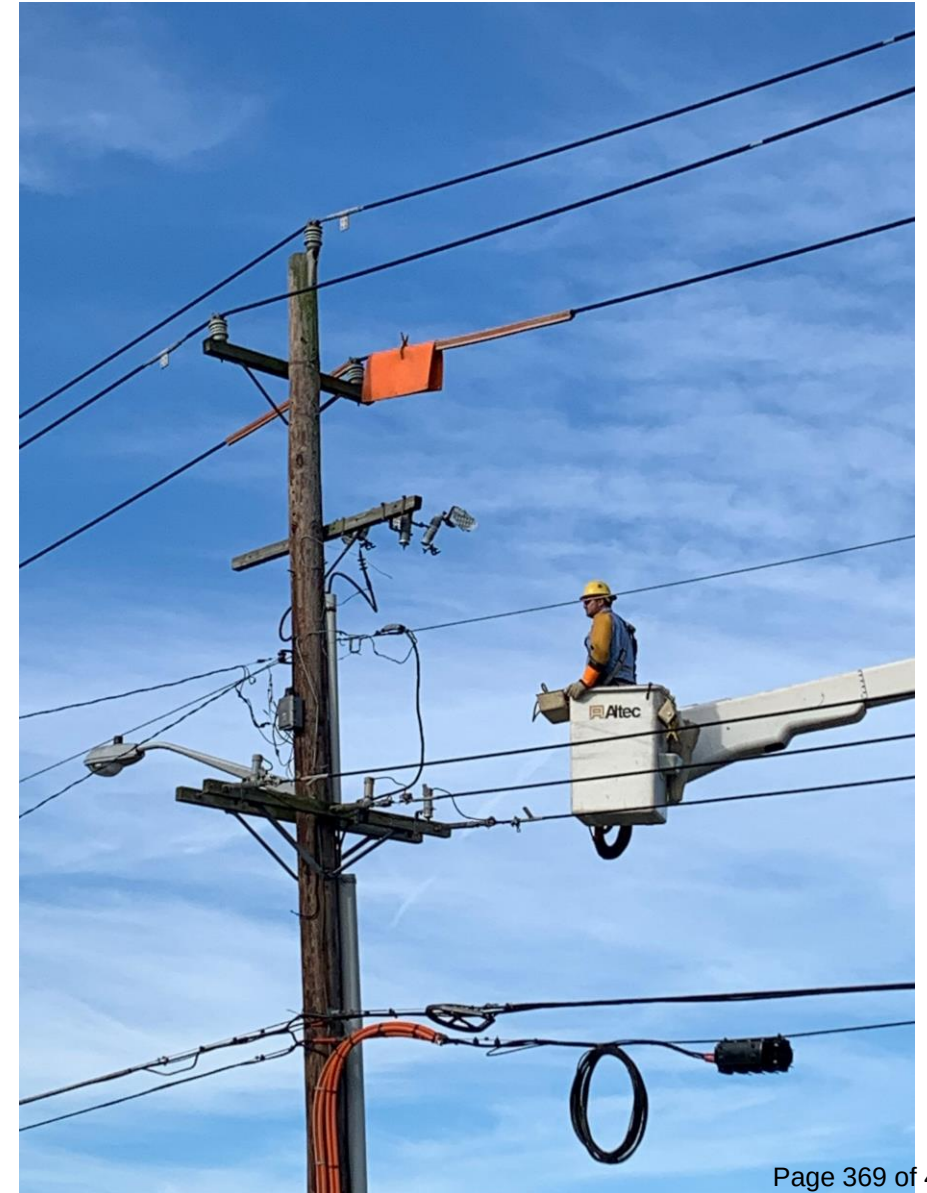


RECONDUCTOR HISTORIC EASTON



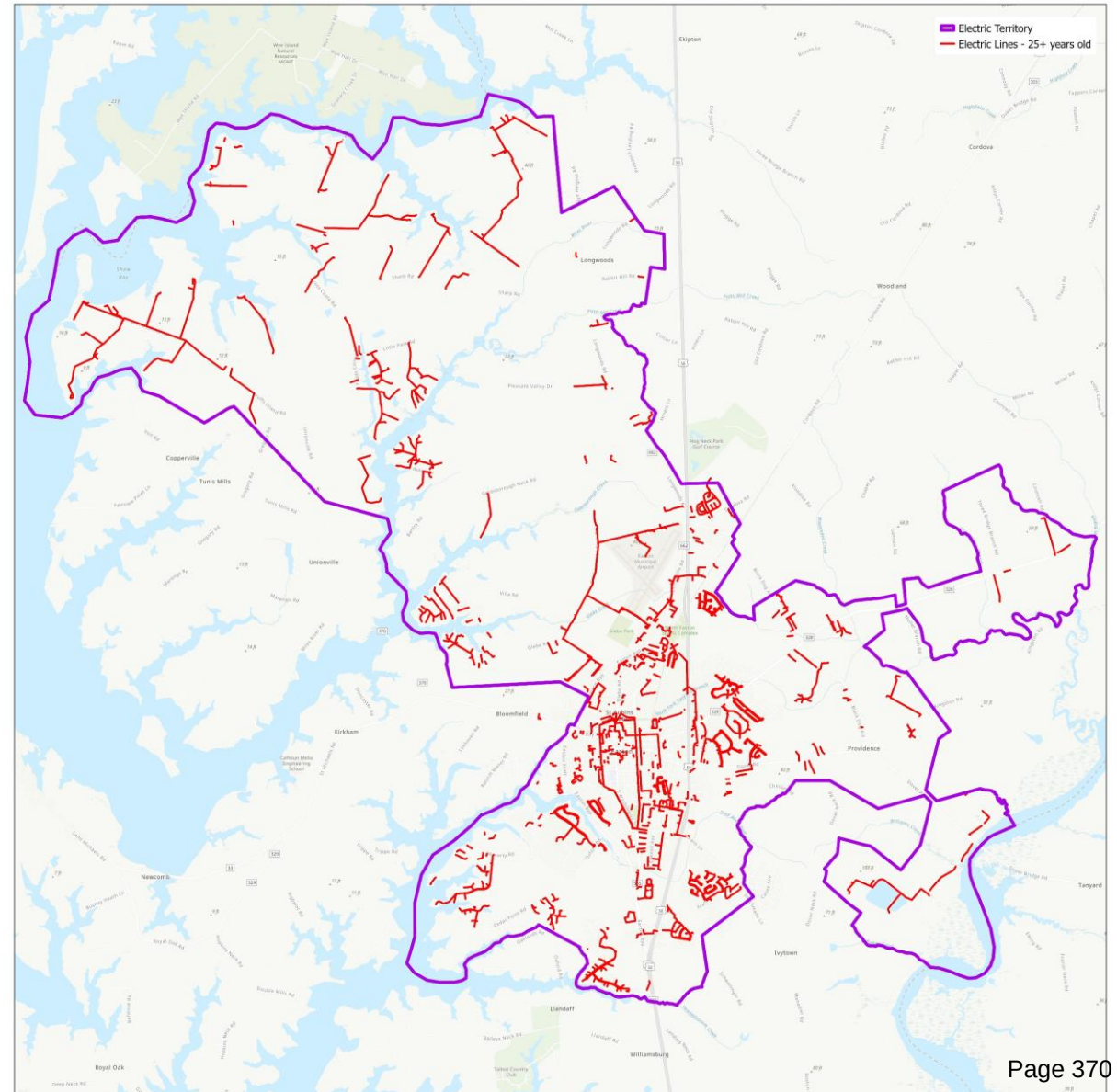
UTILITY POLES

- Inspect 600 wood poles annually
- Repaired or replaced poles
 - 2023 = 56
 - 2022 = 19
 - 2021 = 85
 - 2020 = 60
 - 2019 = 87



AGING ELECTRIC INFRASTRUCTURE

**ELECTRIC LINES
GREATER THAN
25 YEARS**





GAS DEPARTMENT OVERVIEW

- 4,946 customers
- 6,400 MCF peak day delivery
- 8.5 mile service area
- 154 miles of main and services

Leaks per Mile

.05844

Leak Response Time

14 minutes

MAIN REPLACEMENT



GATE STATION



SUPPLY CHAIN

Transformers

2021 = \$2,045

2022 = \$5,550
+171%



Overhead Wire

2019 = \$0.98/foot

2023 = \$3.78/foot
+286%



Gas Meter

2020 = \$106

2023 = \$125
+18%





STEVE J. OCHSE

Senior Vice President & CFO



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PURPOSE OF BASE RATE REVENUE

