



Town Council AGENDA

Monday, December 18, 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 Curry.

Approval of Minutes.

Minutes of the December 4, 2023 meeting.

Municipal Official Items.

Items by Mayor Cook.

Board of Zoning Appeals Appointment.

Confirmation of the election of Chief Morris E. Jones, Jr. to the office of Chief for Easton Volunteer Fire Department, Inc. for 2024.

Mayor Cook to introduce Holly DeKarske, EEDC Executive Director for presentation of the 2023 Christmas Parade Winners.

Presentation of Proclamation to Carolyn Jaffe/First Night Talbot in honor of their 30th year.

Items by Town Manager

Items by Town Attorney.

Public Hearings.

5:40 p.m. PUBLIC HEARING TO DISCUSS Ordinance No. 805, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THEIR TOWN BUDGET FOR FISCAL YEAR 2024 FOR OPERATING AND CAPITAL EXPENDITURES FOR THE FIRE DEPARTMENT."

5:45 p.m. PUBLIC HEARING TO DISCUSS THE REQUEST OF BRENDAN MULLANEY (the applicant) ON BEHALF OF MALLARD CONSTRUCTION GROUP INC., AND ELLIOTT ROAD, LLC, (the owner) FOR A PROPOSED AMENDMENT TO A PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 8286 ELLIOTT ROAD."

CONT'D. PUBLIC HEARING 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."

Legislation.

Amended Ord. No. 802, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 5 OF THE EASTON TOWN CODE REGARDING BICYCLES AND SIMILAR DEVICES."

Public Participation/Comments.

Items by Members of the Council:

CLOSED SESSION: General Provisions Article § 3-305(b)(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals.

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 *MSMC*

SUBJECT: Board of Zoning Appeals Appointment

DATE: December 18, 2023

I am asking for confirmation of Mr. Paul Weber to the Board of Appeals. I have attached his Volunteer Interest Form for your consideration. His appointment will fill the Board of Appeals position for the remainder of a three-year term which will expire December 31, 2024.

Your consideration for the above appointment 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 Weber First Name Paul MI D.

Residence Address (Street) 514 South Aurora St.

(Town) Easton (County) Talbot (State) MD

(Zip Code) 21601

How Long at this Residence? 12 years

Home Telephone Number (410) 924-9217

Occupation Retired

Employer Name _____

Employer Address _____

Work Telephone Number (____) _____

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 have completed two terms on the Planning and Zoning Commission and believe that my knowledge of planning issues will be helpful in understanding and adjudicating related appeals. I also have an interest in continuing to serve as a volunteer for the Town of Easton as part of my civic duty.

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

I have a keen interest in planning and zoning issues as well as affordable housing.

Paul D. Weber
Applicant Signature

12/11/2023
Date

Easton Volunteer Fire Department, Inc.

315 LEONARD RIECK DRIVE
EASTON, MD 21601

SINCE 1808
"Service For Others"

TELEPHONE
(410) 822-4848

12 December 2023

Mayor Megan Cook
Mayor and Council Office
P.O. Box 520
Easton, MD. 21601

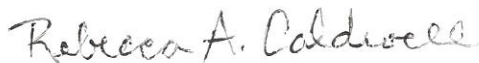
Dear Mayor Cook:

The officers and members of the Easton Volunteer Fire Department, Inc. wish to inform you that on December 4, 2023, at a regular meeting of the department, the membership did elect Morris E. Jones, Jr. to the office of Chief for 2024 via unanimous ballot.

Sonny, as he is known to us, has been a member in good standing with this department since 2001. He has worked his way up through the ranks of the fire line officers and administrative officers and has served in the office of chief previously.

We therefore wish to submit the name of Morris E. Jones, Jr. to the Fire Board and Town Council. We are very proud to inform you and the Council of our decision and look forward to working with all of you in the upcoming year.

Sincerely,



Rebecca A. Caldwell
Secretary
Easton Volunteer Fire Department, Inc.



594



1 of 9,655

Mail



Holly DeKarske

4:04 PM (1 minute ago)

to ronriz, Pat, allbrite21, cassiegraczyk83, carrie, jonathanstephens506, nbridges, Kimberly, Deborah, Della, wjones, Matthew, christopher, allamericanmarinerepair, ilankforc

Chat

Good afternoon, Easton Holiday Parade Participants!

Spaces

Thank you to everyone who participated this year, we had fantastic attendance in town, and everyone worked so hard to create magical floats and performances to bring cheer to the community! I know it is a lot of work and we truly appreciate all of your efforts.

Everyone is very eager to find out the winners of the 2023 parade, so let's get to it:

Best Commercial Entry: Midshore Veterinary Services

Best Nonprofit Entry: Easton Utilities

Best Marching Band: Easton Middle School Band

Meet

Please checkout tomorrow's (Wednesday) Star Dem for a write up on the winners. Trophies will be presented to the winners at the next Town Council meeting on Mon 18th. Council begins at 5:30pm and is located in Council Chambers on the 2nd floor of Town Hall (14 S Harrison St). You may attend with any and all representatives group that you wish to bring along.

Congratulations to all of our winners!!

Town of Easton

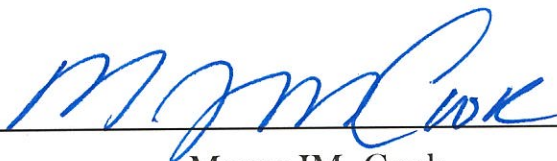
MARYLAND



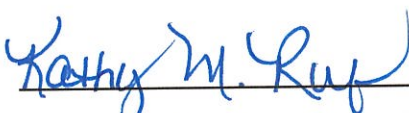
Proclamation

- WHEREAS,** First Night Talbot will celebrate its 30th Anniversary of Family Friendly New Year's Eve Festivities in Easton, Maryland; and
- WHEREAS,** First Night Talbot will present its 30th annual celebration of the arts by welcoming in the New Year in historic Easton following the traditions of the inaugural First Night event that began in Boston in 1976; and
- WHEREAS,** in recognition of the value of healthy family alternatives to traditionally alcohol-related events, First Night Talbot is alcohol and drug free and the only First Night celebration in the State of Maryland; and
- WHEREAS,** Carolyn Jaffe has for many years contributed to the wellbeing and welfare of fellow citizens by giving tirelessly of her time and energy without desire for recognition, remuneration or personal gain; and
- WHEREAS,** the Mayor and Council proclaims this Certificate of Achievement to Carolyn Jaffe for her immeasurable contribution to our community and urges all citizens to place special emphasis on the importance of this observance and to express support for this essential and worthy celebration.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Easton, Maryland to be affixed this eighteenth day of December in the year of our Lord two thousand twenty-three.


Megan JM Cook
Mayor

Attest:


Kathy M. Ruf, Town Clerk

Seal:



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

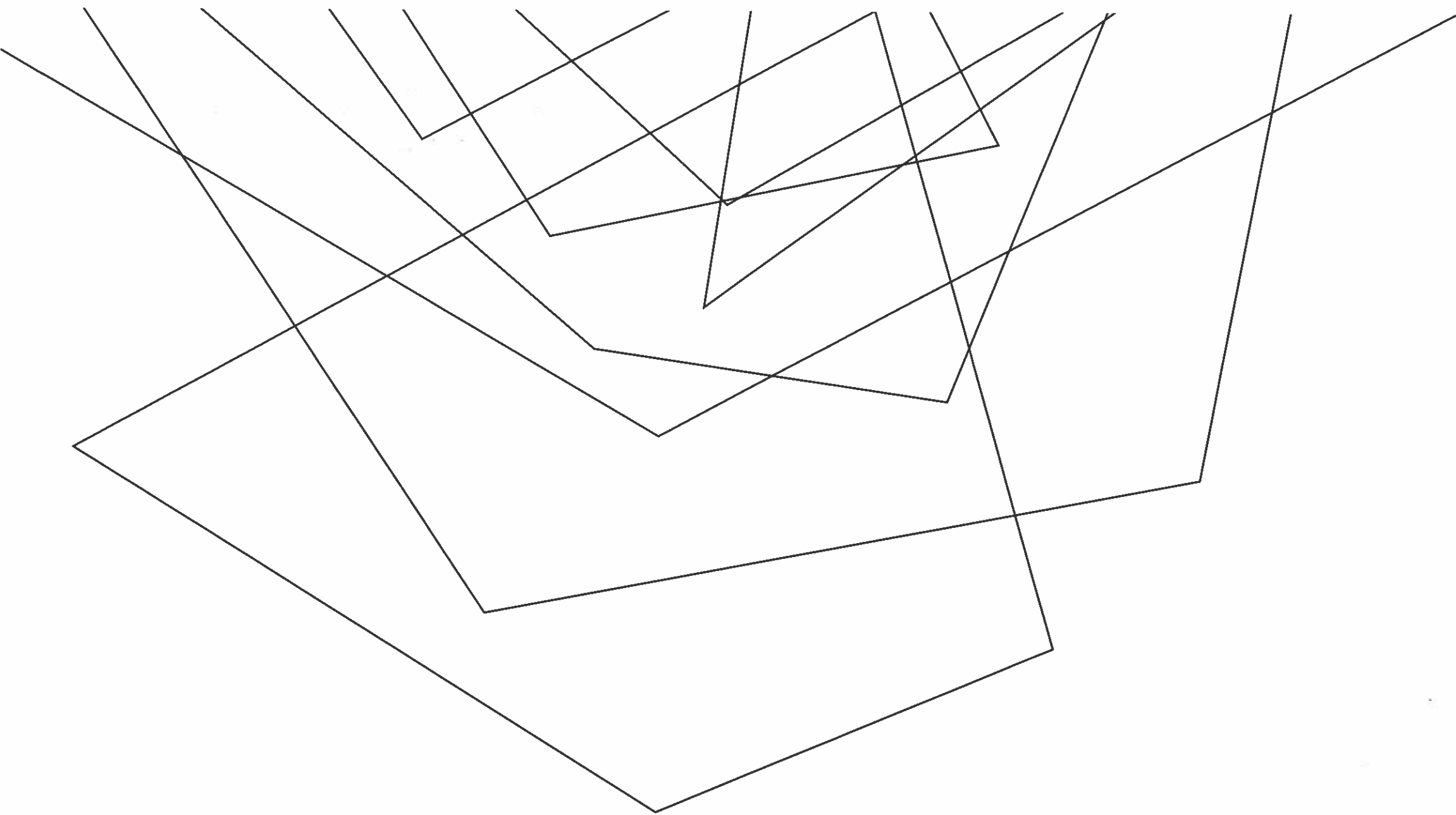
ECONOMIC DEVELOPMENT

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.



EASTON APARTMENTS

Building & Rendering Updates

APPROVED 3-STORY FRONT ELEVATION



PROPOSED 4-STORY FRONT ELEVATION



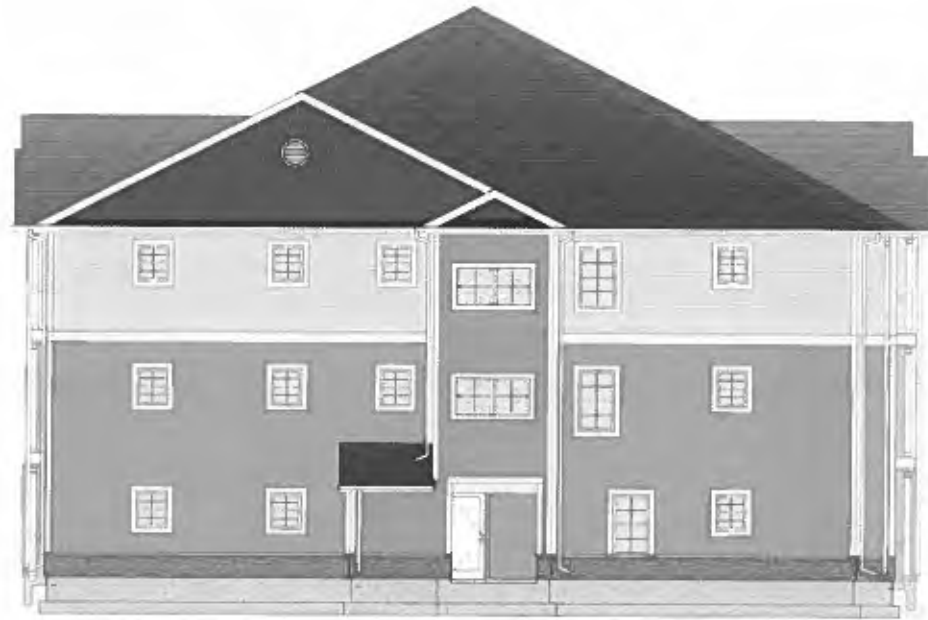
APPROVED 3-STORY REAR ELEVATION



PROPOSED 4-STORY REAR ELEVATION



APPROVED 3-STORY ELEVATIONS (LEFT & RIGHT)



Left Elevation



Right Elevation

PROPOSED 4-STORY ELEVATIONS (LEFT & RIGHT)



Left Elevation



Right Elevation

BUILDING INFO

3- Story Building Info

- 46'-8" building height from grade to top roof peak
- 30 units
 - (12) 1 bed units
 - (12) 2 bed units
 - (6) 3 bed units

4 Story Building Info

- 49'-3" building height from grade to top roof peak
- 38 units
 - (16) 1 bed units
 - (16) 2 bed units
 - (6) 3 bed units

- Building Materials & colors
 - Vinyl shake (located in gables):
 - CertainTeed 5" clapboard: Flagstone Blue
 - Vertical Siding (located at 3rd & 4th level):
 - CertainTeed Board & Batten: Sterling Gray
 - Horizontal Siding (located at all levels):
 - CertainTeed 5" clapboard: Granite Gray & Sterling Gray
 - Roofing
 - Asphalt Shingle Main roof: Oxford Gray
 - Black, Standing Seam metal roof gable return

UPDATED SITE RENDERING

May 2023

Proposed
4 Story
Buildings



3 Story
Buildings



4 Story Building-
Front Elevation
Rendering

3 Story Building Prototype- Side and Rear Elevation Actual Building on Kent Island



3 Story Building Prototype- Rear Elevation Actual Building on Kent Island



MALLARD

CONSTRUCTION

Elliott road apartment Traffic Memo:

Below is the summary of the traffic trips generated by the Elliott Road Apartment project as calculated by Traffic Concepts, Inc. for the approved 120 apartment units and the proposed 136 apartment units.

(A.) represents the existing condition trips counted for each specific intersection. Included in these numbers are the background trips for the following projects: Brant Court, DR Horton, and Choptank Transport.

(B.) represents the trips that would be generated by the approved 120-unit project, as they relate to the Existing Conditions

(C.) represents the trips that would be generated by the proposed 136-unit apartment project as they relate to the Existing Conditions.

In both instances, whether the project consists of 120 units, or 136 units, the LOS for the intersections do not change, and remains the same as the Existing Conditions.

A. EXISTING CONDITION	AM	LOS	PM	LOS
US 50 @MD 328	1001	B	1096	B
US 50 @ MD 331	1034	B	1172	C
MD 328 @ ELLIOTT ROAD	876	A	889	A
MD 331 @ ELLIOTT ROAD	1152	C	1064	B

B. TRIPS GENERATED (120 UNITS)	AM	LOS	PM	LOS
US 50 @MD 328	1005	B	1107	B
US 50 @ MD 331	1042	B	1206	C
MD 328 @ ELLIOTT ROAD	886	A	902	A
MD 331 @ ELLIOTT ROAD	1170	C	1088	B

C. TRIPS GENERATED (136 UNITS)	AM	LOS	PM	LOS
US 50 @MD 328	1006	B	1108	B
US 50 @ MD 331	1044	B	1206	C
MD 328 @ ELLIOTT ROAD	889	A	901	A
MD 331 @ ELLIOTT ROAD	1173	C	1088	B

Below are the actual number of AM and PM trips generated for both the approved 120-unit and the proposed 136-unit project. In both cases, these are the increase trips generated are over the Existing conditions.

120 APARTMENT UNITS		AM		PM	
(approved)		<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
		11	30	32	21
136 APARTMENT UNITS		AM		PM	
(Proposed)		<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
		11	37	33	21



MCALLISTER
DETAR
SHOWALTER
& WALKER

Brendan S. Mullaney
bmullaney@mdswlaw.com
(410) 820-0250 (Direct)

August 1, 2023

To: Easton Town Council
From: McAllister, DeTar, Showalter, & Walker, LLC on behalf of Mallard Construction Group, Inc. and Elliott Road, LLC (Developer and Property Owner)

Re: PUD Application on lands of Elliott Road, LLC (the "Project")

Dear Council Members:

McAllister, DeTar, Showalter & Walker LLC submits this memorandum on behalf of Mallard Construction Group, Inc. and Elliott Road, LLC (collectively, "Applicant") along with various plans, renderings, and information related to the approved 120-unit multifamily residential development on the corner of Elliott Road and Matthewstown Road. The Applicant is proposing an amendment to add an additional sixteen (16) units to the project resulting in a total of 136 multifamily apartment units. The Applicant submitted a Planned Unit Development ("PUD") application in 2021 which was subsequently approved by the Town Council through Ordinance No. 778 on March 7, 2022. While the application was pending and in the review process with the Town, the Town adopted revisions to the Code that changed, among other things, parking requirements applicable to multifamily housing. Due to these changes, the Project can now comfortably support 136 units on the Property. The following comprises a narrative summary of the Project and its compliance with Article 8 of the Town of Easton Zoning Ordinance.

Background

The subject property is designated Parcel 2866, Lot 9 on Talbot County Tax Map 109 (the "Property") and contains 6.840 acres of land. The Property is owned by Elliott Road, LLC. The Project has already received approval for 120 units pursuant to Ordinance No. 778 and has been deemed to satisfy the criteria applicable to the use and PUD requirements. The Property lies within the Town of Easton and is zoned Commercial General (CG).

The current use of the Property is agricultural, with direct frontage on Matthewstown Road and Elliott Road, a Town-owned street. The site is adjacent to commercial activities to the north, south and west and existing single-family residential development to the east and a townhome development to the north.

The Town of Easton currently faces a severe shortage of affordable housing and has undertaken multiple initiatives to bring developers to the area to build houses and projects that will address the needs of the community. Mallard Construction is a Maryland developer located on the Eastern



Shore who develops, owns, and manages multifamily properties. Their attention to amenities and the unique needs of each community that they serve is paramount. For instance, recognizing the need for police officers to find affordable, comfortable housing, Mallard Construction Group offers discounted rents for both local and State active police officers who live in their communities. The Project will provide one, two, and three-bedroom apartment units for workforce housing that will serve the Town and surrounding area. Twenty Four (24) of the units already approved meet the affordability requirement of Section 28-701.G.8 of the Code. Likewise, four of the additional sixteen (16) units will meet the affordability requirement.

The Easton Planning Commission reviewed the Project at its November 18, 2021 meeting and unanimously recommended approval of the proposed PUD application. It was subsequently approved by the Town Council on March 7, 2022.

Development Proposal

As shown on the enclosed Site Exhibit, the Applicant proposes to improve the Property with two 3-story apartment buildings and two 4-story apartment buildings with a total of 136 residential units and associated development infrastructure (the "Project"). Since approval of the Project, sidewalks have been installed along the eastern side of Elliott Road to provide pedestrian access from residential developments in the area to retail businesses to the south. The Applicant is, as part of the initial approval, obligated to reimburse the Town for costs related to the sidewalk. Amenities on the Property will include a community clubhouse, pickle ball courts, pet exercise area, playground area, and significant open space, including a large passive field for resident use on the southern portion of the Property. The Project initially contemplated a pool adjacent to the amenities building and leasing office but in response to market research and new input from residents and industry professionals, Applicant is proposing to replace the pool with pickleball courts and a pet exercise area as now depicted by the site plan submitted with this narrative.

The three-story buildings will include twelve (12) one-bedroom units, twelve (12) two-bedroom units, and six (6) three-bedroom units. The four-story buildings will include sixteen (1) one-bedroom units, sixteen (16) two-bedroom units, and six (6) three-bedroom units.

Buffer plantings will be installed to help screen the buildings from street but to also allow for privacy for the residents. These landscape buffers will also be utilized to satisfy the Town's Forest Conservation Requirements as permitted pursuant to Article X of the Zoning Code.

Stormwater management for the site will comply with ESD and quantity control requirements and stormwater management mechanisms will mimic landscaping beds that will add to the attractive character of the community.

Applicant proposes an additional sixteen (16) residential units on the 6.840 acres, resulting in approximately 19.88 dwelling units per acre. Section 28-801(G) states that "The Town Council may consider projects with a density of up to 25% more than the maximum stated in [Article VII]



upon a finding that such increased density is in keeping with the existing or intended character of the neighborhood (as expressed in the Comprehensive Plan or, if applicable, any adopted Small Area Plans) and that any potential detrimental impacts from such increased density are ameliorated to the satisfaction of the Council. . . .”

The Applicant is proposing to exceed the permitted sixteen (16) units per acre by 3.88 units per acre, which is under the maximum permitted by the Code. The building design has been utilized by the Applicant in another location in Maryland and the ability to construct the buildings as proposed allows for lower construction and design costs and therefore lower rent values for the Project. A very modest increase in the dwelling density permitted also allows for development of more attractive and affordable housing units within the Town of Easton, providing a much-needed resource in the community.

Strict application of the sixteen (16) unit threshold would place an undue burden on the Applicant. The only conceivable adverse impact that may result from the 3.88 unit per acre difference would be an increase in traffic but as the Traffic Impact Study (“TIS”) submitted with this narrative explains, the additional sixteen (16) units do not adversely impact traffic in the area. The Project proposes open space in excess of what is required and will provide amenities to residents of the community, such as a common room, playground, and pickleball courts, that ameliorate impacts that could otherwise result from the allowance of an additional 3.88 units per acre.

The density proposed allows for consistency with the building design, proposing two thirty-unit 3-story buildings and two thirty-six-unit 4-story buildings onsite. The four-story buildings were purposefully chosen to be the two buildings set back furthest from Matthewstown Road and Elliott Road. Higher density is encouraged with infill development to reduce demand outside of Town limits and to help eliminate sprawl. This request meets several Comprehensive Plan goals and objectives and addresses a critical housing issue within the Town.

PUD Development Standard Compliance Summary

In accordance with Section 28-701(G). Development Standards (1) through (8), the Project complies with the following requirements:

(1) The area proposed for a planned unit development shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of the property included in the development plan.

The Property is owned by a single entity and the owner will appear at necessary hearings in this matter.

(2) The site shall be of a configuration suitable for the development proposed.

The site includes 6.840 acres and has direct access onto Elliott Road. The planned layout and site design proposed provide for a functional and well-designed residential community. The



configuration proposed restricts parking to the interior of the Property and provides for attractive and well-landscaped residential buildings.

(3) Public water and sewerage shall be available, although it may be made available in conjunction with the development of the PUD.

Adequate water and sewer services to serve the proposed Project exist and are adjacent to the Property. The Applicant will provide the utility extensions that are necessary to connect the Project to Town services and will work with Easton Utilities to ensure that all permits and approvals are granted.

(4) The site shall be located adjacent to adequate transportation facilities capable of serving existing traffic and that expected to be generated by the proposed development. Private roads may only be approved in commercial and multifamily projects or portions of projects. Such roads shall be internal to the development. Private roads shall comply with any standards developed and adopted for such roads by the Town Council. The Town shall bear no responsibility for construction or maintenance of private roads. Development on private roads may not be entitled to all Town Services.

The Project will have a single access from Elliott Road, a Town owned street. A Traffic Impact Study ("TIS") was conducted by Traffic Concepts, Inc. in September 2021 and revised in March, 2023, which is included with the submittal of this Application. The TIS demonstrates that all intersections of interest near the Project will continue to operate at a Level of Service (LOS) of "C" after the Project is completed. The Maryland State Highway Administration ("SHA") guidelines recommend that all intersections need to operate at a LOS of "D" or better. The TIS incorporates all existing traffic flows, has utilized actual traffic count data in the area, and has incorporated traffic impacts from proposed or developing projects in the area. The existing roads and traffic signaling in the area are adequate to serve the Project and its residents and development of the Project will not place an undue burden on public roadways. The internal driving and parking surfaces serving the Project comply with applicable Town standards. Additionally, since approval of Ordinance No. 778 SHA has undertaken efforts to analyze Matthewstown Road to address Town and Council concerns about traffic queuing. The additional sixteen (16) units have a negligible impact on the traffic impacts of the Project.

(5) The owners or developers must indicate that they plan to begin construction of the development within two (2) years after final approval. If there is no action on the part of the applicant at any point in the process for a period of two (2) years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and granted by the Planning and Zoning Commission. For projects constructed in parts of phases, the PUD approval applicable to any portion not improved in accordance with said PUD approval, shall expire if no development activity occurs for a period of five years.

The Applicant intends to commence construction within two (2) years of final approval. Applicant is requesting that the Council, in light of the time incurred in proposing this minor amendment

and receiving site plan approval, confirm that the two (2) year construction period commence upon approval of this amendment.

(6) The setback, lot size, lot coverage, height, minimum frontage, minimum open space, and yard requirements shall be established for each individual project by the Town Council in the ordinance granting the application. The Planning Commission shall make recommendations to the Town Council with regard to these requirements. The Town recognizes that it is necessary and encourages such uniquely established standards.

The minimum bulk requirements for the Project will remain consistent with the established standards for the Town's CG zoning district and the supplemental standards for multifamily buildings as identified in zoning code Section 28-1007.1.14. The proposed four-story buildings are 49'-3" at their highest point and the three-story buildings already approved are 46'-8". The Project will remain under the 50' maximum height prescribed in the CG zoning district. No additional relief is requested.

(7) Off-street parking shall be provided for each individual use in the planned unit development in accordance with the requirements of Section 1001. Mixed-use PUD's that integrate coordinated pedestrian and bicycle circulation systems throughout the development, shall be permitted to reduce the required off-street parking by 20% of the required standard without the need for a parking variance, waiver, or deferral.

Off street parking within the Project will comply with Town standards. The Town code requires a minimum of one parking space per unit (136 spaces) and a maximum of two parking spaces per unit (272 spaces). The Project proposes 178 spaces, which is well above the minimum parking requirement for the multifamily community. The parking lot is designed to accommodate emergency vehicles, trash, school buses, and delivery trucks.

(8) No more than 50% of the off-street parking area for the entire property of a major retail or shopping center use, shall be located between the front façade of the principal building(s) and the primary abutting street.

Not Applicable.

Standard		Project Compliance
	PUD - General	
Minimum Size*	5 acres	The Property is 6.840 acres.
Maximum Size	N/A	
Maximum Residential Density (per gross residential acre)**	16 du/acre****	
Minimum Open Space Requirement****	30% of total gross area shall be developed as recreational	

	areas or designated for common use of the residence of the PUD	
Applicability	Lands not qualifying as Infill or Redevelopment	

* Smaller Sites may be permitted when it is found that proposed PUD is Compatible with existing development in the area and does not disrupt the orderly expansion of the transportation system of the Town.

N/A.

** The Town Council may consider projects with a density of up to 25% more than the maximum stated in this table upon a finding that such increased density is in keeping with the existing or intended character of the neighborhood (as expressed in the Comprehensive Plan or, if applicable, any adopted Small Area Plans) and that any potential detrimental impacts from such increased density are ameliorated to the satisfaction of the Council. Additionally, if residential use is part of a vertically-mixed use project (i.e., non-residential uses are present on the ground floor with residential units on non-ground floors), there shall be no limit on the residential density.