- Funds investment in infrastructure
 - Delivers service to each home and business
 - Invests in system performance & reliability
- 39 cents of each customer's bill supports:
 - Operations
 - Investment in facilities
 - Engineering
 - Customer Service
 - Accounting and legal
 - Information Technology/Cybersecurity
- 61 cents goes to energy providers outside of Easton



DRIVERS FOR REVISIONS – INVESTMENTS & RETURNS

- Since 2019, EU has invested in infrastructure to maintain and increase reliability of services
 - \$15.1 million in electric infrastructure
 - \$ 2.1 million in gas infrastructure
- EU is currently *authorized* to earn a 4.18% rate of return from the last rate case
- EU had a *negative* 5.5% rate of return for electric and *negative* 1.6% for gas in the June 2023 test period

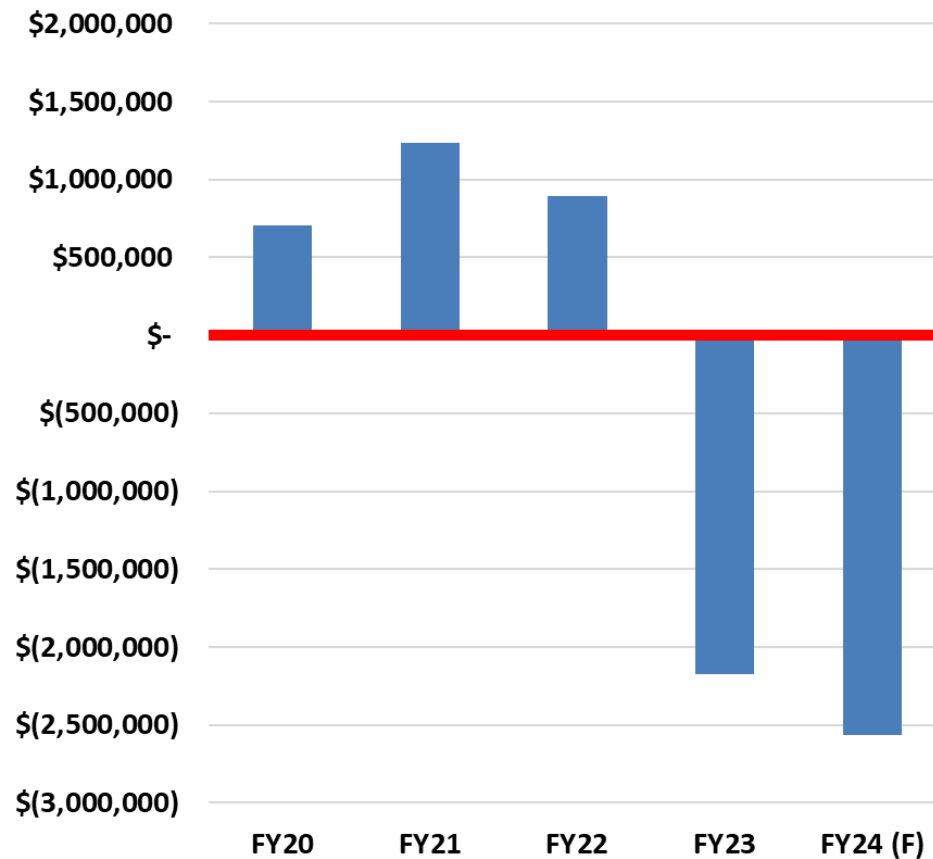
DRIVERS FOR REVISIONS – INFLATION

- Continues to impact operations
- Increases in costs
 - 183% for other non-medical insurance
 - 72% for transformers
 - 34% for fuel
 - 20% for meters
- Inflation of 19% since June 2019

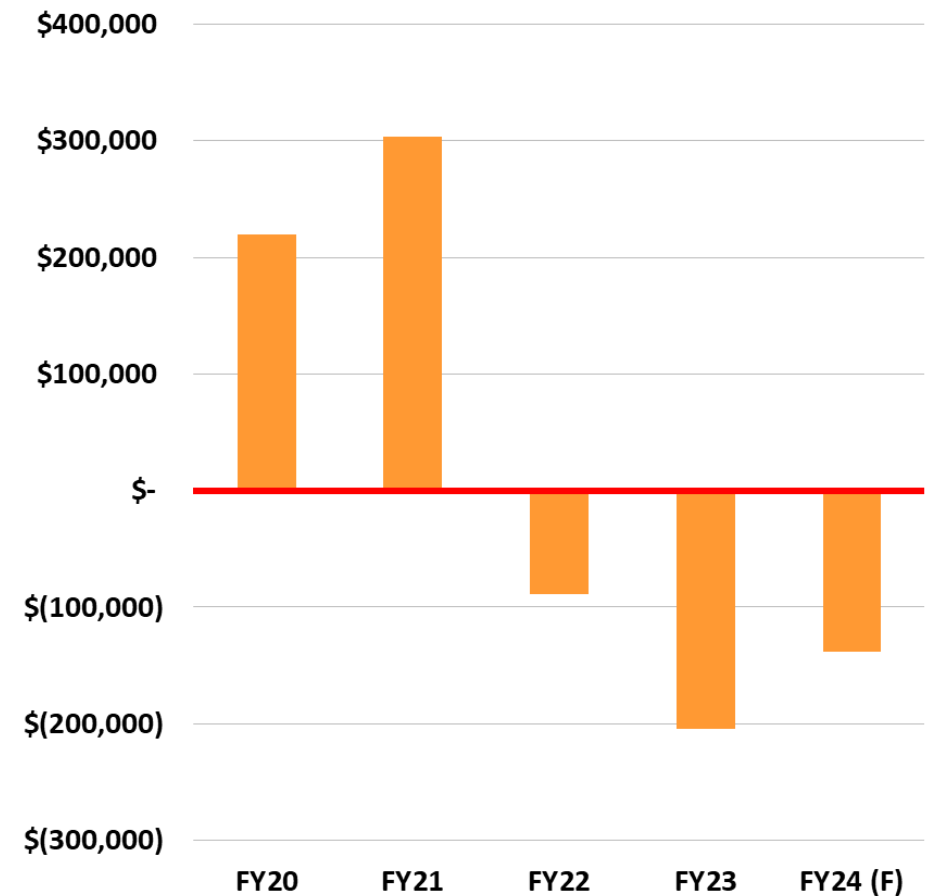


DECLINING FINANCIAL RESULTS

ELECTRIC NET INCOME



GAS NET INCOME





ELECTRIC SUMMARY

- EU proposes to increase electric base revenue by \$4.45 million
- Residential customers using 1,000 kWh per month would see an increase of 82 cents per day

Fortunately, because of lower energy costs, using December 2023 as an example, an average total bill with proposed rates would only be 34 cents more per day than December 2022.



GAS SUMMARY

- EU proposes to increase natural gas base revenue by \$520 thousand
- Residential customers using 45 CCF per month would see an increase of 25 cents per day

Fortunately, because of lower energy costs, using December 2023 as an example, an average total bill with proposed rates would 31 cents *less* per day than December 2022.

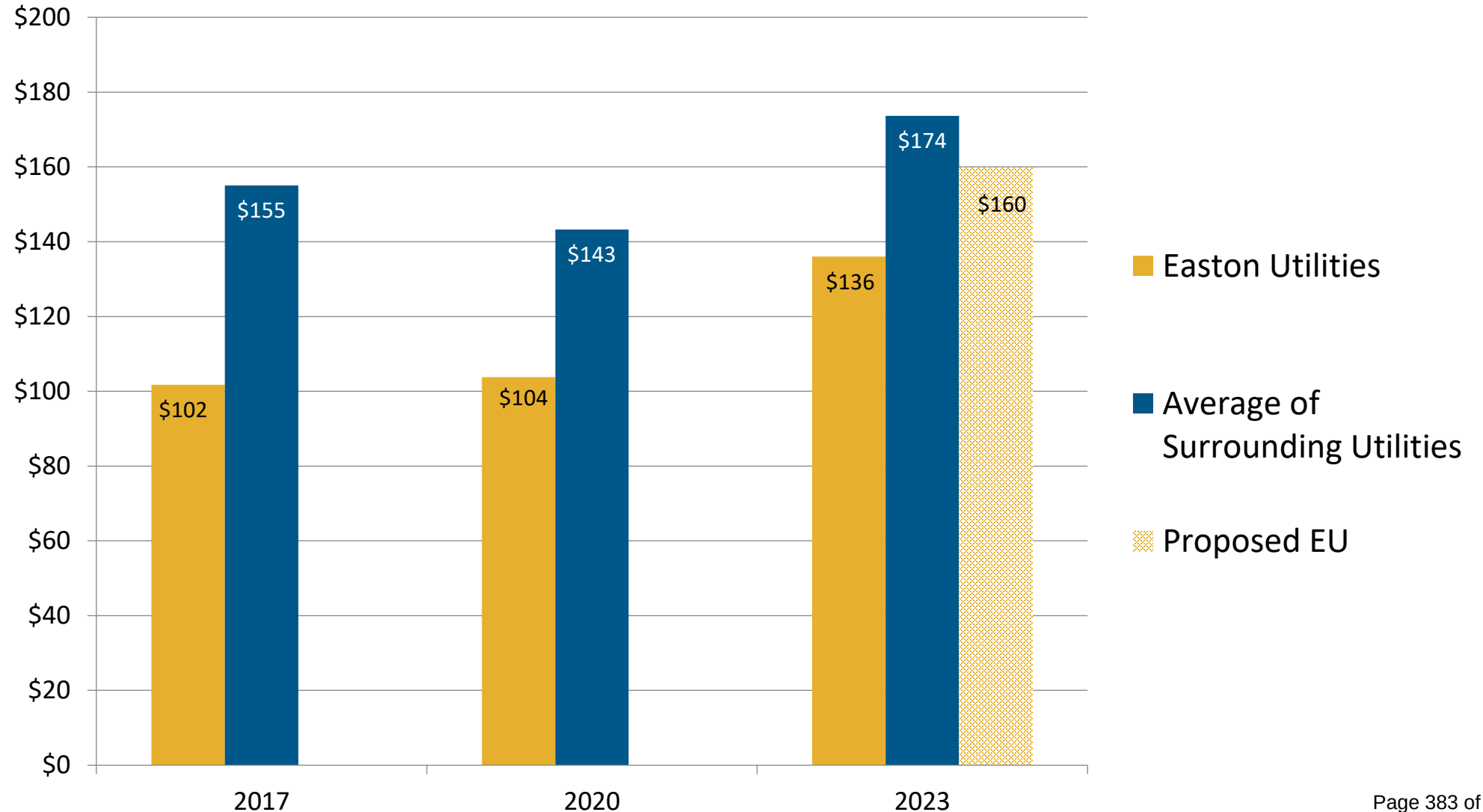


TARIFF REVISIONS

- Conducted a complete edit/review of tariff for Electric and Gas
 - Consistent language across all services
 - Reviewed charges related to reconnections for nonpayment
- Reflects COMAR changes and clarification of COMAR and EUC requirements
- Incorporated best practices for charges related to expansion and growth
- Cost of Service and Rate Design study will impact rates

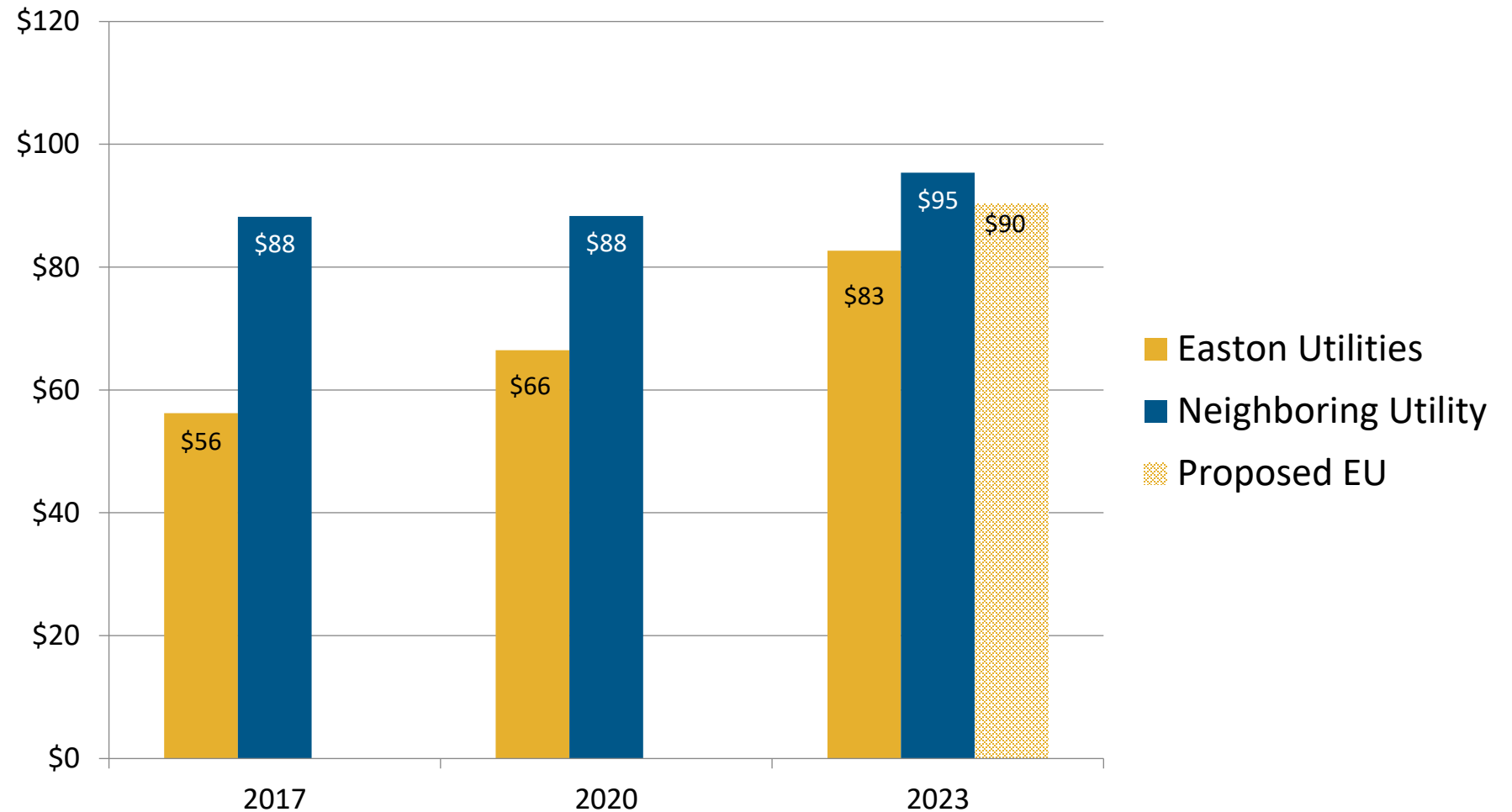
ELECTRIC BILL COMPARISON

Residential Customers (1,000 kWh per month)



GAS BILL COMPARISON

Residential Customers (45 CCF per month)



PROCEDURAL SCHEDULE

Date	Action
December 4, 2023	Public Hearing - Town Council
December 18, 2023	Public Hearing (continued) and Town Council vote on proposed rate increases
Late December 2023	Preliminary meeting with MD Public Service Commission (PSC) and Office of People's Counsel
Late December 2023	File formal rate increase requests with MD PSC
April 2024	MD PSC Public Hearing
May 2024	MD PSC Hearing Examiner issues Order on rate increases
May / June 2024	New rates effective



QUESTIONS & ANSWERS



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RESOLUTION NO. 6178

A RESOLUTION OF THE TOWN OF EASTON APPROVING
THE 2023 GAS SERVICE RATE AND TARIFF REVISIONS
PROPOSED BY THE EASTON UTILITIES COMMISSION

Introduced By: _____

WHEREAS, pursuant to Article IV, Section 2(f) of the Easton Town Charter, the Easton Utilities Commission may fix and revise rates for its utility services and terms and conditions of service, which rates and terms and conditions shall become effective upon approval by the Town Council;

WHEREAS, the Easton Utilities Commission has requested Town Council approval of revisions for gas service and other changes to its gas tariff as set forth in its request for approval of gas tariff presented to the Town Council at a public hearing on December 4, 2023;

WHEREAS, the Town Council is aware that the gas service tariff revisions must be approved by the Maryland Public Service Commission before they can become effective; and

WHEREAS, the Town Council wishes to approve the gas service tariff revisions and the rate revisions as proposed by the Easton Utilities Commission, which revisions are set forth in Exhibit A attached hereto.

NOW THEREFORE, THE TOWN OF EASTON HEREBY RESOLVES AS
FOLLOWS:

Section 1. The gas service tariff revisions and rate revisions proposed by the Easton Utilities Commission and attached hereto as Exhibit A are hereby approved.

Section 2. The approval extends to any further revisions to the tariff approved by the Maryland Public Service Commission other than a revision that would increase the rates for gas service above those set forth in Exhibit A.

Section 3. This Resolution shall become effective upon passage by the Town Council and approved by the Mayor.

Curry -
Abbatiello -
Montgomery -
Davis -
Gunsallus -

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan JM. Cook, Mayor

EFFECTIVE DATE: _____, 2023.