As explained above, Applicant is requesting approval of the PUD allowing a density of 19.88 dwelling units per acre. The 3.88 dwelling units per acre over the otherwise-prescribed 16 dwelling units per acre will not result in any detriment to neighboring properties or nearby traffic patterns and public right of ways. The Council has already approved the Project to exceed the 16 unit specification by 1.54 units per acre and the request now before the Council is minor in nature. The Property is situated between commercial uses and lower-density residential uses and forest to the east and northeast and is perfectly suited for higher-density development to create a tiered development scheme moving further from the heart of Easton and Route 50. Approval of the requested density is consistent with the goals of the Comprehensive Plan and results in provision of housing that the Town of Easton is seeking for its current and future residents.

*** The Town Council may consider projects with less than the minimum open space required as specified in the Table, upon a finding that unique circumstances or conditions exist which warrant such a reduction and further provide that the applicant addresses the open space requirements in another acceptable means.

Applicant has designed the Project to provide significant open space and meaningful in-site improvements to residents. A minimum of 2.052 acres of open space is required to meet the 30% open space requirement. The Project will provide 2.79 acres of open space (40.7%, not including incidental parking lot areas). The open space that is provided includes a large grass field that can be used for a multitude of passive outdoor activities and a playground for children in the community that is directly adjacent to the community clubhouse and pickle ball area.



**** In the PUD General sub district, for any residential units proposed in excess of the maximum residential density permitted in base residential zoning districts (3.5 du/ac), at least 25% must be devoted to affordable housing, or the developer may contribute a fee-in-lieu to an entity to be determined by the Town.

Applicant complies with this standard as defined by the Town Code and Easton Affordable Housing Board. At least twenty five percent (25%) of the units proposed in excess of the maximum residential density permitted in the base residential zoning district (3.5 du/acre) will be devoted to affordable housing.

Zoning Code Multifamily Standard Compliance Summary

In accordance with supplemental standards, Section 1007.1.14, the Project complies with the following requirements:

- a. Multi-family apartment complexes dwelling shall be constructed in accordance with an approved Site Plan prepared under the provisions of Section 28-901 of this Ordinance.
 - *The Planning Commission granted Sketch Plan approval at its November 18, 2021 meeting and final site plan approval for the 120-unit project has been granted by the Town. The Project complies with the requirements of the Ordinance.*
- b. At least twenty-five (25%) percent of the gross development area shall be reserved as common open space, except for projects developed in the CBD Zoning District, in which case this standard shall not apply.
 - *PUD provisions require at least thirty percent (30%) open space. The Project is providing 40.7% open space on the Property.*
- c. The setback requirements for multi-family apartment complexes shall be determined by the development standards for the zoning district in which the project is located except as hereby modified.
 - iii. When more than one (1) apartment building is constructed, all buildings shall collectively adhere to the front setback requirements of the district in which they are located, plus five (5) feet per story over two (2) stories, or portion thereof.
 - ii. When more than one (1) apartment building is built, no building shall be closer than twenty-five (25) feet from any other apartment building that is part of the complex.
 - iii. No Apartment structure shall be constructed at a distance of less than twenty (20) feet from any adjoining property lines; except for such structures constructed in the CBD district, wherein the development standard for that district shall apply.
 - *The Project complies with the setback requirements applicable to Multifamily development in the underlying zoning district.*
- d. When more than one apartment building is constructed, external walkaway shall be paved and lighted.
 - *External walkways will be paved and lighted.*

- e. In the event that swimming facilities are designed as part of the project, these facilities shall be enclosed by a fence not less than six (6) feet high.
 - *N/A. No swimming pool is proposed.*
- f. All areas not utilized for building or off-street parking shall be landscaped and maintained in accordance with Section 28-1014 of the Ordinance.
 - *As depicted by the Site Exhibit submitted with this application, all areas not proposed for building or parking will be landscaped and maintained in accordance with Section 28-1014 of the Ordinance.*
- g. All buildings within the multi-family apartment complex shall be of compatible architectural design.
 - *The four (4) proposed buildings are architecturally compatible and use the same materials and color schemes to ensure an aesthetically pleasing development. The clubhouse will utilize similar or identical materials and colors to ensure compatibility.*
- h. Architecture shall be compatible among the units within the development and harmonious with the existing architecture of the Town of Easton.
 - *The proposed architecture is consistent with projects and developments within the Town of Easton. The buildings use a staggered façade, provide unit balconies, and take advantage of a variety of colors and materials to ensure that the development is attractive both to the public at large and its residents.*
- i. Public water and sewage systems must be available to serve the project.
 - *Public water and sewer are available to serve the Project and the Applicant will work with Easton Utilities and the Town to ensure that all necessary permits and approvals are issued for the Project.*
- j. The maximum permitted density shall be as follows:
 - i. In R-7A – 8 dwelling units per acre.
 - ii. In R-10-A and R-10M Districts - 5 dwelling units per acre.
 - iii. In the CBD Zoning District – 30 dwelling units per acre.
 - iv. In the MXW – See Article 3 (Table 312 B) for density provisions.
 - *N/A*
- k. Side yard setback requirements for apartment buildings adjacent to a single family detached residence or vacant residential lot shall be fifty feet (50'). Parking setback is also fifty (50) feet.
 - *The Project exceeds the required fifty-foot (50') side yard setback requirement from single family residences or vacant residential lots.*
- l. Rear yard setback requirements for apartment building adjacent to a single-family residence or vacant residential lot shall be seventy-five (75) feet. The setback for parking areas is also seventy-five (75) feet.
 - *The Project complies with rear yard setback requirements.*



PUD PROJECT AMENDMENT – ELLIOTT ROAD APARTMENTS

August 1, 2023

This PUD multi-family housing amendment is consistent with many goals and visions of the Easton Comprehensive Plan (the “Plan”) including, but not limited to the following:

- This PUD implements several of the 12 State Planning Visions cited in SB 273/HB 294 and incorporated by reference in the Plan including at a minimum Visions 1, 3, 4, 5, 7.

This PUD provides moderate price point rental housing helping to fulfill the goal found on Page 43, Residential Land uses to create “... a seamless, interesting, Smart Growth inspired Easton; one Easton, not a collection of suburban residential enclaves.” In fact, the location of the Project addresses the tiered development approach contemplated by the Plan, with commercial uses to the west, the multifamily Project located as proposed, and townhome and single-family development to the north and east, moving further from Downtown Easton.

- Page 44, Benefits of Mixed Land Uses; PUD accomplishes, “Increase[d] housing options with addition of moderate price point rental housing for more diverse household types”, “Reduce[d] automobile dependence”, “Reduce a community’s carbon footprint by encouraging walking and biking as an alternative to automobile use”, and “Increase[d] the safety of the neighborhood by putting more eyes on the street”.
- Page 45, Under Land Use Goals and Objectives, the PUD implements Goal #5, “slow the demand for more land by increasing the density of future residential areas. At a minimum, “the Smart Growth Priority Funding Area net density of 3.5 units per acre should be achieved in these developments.” This PUD proposes wise use of undeveloped, infill lands inside the Town boundary.
- Page 51, Capacity for Development within Town Limits, this PUD fulfills the Plan goal to, “develop within town limits utilizing infill and renovation development techniques.”
- Page 140, Housing goals and Objectives; the PUD is consistent with at least two of the Plan goals, “To insure that housing in Easton is safe, sanitary, structurally sound and safeguards or upgrades neighborhood design; and, “To insure a more heterogeneous mix of price points in future residential projects”. This PUD offers moderate price point market rate housing suitable for the young and for seniors looking to live and provide critical population mass to Easton’s core.

Beyond the specific outlined above, this PUD is consistent with the Comprehensive Plan’s intent to promote infill development, renovation and redevelopment within Easton’s current town limits.

**Town of Easton**

Engineering, Planning and Zoning

14 South Harrison Street, Easton, MD 21601

Site Plan, PUD, Planned Healthcare Application**Application Type**Planned Unit Development ☐Amendment ☒Health Care (HC) ☐Site Plan ☐**Subdivision Information**

Name	N/A			
Original Property Size	Acres	N/A	Square Feet	N/A
Telephone No.	N/A	Email	N/A	

Site Plan Information

Property Size	Acres	6.84 AC	Square Feet	297,950 sf
Structure's Floor Area	See Plans	Structure's Square Feet	12,502 x 4 = 50,008	
Area of Disturbance	6.80 AC	Number of Dwelling Units	136	

Property Information

Address	Corner of Elliott Rd & MD RT 328 (Matthewstown Rd)			
Tax Map	109	Grid	-	Parcel 2866 Lot 9
Deed Reference:	Liber 3045	Folio	394	
Plat Reference:	Liber	Folio		
Base Zoning District	GC	Historic	Y ☐ N ☒	Planned Redevelopment Y ☐ N ☒
Source of Electricity	Easton Utilities			

Owner

Name	ELLIOTT ROAD LLC		
Mailing Address	116 S PINEY ROAD #208, CHESTER, MD 21619		
Telephone No.	401-820-0250	Email	jim@mallardconstruction.com

Applicant or Agent

Name	MDSW C/O Brendan Mullaney		
Mailing Address	100 N West ST, Easton, MD 21601		
Telephone No.	410-820-0250	Email	bmullaney@mdswlaw.com

Surveyor / Engineer

Name	Lane Engineering, LLC	License No.		Expiration Date	
Mailing Address	117 Bay Street, Easton, MD 21601				
Telephone No.	410-822-8003	Email	bewing@leinc.com		

Any modifications during review shall warrant an updated application.

I hereby certify that I have reviewed and satisfied the Town of Easton Development Standards and that submission of an incomplete application will be returned for correction prior to processing.

Signature of Applicant or Agent

Date

8.1.23

Printed Name of Applicant or Agent

Brendan Mullaney, Counsel

For Office Use Only

Planning Commission Required	Y ☐	N ☐
Planning Commission Meeting Date		
Sketch Approval Date		Project No.
Prelim/Dev. Approval Date		Application No.
Final Approval Date		Sketch Fee Paid
Recordation Date		Develop. Fee Paid

Revised 02-2019



MCALLISTER
DETAR
SHOWALTER
& WALKER

Brendan S. Mullaney
bmullaney@mdswlaw.com
(410) 820-0250 (Direct)

August 1, 2023

VIA HAND DELIVERY

Town of Easton Planning Commission
c/o Miguel Salinas, Director of Planning and Zoning
14 South Harrison Street
Easton, Maryland 21601

Re: PUD Amendment Submittal – Elliott Road, Mallard Construction Group, Inc. and Elliott Road, LLC (Owner Entity) 136-unit apartment complex with community clubhouse and amenities

Mr. Salinas:

On behalf of the property owner and developer of approximately 6.84 acres of vacant land located on Elliott Road, we enclose an updated, complete PUD amendment submittal package for the Planning Commission and Council to review. As explained herein, the applicant is proposing to construct sixteen (16) units in addition to the 120-unit multifamily development approved in Ordinance No. 778 and seeks PUD amendment approval from the Town Council. We hope the documents in this package and subsequent presentations will help confirm that this amendment is appropriate for this site, beneficial to the Town and, once completed, will enhance a great asset to the community. We include the following:

- PUD Amendment Application and \$8,000 submittal fee, with letter requesting fee reduction.
- Building Elevations and Floor Plans
- Traffic Impact Study conducted by Traffic Concepts, Inc in September 2021 and revised March, 2023.
- Memorandum describing PUD, Zoning standard compliance.
- Comprehensive Plan Consistency Summary narrative

The Applicant requests that in light of the detailed, lengthy, and recent review of this Project as approved for 120 units by all Town agencies, the Project be permitted to forego an ESDR meeting and be scheduled for the Planning Commission's next available agenda. Please contact me at 410.820.0250 to confirm the process and scheduling.

Sincerely,

Brendan S. Mullaney

TRAFFIC IMPACT STUDY

**Raughley Family Realty
Business Trust
Residential Development
Town of Easton, Maryland**

**September, 2021
Revised March, 2023**

**Prepared For:
Mallard Construction Group, Inc.**

**Prepared By:
TRAFFIC CONCEPTS, INC.
7525 Connelley Drive
Suite B
Hanover, Maryland 21076
Phone 410-760-2911**

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INTRODUCTION

Traffic Concepts, Inc. has conducted a traffic impact study for the Raughley Family Realty Business Trust to develop a multi-family residential apartment project. The proposed development includes four apartment buildings with a total of 136 apartments. The development will also include a clubhouse, a playground, and a pool.

The subject property is located within the town of Easton and is situated on the southeast quadrant of MD 328 and Elliott Road. As shown on the site plan, the property will be served by a single full-movement access to Elliott Road. The site and the proposed site access point are shown on Exhibit 1.

SCOPE OF WORK

The traffic study was conducted in accordance with the Maryland Department of Transportation State Highway Administration (MDOT SHA) *Traffic Impact Study Guidelines* and with the Town of Easton's Subdivision Regulations; Section 703 Street Design and Layout (e) Traffic Impact Study.

The key study intersections are listed below and were counted during the weekday morning (7:00 AM to 9:00 AM) and afternoon (4:00 PM to 6:00 PM) peak hours.

KEY INTERSECTIONS

- MD 328 (Matthewstown Road) @ Elliott Road
- US 50 @ MD 328 (Matthewstown Road)
- MD 331 (Dover Road) @ Elliott Road
- US 50 @ MD 331 (Dover Road)
- Elliott Road @ site access

INTERSECTION ANALYSIS METHODOLOGY

The signalized key intersections were analyzed with the Critical Lane Volume (CLV) method and the unsignalized intersections were analyzed with the Highway Capacity Manual (HCM) method. The intersection level of service standard is "D", as required by the MDOT SHA.

TRAFFIC IMPACT STUDY & TRIP GENERATION

An intersection level of service was conducted at all key intersections for each traffic condition described below.

Existing Condition: Determined with the current intersection turning movement counts and creates the baseline traffic condition for all proceeding analyses.

Background Condition: Includes traffic volumes resulting from a regional growth rate and or from any nearby development projects that are approved, but are not constructed or completed.

Future Condition: The planned traffic is generated with the *Institute of Transportation Engineers' Trip Generation Manual 11th Edition* or the most current edition.

Total Future Traffic = [Existing Traffic + Background Traffic (Growth in Existing Traffic + Approved Development Traffic) + Site Generated Traffic]



NOT TO SCALE

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 Hanover, Maryland 21076
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EXHIBIT 1
Site Location Map

EXISTING CONDITION

As stated, the existing traffic condition determined the baseline traffic conditions at the key intersections. The key intersections and the existing lane use configurations are shown on Exhibit 2. The detailed intersection configuration diagrams are provided in Appendix IV.

The peak one-hour intersection volumes are displayed on Exhibit 3. The complete peak hour intersection counts are provided in Appendix IV. The existing peak hour intersection level of service results are displayed below and details of the intersection calculations are included in Appendix I & II. The site access intersection was analyzed under the future build-out conditions.

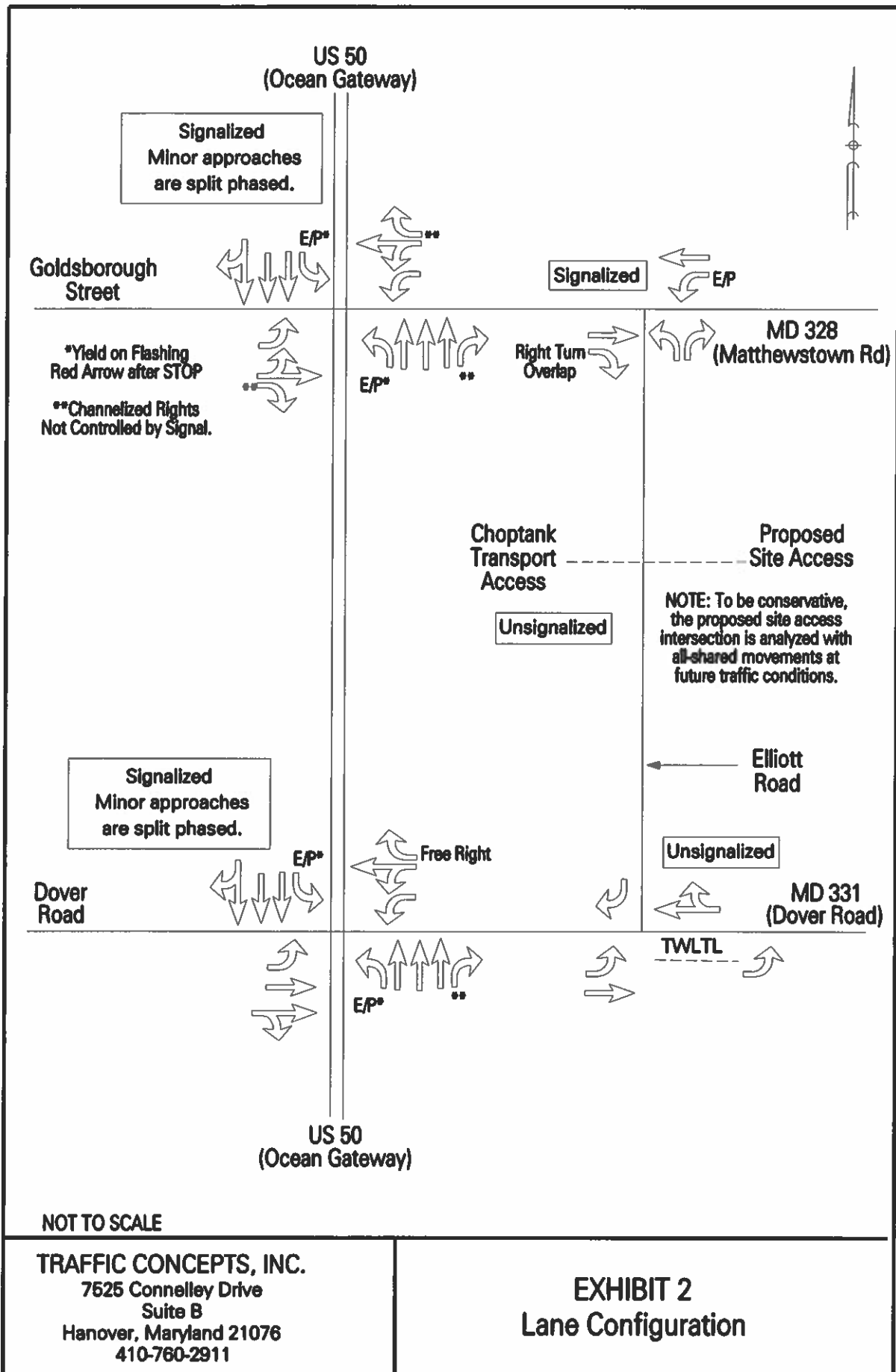
CRITICAL LANE ANALYSIS

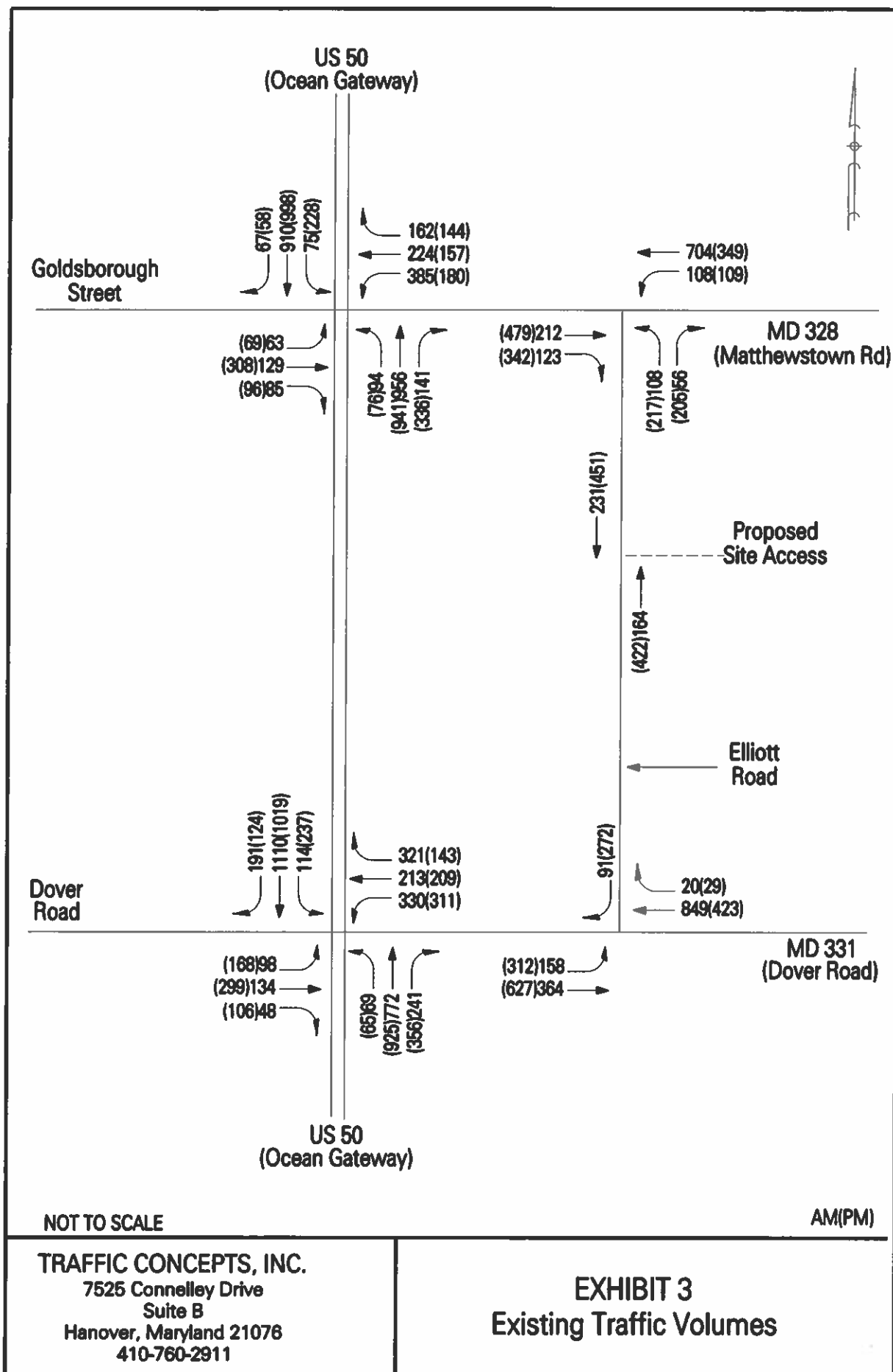
	AM <u>CLV(LOS)</u>	PM <u>CLV(LOS)</u>
US 50 @ MD 328	965(A)	1032(B)
US 50 @ MD 331	1015(B)	1142(B)
MD 328 @ Elliott Road	810(A)	805(A)
MD 331 @ Elliott Road	1118(B)	1036(B)

HCM ANALYSIS – UNSIGNALIZED INTERSECTION

MD 331 @ Elliott Road

	Control Delay <u>AM(PM)</u>	LOS <u>AM(PM)</u>	Delay By Approach <u>AM(PM)</u>	LOS By Approach <u>AM(PM)</u>
EB Left	11.4(9.9)	B(A)		
SB Right	20.7(17.1)	C(C)	20.7(17.1)	C(C)





BACKGROUND CONDITION

The background condition includes new peak hour trips generated by regional traffic increases that are represented by a growth rate and any nearby background developments.

Regional Growth Rate

In order to establish the recent traffic conditions within the study area, we examined MDOT SHA historical traffic data for the past three years (pre-Covid). The information provided below is be found on the Internet Traffic Monitoring System (I-TMS) web page. Based on this information, traffic volumes have remained stable over the last three years. Therefore, a growth rate was not applied to the existing traffic volumes.

AADT History County: TALBOT
MD 328 - .50 MI E OF US 50 - Location ID: B3821

Year	AADT	AAWDT
2019	10241	10861
2018	10240	10960
2017	10452	11182

AADT History County: TALBOT
US 50 - .50 MI E OF MD 331 – Location ID: B3812

Year	AADT	AAWDT
2019	38362	39902
2018	37901	39801
2017	38130	40040

Source: MDOT SHA I-TMS

BACKGROUND DEVELOPMENTS

The following background developments were identified as projects that could impact the key study intersections. The locations of these developments are shown on Exhibit 4. The peak hour trips listed below were determined with the ITE, Trip Generation Manual 10th Edition.

1. Brant Court Apartments, 29568 Brant Court, Easton MD - 96 Apt units				
Multifamily Housing (Mid-Rise)		AM		PM
LUC 221	<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
96 Apt Units	9	24	26	17

2. DR Horton (Lands of Gannon Family), 29659 Matthewstown Rd – 200 SFU
Single-Family Detached Housing

	AM		PM	
	<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
LUC 210	37	110	125	73
200 Units				

3. Choptank Transport (logistics office), 8338 Elliott Rd, 90 Employees
General Office

	AM		PM	
	<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
LUC 710	40	8	10	41
100 Employees				

The peak hour trip distribution and assignment patterns for each background development are provided in Appendix III. The combined background trips are shown on Exhibit 5.

In order to generate the total background traffic volumes (Exhibit 6), we added the existing traffic volumes (Exhibit 3) to the background development volumes (Exhibit 5). The background intersection analysis results are shown below and the detailed calculations are provided in Appendix I & II of this report.