Exhibit A

Sheets 1-45 (inclusive) of the
Easton Utilities Commission Gas Revised Tariffs

RESOLUTION NO. 6179

A RESOLUTION OF THE TOWN OF EASTON APPROVING
THE 2023 ELECTRIC SERVICE RATE AND TARIFF REVISIONS
PROPOSED BY THE EASTON UTILITIES COMMISSION

Introduced By: _____

WHEREAS, pursuant to Article IV, Section 2(f) of the Easton Town Charter, the Easton Utilities Commission may fix and revise rates for its utility services and terms and conditions of service, which rates and terms and conditions shall become effective upon approval by the Town Council;

WHEREAS, the Easton Utilities Commission has requested Town Council approval of revisions for electric service and other changes to its electric tariff as set forth in its request for approval of electric tariff presented to the Town Council at a public hearing on December 4, 2023

WHEREAS, the Town Council is aware that the electric service tariff revisions must be approved by the Maryland Public Service Commission before they can become effective; and

WHEREAS, the Town Council wishes to approve the electric service tariff revisions and the rate revisions as proposed by the Easton Utilities Commission, which revisions are set forth in Exhibit A attached hereto.

NOW THEREFORE, THE TOWN OF EASTON HEREBY RESOLVES AS FOLLOWS:

Section 1. The electric service tariff revisions and rate revisions proposed by the Easton Utilities Commission and attached hereto as Exhibit A are hereby approved.

Section 2. The approval extends to any further revisions to the tariff approved by the Maryland Public Service Commission other than a revision that would increase the rates for electric service above those set forth in Exhibit A.

Section 3. This Resolution shall become effective upon passage by the Town Council and approved by the Mayor.

Curry -
Abbatiello -
Montgomery -
Davis -
Gunsallus -

I hereby certify that the above Resolution was passed by a ye and nay vote of the Council this _____ day of _____, 2023.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2023.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan JM. Cook, Mayor

EFFECTIVE DATE: _____, 2023.

Exhibit A

Sheets 1-97 (inclusive) of the
Easton Utilities Commission Electric Revised Tariffs

Range of Checking Accts: GENERAL FUND to GENERAL FUND Range of Check Ids: First to Last
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
85000	11/08/23	AMERIO35 AMERICAN LEGION BLAKE BLACKSTO			1
24-00001		TAX REFUND	295.42		
85001	11/08/23	CORELO05 CORELOGIC CENTRALIZED REFUNDS			1
24-00002		TAX REFUND	237.34		
85002	11/08/23	EASTO020 EASTON UTILITIES			1
24-00003		UTILITY INVOICE	7,874.78		
85007	11/09/23	EASTO020 EASTON UTILITIES			2
24-00004		ANNUAL SAFETY INSP.	1,000.00		
85008	11/09/23	FRATE005 FRATERNAL ORDER OF POLICE LODG			2
24-00005		LODGE DUES	1,260.00		
85009	11/09/23	HACKE005 HACKETT, KEVIN			2
24-00006		RETIREMENT	1,000.00		
85010	11/09/23	HANDY005 TROY HANDY			2
24-00007		RETIREMENT	750.00		
85011	11/09/23	HARDY005 KYLE M HARDY			2
24-00008		REIMB/TRAINING	60.00		
85012	11/09/23	HARTF005 HARTFORD, THE			2
24-00009		NOV '23 AD&D INSURANCE	4,539.50		
85013	11/09/23	LEDNU005 TRACY LEDNUM PETTY CASH CUST.			2
24-00010		TOE PETTY CASH	759.43		
85014	11/09/23	MCI00005 MCI			2
24-00012		PHONE	1.41		
24-00013		PHONE	35.50		
			36.91		
85015	11/09/23	OPTUM005 OPTUM BANK			2
24-00014		HEALTH SAVINGS ACCT	963.64		
85016	11/09/23	PRECIO10 PRECISION MOBILE SERVICE			2
24-00015		MISC/GRAPPLE TRUCK	475.49		
85017	11/09/23	QUADIO10 QUADIENT LEASING USA INC			2
24-00016		POSTAGE	2,000.00		
85018	11/09/23	SOVAN005 NORMAN F SOVA			2
24-00017		REIMBURSE	49.59		
85019	11/09/23	VANDE005 CATELIN H VANDERLINDEN			2
24-00019		REIMB/UNIFORM ALTERATIONS	78.00		

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85020	11/09/23	VERIZ005 VERIZON WIRELESS			2
24-00021	TOWN CELL PHONE INVOICE		2,440.17		
24-00023	COMMUNICATIONS		94.95		
			<u>2,535.12</u>		
85021	11/09/23	VERIZ015 VERIZON			2
24-00020	PHONE		1,192.68		
85022	11/13/23	ALANT005 ALAN TYE & ASSOCIATES, LC			3
OZ-00078			1,126.04		
85023	11/13/23	AMAZ0005 AMAZON CAPITAL SERVICES		11/13/23 VOID	0
85024	11/13/23	AMAZ0005 AMAZON CAPITAL SERVICES			3
OZ-00106			160.41		
OZ-00107			137.22		
OZ-00108			13.30		
OZ-00109			163.18		
OZ-00110			139.59		
OZ-00111			13.52		
OZ-00112			206.01		
OZ-00113			127.98		
OZ-00114			58.52		
OZ-00115			46.81		
OZ-00116			20.75		
OZ-00117			20.06		
OZ-00118			26.70		
OZ-00119			109.90		
OZ-00120			94.98		
			<u>1,338.93</u>		
85025	11/13/23	AVONP005 AVON PAINT & WALLPAPER			3
OZ-00079			851.88		
85026	11/13/23	CANON005 CANON FINANCIAL SERVICES INC			3
OZ-00124			137.08		
85027	11/13/23	CELLE005 CELLEBRITE INC			3
OZ-00081			5,300.00		
85028	11/13/23	DEPEN005 DEPENDABLE SSR LLC			3
OZ-00003			438.07		
OZ-00004			961.00		
OZ-00005			343.24		
			<u>1,742.31</u>		
85029	11/13/23	EAST0020 EASTON UTILITIES		11/13/23 VOID	0
85030	11/13/23	EAST0020 EASTON UTILITIES			3
OZ-00006			1,706.31		
OZ-00007			4,768.10		
OZ-00008			3,305.87		
OZ-00009			10,773.49		

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85030		EASTON UTILITIES	Continued		
OZ-00010			794.14		
OZ-00011			1,057.86		
OZ-00012			71.84		
OZ-00013			95.79		
OZ-00014			119.73		
OZ-00015			143.68		
OZ-00016			119.73		
OZ-00017			119.73		
OZ-00018			287.36		
OZ-00019			191.57		
OZ-00020			287.36		
OZ-00021			143.68		
OZ-00022			287.36		
OZ-00023			287.36		
OZ-00024			71.84		
OZ-00025			167.63		
OZ-00026			85.31		
			24,885.74		
85031	11/13/23	HAVTE005 HAVTECH SERVICE DIVISION LLC			3
OZ-00080			4,000.00		
85032	11/13/23	HOLID005 HOLIDAY INN EXPRESS EASTON MD			3
OZ-00077			956.80		
85033	11/13/23	HOME005 HOME PARAMOUNT PEST CONTROL			3
OZ-00027			38.00		
OZ-00028			33.00		
OZ-00029			36.00		
			107.00		
85034	11/13/23	JABOT005 J & A BOTTLELESS WATER COOLERS			3
OZ-00127			93.00		
85035	11/13/23	JACKS005 JACKSON LEWIS P.C.			3
OZ-00130			12,049.70		
85036	11/13/23	LASER005 LASER LETTERS INC			3
OZ-00030			106.00		
OZ-00031			106.00		
OZ-00032			113.50		
			325.50		
85037	11/13/23	LIFE005 LIFE FITNESS LLC			3
OZ-00128			4,348.98		
85038	11/13/23	LIVIN010 LIVING ECOSYSTEMS			3
OZ-00082			37.50		
OZ-00083			150.00		
OZ-00084			35.00		
OZ-00085			35.00		
OZ-00086			35.00		