CRITICAL LANE ANALYSIS

	AM <u>CLV(LOS)</u>	PM <u>CLV(LOS)</u>
US 50 @ MD 328	1001(B)	1096(B)
US 50 @ MD 331	1034(B)	1172(C)
MD 328 @ Elliott Road	876(A)	889(A)
MD 331 @ Elliott Road	1152(C)	1064(B)

HCM ANALYSIS – UNSIGNALIZED INTERSECTION

MD 331 @ Elliott Road

	Control Delay <u>AM(PM)</u>	LOS <u>AM(PM)</u>	Delay By Approach <u>AM(PM)</u>	LOS By Approach <u>AM(PM)</u>
EB Left	11.7(10.0)	B(A)		
SB Right	21.4(18.1)	C(C)	21.4(18.1)	C(C)

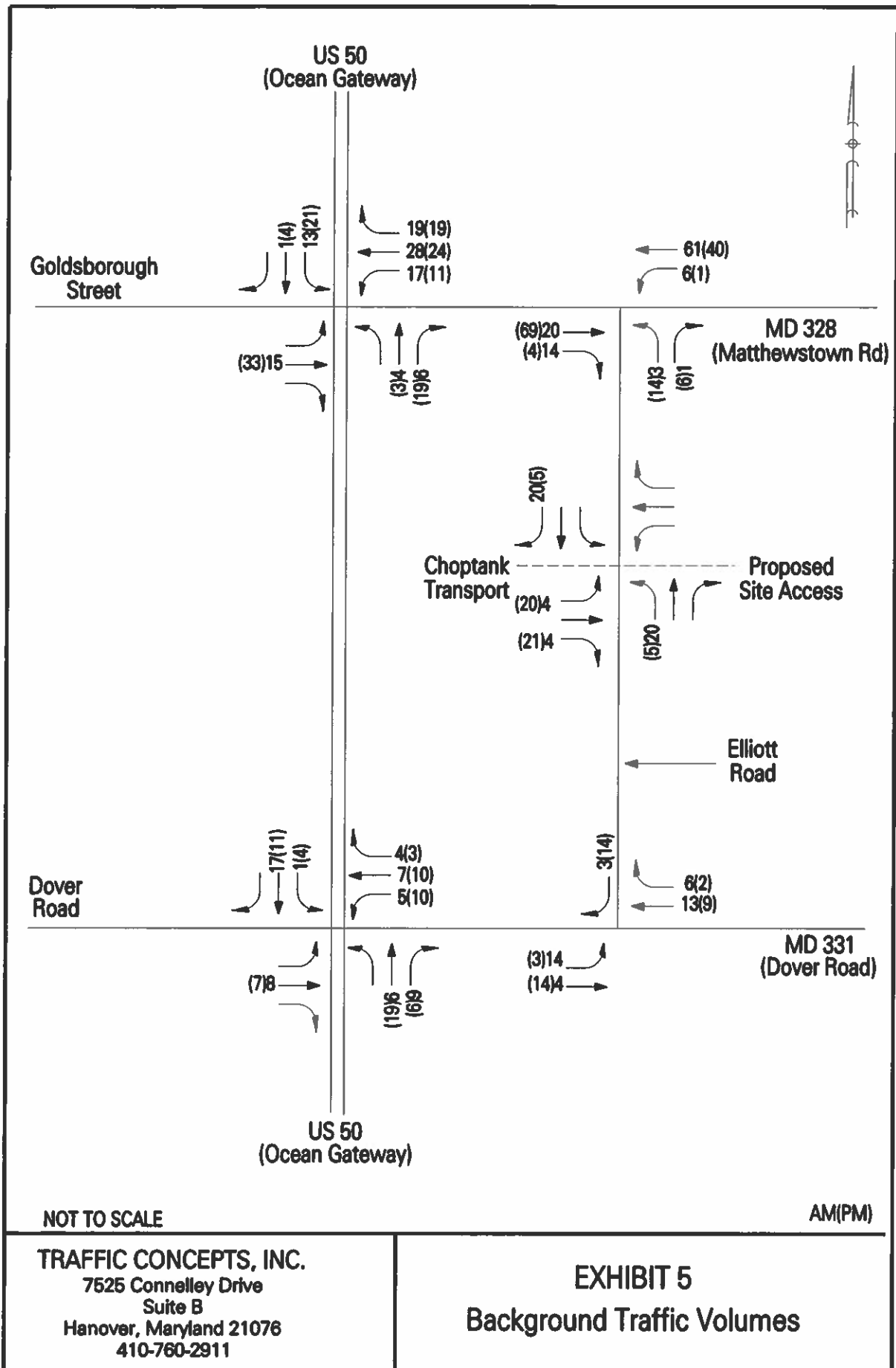


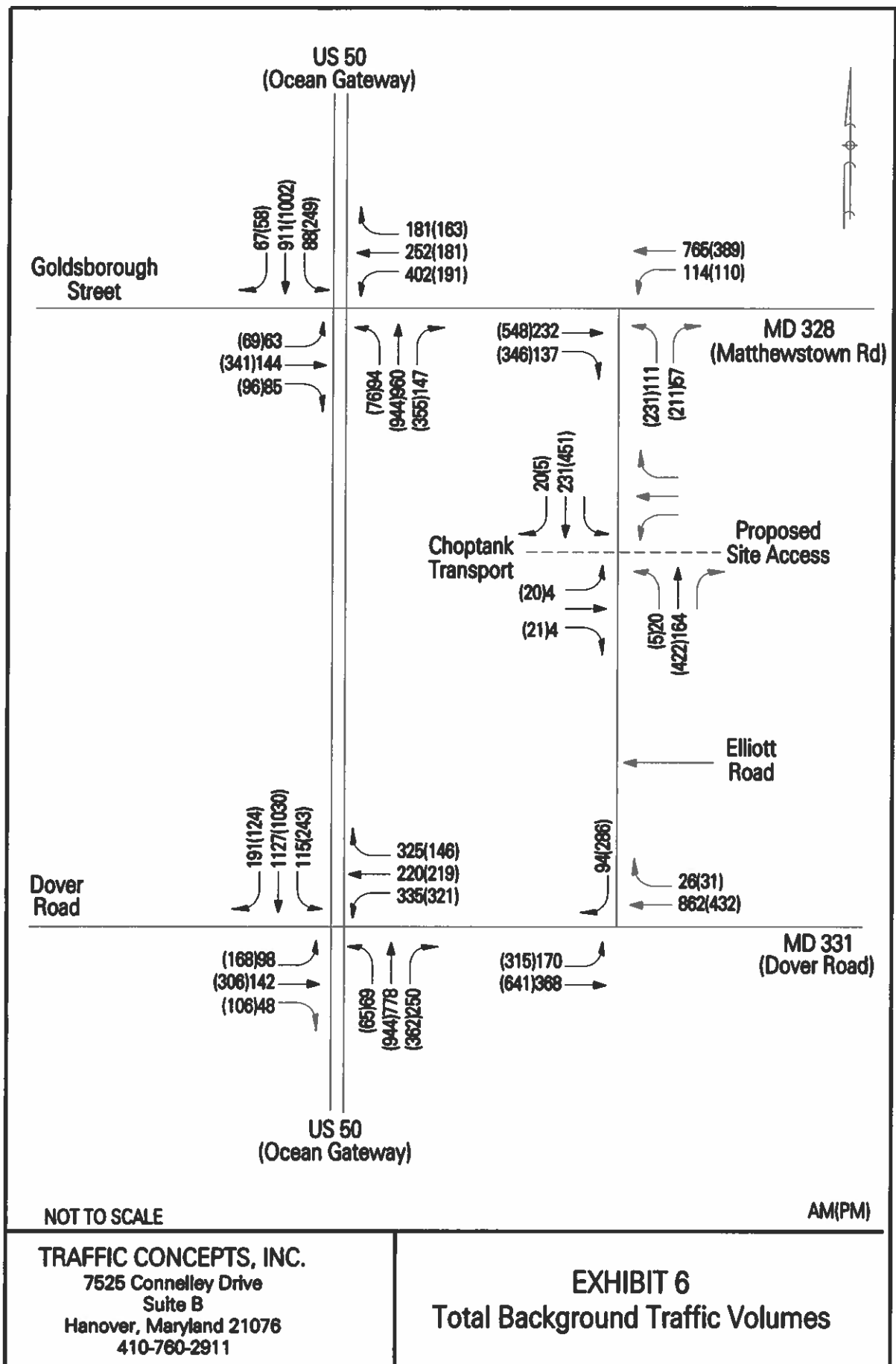
Background Developments:
 1 - Brant Court Apartments
 2 - DR Horton (aka Lands of Gannon Family)
 3 - Choptank Transport

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EXHIBIT 4
Background Development Locations





FUTURE CONDITION

The proposed development will create 136 apartment units. The new site generated peak hour trips shown below were generated with the *Institute of Transportation Engineers', Trip Generation Manual, 11th Edition* (ITE). The ITE land-use that corresponds to the new project is the Multifamily Housing (Mid-Rise) land-use (LUC 221). This information is provided in Appendix V.

TRIP GENERATION

Multifamily Housing (Mid-Rise) (221)	AM		PM	
	<u>IN</u>	<u>OUT</u>	<u>IN</u>	<u>OUT</u>
136 Apt Units	11	37	33	20

The new site's trip distribution and assignment pattern, shown on Exhibit 7, was determined with the location of the proposed site access point and the existing traffic patterns. The total future traffic volumes (Exhibit 8) are calculated by adding the site generated trips to total background traffic volumes. The intersection analysis findings are displayed below and the calculations are provided in Appendices I & II.

CRITICAL LANE ANALYSIS

	<u>AM</u> <u>CLV(LOS)</u>	<u>PM</u> <u>CLV(LOS)</u>
US 50 @ MD 328	1006(B)	1108(B)
US 50 @ MD 331	1044(B)	1206(C)
MD 328 @ Elliott Road	889(A)	901(A)
MD 331 @ Elliott Road	1173(C)	1088(B)
Elliott Road @ Site Access	320(A)	548(A)

HCM ANALYSIS – UNSIGNALIZED INTERSECTIONS

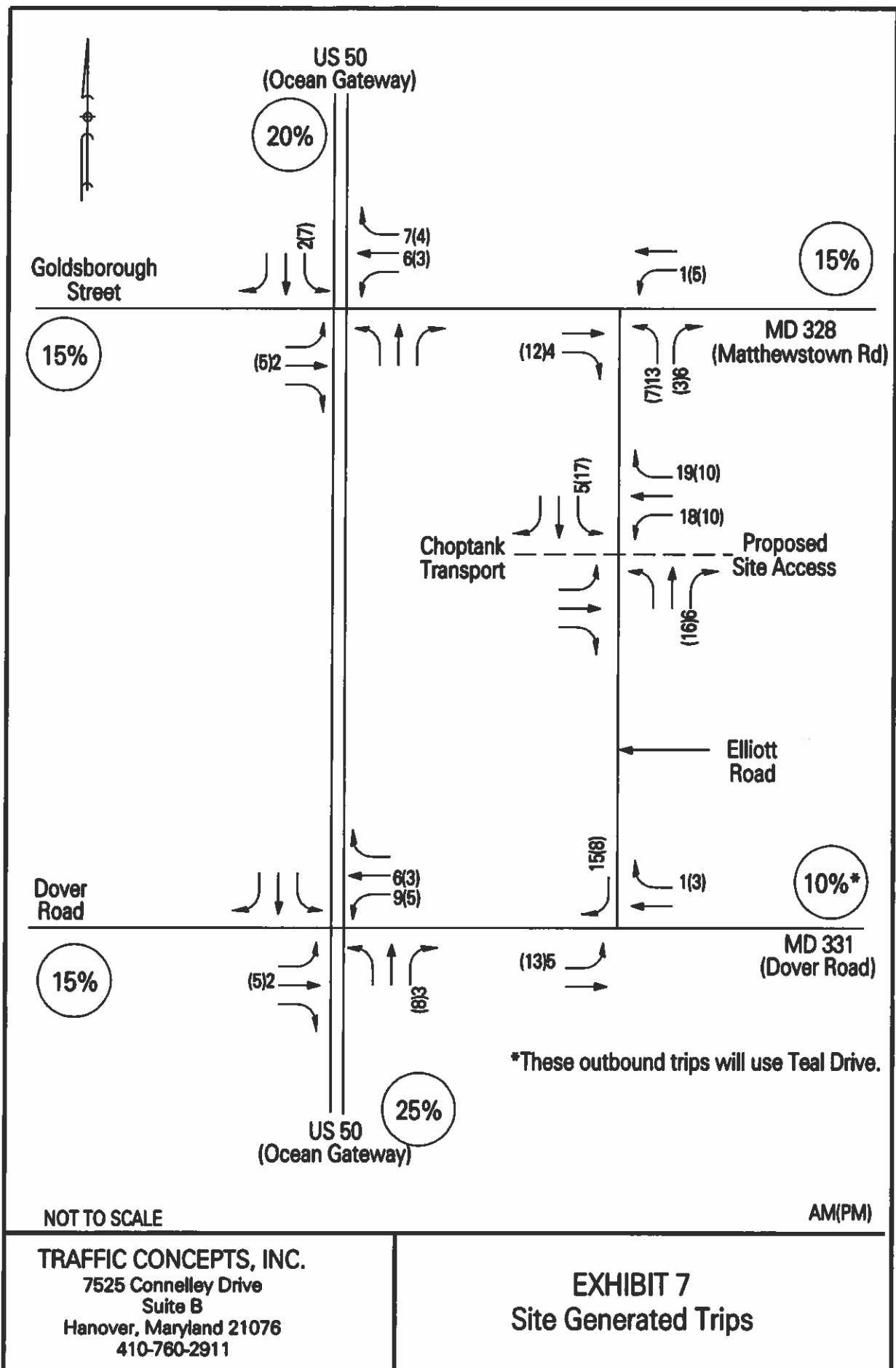
MD 331 @ Elliott Road

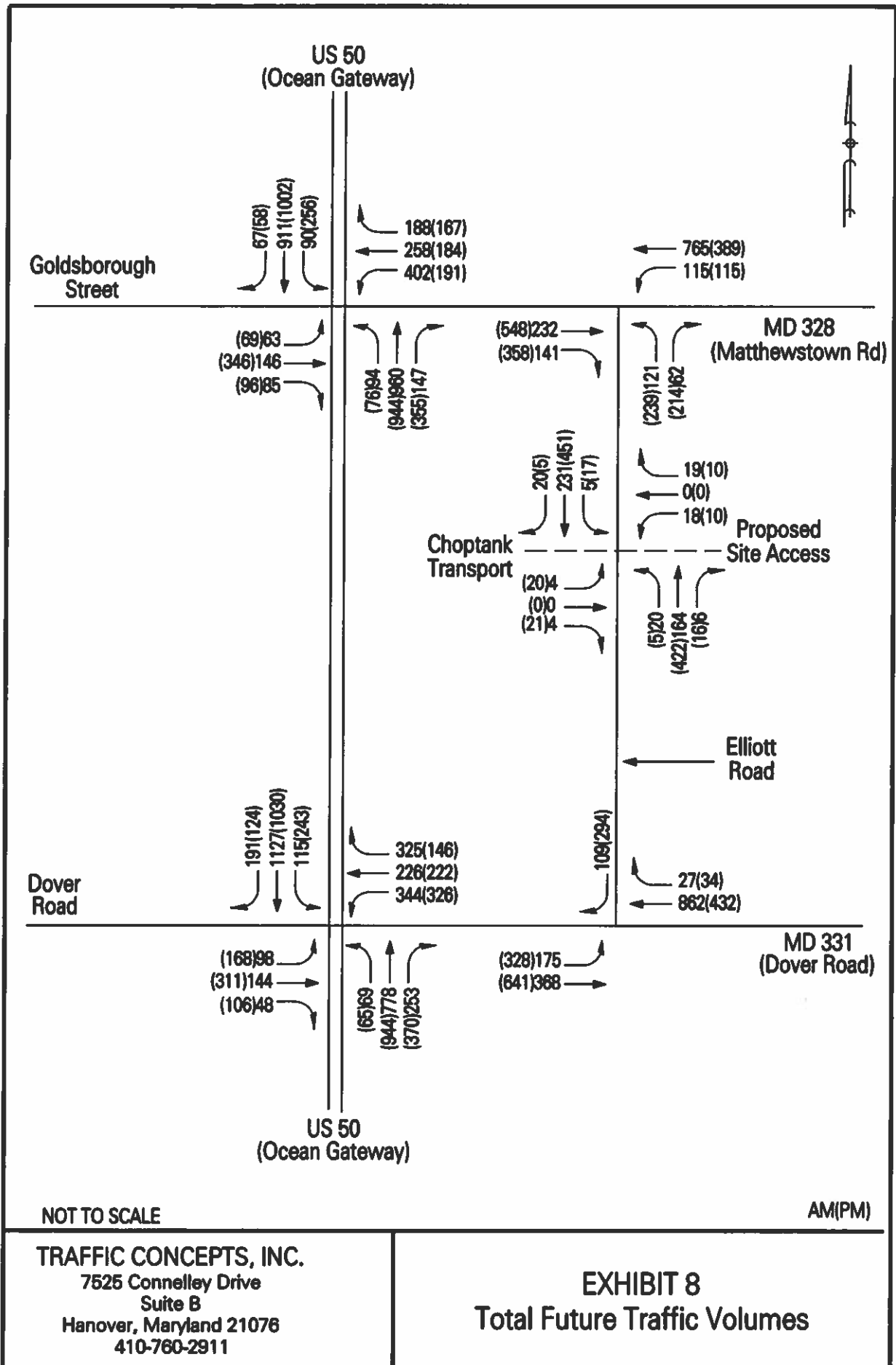
	<u>Control Delay</u> <u>AM(PM)</u>	<u>LOS</u> <u>AM(PM)</u>	<u>Delay By</u> <u>Approach</u> <u>AM(PM)</u>	<u>LOS By</u> <u>Approach</u> <u>AM(PM)</u>
EB Left	11.8(10.1)	B(B)		
SB Right	22.7(18.6)	C(C)	22.7(18.6)	C(C)

HCM ANALYSIS – UNSIGNALIZED INTERSECTIONS (CONTINUED)

Elliott Road @ Proposed Site Access

	Control Delay <u>AM(PM)</u>	LOS <u>AM(PM)</u>	Delay By Approach <u>AM(PM)</u>	LOS By Approach <u>AM(PM)</u>
EB L/T/R	11.5(19.2)	B(C)	11.5(19.2)	B(C)
WB L/T/R	11.4(18.4)	B(C)	11.4(18.4)	B(C)
NB L/T/R	7.9(8.4)	A(A)		
SB L/T/R	7.6(8.4)	A(A)		





QUEUING ANALYSIS

A queuing analysis was conducted for the dedicated left turn movements at the signalized study intersections using the total background and future traffic volumes. The queue lengths were calculated using the following State Highway Administration methodology:

$$95^{\text{th}} \text{ Percentile Queue} = \text{Volume} \times \text{LUF} \times \text{Cycle Length} \times 1.4 \times 25' / 3600$$

	95 th Percentile Queue Length (ft.)		
	Background <u>AM(PM)</u>	Future <u>AM(PM)</u>	Storage Length (ft.)
<u>US 50 at MD 328</u>			
Eastbound Left/Thru			Continuous
Westbound Left/Thru			Continuous
Northbound Left	123(111)	123(111)	125
Southbound Left	116(363)	118(373)	475

Cycle Length: 135 AM (150 PM)

<u>US 50 at MD 331</u>			
Eastbound Left	129(245)	129(245)	400
Westbound Left/Thru			Continuous
Northbound Left	91(95)	91(95)	150
Southbound Left	151(354)	151(354)	450

Cycle Length: 135 AM (150 PM)

CONCLUSIONS AND RECOMMENDATIONS

The results of the Raughley Family Realty Business Trust residential development are presented below.

INTERSECTION LEVEL OF SERVICE

The results of the study find that upon the build-out of the Raughley Family Realty Business Trust residential development, all of the study intersections are projected to operate at acceptable "C" or better levels of service when analyzed using the Critical Lane Volume (CLV) and the Highway Capacity Manual (HCM) analysis methods.

INTERSECTION QUEUING ANALYSIS

The queuing analyses results determined the existing turn bays at the key signalized study intersections are adequate to store the new site generated trips. The queues for the stopped approaches at the site access intersection are approximately one vehicle and Elliott Road operates with queue-free conditions.

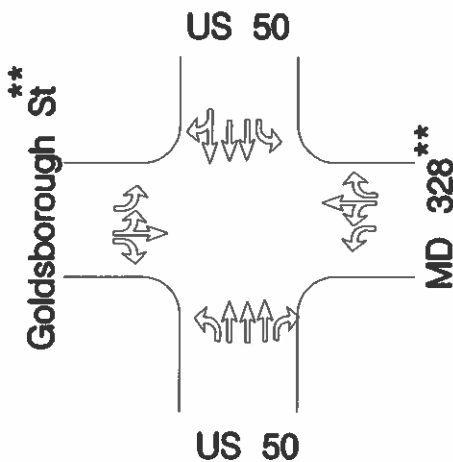
Based on the adequate study results, we recommend approval of this development from a traffic impact standpoint.

APPENDIX I

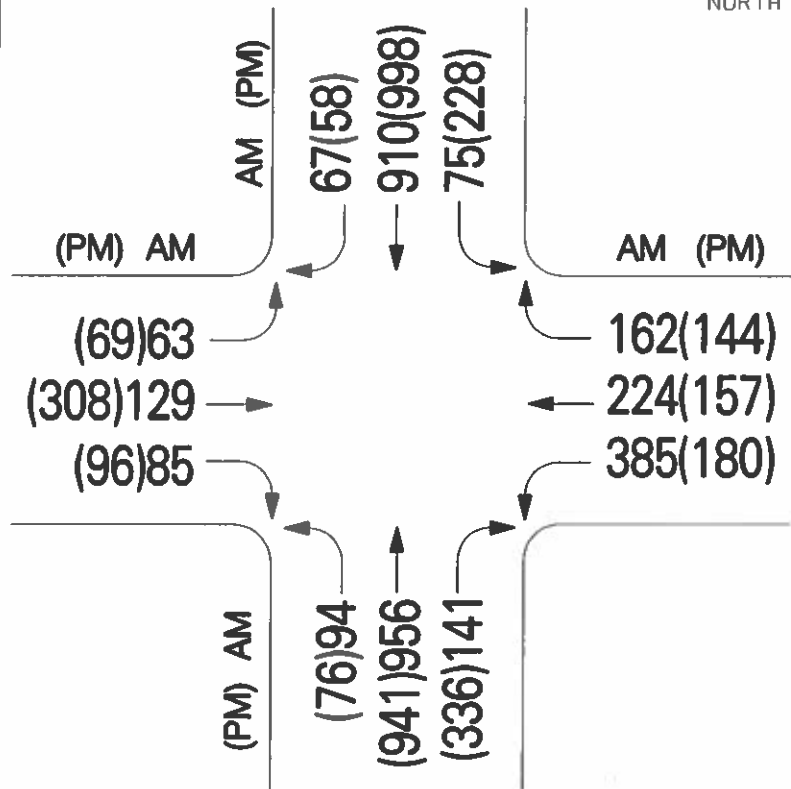
**CRITICAL LANE VOLUME
ANALYSES**

LANE CONFIGURATION

** SPLIT PHASED



TRAFFIC VOLUMES



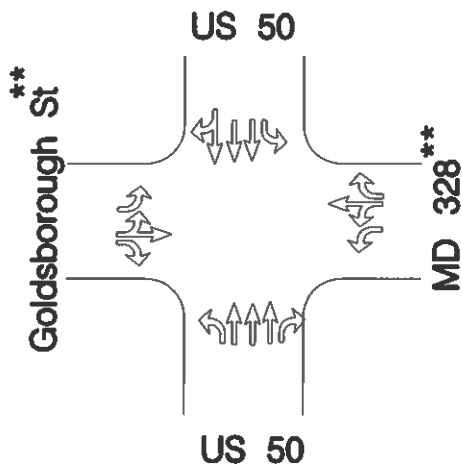
		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =							CRITICAL LANE VOLUME	LEVEL OF SERVICE	
AM	NB	956	*	0.4	+	75	*	1	=	457	A 965
	SB	(910 + 67)	*	0.4	+	94	*	1	=	485*	
	EB	(63 + 129)	*	0.6					=	115*	
	WB	(385 + 224)	*	0.6					=	365*	
PM	NB	941	*	0.4	+	228	*	1	=	604*	B 1032
	SB	(998 + 58)	*	0.4	+	76	*	1	=	498	
	EB	(69 + 309)	*	0.6					=	226*	
	WB	(180 + 157)	*	0.6					=	202*	

CRITICAL LANE ANALYSIS

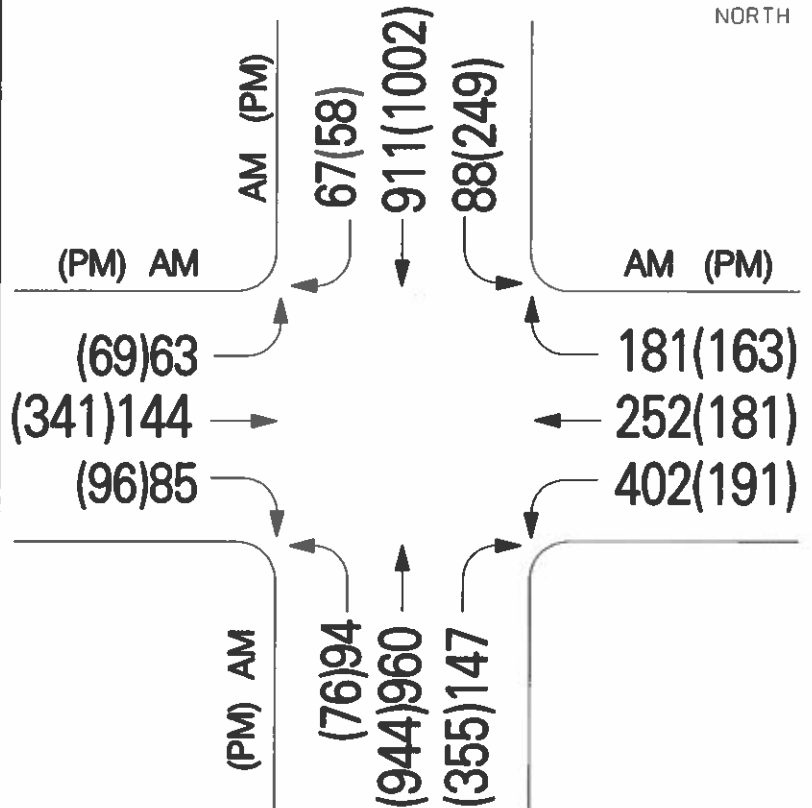
Prepared By: J. CAREY Condition: EXISTING

LANE CONFIGURATION

**** SPLIT PHASED**



TRAFFIC VOLUMES



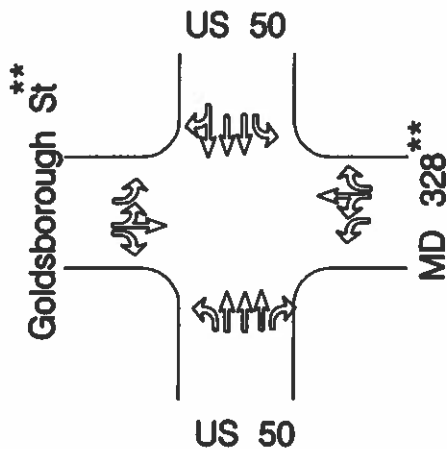
		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =							CRITICAL LANE VOLUME	LEVEL OF SERVICE	
AM	NB	960	*	0.4	+	88	*	1	=	472	B 1001
	SB	(911 + 67)	*	0.4	+	94	*	1	=	485*	
	EB	(63 + 144)	*	0.6					=	124*	
	WB	(402 + 252)	*	0.6					=	392*	
PM	NB	944	*	0.4	+	249	*	1	=	627*	B 1096
	SB	(1002 + 58)	*	0.4	+	76	*	1	=	500	
	EB	(69 + 341)	*	0.6					=	246*	
	WB	(191 + 181)	*	0.6					=	223*	

CRITICAL LANE ANALYSIS

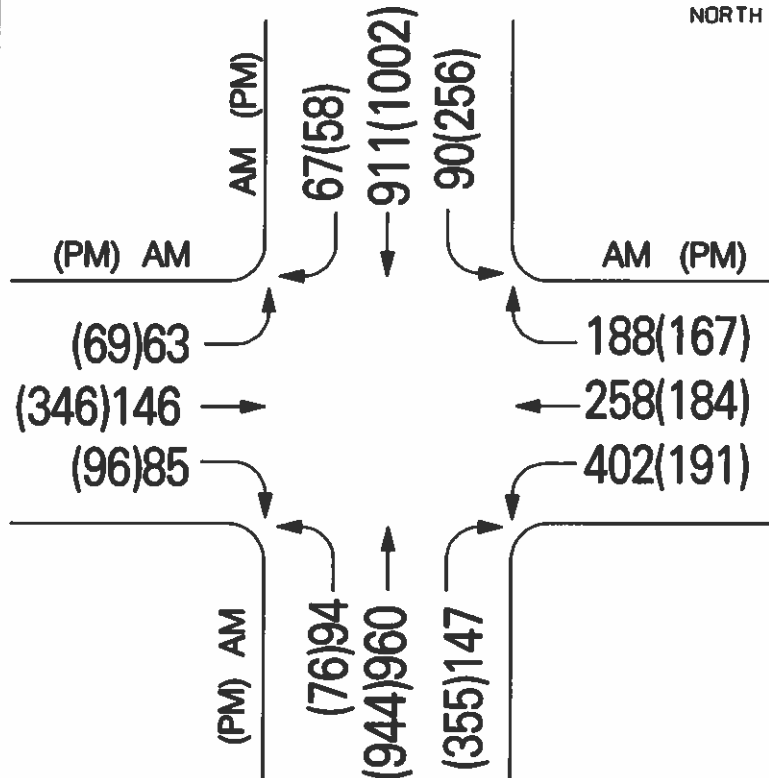
Prepared By: J. CAREY Condition: BACKGROUND

LANE CONFIGURATION

** SPLIT PHASED



TRAFFIC VOLUMES



		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =								CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	960	*	0.4	+	90	*	1	=	474	B 1006
	SB	(911 + 67)	*	0.4	+	94	*	1	=	485*	
	EB	(63 + 146)	*	0.6					=	125*	
	WB	(402 + 258)	*	0.6					=	396*	
PM	NB	944	*	0.4	+	256	*	1	=	634*	B 1108
	SB	(1002 + 58)	*	0.4	+	76	*	1	=	500	
	EB	(69 + 346)	*	0.6					=	249*	
	WB	(191 + 184)	*	0.6					=	225*	

CRITICAL LANE ANALYSIS

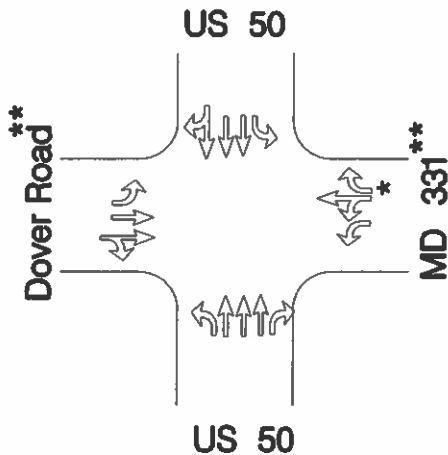
Prepared By: J. CAREY

Condition:

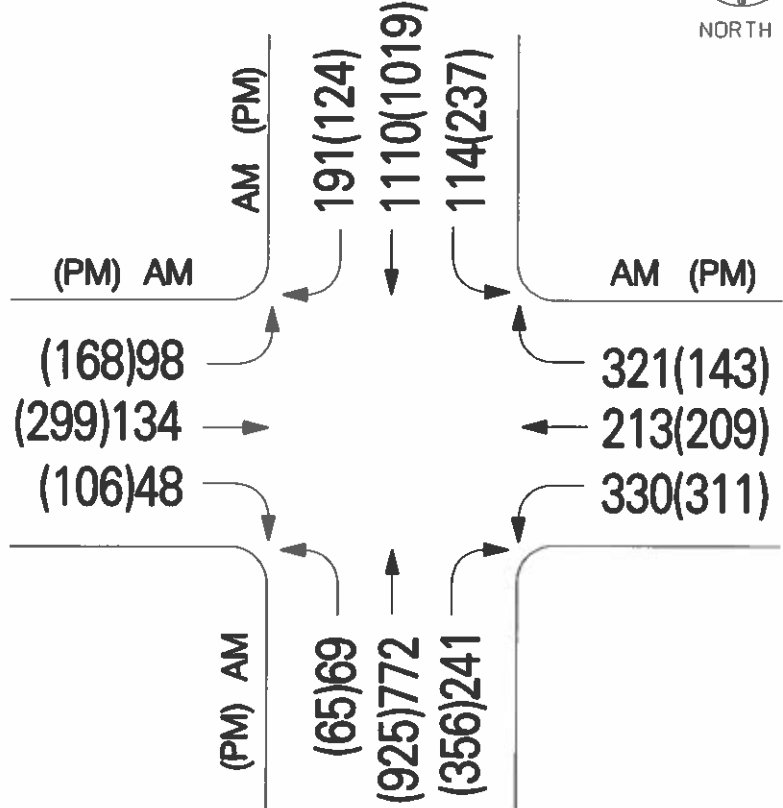
FUTURE

LANE CONFIGURATION

- * FREE RIGHT
** SPLIT PHASED



TRAFFIC VOLUMES



		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =							CRITICAL LANE VOLUME	LEVEL OF SERVICE	
AM	NB	772	*	0.4	+	114	*	1	=	423	B 1015
	SB	(1110 + 191)	*	0.4	+	69	*	1	=	589*	
	EB	(134 + 48)	*	0.55					=	100*	
	WB	(330 + 213)	*	0.6					=	326*	
PM	NB	925	*	0.4	+	237	*	1	=	607*	B 1142
	SB	(1019 + 124)	*	0.4	+	65	*	1	=	522	
	EB	(106 + 299)	*	0.55					=	223*	
	WB	(311 + 209)	*	0.6					=	312*	

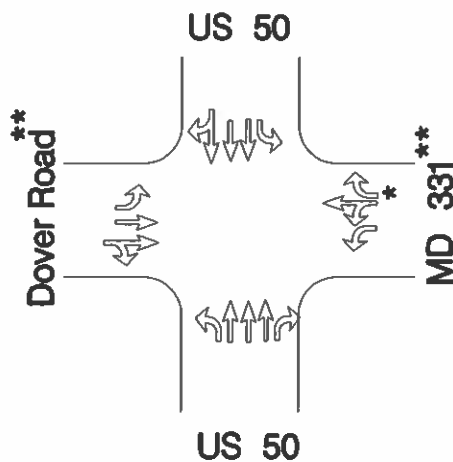
CRITICAL LANE ANALYSIS

Prepared By: J. CAREY

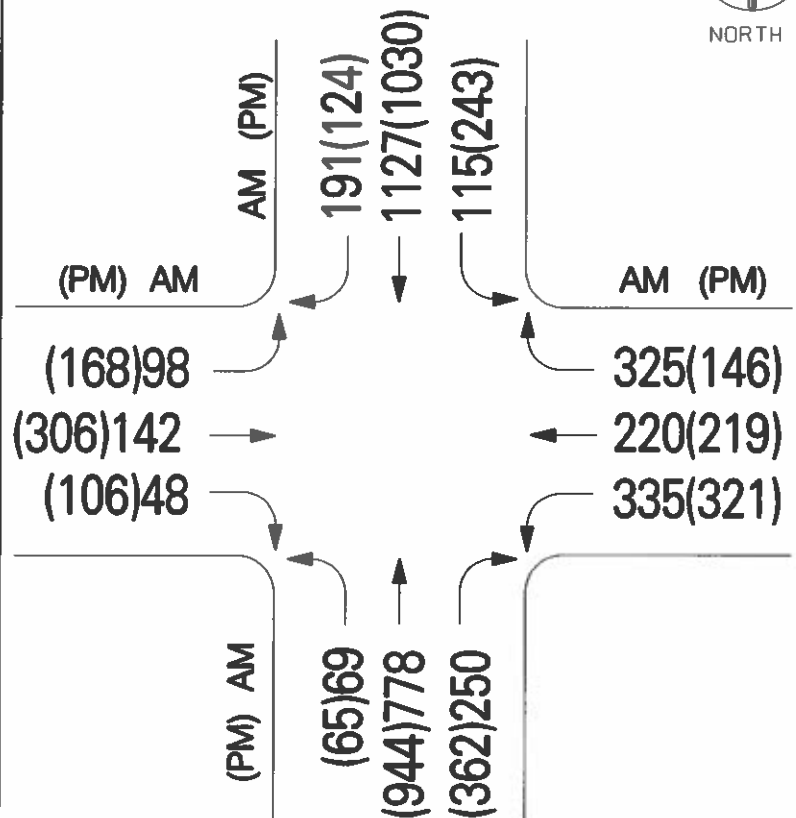
Condition: EXISTING

LANE CONFIGURATION

- * FREE RIGHT
- ** SPLIT PHASED



TRAFFIC VOLUMES



		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =								CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	778	*	0.4	+	115	*	1	=	426	B 1034
	SB	(1127 + 191)	*	0.4	+	69	*	1	=	596*	
	EB	(142 + 48)	*	0.55					=	105*	
	WB	(333 + 220)	*	0.6					=	333*	
PM	NB	944	*	0.4	+	243	*	1	=	621*	C 1172
	SB	(1030 + 124)	*	0.4	+	65	*	1	=	527	
	EB	(106 + 306)	*	0.55					=	227*	
	WB	(321 + 219)	*	0.6					=	324*	

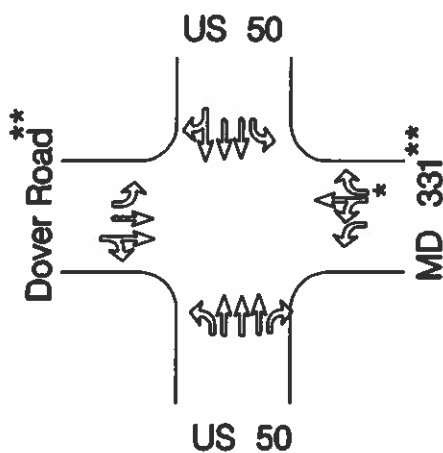
CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: BACKGROUND

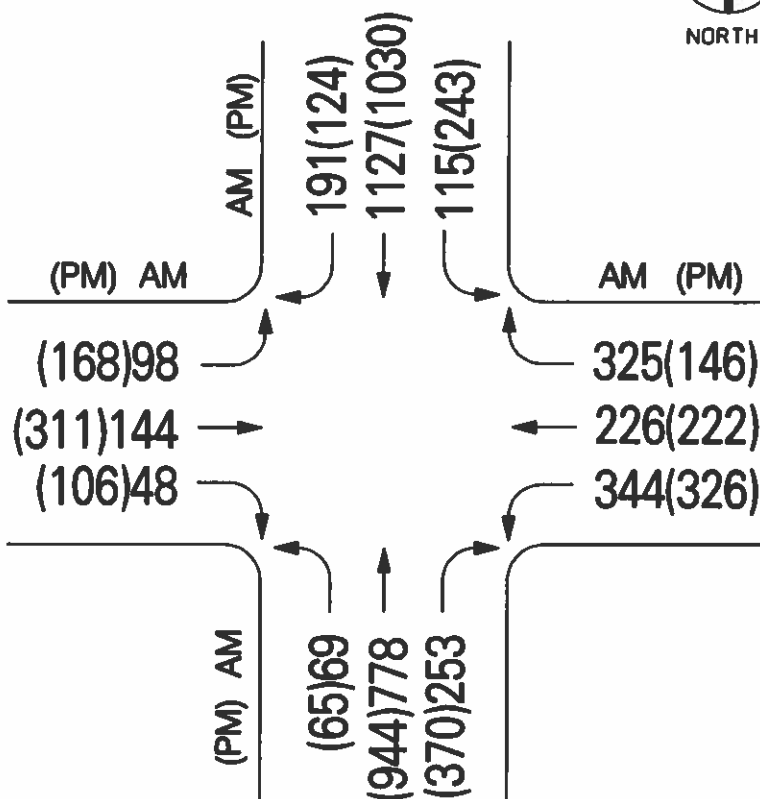
LANE CONFIGURATION

* FREE RIGHT

** SPLIT PHASED



TRAFFIC VOLUMES



		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =								CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	778	*	0.4	+	115	*	1	=	426	B 1044
	SB	(1127 + 191)	*	0.4	+	69	*	1	=	596*	
	EB	(144 + 48)	*	0.55					=	106*	
	WB	(344 + 226)	*	0.6					=	342*	
PM	NB	944	*	0.4	+	243	*	1	=	621*	C 1206
	SB	(1030 + 124)	*	0.4	+	65	*	1	=	527	
	EB	(106 + 311)	*	0.55					=	229*	
	WB	(326 + 222)	*	0.6					=	329*	

CRITICAL LANE ANALYSIS

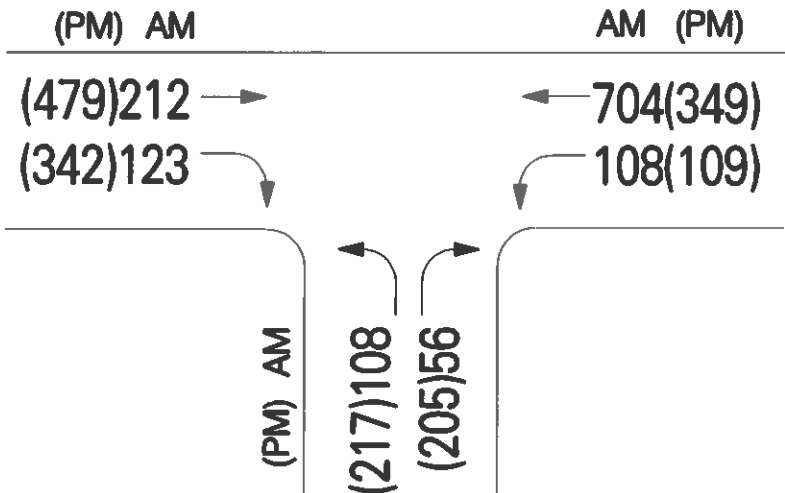
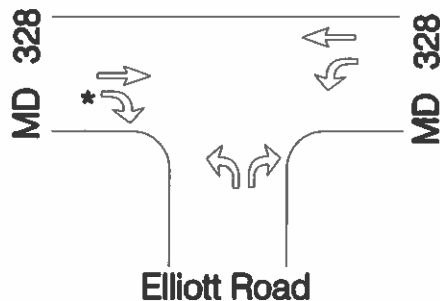
Prepared By: J. CAREY Condition: FUTURE

TRAFFIC VOLUMES



LANE CONFIGURATION

* RIGHT TURN
OVERLAP



		TOTAL VOLUME * LUF				+	OPPOSING LEFTS * LUF =					CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	106	*	1						=		106*	
	SB												
	EB	212	*	1		+	108	*	1	=		320	A 810
	WB	704	*	1						=		704*	
PM	NB	217	*	1						=		217*	
	SB												
	EB	479	*	1		+	109	*	1	=		588*	A 805
	WB	349	*	1						=		349	

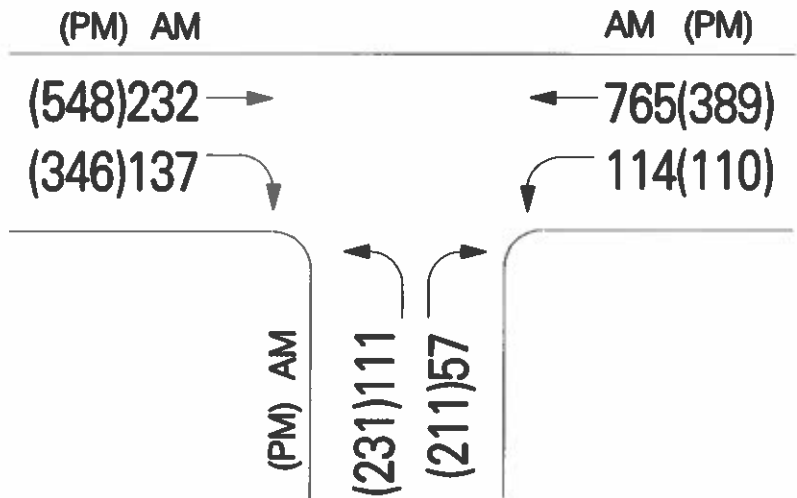
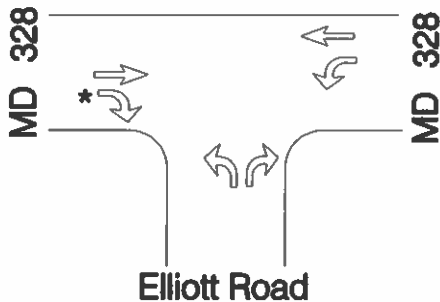
CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: EXISTING



LANE CONFIGURATION

* RIGHT TURN
OVERLAP



		TOTAL VOLUME * LUF				+	OPPOSING LEFTS * LUF =				CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	111	*	1			=				111*	
	SB											
	EB	232	*	1	+	114	*	1	=		346	A
	WB	765	*	1			=				765*	876
PM	NB	231	*	1			=				231*	
	SB											
	EB	548	*	1	+	110	*	1	=		658*	A
	WB	389	*	1			=				389	889

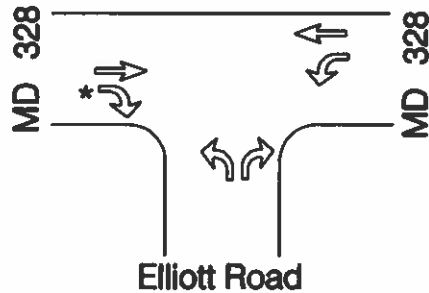
CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: BACKGROUND



LANE CONFIGURATION

* RIGHT TURN
OVERLAP



(PM) AM

AM (PM)

(548)232 →
(358)141 ↘

← 765(389)
↙ 115(115)

(PM) AM

(238)124

(214)63

AM

PM

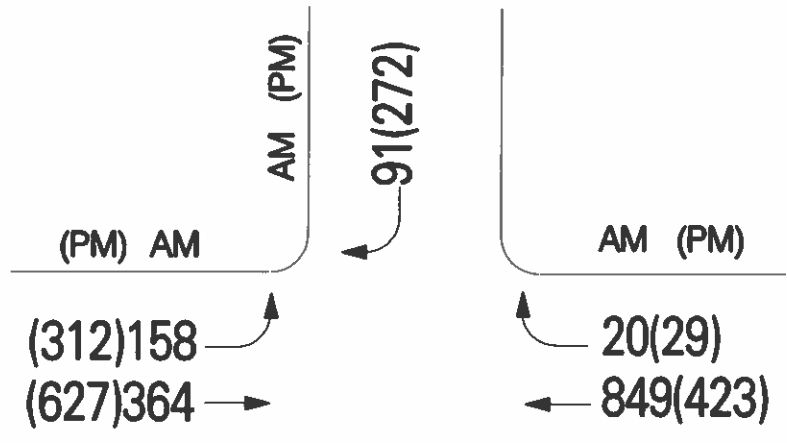
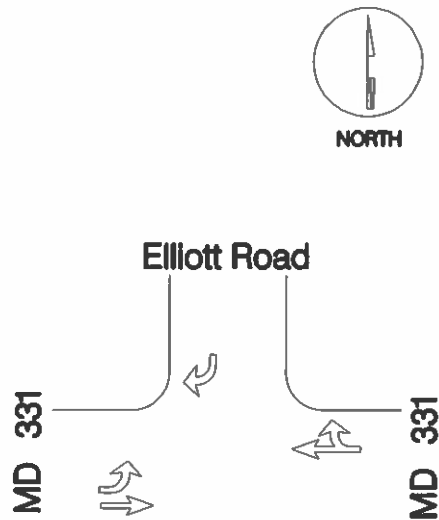
TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =						CRITICAL LANE VOLUME	LEVEL OF SERVICE
NB	124	*	1	=		124*	
SB						—	
EB	232	*	1	+	115 * 1 =	347	A 889
WB	765	*	1	=		765*	
NB	238	*	1	=		238*	
SB						—	
EB	548	*	1	+	115 * 1 =	663*	A 901
WB	389	*	1	=		389	

CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: FUTURE



LANE CONFIGURATION



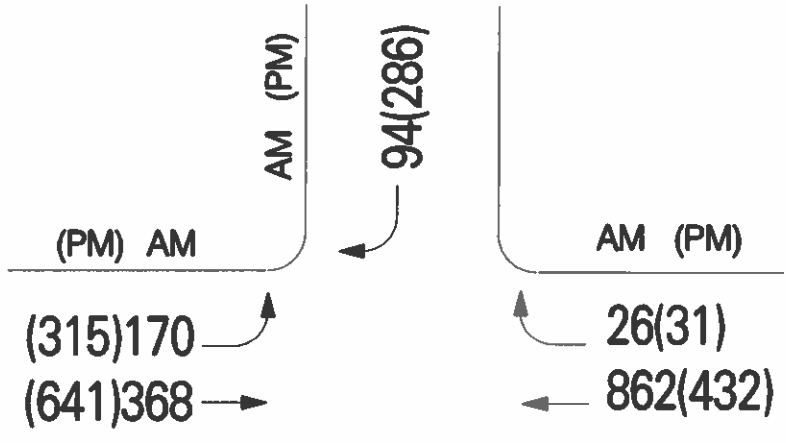
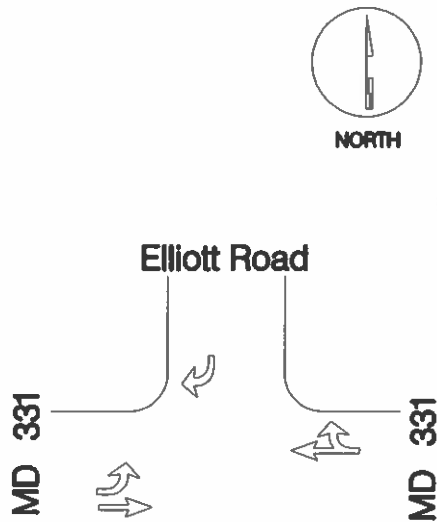
		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =								CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	—								—	B 1118
	SB	91	*	1	+				=	91*	
	EB	364	*	1	+				=	364	
	WB	(849 + 20)	*	1	+	158	*	1	=	1027*	
PM	NB	—								—	B 1036
	SB	272	*	1				=	272*		
	EB	627	*	1				=	627		
	WB	(423 + 29)	*	1	+	312	*	1	=	764*	

CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: EXISTING



LANE CONFIGURATION



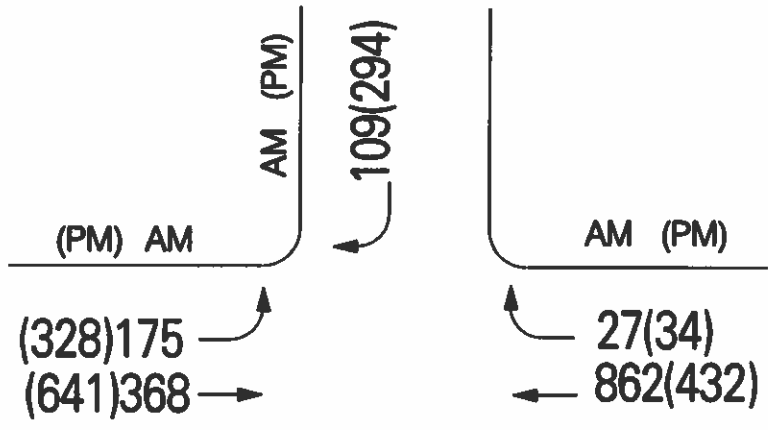
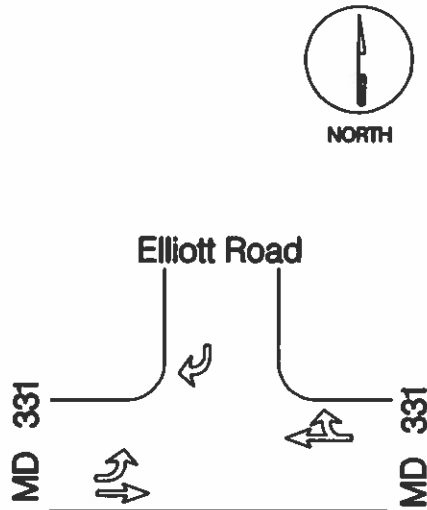
		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =						CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	—						—	C 1152
	SB	94	*	1	+		=	94*	
	EB	368	*	1	+		=	368	
	WB	(862 + 26)	*	1	+	170	* 1 =	1058*	
PM	NB	—						—	B 1064
	SB	286	*	1			=	286*	
	EB	641	*	1			=	641	
	WB	(432 + 31)	*	1	+	315	* 1 =	778*	

CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: BACKGROUND



LANE CONFIGURATION

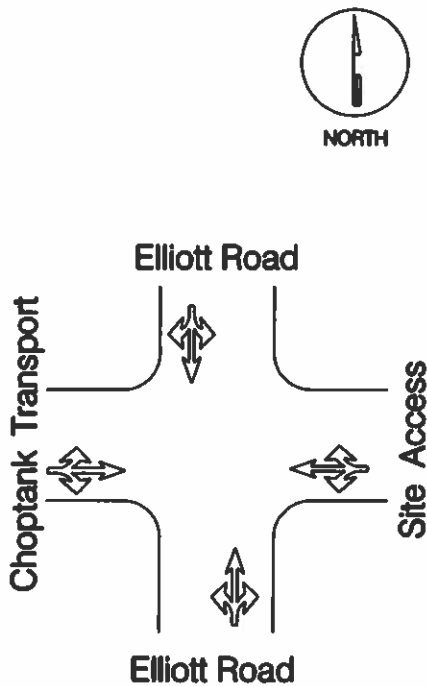


		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =				CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	—				—	C 1173
	SB	109	*	1	+	=	109*
	EB	368	*	1	+	=	368
	WB	(862 + 27)	*	1	+	175	* 1 = 1064*
PM	NB	—				—	B 1088
	SB	294	*	1		=	294*
	EB	641	*	1		=	641
	WB	(432 + 34)	*	1	+	328	* 1 = 794*

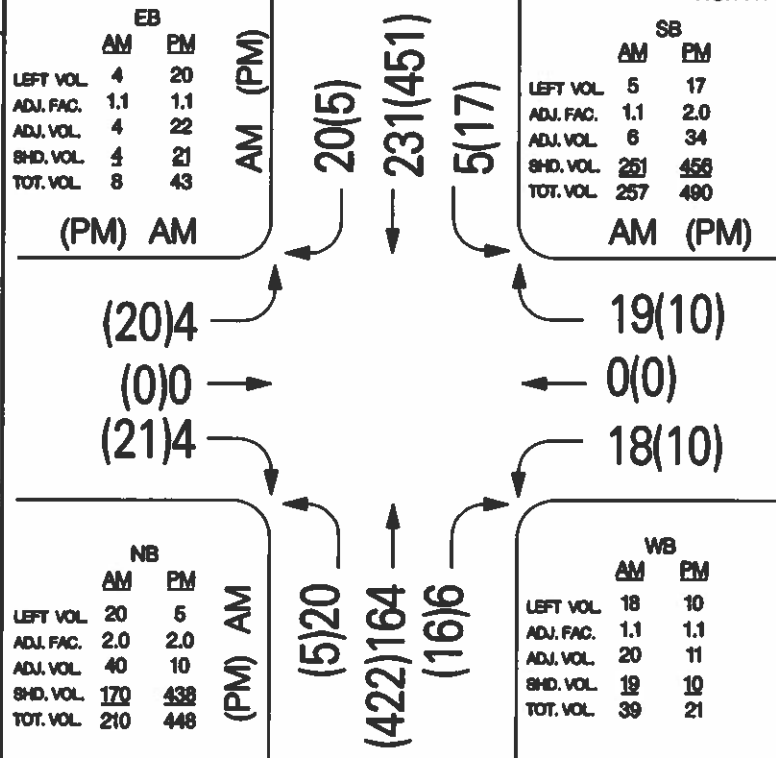
CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: FUTURE