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85038	LIVING ECOSYSTEMS	Continued			
OZ-00087			35.00		
OZ-00088			60.00		
OZ-00089			35.00		
			422.50		
85039	11/13/23	LOWES005 LOWE'S		11/13/23 VOID	0
85040	11/13/23	LOWES005 LOWE'S		11/13/23 VOID	0
85041	11/13/23	LOWES005 LOWE'S		11/13/23 VOID	0
85042	11/13/23	LOWES005 LOWE'S			3
24-00011	INVOICE		577.59		
OZ-00033			520.56		
OZ-00034			481.65		
OZ-00035			284.05		
OZ-00036			400.28		
OZ-00037			96.12		
OZ-00038			359.02		
OZ-00039			1,383.31		
OZ-00040			281.02		
OZ-00041			188.81		
OZ-00042			52.48		
OZ-00043			54.63		
OZ-00044			262.17		
OZ-00045			44.57		
OZ-00046			90.22		
OZ-00047			60.54		
OZ-00048			51.26		
OZ-00049			19.73		
OZ-00050			34.03		
OZ-00051			46.50		
OZ-00052			216.52		
OZ-00053			8.51		
OZ-00054			65.47		
OZ-00055			346.69		
OZ-00056			33.22		
OZ-00057			113.96		
OZ-00058			113.96-		
OZ-00059			113.96		
OZ-00060			20.80		
OZ-00061			165.06		
OZ-00062			33.21		
OZ-00063			171.17		
OZ-00064			9.69-		
OZ-00065			322.96		
OZ-00066			48.57		
OZ-00067			29.12		
OZ-00068			72.59		
OZ-00069			36.05		
OZ-00070			161.48		
OZ-00071			72.63		

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85042	LOWE'S	Continued			
OZ-00072			52.15		
			7,249.01		
85043	11/13/23	MARYL080 MARYLAND TRANSPORTATION AUTHOR			3
OZ-00121			6.00		
OZ-00122			6.00		
OZ-00123			12.00		
			24.00		
85044	11/13/23	NATIO020 NATIONAL HVAC SERVICE			3
OZ-00125			378.00		
OZ-00126			2,267.00		
			2,645.00		
85045	11/13/23	PFPET005 P.F. PETTIBONE & CO			3
OZ-00073			861.45		
85046	11/13/23	UNIFI005 UNIFIRST CORPORATION		11/13/23 VOID	0
85047	11/13/23	UNIFI005 UNIFIRST CORPORATION			3
OZ-00090			108.57		
OZ-00091			25.79		
OZ-00092			34.16		
OZ-00093			79.29		
OZ-00094			39.31		
OZ-00095			11.70		
OZ-00096			101.47		
OZ-00097			21.27		
OZ-00098			108.57		
OZ-00099			25.79		
OZ-00100			34.16		
OZ-00101			92.59		
OZ-00102			39.31		
OZ-00103			11.70		
OZ-00104			99.19		
OZ-00105			21.27		
			854.14		
85048	11/13/23	UPPER005 UPPER SHORE CONSTRUCTION LLC			3
OZ-00129			9,050.00		
85049	11/13/23	WALMA005 WALMART			3
OZ-00074			147.14		
OZ-00075			22.16		
			169.30		
85050	11/15/23	AGIND005 AG-INDUSTRIAL INC			4
24-00084		PARTS, BOLTS, DISC WHEEL	927.85		
85051	11/15/23	ALLER005 ALLERIN US INC			4
24-00085		PARKING LOT SERVER MAINTENACE	140,000.00		

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85052	11/15/23	AMAZ005 AMAZON CAPITAL SERVICES		4
OZ-00171		104.99		
85053	11/15/23	APGME005 APG MEDIA OF CHESAPEAKE LLC		4
24-00139	PLANNING COMM MEETING AGENDA	275.63		
85054	11/15/23	ARNES005 ARNESEN TERMITE/PEST CONTROL,		4
24-00086	PEST CONTROL SERVICE	60.00		
85055	11/15/23	ATLAN005 ATLANTIC TACTICAL		4
24-00087	HOLLOW POINT 9MM 50 RD PER BOX	1,696.95		
24-00088	HOLLOW POINT 50 RDS PER BOX	377.10		
		2,074.05		
85056	11/15/23	AWARD005 AWARDS BY WEGENER		4
24-00089	CERTIFICATE PLAQUES	359.52		
85057	11/15/23	BARKE005 BARKER'S LANDING EXCAVATION		4
24-00090	INSTALL CURB GUTTER SIDEWALK	21,856.93		
85058	11/15/23	BAYIM005 BAY IMPRINT		4
OZ-00134		240.00		
85059	11/15/23	BEESA005 BEE'S AUTOMOTIVE DISTRIBUTING		4
OZ-00149		112.00		
85060	11/15/23	BELLC005 BELL CREEK EQUIPMENT		4
OZ-00166		1,350.37		
85061	11/15/23	BESTC005 BESTCO UA		4
24-00091	DECEMBER 2023 INSURANCE	14,613.80		
85062	11/15/23	BLUET005 BLUE TECH LLC		4
24-00092	REPROGRAM DEMO VEHICLE SYSTEM	450.00		
85063	11/15/23	BRAMB010 BRAMBLE BODY SHOP INC		4
24-00094	CLAIM # 52883	304.61		
85064	11/15/23	CALHO005 CALHOON MEBA ENGINEERING SCHOO		4
24-00093	LUNCH FOR HONOR GUARD TRAINING	2,475.00		
85065	11/15/23	CARTE005 CARTER MACHINERY COMPANY INC		4
OZ-00131		341.62		
OZ-00132		145.14		
OZ-00133		130.98		
		617.74		
85066	11/15/23	CHESA080 CHESAPEAKE EMPLOYERS INSURANCE		4
24-00095	NOV 2023 WORKERS COMP	28,612.91		
85067	11/15/23	CHOPT005 CHOPTANK ELECTRIC COOPERATIVE		4
24-00096	STREET LIGHTS EASTON CLUB E	922.00		

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85068	11/15/23	CINTA005 CINTAS FIRST AID & SAFETY		4
24-00097	1ST AID SUPPLIES	143.31		
24-00098	1ST AID SUPPLIES	142.27		
		285.58		
85069	11/15/23	CRWFL005 CRW FLAGS INC		4
24-00099	2 US FLAGS	234.56		
85070	11/15/23	DODGE005 DODGE OVERHEAD DOOR INC		4
24-00100	N E SPORTS COMPLEX LABOR	384.00		
85071	11/15/23	EASTE015 EASTERN SHORE COFFEE & WATER		4
24-00105	WATER, COOLER RENTAL	102.89		
85072	11/15/23	EAST0020 EASTON UTILITIES		4
24-00106	ELECTRIC	79.13		
85073	11/15/23	EDSUP005 E D SUPPLY CO INC		4
24-00101	1G SAT-SS DPLX RCPT PLT	1.41		
24-00102	FT40HL/835/4P/RS/ENV CFL	102.10		
OZ-00135		23.74		
		127.25		
85074	11/15/23	ENTER005 ENTERPRISE FM TRUST		4
24-00107	MONTHLY RENTAL	26,490.49		
85075	11/15/23	EWING005 EWING INC, PAUL T	11/15/23 VOID	0
85076	11/15/23	EWING005 EWING INC, PAUL T		4
24-00138	GRASS SEED	7,957.65		
OZ-00136		889.00		
OZ-00137		115.91		
OZ-00138		1,853.72		
		10,816.28		
85077	11/15/23	GRIFF005 GRIFFITH ENERGY SVCS INC		4
24-00108	CLEAR ULSD DIESEL	900.59		
85078	11/15/23	GROFF005 GROFF TRACTOR MID ATLANTIC LLC		4
24-00137	EQUIPMENT RENTAL	7,878.75		
85079	11/15/23	HOME005 HOME PARAMOUNT PEST CONTROL		4
24-00109	PEST CONTROL	103.00		
85080	11/15/23	HOPKI010 HOPKINS SALES CO INC		4
OZ-00139		19.04		
OZ-00140		308.58		
OZ-00141		210.17		
		537.79		
85081	11/15/23	HOWAR005 HOWARD UNIFORM COMPANY		4
24-00110	UNIFORMS	914.00		