LANE CONFIGURATION



TRAFFIC VOLUMES



		TOTAL VOLUME * LUF + OPPOSING LEFTS * LUF =								CRITICAL LANE VOLUME	LEVEL OF SERVICE
AM	NB	210	*	1	+	5	*	1	=	215	
	SB	257	*	1	+	20	*	1	=	277*	
	EB	8	*	1	+	18	*	1	=	26	A 320
	WB	39	*	1	+	4	*	1	=	43*	
PM	NB	448	*	1	+	17	*	1	=	465	
	SB	490	*	1	+	5	*	1	=	495*	
	EB	43	*	1	+	10	*	1	=	53*	A 548
	WB	21	*	1	+	20	*	1	=	41	

CRITICAL LANE ANALYSIS

Prepared By: J. CAREY Condition: FUTURE

APPENDIX II

HIGHWAY CAPACITY MANUAL
ANALYSES

HCS7 Two-Way Stop-Control Report

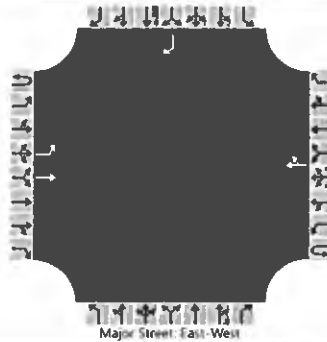
General Information

Analyst	J. Carey
Agency/Co.	Traffic Concepts, Inc.
Date Performed	9/17/2021
Analysis Year	2021
Time Analyzed	Existing AM
Intersection Orientation	East-West
Project Description	3793

Site Information

Intersection	MD 331 at Elliott Rd
Jurisdiction	Town of Easton, MD
East/West Street	MD 331 (Dover Rd)
North/South Street	Elliott Rd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		158	364				849	20								91
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		170														98
Capacity, c (veh/h)		733														327
v/c Ratio		0.23														0.30
95% Queue Length, Q ₉₅ (veh)		0.9														1.2
Control Delay (s/veh)		11.4														20.7
Level of Service (LOS)		B														C
Approach Delay (s/veh)	3.4												20.7			
Approach LOS													C			

HCS7 Two-Way Stop-Control Report

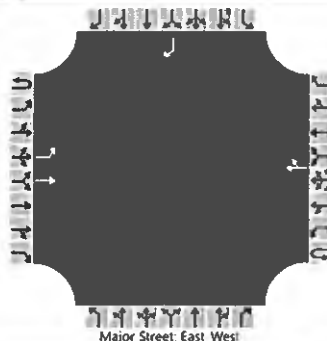
General Information

Analyst	J. Carey
Agency/Co.	Traffic Concepts, Inc.
Date Performed	9/17/2021
Analysis Year	2021
Time Analyzed	Existing PM
Intersection Orientation	East-West
Project Description	3793

Site Information

Intersection	MD 331 at Elliott Rd
Jurisdiction	Town of Easton, MD
East/West Street	MD 331 (Dover Rd)
North/South Street	Elliott Rd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		312	627				423	29								272
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)															0	
Right Turn Channelized															No	
Median Type Storage							Left Only					1				

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		339														296
Capacity, c (veh/h)		1072														589
v/c Ratio		0.32														0.50
95% Queue Length, Q ₉₅ (veh)		1.4														2.8
Control Delay (s/veh)		9.9														17.1
Level of Service (LOS)		A														C
Approach Delay (s/veh)		3.3													17.1	
Approach LOS															C	

HCS7 Two-Way Stop-Control Report

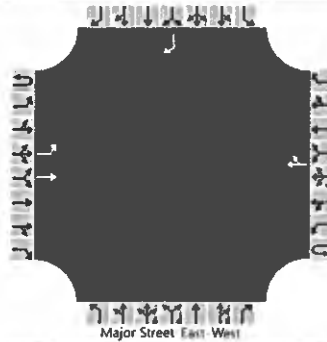
General Information

Analyst	J. Carey
Agency/Co.	Traffic Concepts, Inc.
Date Performed	9/17/2021
Analysis Year	2024
Time Analyzed	Background AM
Intersection Orientation	East-West
Project Description	3793

Site Information

Intersection	MD 331 at Elliott Rd
Jurisdiction	Town of Easton, MD
East/West Street	MD 331 (Dover Rd)
North/South Street	Elliott Rd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		170	368				862	26								94
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		183														101
Capacity, c (veh/h)		720														319
v/c Ratio		0.25														0.32
95% Queue Length, Q ₉₅ (veh)		1.0														1.3
Control Delay (s/veh)		11.7														21.4
Level of Service (LOS)		B														C
Approach Delay (s/veh)	3.7												21.4			
Approach LOS													C			

HCS7 Two-Way Stop-Control Report

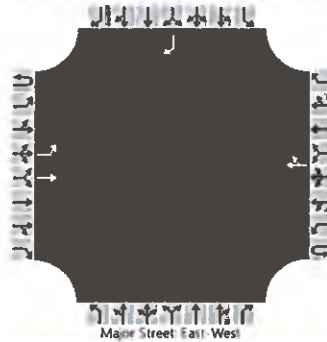
General Information

Analyst	J Carey
Agency/Co.	Traffic Concepts, Inc.
Date Performed	9/17/2021
Analysis Year	2024
Time Analyzed	Background PM
Intersection Orientation	East-West
Project Description	3793

Site Information

Intersection	MD 331 at Elliott Rd
Jurisdiction	Town of Easton, MD
East/West Street	MD 331 (Dover Rd)
North/South Street	Elliott Rd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		315	641				432	31								286
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage					Left Only								1			

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		342														311
Capacity, c (veh/h)		1061														581
v/c Ratio		0.32														0.54
95% Queue Length, Q ₉₅ (veh)		1.4														3.2
Control Delay (s/veh)		10.0														18.1
Level of Service (LOS)		A														C
Approach Delay (s/veh)	3.3												18.1			
Approach LOS													C			

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	I. Halsall	Intersection	MD 331 at Elliott Rd
Agency/Co.	Traffic Concepts, Inc.	Jurisdiction	Town of Easton, MD
Date Performed	3/22/2023	East/West Street	MD 331 (Dover Rd)
Analysis Year	2024	North/South Street	Elliott Rd
Time Analyzed	Future AM	Peak Hour Factor	0.93
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	3793		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		175	368				862	27								109
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		188														117
Capacity, c (veh/h)		719														319
v/c Ratio		0.26														0.37
95% Queue Length, Q ₉₅ (veh)		1.0														1.6
Control Delay (s/veh)		11.8														22.7
Level of Service (LOS)		B														C
Approach Delay (s/veh)	3.8												22.7			
Approach LOS	A												C			

HCS7 Two-Way Stop-Control Report

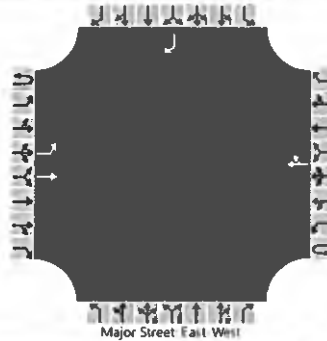
General Information

Analyst	J. Carey
Agency/Co.	Traffic Concepts, Inc.
Date Performed	9/17/2021
Analysis Year	2024
Time Analyzed	Future PM
Intersection Orientation	East-West
Project Description	3793

Site Information

Intersection	MD 331 at Elliott Rd
Jurisdiction	Town of Easton, MD
East/West Street	MD 331 (Dover Rd)
North/South Street	Elliott Rd
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		328	641				432	34								294
Percent Heavy Vehicles (%)		2														2
Proportion Time Blocked																
Percent Grade (%)															0	
Right Turn Channelized															No	
Median Type Storage					Left Only								1			

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.12														6.22
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.22														3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		357														320
Capacity, c (veh/h)		1058														580
v/c Ratio		0.34														0.55
95% Queue Length, Q ₉₅ (veh)		1.5														3.3
Control Delay (s/veh)		10.1														18.6
Level of Service (LOS)		B														C
Approach Delay (s/veh)	3.4										18.6					
Approach LOS											C					

HCS Two-Way Stop-Control Report

General Information

Analyst	I. Halsall
Agency/Co.	Traffic Concepts, Inc.
Date Performed	3/22/2023
Analysis Year	2024
Time Analyzed	Future AM
Intersection Orientation	North-South
Project Description	3793

Site Information

Intersection	Elliott Rd at Site Access
Jurisdiction	Town of Easton, MD
East/West Street	Elliott Rd
North/South Street	Site Access
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes

Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		4	0	4		18	0	19		20	164	6		5	231	20
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			9				41				22				6	
Capacity, c (veh/h)			564				603				1284				1385	
v/c Ratio			0.02				0.07				0.02				0.00	
95% Queue Length, Q ₉₅ (veh)			0.0				0.2				0.1				0.0	
Control Delay (s/veh)			11.5				11.4				7.9	0.2	0.2		7.6	0.0
Level of Service (LOS)			B				B				A	A	A		A	A
Approach Delay (s/veh)	11.5				11.4				1.0				0.2			
Approach LOS	B				B				A				A			

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	I. Halsall	Intersection	Elliott Rd at Site Access
Agency/Co.	Traffic Concepts, Inc.	Jurisdiction	Town of Easton, MD
Date Performed	3/22/2023	East/West Street	Elliott Rd
Analysis Year	2024	North/South Street	Site Access
Time Analyzed	Future PM	Peak Hour Factor	0.90
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	3793		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	1	0	0	0	1	0	0	0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		20	0	21		10	0	10		5	422	16		17	451	5
Percent Heavy Vehicles (%)		2	2	2		2	2	2		2				2		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

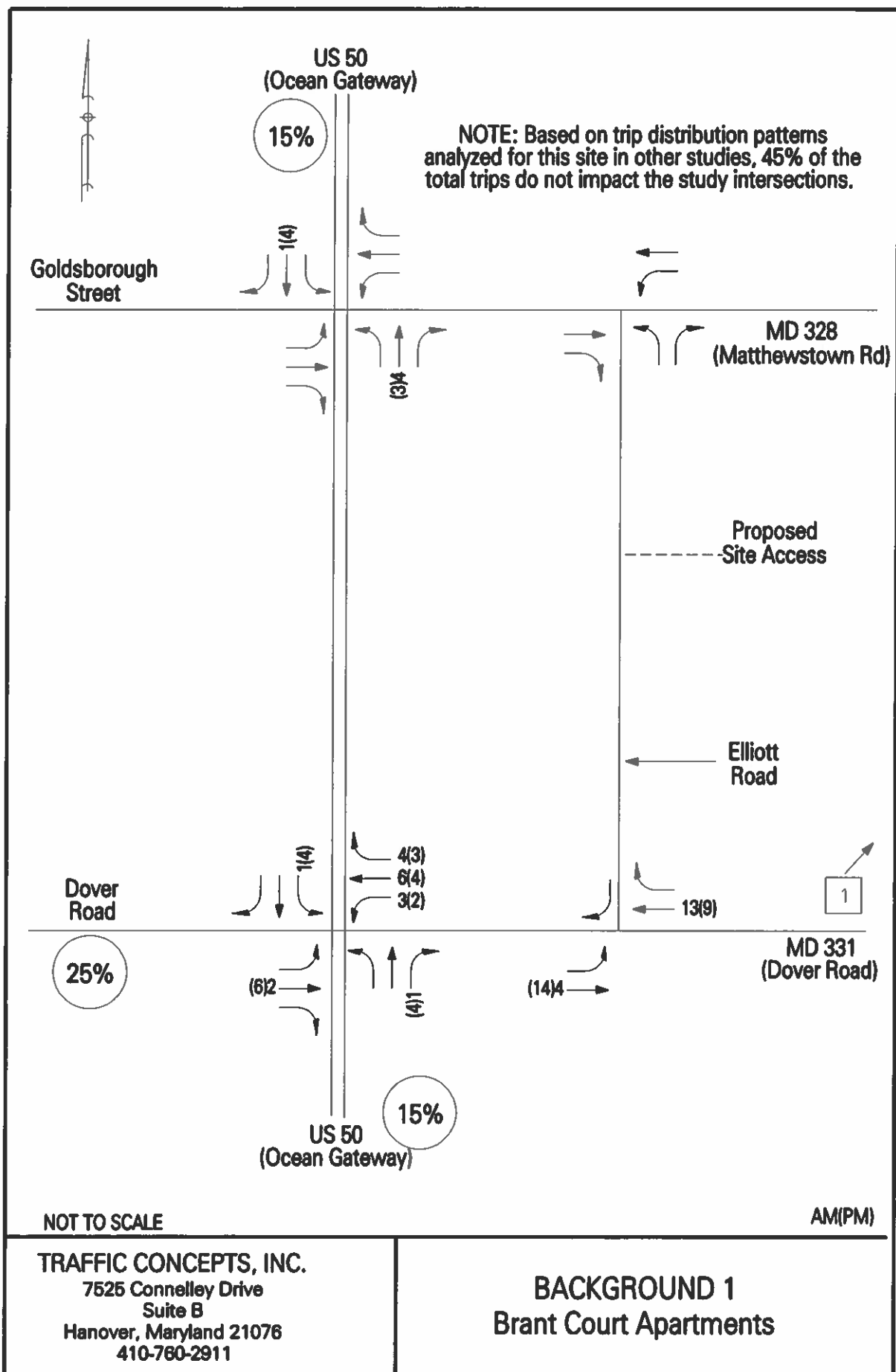
Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.12	6.52	6.22		7.12	6.52	6.22		4.12				4.12		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.52	4.02	3.32		3.52	4.02	3.32		2.22				2.22		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			46				22			6				19		
Capacity, c (veh/h)			298				290			1058				1076		
v/c Ratio			0.15				0.08			0.01				0.02		
95% Queue Length, Q ₉₅ (veh)			0.5				0.2			0.0				0.1		
Control Delay (s/veh)			19.2				18.4			8.4	0.1	0.1		8.4	0.2	0.2
Level of Service (LOS)			C				C			A	A	A		A	A	A
Approach Delay (s/veh)	19.2				18.4				0.2				0.5			
Approach LOS	C				C				A				A			

APPENDIX III

BACKGROUND
TRAFFIC DATA



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

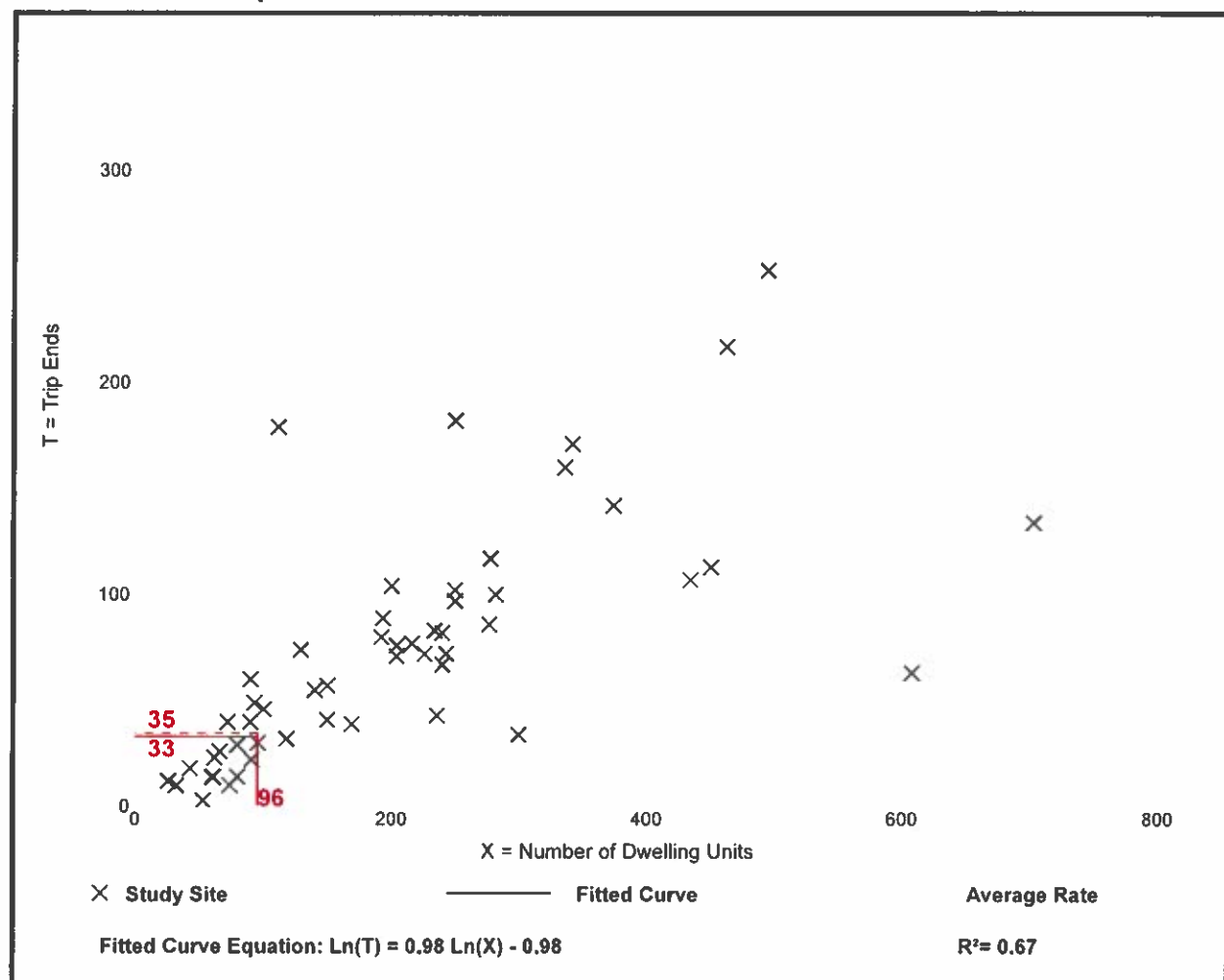
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 60

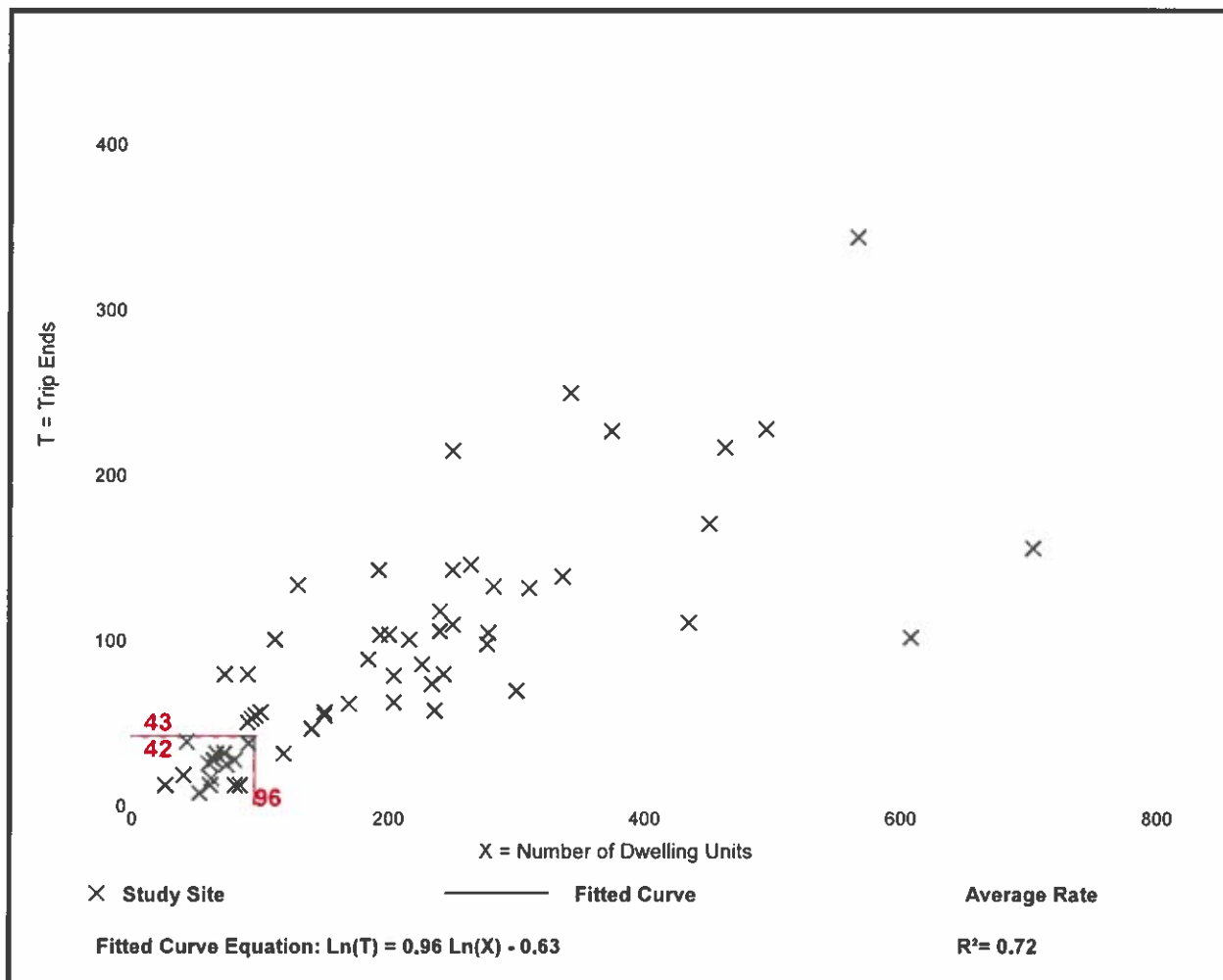
Avg. Num. of Dwelling Units: 208

Directional Distribution: 61% entering, 39% exiting

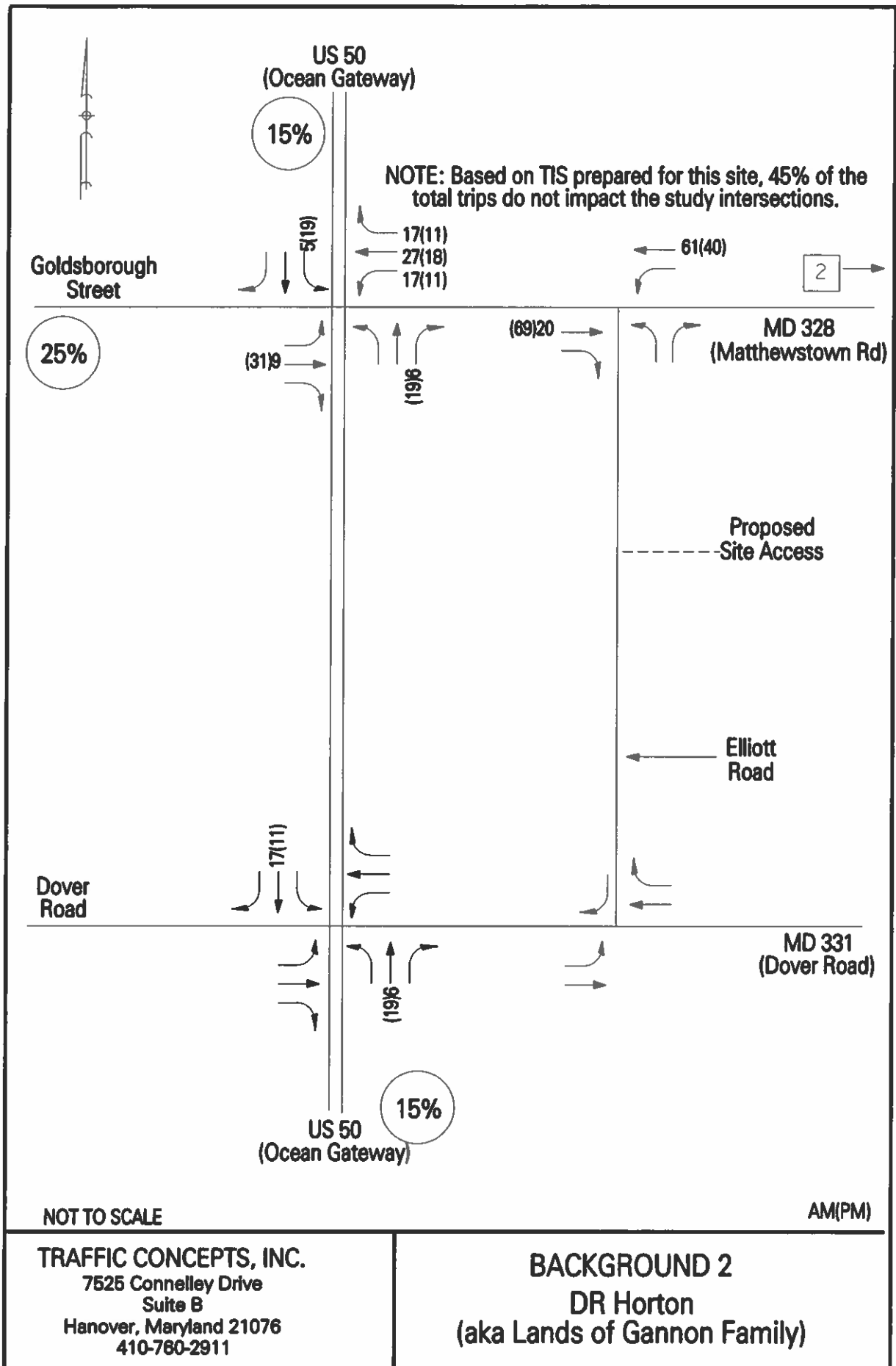
Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 173

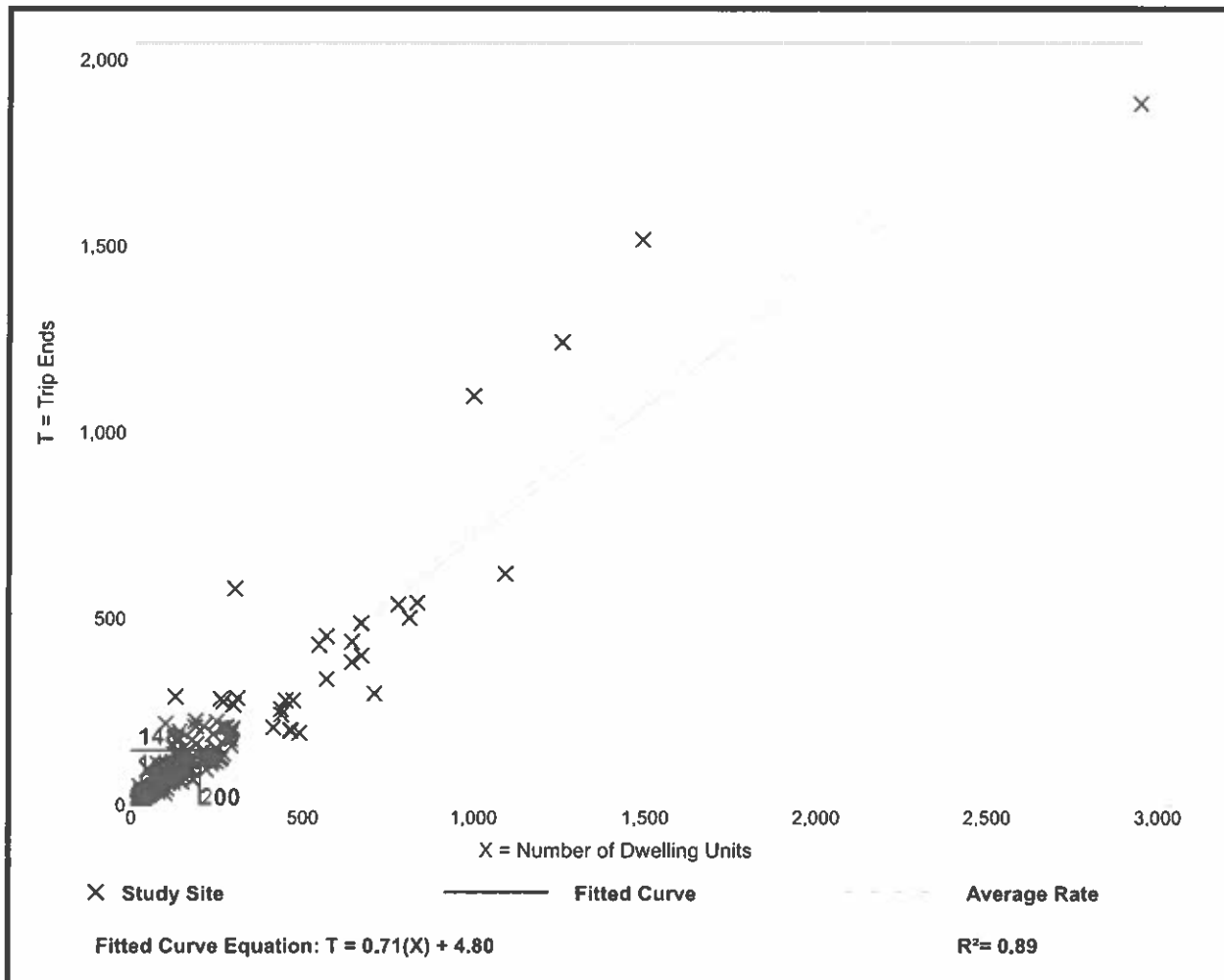
Avg. Num. of Dwelling Units: 219

Directional Distribution: 25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.74	0.33 - 2.27	0.27

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 190

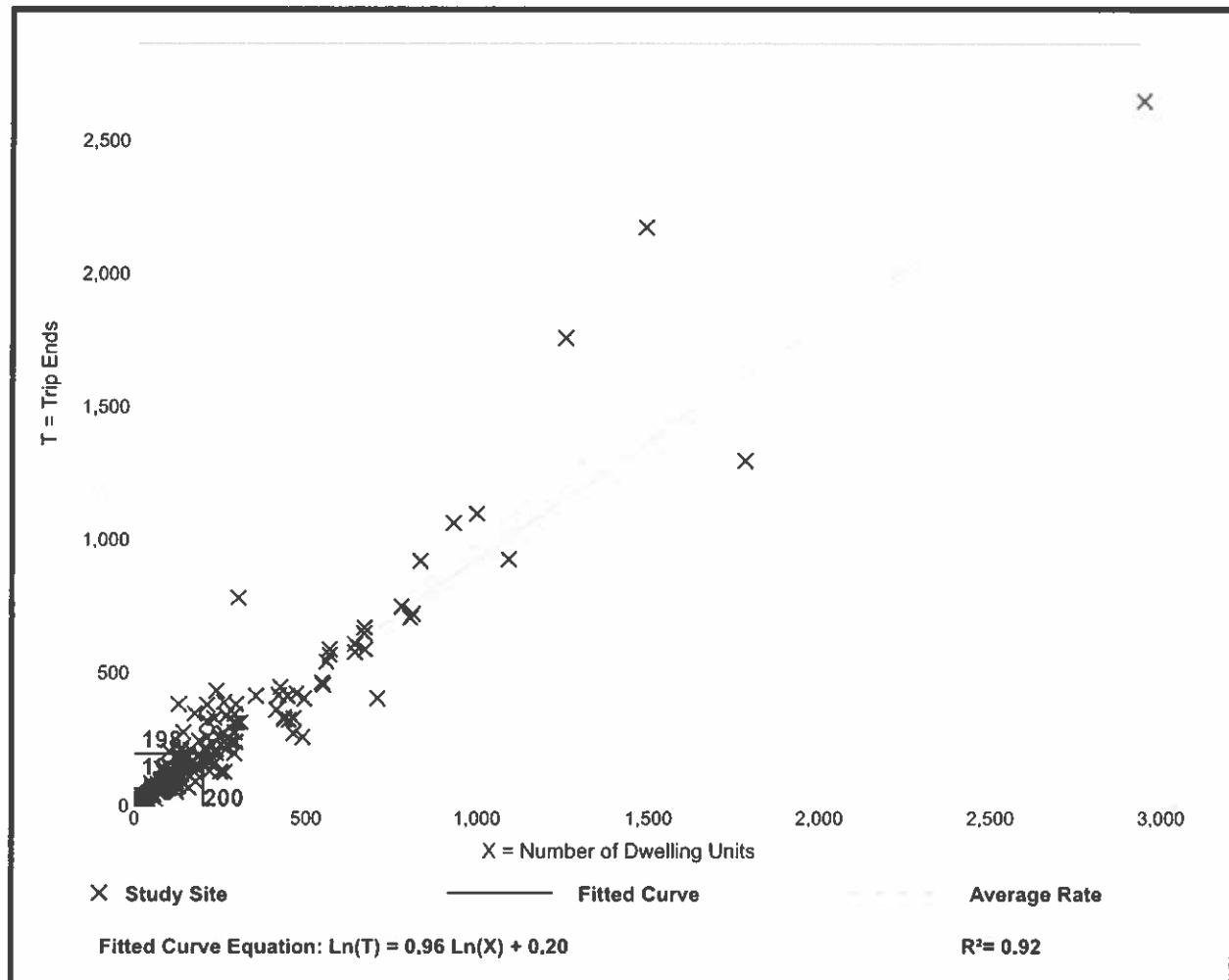
Avg. Num. of Dwelling Units: 242

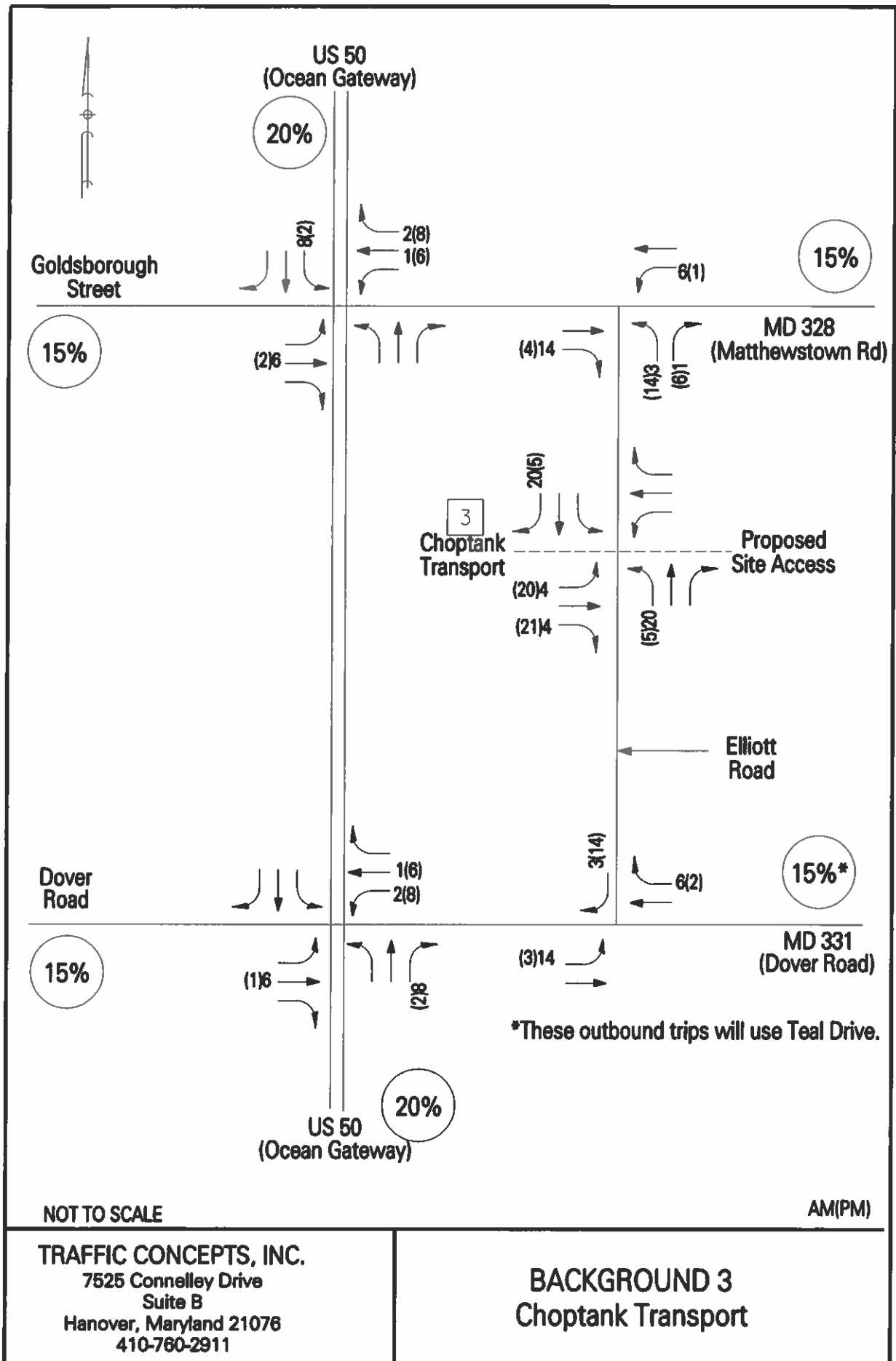
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

Data Plot and Equation





General Office Building (710)

Vehicle Trip Ends vs: Employees

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 19

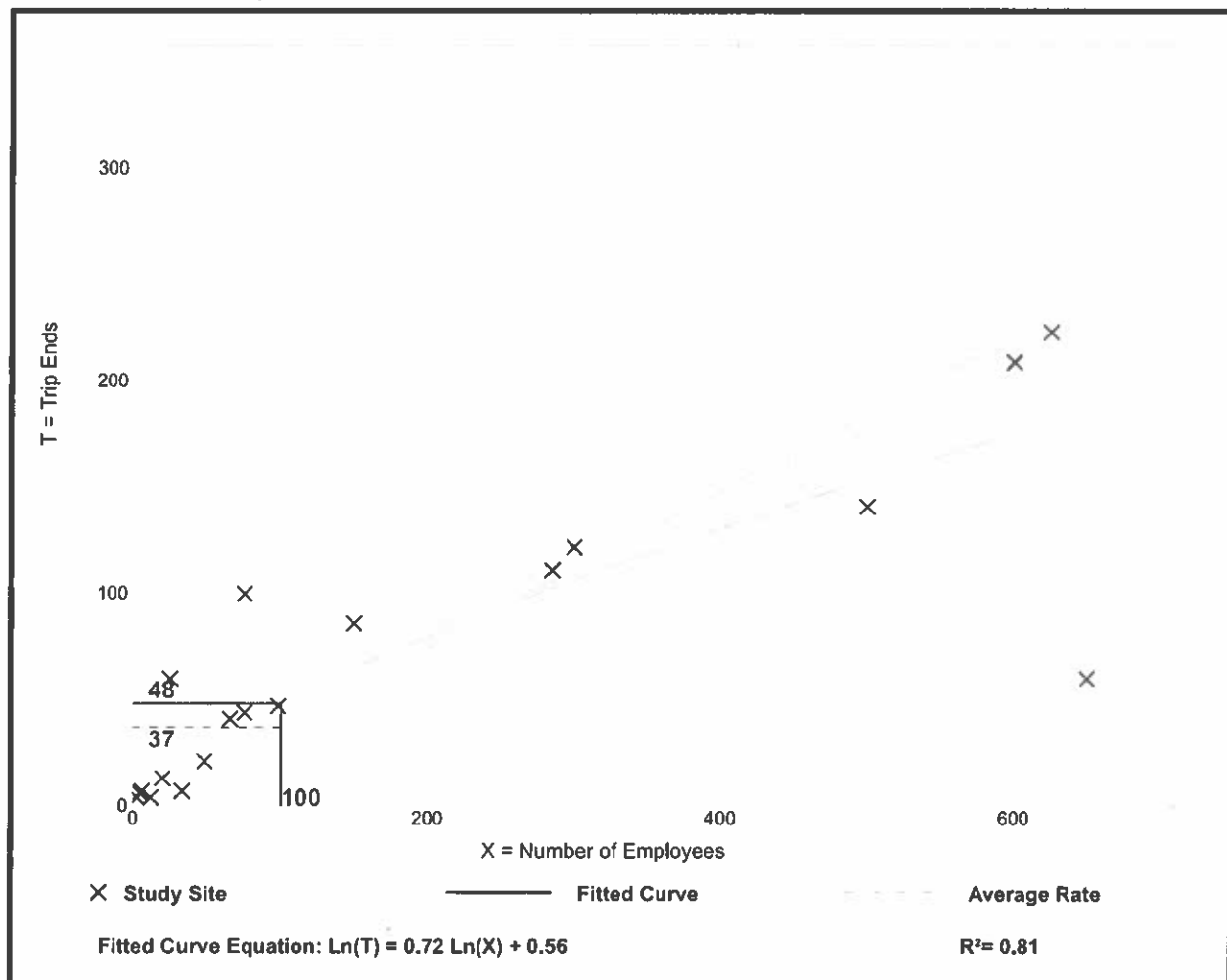
Avg. Num. of Employees: 188

Directional Distribution: 83% entering, 17% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.37	0.09 - 2.40	0.27

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: Employees

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 20

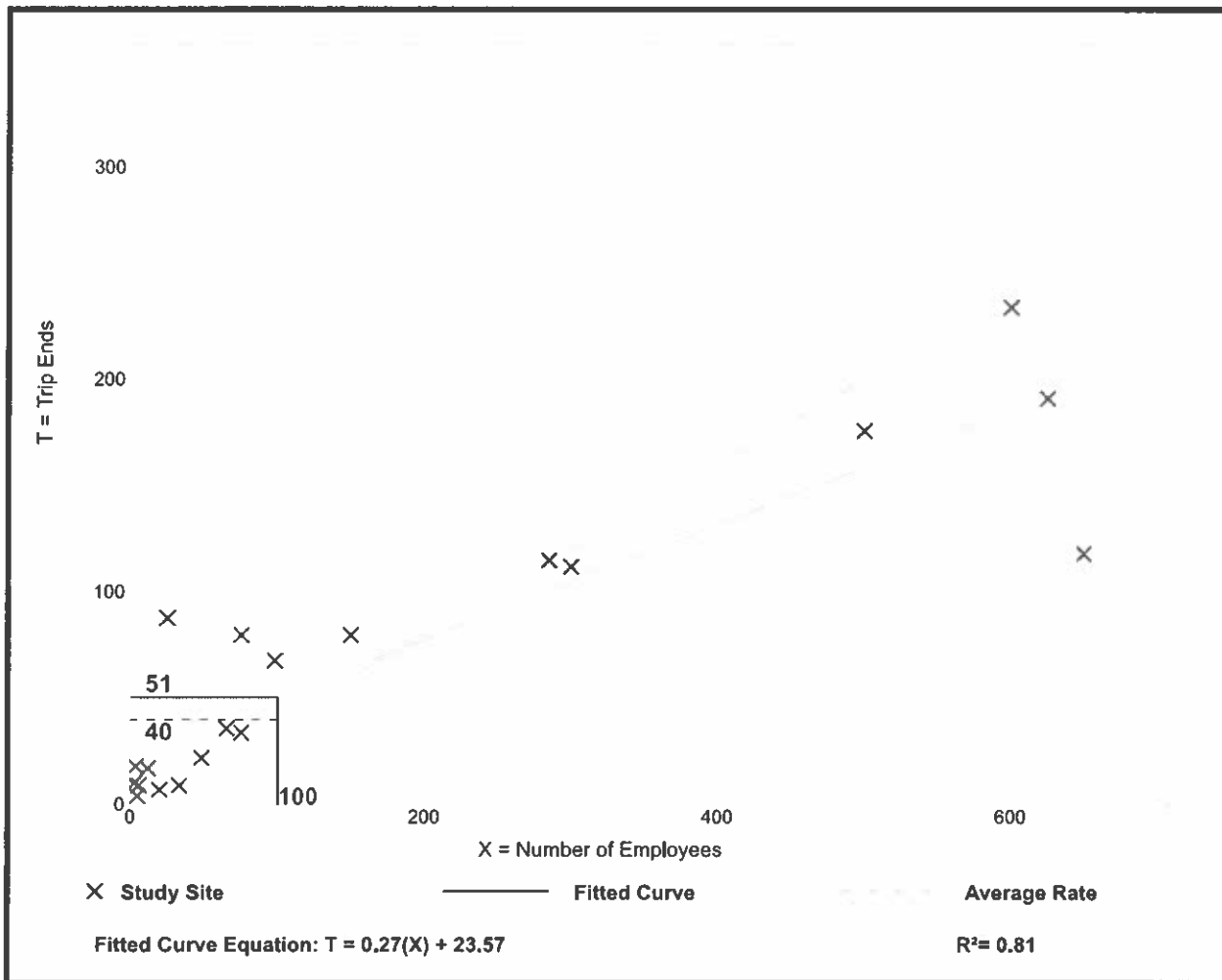
Avg. Num. of Employees: 179

Directional Distribution: 20% entering, 80% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.40	0.18 - 4.50	0.36

Data Plot and Equation



APPENDIX IV

TRAFFIC COUNT DATA

County:	TALBOT	Municipality:	NONE	
Prefix:	MD	Route NO:	328	Mile Point: 0.5
Location:	MD328-.50 MI E OF US50			
Begin Sect:	0	End Sect:	6.51	
Station Desc:	US 50 TO LEWISTOWN RD			
Func Class:	17-URBAN COLLECTOR	Location ID:	B3821	

Year	AADT	AAWDT	Single Unit	Combination Unit	K Factor	D Factor	North East Split	South West Split	Dir In Peak Hour
2020	8,552	9,242	5	1	8.55	64.58	50.03	49.97	EAST
2019	10,241	10,861	5	1	8.55	64.58	50.03	49.97	EAST
2018	10,240	10,960	5	1	8.55	64.58	50.03	49.97	EAST
2017	10,452	11,182	6	1	8.91	62.86	49.32	50.68	EAST
2016	10,201	10,921	6	1	8.91	62.86	49.32	50.68	EAST
2015	10,010	10,710	6	1	8.91	62.86	49.32	50.68	EAST
2014	10,132	10,842	7	1	8.86	62.42	49.36	50.64	EAST
2013	10,161	10,971	7	1	8.86	62.42	49.36	50.64	EAST
2012	10,140	10,950	6	1	8.86	62.42	49.36	50.64	EAST
2011	10,332	11,162	5	1	8.77	60.32	49.99	50.01	EAST

Note

<u>AADT:</u>	Annual Average Daily Traffic is the number of vehicles expected to pass a given location on an average day of the year.
<u>AAWDT:</u>	Annual Average Weekday Traffic is the number of vehicles expected to pass a given location on an average Weekday (Monday – Friday).
<u>Single Unit:</u>	Percentage of Trucks (FHWA Classes 4 -7).
<u>Combination Unit:</u>	Percentage of Trucks (FHWA Classes 8-13).
<u>K Factor:</u>	Proportion of Annual Average Daily Traffic occurring in the 30th highest hour volume for Continuous count station and Peak hour volume for Short duration count stations.
<u>D Factor:</u>	Percentage of traffic moving in the peak direction during the 30th highest hour volume for Continuous count station and Peak hour volume for Short duration count stations.
<u>North East Split:</u>	Percentage of traffic in the North or East Direction.
<u>South West Split:</u>	Percentage of traffic in the South or West Direction.
<u>Peak Hour Direction:</u>	The direction with largest volume in the peak hour.

County:	TALBOT	Municipality:	NONE	
Prefix:	US	Route NO:	50	Mile Point: 12
Location:	US50-.50 MI E OF MD331			
Begin Sect:	8.72	End Sect:	14.65	
Station Desc:	MD 322 to MD 565/Landing Neck Rd			
Func Class:	14-URBAN OTHER PRINCIPAL ARTERIAL	Location ID:	B3812	

Year	ADT	AAWDT	Single Unit	Combination Unit	K Factor	D Factor	North East Split	South West Split	Dir in Peak Hour
2020	31,763	33,033	8	5	7.31	52.5	53.07	46.93	EAST
2019	38,362	39,902	7	4	7.31	52.5	53.07	46.93	EAST
2018	37,901	39,801	7	4	7.31	52.5	53.07	46.93	EAST
2017	38,130	40,040	5	3	7.31	52.5	53.07	46.93	EAST
2016	35,812	38,322	7	5	7.38	51.28	50.34	49.66	EAST
2015	35,071	37,531	7	5	7.38	51.28	50.34	49.66	EAST
2014	33,660	36,020	7	5	7.38	51.28	50.34	49.66	EAST
2013	23,542	25,432	9	5	7.32	51.88	47.93	52.07	EAST
2012	23,631	25,521	9	5	7.32	51.88	47.93	52.07	EAST
2011	23,560	25,450	6	4	7.32	51.88	47.93	52.07	EAST

Note

ADT:	Annual Average Daily Traffic is the number of vehicles expected to pass a given location on an average day of the year.
AAWDT:	Annual Average Weekday Traffic is the number of vehicles expected to pass a given location on an average Weekday (Monday – Friday).
Single Unit:	Percentage of Trucks (FHWA Classes 4 -7).
Combination Unit:	Percentage of Trucks (FHWA Classes 8-13).
K Factor:	Proportion of Annual Average Daily Traffic occurring in the 30th highest hour volume for Continuous count station and Peak hour volume for Short duration count stations.
D Factor:	Percentage of traffic moving in the peak direction during the 30th highest hour volume for Continuous count station and Peak hour volume for Short duration count stations.
North East Split:	Percentage of traffic in the North or East Direction.
South West Split:	Percentage of traffic in the South or West Direction.
Peak Hour Direction:	The direction with largest volume in the peak hour.

PEAK HOUR TURNING MOVEMENT COUNT

INTERSECTION: US 50 @ MD 328 (GOLDSBOROUGH ST)

COUNTY: TALBOT

COUNT BY: B.SMITH

DATE: SEPTEMBER 8, 2021

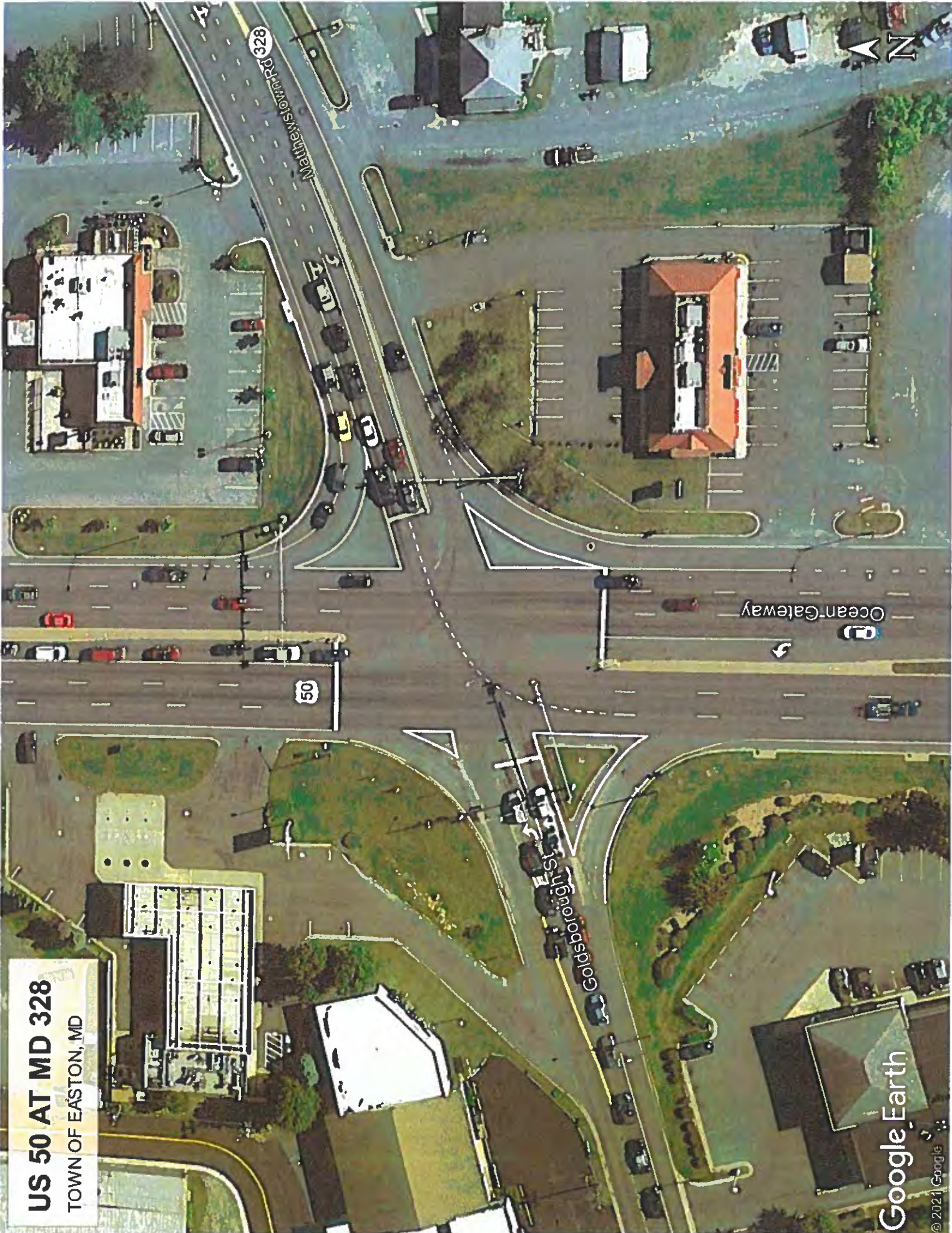
WEATHER: CLEAR

DAY: WEDNESDAY

TIME	US 50 NORTHBOUND			US 50 SOUTHBOUND			GOLDSBOROUGH ST EASTBOUND			MD 328 WESTBOUND			TOTAL
	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	
AM													
7:00-7:15	18	223	32	20	184	10	10	10	9	75	24	26	641
7:15-7:30	23	229	28	17	247	11	12	23	10	113	44	39	796
7:30-7:45	21	228	34	17	212	19	10	29	19	105	55	40	789
7:45-8:00	29	274	39	18	226	27	20	40	31	85	66	43	898
8:00-8:15	21	225	40	23	225	10	21	37	25	82	59	40	808
8:15-8:30	19	224	41	28	201	11	12	30	13	66	46	54	745
8:30-8:45	16	212	34	27	205	11	12	39	19	47	31	46	699
8:45-9:00	11	227	24	28	203	17	14	27	16	55	42	35	699
PEAK HR 7:15-8:15 TOTALS	94	956	141	75	910	67	63	129	85	385	224	162	PHF 0.92
PM													
4:00-4:15	24	192	78	53	239	13	21	70	23	33	31	37	814
4:15-4:30	19	246	76	65	264	11	16	84	33	36	32	35	917
4:30-4:45	19	222	81	50	239	15	15	77	17	39	46	43	863
4:45-5:00	20	233	90	63	251	15	15	71	22	55	42	35	912
5:00-5:15	18	240	89	50	244	17	23	76	24	50	37	31	899
5:15-5:30	16	225	70	49	239	16	15	66	20	39	49	43	847
5:30-5:45	15	211	62	45	185	14	11	65	24	35	44	34	745
5:45-6:00	15	181	43	32	181	14	14	50	13	47	32	36	658
PEAK HR 4:15-5:15 TOTALS	76	941	336	228	998	58	69	308	96	180	157	144	PHF 0.98