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85082	11/15/23	LEWIS005 LEWIS' AUTO BODY SHOP		4
24-00111	RO 14895 2016 TRANSIT WAGON	970.18		
85083	11/15/23	LOCAL005 LOCAL GOVT INSURANCE TRUST		4
24-00112	GL SKATE BOARD. BMX BIKING FAC	1,569.00		
85084	11/15/23	MARSH005 MARSHALL PROPERTY MANAGEMENT L		4
24-00113	GRASS MOWING	6,588.00		
85085	11/15/23	MARYL025 MARYLAND ENVIRONMENTAL SERVICE		4
24-00114	RESIDENTIAL SOLID WASTE	38,161.15		
85086	11/15/23	MARYL045 MARYLAND POLICE & CORRECTIONAL		4
24-00115	LODGING CHARGES FOR A HAYDEN	150.00		
85087	11/15/23	MATHE005 MATHESON TRI-GAS INC		4
24-00116	VARIOUS SUPPLIES	312.64		
85088	11/15/23	MATTH005 MATTHEW BENDER & CO INC		4
24-00117	ANNOTATED CODE 2023 EDITION	229.40		
85089	11/15/23	MOTOR010 MOTOROLA SOLUTIONS INC		4
24-00118	ENTERPRISE LICENSE RENEWAL	1,287.50		
85090	11/15/23	MRRO005 MR ROOTER MID-SHORE		4
24-00119	CLEAN OUT BEHIND OLD HILLS BLD	900.00		
85091	11/15/23	MULLI005 MULLIKIN'S AUTO BODY INC		4
24-00120	REPAIR TO 22 FORD F350	1,890.58		
85092	11/15/23	MUNIC010 MUNICIPAL EMERGENCY SERVICES I		4
24-00121	CUFF/MAG CASE COMBO	234.74		
85093	11/15/23	NORTH015 NORTHEASTERN SUPPLY INC		4
24-00122	6 X 10 WHT PVC PIPE	165.23		
85094	11/15/23	PAPER010 PAPER SOLUTIONS INC		4
24-00123	8 1/2 X 11 100 SHEET ROLL	4,554.00		
85095	11/15/23	PEPUP005 PEPUP		4
24-00124	259.9 GALLONS PROPANE	475.84		
85096	11/15/23	POTOM005 POTOMAC VALLEY BRICK & SUPPLY		4
24-00125	WATSONTOWN GARDEN BL 4x8	347.80		
85097	11/15/23	PRECIO05 PRECISION PRINTING & EMBROIDER		4
24-00126	POLO SHIRTS	1,411.70		
85098	11/15/23	RCHOL005 R C HOLLOWAY CO		4
24-00127	CORE RETURN CREDIT	44.00-		
OZ-00145		249.13		
OZ-00146		187.64		

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85098	R C HOLLOWAY CO	Continued			
OZ-00147			312.44		
			705.21		
85099	11/15/23 RELIA010 RELIABLE CONCRETE SERVICES LLC				4
24-00128	CONCRETE SLABS		345.00		
85100	11/15/23 SHERW005 SHERWIN-WILLIAMS CO, THE				4
24-00129	PAINT ROLLERS		14.23		
85101	11/15/23 SITE0005 SITEONE LANDSCAPE SUPPLY LLC				4
24-00130	SEED AND HERBICIDE		447.28		
OZ-00168			99.90		
OZ-00169			58.00		
OZ-00170			62.25		
			667.43		
85102	11/15/23 SOCIA005 SOCIAL PINPOINT INC.				4
24-00131	SUBSCRIPTION 10/23 TO 10/24		4,998.00		
85103	11/15/23 SPURR005 SPURRY'S TIRE SERVICE INC				4
OZ-00142			1,004.00		
OZ-00143			120.00		
OZ-00144			1,799.20		
			2,923.20		
85104	11/15/23 STAPL010 STAPLES BUSINESS CREDIT			11/15/23 VOID	0
85105	11/15/23 STAPL010 STAPLES BUSINESS CREDIT				4
24-00140	BTE TABS		4.89		
24-00141	SUPPLIES		75.38		
OZ-00150			138.41		
OZ-00151			7.22		
OZ-00152			43.41		
OZ-00153			43.30		
OZ-00154			14.89		
OZ-00155			1.75		
OZ-00156			199.99		
OZ-00157			10.56		
OZ-00158			41.49		
OZ-00159			82.98		
OZ-00160			41.49		
OZ-00161			41.49		
OZ-00162			81.95		
OZ-00163			131.80		
OZ-00164			140.17		
OZ-00165			46.96		
			1,148.13		
85106	11/15/23 TMDEC005 TMDE CALIBRATION LABS INC				4
24-00132	RADAR CALIBRATION		1,265.00		

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85107	11/15/23	TRAFF005 TRAFFIC SYSTEMS & TECHNOLOGY		4
24-00133	12" E SEC SIGNAL HEAD LED	2,786.00		
85108	11/15/23	USIQI005 USIQ INC		4
24-00134	STREAMLIGHT CHARGER KIT	1,000.00		
85109	11/15/23	UTILI005 UTILITY EASTERN SHORE TRAILER		4
OZ-00167		205.50		
85110	11/15/23	VERIZ005 VERIZON WIRELESS		4
24-00104	WIRELESS CELL PHONE	3,595.52		
85111	11/15/23	VULCA005 VULCAN CONSTRUCTION MATERIALS		4
24-00135	MATERIALS	3,251.30		
85112	11/15/23	WARRE005 WARREN'S WOOD WORKS INC		4
24-00136	PRESSURE TREATED LUMBER	44.06		
OZ-00148		67.92		
		111.98		
85113	11/16/23	BALTA005 MARLENI BALTAZAR		5
24-00069	2023 CLOTHING ALLOWANCE	175.00		
85114	11/16/23	BARST005 BLAIR B BARSTAR		5
24-00059	2023 CLOTHING ALLOWANCE	350.00		
85115	11/16/23	BAYNE005 ASHLEY M BAYNE		5
24-00046	2023 CLOTHING ALLOWANCE	350.00		
85116	11/16/23	BECKE005 TYQUAN W BECKETT		5
24-00061	2023 CLOTHING ALLOWANCE	350.00		
85117	11/16/23	BLAND005 CODY J BLAND		5
24-00051	2023 CLOTHING ALLOWANCE	350.00		
85118	11/16/23	CARRO005 BRIAN L CARROLL		5
24-00048	2023 CLOTHING ALLOWANCE	350.00		
85119	11/16/23	COXON005 MEGAN M COXON		5
24-00045	2023 CLOTHING ALLOWANCE	350.00		
85120	11/16/23	CREEG005 FRANK J CREEGAN		5
24-00047	2023 CLOTHING ALLOWANCE	350.00		
85121	11/16/23	CULLI005 ANTHONY R CULLINGS		5
24-00049	2023 CLOTHING ALLOWANCE	350.00		
85122	11/16/23	DOYLE005 BRIAN C DOYLE		5
24-00042	2023 CLOTHING ALLOWANCE	350.00		
85123	11/16/23	DOYLE010 CHRISTOPHER A DOYLE		5
24-00053	2023 CLOTHING ALLOWANCE	350.00		