TRAFFIC CONCEPTS, INC.
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M.13793



US 50 AT MD 328

TOWN OF EASTON, MD

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PEAK HOUR TURNING MOVEMENT COUNT

INTERSECTION: US 50 @ MD 331 (DOVER RD)

COUNTY: TALBOT

COUNT BY: B.SMITH

DATE: SEPTEMBER 8, 2021

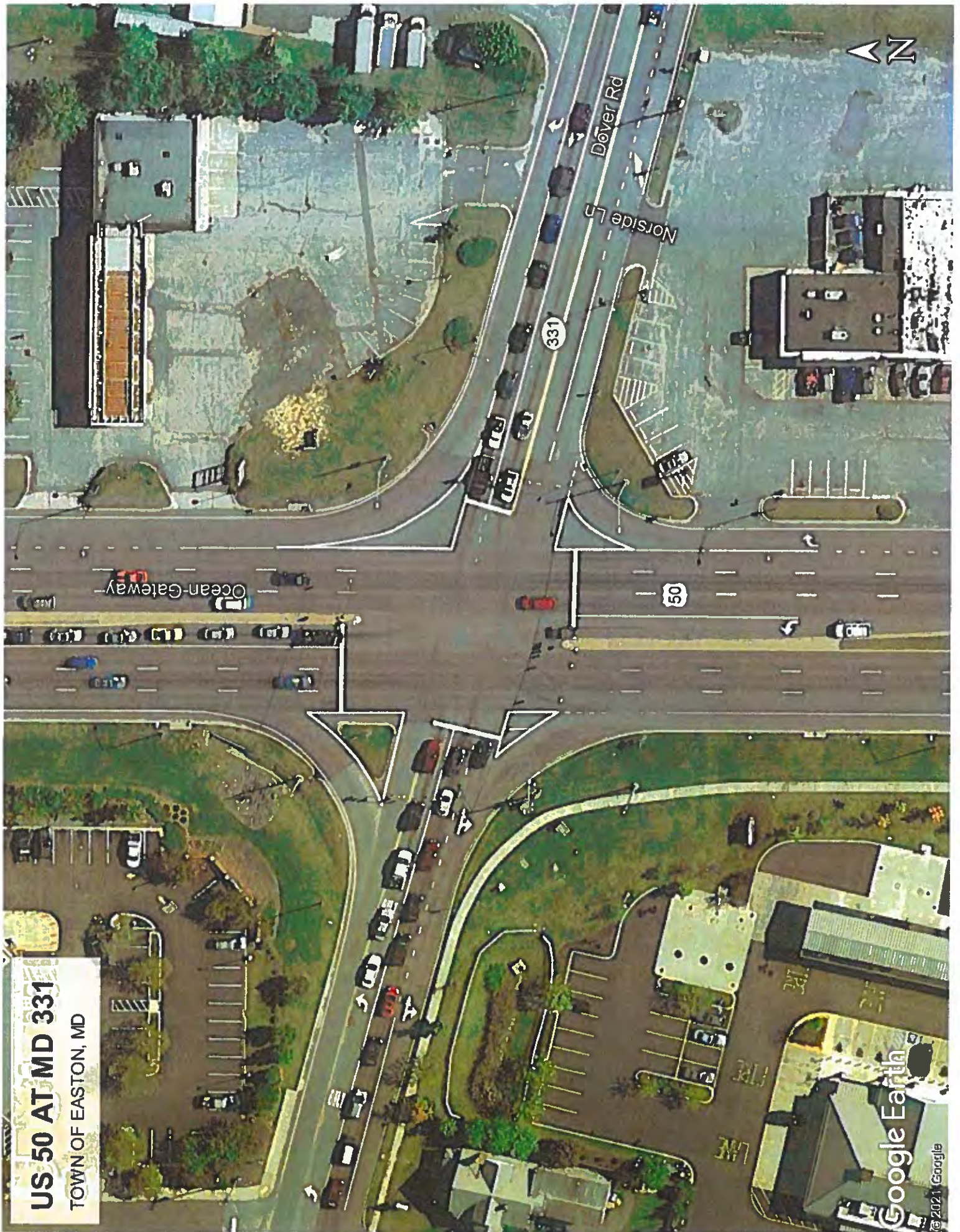
WEATHER: CLEAR

DAY: WEDNESDAY

TIME	US 50 NORTHBOUND			US 50 SOUTHBOUND			DOVER RD EASTBOUND			MD 331 WESTBOUND			TOTAL
	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	
AM													
7:00-7:15	16	175	28	23	196	24	23	31	10	47	41	55	669
7:15-7:30	14	179	53	22	286	52	23	17	15	84	48	71	864
7:30-7:45	13	208	56	40	265	35	22	38	10	86	62	88	923
7:45-8:00	20	200	70	25	284	47	20	49	13	76	44	87	935
8:00-8:15	22	185	62	27	275	57	33	30	10	84	59	75	919
8:15-8:30	16	218	58	22	212	33	51	36	13	67	46	64	836
8:30-8:45	14	191	52	22	207	27	23	32	21	61	39	55	744
8:45-9:00	19	167	55	18	229	30	25	36	13	76	45	49	762
PEAK HR 7:15-8:15 TOTALS	69	772	241	114	1110	191	98	134	48	330	213	321	PHF 0.97
PM													
4:00-4:15	19	219	85	48	256	26	37	66	25	71	48	35	935
4:15-4:30	15	224	83	69	259	25	40	87	26	73	44	25	970
4:30-4:45	13	249	109	57	248	33	30	68	32	72	62	31	1004
4:45-5:00	17	214	86	59	273	27	56	81	28	77	47	45	1010
5:00-5:15	20	238	78	52	239	39	42	63	20	89	56	42	978
5:15-5:30	19	216	57	58	226	32	40	80	22	75	64	46	935
5:30-5:45	15	201	66	38	199	22	35	64	16	95	64	40	855
5:45-6:00	16	178	51	39	219	30	33	42	16	83	56	33	796
PEAK HR 4:15-5:15 TOTALS	65	925	356	237	1019	124	168	299	106	311	209	143	PHF 0.98

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US 50 AT MD 331

TOWN OF EASTON, MD

PEAK HOUR TURNING MOVEMENT COUNT

INTERSECTION: MD 328 (MATTHEWSTOWN RD) @ ELLIOTT RD

COUNTY: TALBOT

COUNT BY: CAMERA (B.SMITH)

DATE: SEPTEMBER 8, 2021

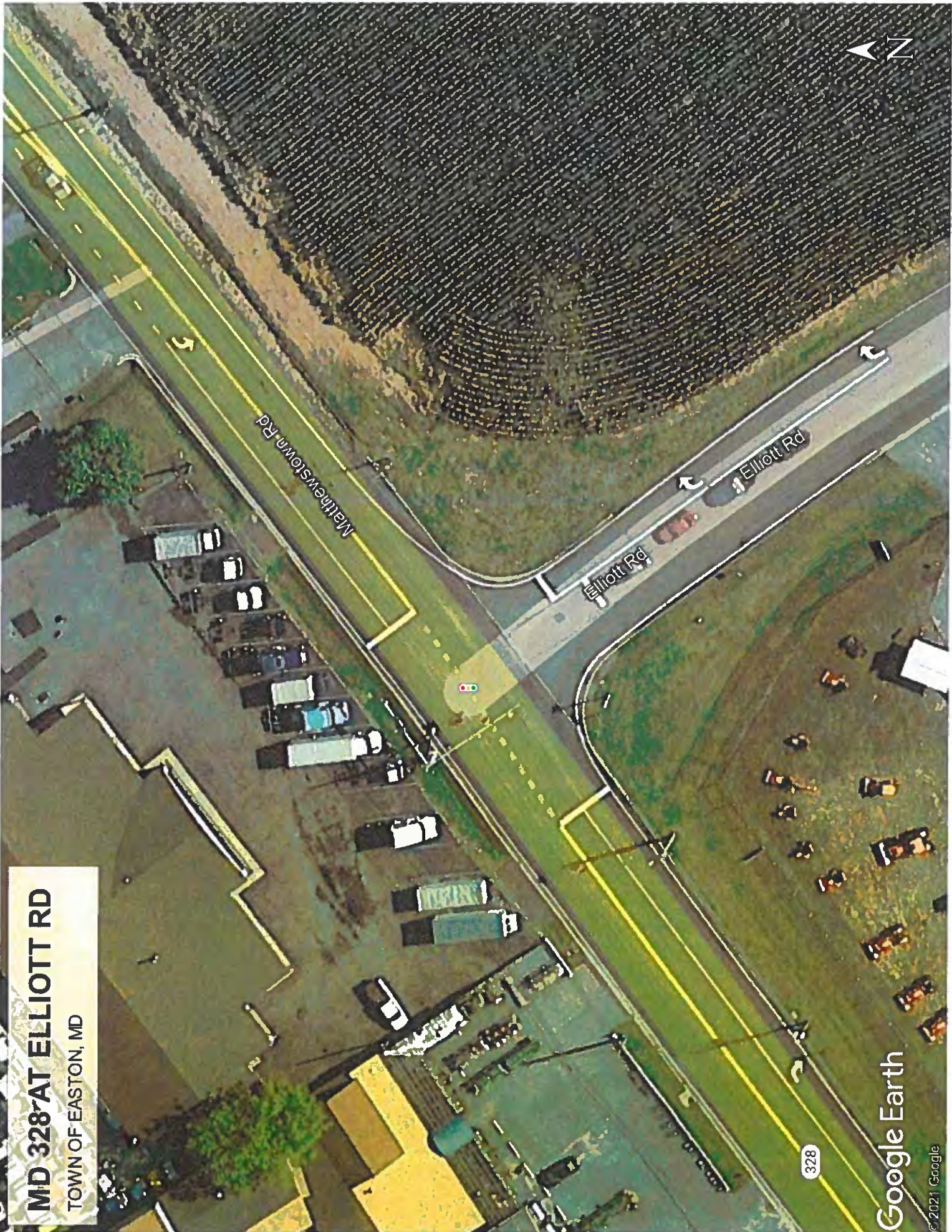
WEATHER: CLEAR

DAY: WEDNESDAY

TIME	ELLIOTT RD NORTHBOUND			SOUTHBOUND			MD 328 EASTBOUND			MD 328 WESTBOUND			TOTAL
	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	
AM													
7:00-7:15	12		7					48	20	15	118		220
7:15-7:30	26		11					40	20	20	190		307
7:30-7:45	22		9					51	31	24	192		329
7:45-8:00	27		19					62	38	31	187		364
8:00-8:15	33		17					59	34	33	135		311
8:15-8:30	37		11					64	33	17	132		294
8:30-8:45	33		11					52	52	17	117		282
8:45-9:00	36		14					50	36	18	91		245
PEAK HR 7:15-8:15 TOTALS	108		56					212	123	108	704		PHF 0.90
PM													
4:00-4:15	50		49					114	77	23	66		379
4:15-4:30	48		36					132	91	26	64		397
4:30-4:45	55		46					119	79	29	85		413
4:45-5:00	46		61					124	93	30	94		448
5:00-5:15	58		51					130	93	25	77		434
5:15-5:30	58		47					106	77	25	93		406
5:30-5:45	44		46					100	66	21	75		352
5:45-6:00	40		41					67	58	21	76		303
PEAK HR 4:30-5:30 TOTALS	217		205					479	342	109	349		PHF 0.95

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MD 328 AT ELLIOTT RD

TOWN OF EASTON, MD

328

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PEAK HOUR TURNING MOVEMENT COUNT

INTERSECTION: MD 331 (DOVER RD) @ ELLIOTT RD

COUNTY: TALBOT

COUNT BY: CAMERA (B.SMITH)

DATE: SEPTEMBER 8, 2021

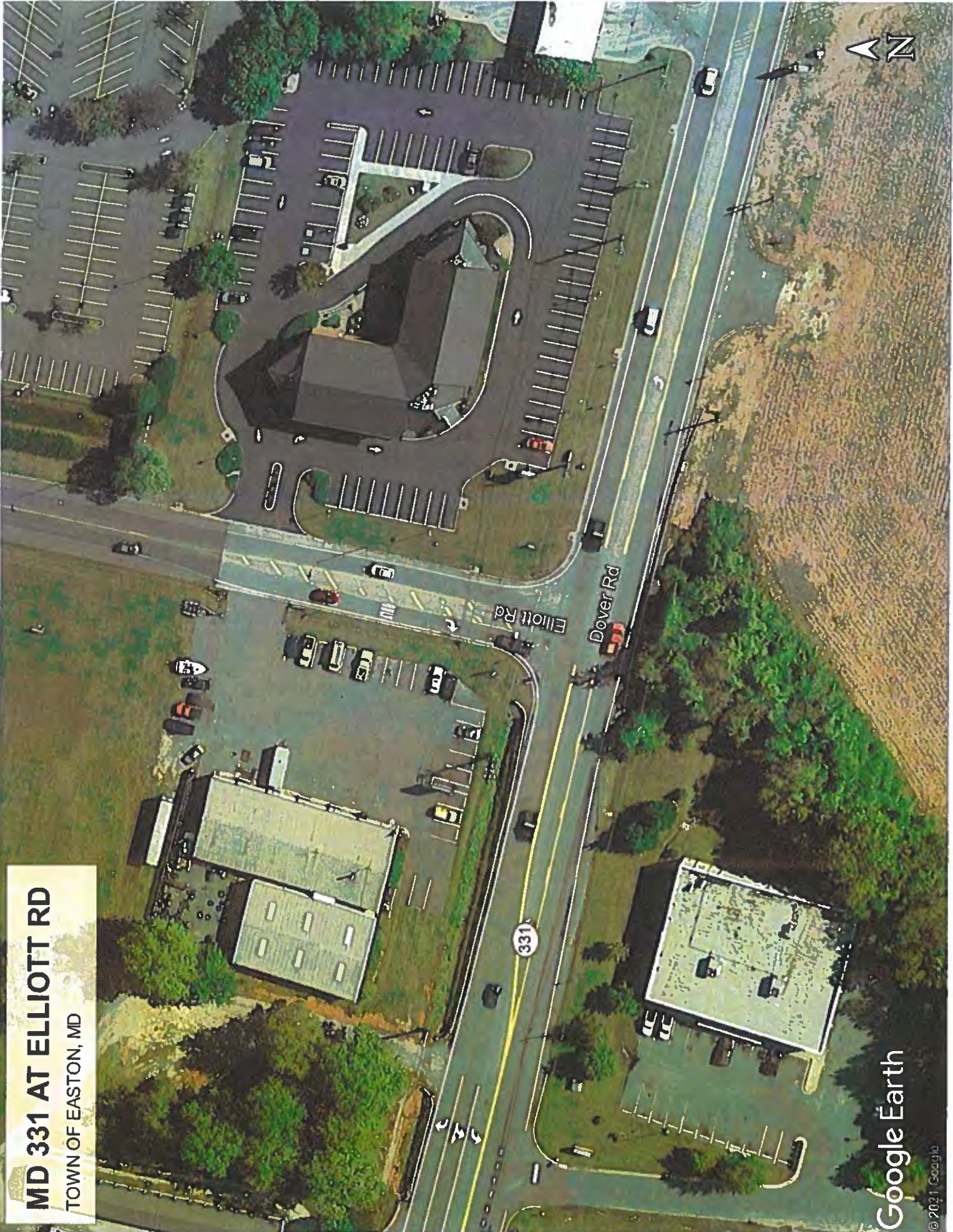
WEATHER: CLEAR

DAY: WEDNESDAY

TIME	NORTHBOUND			ELLIOTT RD SOUTHBOUND			MD 331 EASTBOUND			MD 331 WESTBOUND			TOTAL
	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	LEFT	THRU	RIGHT	
AM													
7:00-7:15				2		17	20	67			133	5	244
7:15-7:30				0		19	26	75			212	4	336
7:30-7:45				0		16	31	98			237	7	389
7:45-8:00				0		23	46	102			225	3	399
8:00-8:15				0		33	55	89			175	6	358
8:15-8:30				0		31	35	78			152	7	303
8:30-8:45				0		35	39	70			145	4	293
8:45-9:00				0		34	48	75			155	5	317
PEAK HR 7:15-8:15 TOTALS				0		91	158	364			849	20	PHF 0.93
PM													
4:00-4:15				0		53	71	131			105	13	373
4:15-4:30				0		57	76	165			99	12	409
4:30-4:45				0		84	78	173			111	7	453
4:45-5:00				0		64	82	147			95	5	393
5:00-5:15				0		67	76	142			118	5	408
5:15-5:30				0		59	54	131			111	5	360
5:30-5:45				0		53	72	105			150	9	389
5:45-6:00				0		73	44	98			103	7	325
PEAK HR 4:15-5:15 TOTALS				0		272	312	627			423	29	PHF 0.92

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MD 331 AT ELLIOTT RD

TOWN OF EASTON, MD

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APPENDIX V

**SITE PLAN &
SITE TRIP DATA**

Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

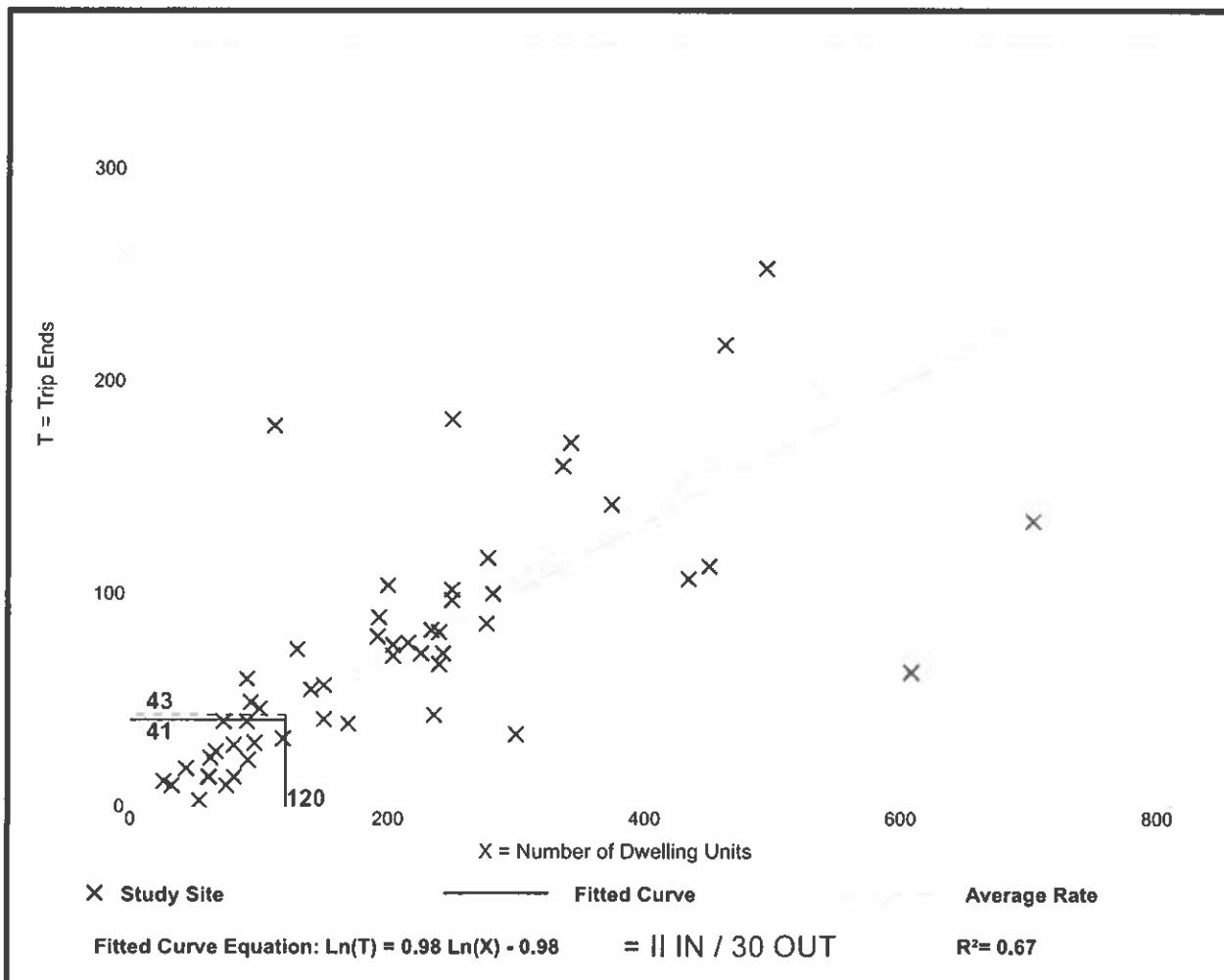
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 60

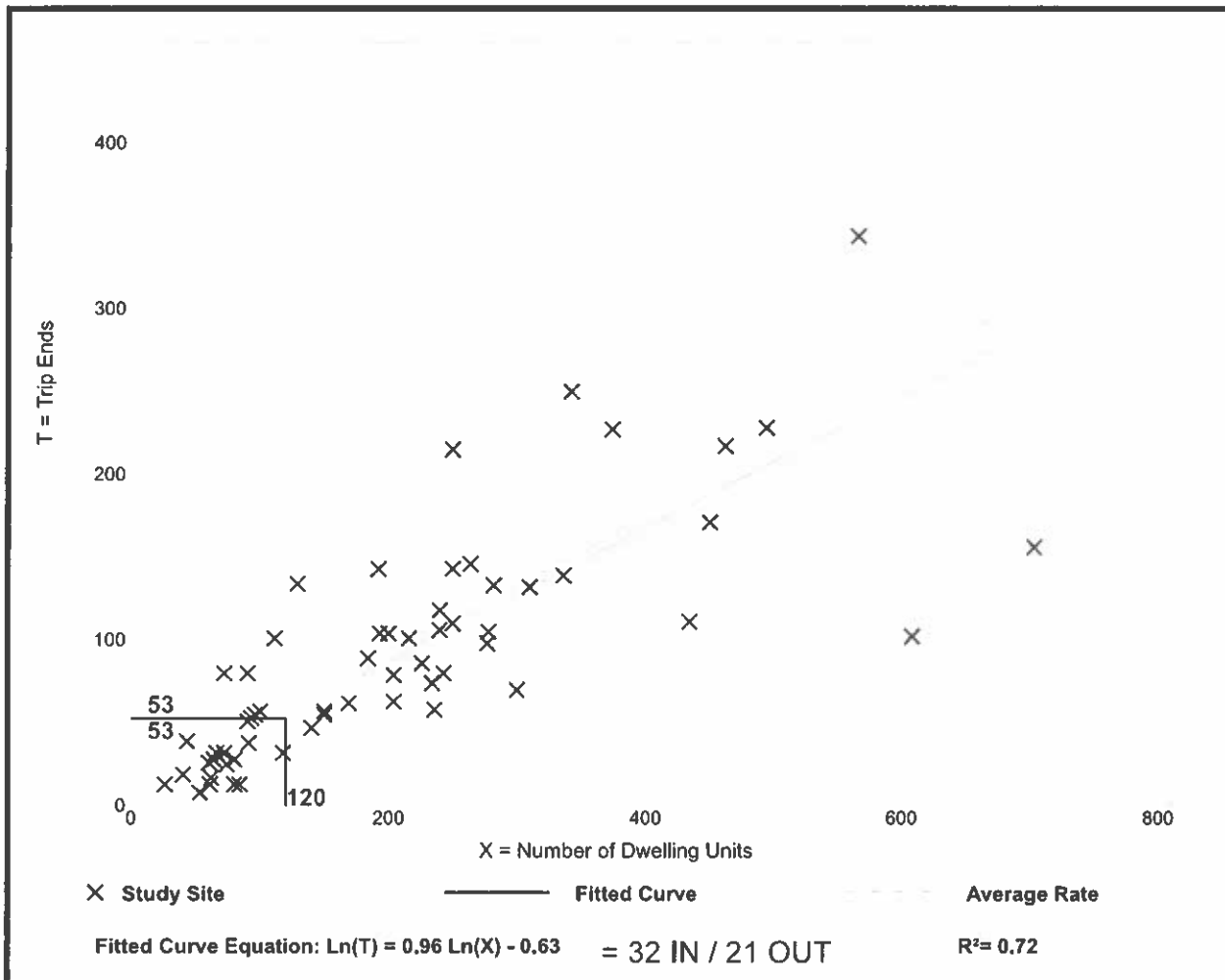
Avg. Num. of Dwelling Units: 208

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



October 31, 2023

Jama Carey
Project Manager
Traffic Concepts, Inc.
7525 Connelley Drive, Suite B
Hanover, Maryland 21076

RE: Talbot County
MD 328, Matthewstown Road
Roughley Family Realty Business Trust Residential Development
SHA Tracking No. 23apta002xx
Mile Point: 0.18

Dear Mrs. Carey:

Thank you for the opportunity to review the Traffic Impact Study (TIS) submittal for the proposed Roughley Family Realty Business Trust Residential Development located along Eastbound MD 328 within the town limits of Easton in Talbot County. The Maryland Department of Transportation State Highway Administration (SHA) has reviewed the TIS, and we are pleased to offer the following recommendations:

District Traffic: (Charlie Coppage)

- Re-striping of MD 328 at US 50 to allow for more left turn storage.

Regional and Intermodal Planning Division (RIPD): (Benjamin Allen)

- The State's fiscally constrained FY 2023-2028 Consolidated Transportation Program (CTP) includes projects under construction and/or development and evaluation. The CTP includes a Planning and Environmental Linkages (PEL) study along MD 328, from US 50 to Black Dog Alley, to study the corridor's safety, access, and mobility needs. As part of this study, the County is interested in addressing the lack of pedestrian and bicycle facilities to account for future residential development within the corridor. The PEL study was initiated in the Winter of 2023 and is anticipated to extend through the Spring of 2024. RIPD recommends coordination with SHA as the PEL study progresses to ensure that specific corridor needs are addressed (as appropriate) as part of this development project. Please contact SHA Project Management Division Team Leader, Carmeletta Harris, at 410-545-8522 or charris@mdot.maryland.gov for coordination.

- The State's fiscally unconstrained Highway Needs Inventory (HNI), the State's long-range plan, includes projects that are critical to Maryland's transportation needs. The HNI includes a multi-lane reconstruct project along MD 328 (Mathewstown Road), from US 50 to Beans Road. If and when such improvements proceed, they may impact right-of-way.
- The segment of MD 328 is included in the SHA Bike Spine Network. It is recommended that any needed roadway improvements include appropriate bicycle accommodations. Any work performed on or adjacent to the SHA Bicycle Spine Network should safely accommodate bicycle access throughout construction. In the event that this is not feasible, an alternative plan that will minimize bicyclist roadway use obstruction must be approved by SHA. Coordination with RIPD occurs for any development that may impact bicyclists, specifically through the Bike Pedestrian Planner, Molly Porter, who can be reached at mporter@mdot.maryland.gov or 410-545-5673.