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85124	11/16/23	EVERN005 NICHOLAS W EVERNGAM		5
24-00052	2023 CLOTHING ALLOWANCE	350.00		
85125	11/16/23	FINCH005 SCOTT FINCH JR		5
24-00060	2023 CLOTHING ALLOWANCE	350.00		
85126	11/16/23	GARVE005 JACQUELINE C GARVEY		5
24-00031	2023 CLOTHING ALLOWANCE	350.00		
85127	11/16/23	HALLG005 GREGORY HALL		5
24-00056	2023 CLOTHING ALLOWANCE	350.00		
85128	11/16/23	HANSO005 HEATHER L HANSON		5
24-00072	2023 CLOTHING ALLOWANCE	350.00		
85129	11/16/23	HARDY005 KYLE M HARDY		5
24-00058	2023 CLOTHING ALLOWANCE	350.00		
85130	11/16/23	HAYDE005 AUTUMN HAYDEN		5
24-00067	2023 CLOTHING ALLOWANCE	88.00		
85131	11/16/23	HAYMA005 RONALD HAYMAN		5
24-00079	2023 CLOTHING ALLOWANCE	100.00		
85132	11/16/23	HROBA005 MARK D HROBAR		5
24-00029	2023 CLOTHING ALLOWANCE	350.00		
85133	11/16/23	HUGHE005 BRADLEY T HUGHES		5
24-00070	2023 CLOTHING ALLOWANCE	350.00		
85134	11/16/23	JENKI005 CHARLES E JENKINS		5
24-00077	2023 CLOTHING ALLOWANCE	100.00		
85135	11/16/23	JENKI010 MARVIN JENKINS		5
24-00078	2023 CLOTHING ALLOWANCE	100.00		
85136	11/16/23	JOHNS030 RASHIDA JOHNSON		5
24-00080	2023 CLOTHING ALLOWANCE	25.00		
85137	11/16/23	KELLN010 JENNIFER M KELLNER		5
24-00040	2023 CLOTHING ALLOWANCE	350.00		
85138	11/16/23	LANGE005 NICHOLAS C LANGE		5
24-00055	2023 CLOTHING ALLOWANCE	350.00		
85139	11/16/23	LARRI005 GEORGE T LARRIMORE JR		5
24-00037	2023 CLOTHING ALLOWANCE	350.00		
85140	11/16/23	LEEJR005 GORDON F LEE JR		5
24-00039	2023 CLOTHING ALLOWANCE	350.00		
85141	11/16/23	LOWRE005 ALAN W LOWREY		5
24-00027	2023 CLOTHING ALLOWANCE	350.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
85142	11/16/23	MACKE005 BETTY A MACKERT		5
24-00076	2023 CLOTHING ALLOWANCE	75.00		
85143	11/16/23	MERRI010 JOSHUA D MERRICK		5
24-00043	2023 CLOTHING ALLOWANCE	350.00		
85144	11/16/23	MOYER005 MARY E MOYER		5
24-00033	2023 CLOTHING ALLOWANCE	350.00		
85145	11/16/23	MUELL005 CHRISTOPHER MUELLER		5
24-00068	2023 CLOTHING ALLOWANCE	175.00		
85146	11/16/23	OPTUM005 OPTUM BANK		5
24-00142	HSH w/H 11/9/23	963.64		
85147	11/16/23	ORELL005 MILTON ORELLANA		5
24-00071	2023 CLOTHING ALLOWANCE	350.00		
85148	11/16/23	ORRIS005 ALLEN K ORRISON		5
24-00041	2023 CLOTHING ALLOWANCE	350.00		
85149	11/16/23	PLUGG005 JESSICA H PLUGGE		5
24-00032	2023 CLOTHING ALLOWANCE	350.00		
85150	11/16/23	PROCT005 CORDERO M PROCTOR		5
24-00064	2023 CLOTHING ALLOWANCE	350.00		
85151	11/16/23	RAMEY005 DAVID W RAMEY		5
24-00050	2023 CLOTHING ALLOWANCE	350.00		
85152	11/16/23	READI005 DANIEL READING		5
24-00065	2023 CLOTHING ALLOWANCE	350.00		
85153	11/16/23	REELE005 MITCHELL K REELEY		5
24-00063	2023 CLOTHING ALLOWANCE	350.00		
85154	11/16/23	REIBL005 JUSTIN R REIBLY		5
24-00074	2023 CLOTHING ALLOWANCE	350.00		
85155	11/16/23	RINEH005 KAYLAN E RINEHIMER		5
24-00035	2023 CLOTHING ALLOWANCE	350.00		
85156	11/16/23	SALLY005 PATRICK M SALLY		5
24-00038	2023 CLOTHING ALLOWANCE	350.00		
85157	11/16/23	SCHIN005 JOSEPH M SCHINAULT		5
24-00044	2023 CLOTHING ALLOWANCE	350.00		
85158	11/16/23	SCHIN010 MARK A SCHINAULT		5
24-00057	2023 CLOTHING ALLOWANCE	350.00		
85159	11/16/23	SCHUC005 CORY S SCHUCH		5
24-00062	2023 CLOTHING ALLOWANCE	350.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
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85160	11/16/23	SOVAN005 NORMAN F SOVA		5
24-00075	2023 CLOTHING ALLOWANCE	350.00		
85161	11/16/23	SPENC005 KAY H SPENCE		5
24-00030	2023 CLOTHING ALLOWANCE	350.00		
85162	11/16/23	STICH005 DOROTHY A STICHBERRY		5
24-00034	2023 CLOTHING ALLOWANCE	350.00		
85163	11/16/23	THOMA010 RENTHIA P THOMAS		5
24-00036	2023 CLOTHING ALLOWANCE	350.00		
85164	11/16/23	VANDE005 CATELIN H VANDERLINDEN		5
24-00054	2023 CLOTHING ALLOWANCE	350.00		
85165	11/16/23	WESTE005 CHRISTOPHER D WESTERFIELD		5
24-00073	2023 CLOTHING ALLOWANCE	350.00		
85166	11/16/23	WOODA005 COLIN WOODARD		5
24-00066	2023 CLOTHING ALLOWANCE	350.00		
85167	11/16/23	WRIGH005 GREGORY S WRIGHT		5
24-00028	2023 CLOTHING ALLOWANCE	350.00		
85168	11/21/23	A1SAN005 A-1 SANITATION SERVICE		6
24-00144	PORTABLE TOILET RENTAL	115.00		
85169	11/21/23	ACMEA005 ACME AUTO LEASING LLC		6
24-00145	VEHICLE LEASES	1,881.00		
85170	11/21/23	AMAZO005 AMAZON CAPITAL SERVICES		6
24-00146	OFFICE SUPPLIES	303.12		
85171	11/21/23	APGME005 APG MEDIA OF CHESAPEAKE LLC		6
24-00147	ADVERTISING	3,220.01		
24-00148	ADVERTISING - POLICE DEPT	4,950.00		
		<u>8,170.01</u>		
85172	11/21/23	ATLAN010 ATLANTIC TRACTOR		6
24-00149	EQUIPMENT ACCESSORIES	820.24		
85173	11/21/23	BFMCI005 BFMC INC		6
24-00150	PARKING TICKETS - POLICE	557.15		
85174	11/21/23	CALBE005 C ALBERT MATTHEWS INC		6
24-00151	REMOVE OLD GENERATOR	760.00		
85175	11/21/23	CARRO010 CARROLL INDEPENDENT FUEL LLC		6
24-00152	10/1-15/23 FUEL PURCHASES	13,042.59		
85176	11/21/23	DATAP005 DATAPILOT INC		6
24-00153	POLICE SOFTWARE MAINT RENEWAL	1,095.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
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85177	11/21/23	DEANS005 DEAN'S JANITORIAL SERVICE INC		6
24-00154	MO. JANITORIAL SERVICES	1,830.00		
85178	11/21/23	DELA015 DELAWARE ELEVATOR SERVICE INC		6
24-00155	MO.ELEVATOR SVC	130.00		
85179	11/21/23	DPSCS005 DPSCS- - ITCD		6
24-00156	POLICE SERVICES	21.00		
85180	11/21/23	DYNAM010 DYNAMIC DIESEL LLC		6
24-00157	VEHICLE REPAIR T-38	973.00		
85181	11/21/23	EASTE020 EASTERN SHORE METALS LLC		6
24-00160	MISC STEEL	330.00		
85182	11/21/23	EASTE030 EASTERN SHORE AUTO PARTS	11/21/23 VOID	0
85183	11/21/23	EASTE030 EASTERN SHORE AUTO PARTS		6
24-00159	AUTO SUPPLIES	1,106.78		
85184	11/21/23	EAST0010 EASTON HARDWARE INC	11/21/23 VOID	0
85185	11/21/23	EAST0010 EASTON HARDWARE INC		6
24-00161	MISC HDWE ITEMS	827.41		
85186	11/21/23	EAST0020 EASTON UTILITIES		6
24-00162	INSTALL ELECTRIC SERVICE	2,068.00		
85187	11/21/23	FREDF005 FRED FREDERICK CHRYSLER EASTON		6
24-00163	AUTO SUPPLY	105.00		
85188	11/21/23	GRANT010 GRANT COUNTY MULCH		6
24-00164	MULCH	440.00		
85189	11/21/23	HEALT005 HEALTH ENHANCEMENT CENTER INC		6
24-00165	SERVICES - POLICE	141.00		
85190	11/21/23	HERTR025 HERTRICH OF EASTON INC		6
24-00166	VEHICLE PARTS/REPAIRS	1,082.29		
85191	11/21/23	HOPKI010 HOPKINS SALES CO INC		6
24-00183	BATHROOM SUPPLIES	182.25		
85192	11/21/23	HOPKI010 HOPKINS SALES CO INC		6
24-00184	KRAFT 36" 50 LB ROOL 700'	35.97		
85193	11/21/23	JOHNS035 NICHOLAS JOHNSON		6
24-00167	REIMB/SNACKS HDC MEETING	23.47		
85194	11/21/23	JONES005 JONES PEST CONTROL		6
24-00168	MONTHLY PEST SVCS	625.00		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
85195	11/21/23	KELLY005 KELLY BENEFITS		6
24-00169	DEC 2023 INSURANCE	297,771.76		
85196	11/21/23	KEYON005 KEY ONE INC		6
24-00170	KEY FOB BATTERIES	20.00		
85197	11/21/23	LEDNU005 TRACY LEDNUM PETTY CASH CUST.		6
24-00185	PETTY CASH	750.00		
85198	11/21/23	LEWIS010 ROBIN M LEWIS		6
24-00186	CATERING KEVIN HACKETTS RETIRE	1,430.00		
85199	11/21/23	LIVIN005 LIVINGSTON SEPTIC SERVICE INC		6
24-00171	STORM DRAIN SVCS	2,100.00		
85200	11/21/23	MARSH005 MARSHALL PROPERTY MANAGEMENT L		6
24-00172	GRASS MOWING SVCS	1,831.00		
85201	11/21/23	MARYL040 MARYLAND INDUSTRIAL TRUCKS INC		6
24-00173	MISC AUTO PARTS	478.61		
85202	11/21/23	MARYL045 MARYLAND POLICE & CORRECTIONAL		6
24-00174	TRAINING - POLICE	800.00		
85203	11/21/23	MIDAT005 MID-ATLANTIC WASTE SYSTEMS		6
24-00175	STREET SWEEPER PARATS	144.15		
85204	11/21/23	MONTG010 MONTGOMERY COLLEGE OFFICE		6
24-00176	REIMB/HONOR GUARD TRAINING	182.00		
85205	11/21/23	NEXTL005 NEXT LEVEL TRAINING LLC		6
24-00177	POLICE AMMO	848.00		
85206	11/21/23	OLDDO005 OLD DOMINION BRUSH		6
24-00178	PARTS FOR LEAF VAC	815.59		
85207	11/21/23	OPTUM005 OPTUM BANK		6
24-00179	HSA	963.64		
85208	11/21/23	PATCH005 PATCHETT'S FIRE PREVENTION SER		6
24-00180	FIRE EXT. SVCS/INSPECTIONS	2,590.04		
85209	11/21/23	PIERS005 PIERSON COMFORT GROUP LLC		6
24-00187	PORTA POTTY SERVICE	497.00		
85210	11/21/23	PROCT005 CORDERO M PROCTOR		6
24-00188	DRY CLEANING HONOR GUARD	52.25		
85211	11/21/23	REDYR005 REDYREF		6
24-00189	OCTOBER 2023 PROCESSING FEES	11.06		
85212	11/21/23	REPUB005 REPUBLIC SERVICES #426		6
24-00190	RECYCLING OCTOBER 2023	48,906.92		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
85213	11/21/23	ROBIN005 ROBIN'S NEST FLORAL & GARDEN C		6
24-00191	SYMPATHY FLOWERS R. THOMAS	95.00		
85214	11/21/23	SCHUS005 SCHUSTER CONCRETE READY MIX LL		6
24-00192	CONCRETE NE PARK COMPLEX	811.18		
85215	11/21/23	SHORE010 SHORE JANITORIAL SERVICES		6
24-00193	OCT 2023 JANITORIAL SERVICES	5,900.00		
85216	11/21/23	TALBO145 TALBOT COUNTY REPURPOSING CENT		6
24-00194	ASPHALT, CONCRETE, DIRT	860.00		
85217	11/21/23	TECHF005 TECHFORCE		6
24-00195	REMOVE/INSTALL VEHICLE LIGHTS	629.10		
85218	11/21/23	TIMEC005 TIME CLOCK PLUS LLC		6
24-00196	SCHEDULE ANYWHERE LICENSE	1,372.80		
85219	11/21/23	TRANS005 TRANS UNION LLC		6
24-00198	BASIC SERVICE	105.00		
85220	11/21/23	TRANS010 TRANSACT TECHNOLOGIES INC		6
24-00197	CASE-ITHACA IMPACT 1 PLY	101.34		
85221	11/21/23	TREET005 TREETOP PRODUCTS INC		6
24-00199	WASTE RECEPTACLE/BENCHES	4,932.00		
85222	11/21/23	UNIFI005 UNIFIRST CORPORATION		6
24-00200	UNIFORM CLEANING	419.28		
85223	11/21/23	UPPER005 UPPER SHORE CONSTRUCTION LLC		6
24-00201	RENOVATION AFFORDABLE HOUSING	9,300.00		
85224	11/21/23	VERIZ015 VERIZON		6
24-00202	FAX LINES	405.30		
85225	11/21/23	VERME005 VERMEER ALL ROADS		6
24-00203	BELTS	106.13		
85226	11/21/23	XEROX005 XEROX CORPORATION		6
24-00204	OCT 2023 PHOTOCOPIER USEAGE	917.56		
85227	11/28/23	SALIS005 SALISBURY INC		7
24-00266	RETIREMENT GIFT	287.50		
85228	11/29/23	AMAZO005 AMAZON CAPITAL SERVICES		8
24-00206	OFFICE SUPPLIES	988.89		
85229	11/29/23	DELLM005 DELL MARKETING L.P.		8
24-00207	COMPUTER	1,124.23		
85230	11/29/23	EARLE005 EARLE TEATS MUSIC		8
24-00265	RETIREMENT	993.75		

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
85231	11/29/23	EAST0020 EASTON UTILITIES		8
24-00208	UTILITIES INVOICE	2,218.58		
85232	11/29/23	FBILE005 FBI-LEEDA		8
24-00209	MEMBERSHIP/M HROBAR	50.00		
85233	11/29/23	GENER005 GENERAL RENTAL CENTER INC		8
24-00210	CONCRETE BUGGY RENTAL	322.41		
85234	11/29/23	GRAIN005 GRAINGER		8
24-00211	ELECTRIC STRIKES	2,017.80		
85235	11/29/23	HOME005 HOME PARAMOUNT PEST CONTROL		8
24-00213	MONTHLY PEST CONTROL	140.00		
85236	11/29/23	HORNE010 JOHN HORNER		8
24-00212	REIMB. UNIFORM PANTS	173.99		
85237	11/29/23	KELLN010 JENNIFER M KELLNER		8
24-00214	REIMB. MEALS/TRAINING	561.62		
85238	11/29/23	KEYON005 KEY ONE INC		8
24-00215	KEYS & MISC	84.00		
85239	11/29/23	LOCAL005 LOCAL GOVT INSURANCE TRUST		8
24-00216	ADD PUBLIC WKS VEHICLE	509.00		
85240	11/29/23	MARYL035 MARYLAND CHIEFS OF POLICE ASSO		8
24-00217	MEMBERSHIP G WRIGHT	150.00		
85241	11/29/23	MDPOL005 MD POLICE SUPPLY LLC		8
24-00218	SUPPLIES/EASTON POLICE	35.74		
85242	11/29/23	MIDAT020 MIDATLANTIC TIRE PROS		8
24-00219	TIRE REPAIRS/EASTON POLICE	511.99		
85243	11/29/23	NEWCO005 NEWCOMB, TREVOR B		8
24-00220	REIMB. ADA DOOR/SITE VISIT	195.00		
85244	11/29/23	OPTUM005 OPTUM BANK		8
24-00260	HSA CONTRIBUTIONS	963.64		
85245	11/29/23	RELIA010 RELIABLE CONCRETE SERVICES LLC		8
24-00221	CONCRETE CONSTR. SVCS	16,535.25		
85246	11/29/23	TALBO040 TALBOT COUNTY HISTORICAL SOCIE		8
24-00222	FOR NEW PRINTS/COUNCIL RM	140.00		
85247	11/29/23	TREET005 TREETOP PRODUCTS INC		8
24-00267	BALANCE DUE	0.20		
85248	11/29/23	UNIFI005 UNIFIRST CORPORATION		8
24-00223	PUBLIC WORKS UNIFORMS	428.60		

Check #	Check Date	Vendor	Reconciled/Void		Ref Num
PO #	Description		Amount Paid		Contract
85248 UNIFIRST CORPORATION					
Continued					
Report Totals		Paid	Void	Amount Paid	Amount Void
Checks:		235	10	919,268.05	0.00
Direct Deposit:		0	0	0.00	0.00
Total:		235	10	919,268.05	0.00

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	4-001	455,356.74	0.00	373,023.49	828,380.23
COMMUNITY DEVELOPMENT BLOCK GRANT	4-120	9,300.00	0.00	9,050.00	18,350.00
CAPITAL EQUIPMENT FUND	4-390	69,098.38	0.00	0.00	69,098.38
LAND ENTERPRISE	4-601	2,955.00	0.00	484.44	3,439.44
Total of All Funds:		536,710.12	0.00	382,557.93	919,268.05

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	455,356.74	0.00	373,023.49	828,380.23
COMMUNITY DEVELOPMENT BLOCK GRANT	120	9,300.00	0.00	9,050.00	18,350.00
CAPITAL EQUIPMENT FUND	390	69,098.38	0.00	0.00	69,098.38
LAND ENTERPRISE	601	2,955.00	0.00	484.44	3,439.44
Total of All Funds:		536,710.12	0.00	382,557.93	919,268.05

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	4-001	455,356.74	0.00	0.00	0.00	455,356.74
COMMUNITY DEVELOPMENT BLOCK GRANT	4-120	9,300.00	0.00	0.00	0.00	9,300.00
CAPITAL EQUIPMENT FUND	4-390	69,098.38	0.00	0.00	0.00	69,098.38
LAND ENTERPRISE	4-601	2,955.00	0.00	0.00	0.00	2,955.00
Total of All Funds:		536,710.12	0.00	0.00	0.00	536,710.12