Traffic Forecasting and Analysis Division (TFAD): (Elham Shayanfar)

- The turning movement counts for the study intersection were performed in September 2021. Based on SHA TIS Guidelines, counts older than two years will not be accepted while counts between one and two years old may be used if adjusted to the current year. Please address.
- On page 7, for regional growth rate section, this TIS states that "based on the examination of the traffic data for the past three years (pre-covid), traffic volumes have remained stable and therefore a growth rate was not applied to the exiting traffic volumes". TFAD does not agree with this assumption. Based on the travel demand model for this region, an annual linear growth rate of 1% should be used for all roadways in the study. It's not appropriate to use 0% growth rate since the study roadways are used as commuter routes.
- On page 7, Background development section, this TIS states that the peak hour trips listed below were determined with ITE Trip Generation Manual 10th edition. Please clarify why the latest version (11th edition) of ITE was not used to develop the background volumes.
- On page 15, Exhibit 8 Total Future Traffic volumes, please double check the volumes. Some of the volumes are off by 2-3 vehicles. For example, the NBL from Elliot Road onto MD 328 should be 124, while it's shown as 121.
- On Page 16, please provide the queuing results for MD328 @ Elliot Road and MD 331 @ Elliot Road.

Traffic Development and Support Division (TDSD): (Yeshitla Argaw)

- Westbound left turn bay for US 50 @ MD 331 is 130 feet not continuous.
- We would like to see the detail calculations for queuing for turn bays, not included in appendix.
- Please indicate the distance of the site access from MD 328 (Dover Road) and Elliot Road intersection.

District Access Comments:

Plan submittals should reflect the above comments. Please submit a revised Traffic Impact Study, a flash-drive and/or electronic submittal containing the TIS and supporting documentation in PDF format, a point-by-point response to reflect the comments noted above directly to Mr. Ken Fender at 615 Morgnec Road, Chestertown, MD 21620, attention of Mr. Henry R. Dierker III. Please reference the SHA tracking number on future submissions. Please keep in mind that you can view the reviewer and project status via the SHA Access Management web page at <https://roads.maryland.gov/mdotsha/pages/amd.aspx>.

If you have any questions or require additional information, please contact Mr. Henry R. Dierker III at 410-778-3061, by using our toll-free number (in Maryland only) at 1-800-637-9740 (x3244), or via hdierker@mdot.maryland.gov.

Sincerely,


Richard Baker
Assistant District Two Engineer-Traffic

RB (STM/HD)



TOWN OF EASTON
PLANNING & ZONING
14 S Harrison Street, Easton MD 21601

Date of Hearing: December 18, 2023

**TOWN COUNCIL
PUBLIC HEARING
STAFF REPORT**

SUBJECT: PUD Application on Lands of Elliott Road, LLC

ELECTION WARD: Ward 2

CRITICAL ACTION DATE: At the pleasure of the Commission

STAFF CONTACTS: Joseph Mayer, Plan Reviewer
Miguel Salinas, Director of Planning and Zoning

APPLICANT: Mallard Construction Group , Inc. and Elliott Road, LLC

DOCUMENT CREATED ON: December 13, 2023

PURPOSE: Mallard Construction Group, Inc. and Elliott Road, LLC (collectively as the Applicant), is requesting to amend their existing Planned Unit Development (PUD) to revise the approved 120-unit multifamily residential development with two 3-story apartment buildings and two 4-story apartment buildings in order to add an additional sixteen (16) units to the project, resulting in a total of 136 multifamily apartment units.

RECOMMENDATION:

Planning Commission: At the Planning Commission Public Hearing on September 21, 2023 meeting, the Commission forwarded (4-0) the application to the Town Council with a recommendation of approval with recommended conditions.

Staff: Staff notes to Council the outstanding issue outlined below. Should the Town Council approve the sketch site plan, staff recommends proposed conditions (see below).

APPLICATION INFORMATION:	
APPLICANT: Mallard Construction Group , Inc. Elliott Road, LLC	REPRESENTATIVE: Lane Engineering, LLC: Brett Ewing Elliott Road, LLC: Jim DiDonato
PARCELS/ACREAGE:	
Parcel Information	Acreage
Map 109, Grid 0000, Parcels 2866, Lot 9	6.84
ACCEPTANCE DATE: August 28, 2023	LOCATION: Elliott Road, Map 109, Parcel 2866
EXISTING ZONING PUD	EXISTING LAND USE: Residential
HISTORIC DISTRICT: Not Applicable	FUTURE LAND USE MAP: Commercial

CONTEXT:

Location/Site Access – The subject property located at the corner of Matthewstown Road and Elliott Road. The site's entrance will be accessed via Elliott Road.

Existing Conditions – The subject property is used for agricultural purposes.

Surrounding Properties

- 29407 Matthewstown Road - R-10A
- Pintail Drive, Parcel 4582 - BC
- 29466 Pintail Drive - CG
- 8275 Elliott Road - CG
- Elliott Road, Parcel 2864
- 8338 Elliott Road - CG
- 29368 Matthewstown Road - CG
- 29376 Matthewstown Road - CG
- 29382 Matthewstown Road - CG
- 29392 Matthewstown Road - CG

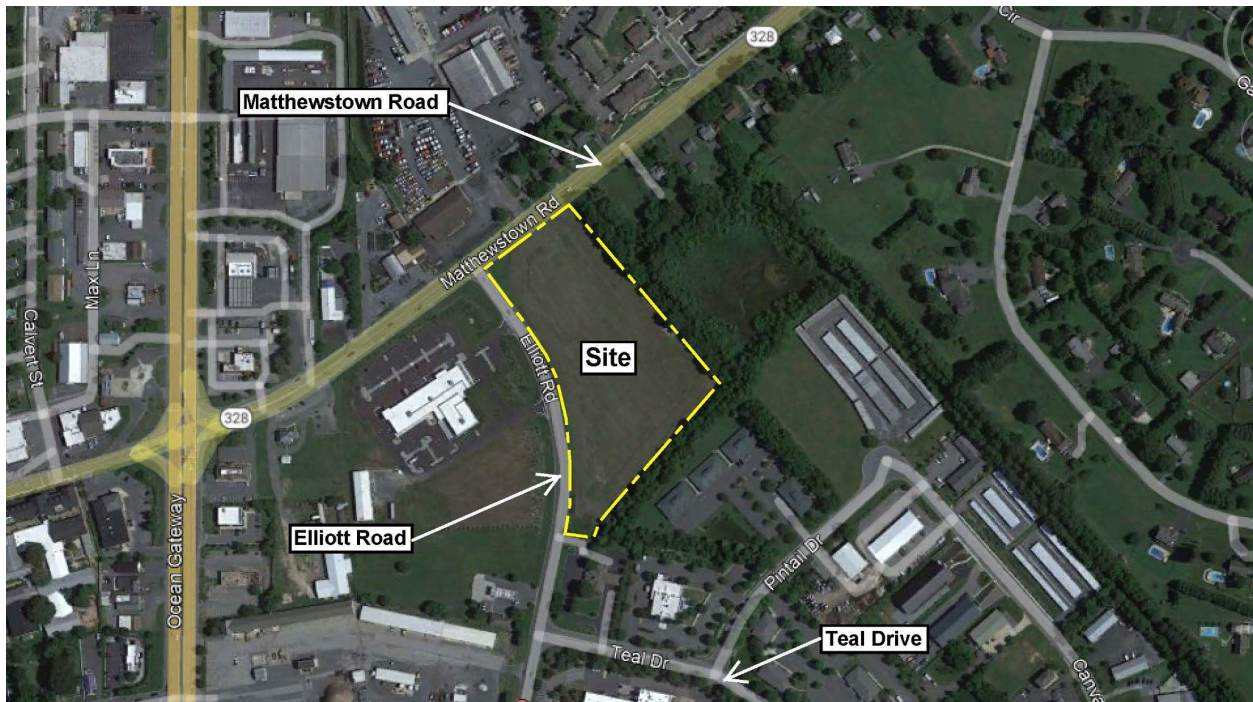


Figure 1: Vicinity Map

PROPOSAL: The Applicant is proposing to construct two 3-story apartment buildings and two 4-story apartment buildings with a total of 136 residential units and associated development infrastructure. Since approval of the initial PUD, sidewalks have been installed along the eastern side of Elliott Road to provide pedestrian access from residential developments in the area to retail businesses to the south. The Applicant is, as part of the initial approval, obligated to reimburse the Town for costs related to the sidewalk. Amenities on the property will include a community clubhouse, pickleball courts, pet exercise area, playground area, and open space, including a large passive field for resident use on the southern portion of the site. The Project initially proposed a pool adjacent to the amenities building and leasing office. However, the applicant is proposing to replace the pool with pickleball courts and a pet exercise area as now depicted by the site plan submitted with this narrative. The three-story buildings will include twelve (12) one-bedroom units, twelve (12) two-bedroom units, and six (6) three-bedroom units. The four-story buildings will include sixteen (16) one bedroom units, sixteen (16) two-bedroom units, and six (6) three-bedroom units. The current proposed density is 19.88 dwelling units per acre.

BACKGROUND:

Ordinance No.778

On March 27, 2022, the Town Council approved Ordinance No 778 granting the application of Mallard Construction Group, Inc. and JV Land Holdings, LLC for a Planned Unit Development (“PUD”) under the provisions of the Easton Zoning Ordinance (see Attachment One). The

ordinance authorized the construction of 120 multifamily units and various community improvements on the Property. The 120 units will be located in four, 3-story buildings with each building having thirty units. A combination of one, two, and three-bedroom units are proposed.

Easton Staff Development Review (ESDR)

The applicant submitted a revised ESDR application on August 21, 2023 for an amendment to the approved PUD to add 16 additional dwelling units.

PUD Amendment

The Planning Commission, at their September 21, 2023 meeting, recommended (4-0) to the Town Council approval for an amendment to Mallard Construction Group's existing PUD (Zoning Ordinance No. 778) to amend the previously approved Planned Unit Development (PUD) to add an additional sixteen (16) units to the approved 120-unit multifamily residential development, resulting in a total of 136 multifamily apartment units with the following recommended conditions:

1. The applicant shall monitor parking usage, and shall designate additional parking spaces to satisfy additional demand, if needed.
2. The applicant shall monitor the demand for electronic charging stations, and shall provide any necessary infrastructure to fulfill the demand.

The Commission also respectfully recommended that the applicant report market rates and other relevant affordable housing data to the Town of Easton Affordable Housing Board and Town staff on an annual basis.

Note

The initial meeting for Town Council review/approval was scheduled for the November 20, 2023 meeting. The applicant's attorney, Brendan Mullaney, withdrew the project from the Agenda on November 6, 2023 in order to address the SHA comments prior to a hearing taking place.

OUTSTANDING ISSUES:

1. Traffic Impact Analysis - The revised March 2023 Traffic Impact Analysis (TIA) and Traffic Memo, summarizing the traffic trips generated by the apartments, were submitted by the applicant on August 2, 2023. The document noted that the additional AM and PM trips generated between the approved 120 apartment units and the proposed 136 apartment units are minimal. The Maryland Department of Transportation State Highway Administration (SHA) reviewed the Traffic Impact Analysis (TIA) and provided a review letter on October 31, 2023. SHA provide the following recommendations:

- District Traffic requires re-striping of MD 328 at US 50 to allow for more left turn storage.
- Regional and Intermodal Planning Division (RIPD) had several recommendations: a) coordination with SHA as the Planning and Environmental Linkages (PEL) study progresses to ensure that specific corridor needs are addressed (as appropriate) as part of this development project, b) address potential right-of-way impacts from the State's

Highway Needs Inventory (HNI) long range plan that includes a multi-lane reconstruct project along MD 328 (Matthewstown Road), from US 50 to Beans Road, c) coordinate with RIPD for any development that may impact the SHA Bike Spine Network along the segment of MD 328.

- The Traffic Forecasting and Analysis Division (TFAD) had several comments: a) the turning movement counts for the study intersection were performed in September 2021. Based on SHA TIS Guidelines, counts older than two years will not be accepted while counts between one and two years old may be used if adjusted to the current year, b) based on the travel demand model for this region, an annual linear growth rate of 1% should be used for all roadways in the study. It's not appropriate to use 0% growth rate since the study roadways are used as commuter routes, c) clarify why the latest version (11th edition) of ITE was not used to develop the background volumes and check Exhibit 8 Total Future Traffic volumes as some of the volumes are off by 2-3 vehicles. For example, the NBL from Elliot Road onto MD 328 should be 124, while it's shown as 121 and provide the queuing results for MD328 @ Elliot Road and MD 331 @ Elliot Road.
- The Traffic Development and Support Division (TDSD) commented: a) the Westbound left turn bay for US 50 @ MD 331 is 130 feet not continuous, b) provide detailed calculations for queuing for turn bays not included in the appendix, and c) indicate the distance of the site access from MD 328 (Dover Road) and Elliot Road intersection

As of December 4, 2023, the applicant has not addressed the October 31, 2023 review comments from the Maryland Department of Transportation State Highway Administration for the Traffic Impact Analysis (TIA).

ZONING ANALYSIS:

A. Purpose and Intent

Section 28-701 A.

The purpose of a PUD District is to provide for carefully planned residential, mixed use and certain commercial developments at appropriate locations within the Town of Easton. It is the intent of this Section 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.

Not all locations in the Town are suitable for PUD development and the nature, size, scale or intensity of proposed uses may cause a particular site not to be suitable for a specific PUD proposal. Therefore, there is no general presumption that an application for such a use at a particular location is valid, inures to the general benefit of the Town or is in compliance with the Town's Comprehensive Plan. Instead, each application will be evaluated according to its particular location and the degree to which the developer is willing or able to propose a

development plan which furthers the goals and objectives of this Section and the Ordinance generally.

B. Location

Section 28-701 B. The PUD is a floating zone. That means that while provisions and regulations are made to govern development within any PUD District, no such District will be pre-mapped on the Zoning Map. A PUD District may be established in any parent zoning district provided the requirements outlined in this subsection are met.

Analysis - According to § 28-701.I of the Zoning Ordinance, proposed increases in residential density to an approved PUD is a material amendment, which is subject to review by the Planning Commission and Town Council according to the procedures set forth in § 28-701. The process for reviewing a material amendment to a PUD Amendment is similar to that for a site plan except that it requires approval of the Town Council. The plan that you review basically serves as the sketch-level submission.

The current process of the Town of Easton Zoning Ordinance is for the Planning and Zoning Commission to review the material submitted and forward a recommendation to the Mayor and Town Council. The Council may include recommended changes to the PUD sketch plan or recommended conditions of approval that the Commission deems necessary to better insure compliance with the Comprehensive Plan. In reaching its conclusion, the Commission made recommendations addressing the factors, development standards, and policy analysis as outlined below.

C. Off-Street Parking

28-1001.3 Parking Requirements

	Use/Activity	Minimum Vehicle Spaces	Maximum Vehicle Spaces	Minimum Bicycle Spaces	Notes
--	--------------	------------------------	------------------------	------------------------	-------

	Residential Buildings				
4	Multifamily	1 per du	2 per du	0.5 per du	

Total Site Parking Required:

Multifamily:

1 Space per dwelling unit required-Minimum
136 units x 1 = 136 spaces required-Minimum
2 Space per dwelling unit required-Maximum
136 units x 2 = 272 spaces required-Maximum
Total spaces provided: 178

Bicycle Spaces:

0.5 per dwelling unit required
136 units x 0.5 = 68 bicycle spaces
Total bicycle spaces required: 68

Analysis- The total minimum spaces required is 136 spaces. The site provides 178 spaces.

D. DEVELOPMENT STANDARDS

Section 28-701.G.

Applications for any type of Planned Unit Development shall meet the following requirements:

(1) The area proposed for a planned unit development shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of the property included in the development plan. Applicant's response: *The Property is owned by a single entity and the owner will appear at necessary hearings in this matter.*

(2) The site shall be of a configuration suitable for the development proposed. Applicant's response: *The site includes 6.840 acres and has direct access onto Elliott Road. The planned layout and site design proposed provide for a functional and well-designed residential community. The configuration proposed restricts parking to the interior of the Property and provides for attractive and well-landscaped residential buildings.*

(3) Public water and sewerage shall be available, although it may be made available in conjunction with the development of the PUD. Applicant's response: *Adequate water and sewer services to serve the proposed Project exist and are adjacent to the property. The Applicant will provide the utility extensions that are necessary to connect the Project to Town services and will work with Easton Utilities to ensure that all permits and approvals are granted.*

(4) The site shall be located adjacent to adequate transportation facilities capable of serving existing traffic and that expected to be generated by the proposed development. Private roads may only be approved in commercial and multifamily projects or portions of projects. Such roads shall be internal to the development. Private roads shall comply with any standards developed and adopted for such roads by the Town Council. The Town shall bear no responsibility for construction or maintenance of private roads. Development on private roads may not be entitled to all Town services. Applicant's response: *The Project will have a single access from Elliott Road, a Town owned street. A Traffic Impact Study ("TIS") was conducted by Traffic Concepts, Inc. in September 2021 and revised in March, , 2023, which is included with the submittal of this Application. The TIS demonstrates that all intersections of interest near the Project will continue to operate at a Level of Service (LOS) of "C" after the Project is completed. The Maryland State Highway Administration ("SHA") guidelines recommend that all intersections need to operate at a LOS of "D" or better. The TIS incorporates all existing traffic flows, has utilized actual traffic count data in the area, and has incorporated traffic impacts from proposed or developing projects in the area. The existing roads and traffic signaling in the area are adequate to serve the Project and its residents and development of the Project will not place an undue burden on public roadways. The internal driving and parking surfaces serving the Project comply with applicable Town standards. Additionally, since approval of Ordinance No. 778 SHA has undertaken efforts to analyze Matthewstown Road to address Town and Council concerns about traffic queuing. The additional sixteen (16) units have a negligible impact on the traffic impacts of the Project.*

(5) The owners or developers must indicate that they plan to begin construction of the development within two (2) years after final approval. If there is no action on the part of the applicant at any point in the process for a period of two (2) years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and granted by the Planning and Zoning Commission. For projects constructed in parts or phases, the PUD approval applicable to any portion not improved in accordance with said PUD approval, shall expire if no development activity occurs for a period of five years. Applicant's response: The Applicant intends to commence construction within two (2) years of final approval. Applicant is requesting that the Council, in light of the time incurred in proposing this minor amendment and receiving site plan approval, confirm that the two (2) year construction period commence upon approval of this amendment.

(6) The setback, lot size, lot coverage, height, minimum frontage, minimum open space, and yard requirements shall be established for each individual project by the Town Council in the ordinance granting the application. The Planning and Zoning Commission shall make recommendations to the Town Council with regard to these requirements. The Town recognizes that it is necessary and encourages such uniquely established standards. Applicant's response: The minimum bulk requirements for the Project will remain consistent with the established standards for the Town's CG zoning district and the supplemental standards for multifamily buildings as identified in zoning code Section 28-1007.1.14. The proposed four-story buildings are 49'-3" at their highest point and the three-story buildings already approved are 46'-8". The Project will remain under the 50' maximum height prescribed in the CG zoning district. No additional relief is requested.

(7) Off-street parking shall be provided for each individual use in the planned unit development in accordance with the requirements of Section 1001. Mixed-use PUD's that integrate coordinated pedestrian and bicycle circulation systems throughout the development, shall be permitted to reduce the required off-street parking by 20% of the required standard without the need for a parking variance, waiver, or deferral. Applicant's response: Off street parking within the Project will comply with Town standards. The Town code requires a minimum of one parking space per unit (136 spaces) and a maximum of two parking spaces per unit (272 spaces). The Project proposes 178 spaces, which is well above the minimum parking requirement for the multifamily community. The parking lot is designed to accommodate emergency vehicles, trash, school buses, and delivery trucks.

(8) No more than 50% of the off-street parking area for the entire property of a major retail or shopping center use, shall be located between the front façade of the principal building(s) and the primary abutting street. Applicant's response: Not Applicable.

In addition, some development standards will vary according to the type of PUD in accordance with the following Table:

Standard	PUD Sub District		
	PUD- General	Approved 120 Units	Proposed 136 Units
Minimum Size*	5 acres	6.84 acres	6.84 acres
Maximum Size	N/A	N/A	N/A
Maximum Residential Density (per gross residential acre)**	16 du/acre****	17.54 du/ac	19.88 du/ac
Minimum Open Space Requirement***	30% of total gross area shall be developed as recreational areas or designated for common use of the residents of the PUD	Required: 30% of total gross area = 2.052 acres. Proposed: 34.8% of total gross area = 2.38 acres.	Required: 30% of total gross area = 2.052 acres. Proposed: 40.7% of total gross area = 2.79 acres.
Applicability	Lands not qualifying as Infill or Redevelopment	Lands not qualifying as Infill or Redevelopment	Lands not qualifying as Infill or Redevelopment

**Smaller sites may be permitted when it is found that the proposed PUD is compatible with existing development in the area and does not disrupt the orderly expansion of the transportation system of the Town. Applicant's response: N/A*

***The Town Council may consider projects with a density of up to 25% more than the maximum stated in this table upon a finding that such increased density is in keeping with the existing or intended character of the neighborhood (as expressed in the Comprehensive Plan or, if applicable, any adopted Small Area Plans) and that any potential detrimental impacts from such increased density are ameliorated to the satisfaction of the Council. Additionally, if residential use is part of a vertically-mixed use project (i.e., non-residential uses are present on the ground floor with residential units on non-ground floors), there shall be no limit on the*

residential density. Applicant's response: *As explained above, Applicant is requesting approval of the PUD allowing a density of 19.88 dwelling units per acre. The 3.88 dwelling units per acre over the otherwise prescribed 16 dwelling units per acre will not result in any detriment to neighboring properties or nearby traffic patterns and public right of ways. The Council has already approved the Project to exceed the 16 unit specification by 1.54 units per acre and the request now before the Council is minor in nature. The Property is situated between commercial uses and lower-density residential uses and forest to the east and northeast and is perfectly suited for higher-density development to create a tiered development scheme moving further from the heart of Easton and Route 50. Approval of the requested density is consistent with the goals of the Comprehensive Plan and results in provision of housing that the Town of Easton is seeking for its current and future residents .*

*****The Town Council may consider projects with less than the minimum open space required as specified in this Table, upon a finding that unique circumstances or conditions exist which warrant such a reduction and further provide that the applicant addresses the open space requirement in another acceptable means.** Applicant's response: *Applicant has designed the Project to provide significant open space and meaningful in-site improvements to residents. A minimum of 2.052 acres of open space is required to meet the 30% open space requirement. The Project will provide 2.79 acres of open space (40.7%, not including incidental parking lot areas). The open space that is provided includes a large grass field that can be used for a multitude of passive outdoor activities and a playground for children in the community that is directly adjacent to the community clubhouse and pickle ball area.*

******In the PUD General sub district, for any residential units proposed in excess of the maximum residential density permitted in base residential zoning districts (3.5 du/ac), at least 25% must be devoted to affordable housing, or the developer may contribute a fee-in-lieu to an entity to be determined by the Town.** Applicant's response: *Applicant complies with this standard as defined by the Town Code and Easton Affordable Housing Board. At least twenty five percent (25%) of the units proposed in excess of the maximum residential density permitted in the base residential zoning district (3.5 du/acre) will be devoted to affordable housing.*

Development shall also meet these additional Supplemental Use Standard requirements from Section 28-1007.1.14:

14. Multi-Family Apartment Complex

- a. Multi-family apartment complexes dwelling shall be constructed in accordance with an approved Site Plan prepared under the provisions of Section 28 – 901 of this Ordinance.** Applicant's response: *The Planning Commission granted Sketch Plan approval at its November 18, 2021 meeting and final site plan approval for the 120-unit project has been granted by the Town. The Project complies with the requirements of the Ordinance.*
- b. At least twenty-five (25%) percent of the gross development area shall be reserved as common open space, except for projects developed in the CBD Zoning District, in which case this standard shall not apply.** Applicant's response: *PUD provisions require at least thirty percent (30%) open space. The Project is providing 40.7% open space on the property.*

- c. ***The setback requirements for multi-family apartment complexes shall be determined by the development standards for the zoning district in which the project is located except as hereby modified:***
- i ***When more than one (1) apartment building is constructed, all buildings shall collectively adhere to the front setback requirements of the district in which they are located, plus five (5) feet per story over two (2) stories, or portion thereof.***
 - ii ***When more than one (1) apartment building is built, no building shall be closer than twenty-five (25) feet from any other apartment building that is part of the complex.***
 - iii. ***No apartment structure shall be constructed at a distance of less than twenty (20) feet from any adjoining property lines; except for such structures constructed in the CBD district, wherein the development standards for that district shall apply.*** Applicant's response: *The Project complies with the setback requirements applicable to Multifamily development in the underlying zoning district.*
- d. ***When more than one apartment building is constructed, external walkways shall be paved and lighted.*** Applicant's response: *External walkways will be paved and lighted.*
- e. ***In the event that swimming facilities are designed as a part of the project, these facilities shall be enclosed by a fence not less than six (6) feet high.*** Applicant's response: *N/A. No swimming pool is proposed.*
- f. ***All areas not utilized for building or off-street parking shall be landscaped and maintained in accordance with Section 28 – 1014 of this Ordinance.*** Applicant's response: *As depicted by the Site Exhibit submitted with this application, all areas not proposed for building or parking will be landscaped and maintained in accordance with Section 28-1014 of the Ordinance.*
- g. ***All buildings within the multi-family apartment complex shall be of compatible architectural design.*** Applicant's response: *The four (4) proposed buildings are architecturally compatible and use the same materials and color schemes to ensure an aesthetically pleasing development. The clubhouse will utilize similar or identical materials and colors to ensure compatibility.*
- h. ***Architecture shall be compatible among the units within the development and harmonious with the existing architecture of the Town of Easton.*** Applicant's response: *The proposed architecture is consistent with projects and developments within the Town of Easton. The buildings use a staggered facade, provide unit balconies, and take advantage of a variety of colors and materials to ensure that the development is attractive both to the public at large and its residents.*
- i. ***Public water and sewerage systems must be available to serve the project.*** Applicant's response: *Public water and sewer are available to serve the Project and the Applicant will work with Easton Utilities and the Town to ensure that all necessary permits and approvals are issued for the Project.*

- j. The maximum permitted density shall be as follows:** Applicant's response: *N/A*
- i. In R-7A - 8 dwelling units per acre.**
 - ii. In R-10A and R-10M Districts - 5 dwelling units per acre.**
 - iii. In the CBD Zoning District – 30 dwelling units per acre.**
 - iv. In the MXW – See Article 3 (Table 312 B) for density Provisions.**
- k. Side yard setback requirements for apartment buildings adjacent to a single family detached residence or vacant residential lot shall be fifty (50). Parking setback is also fifty (50) feet.** Applicant's response: *The Project exceeds the required fifty-foot (50') side yard setback requirement from single family residences or vacant residential lots.*
- l. Rear yard setback requirements for apartment buildings adjacent to a single family residence or vacant residential lot shall be seventy-five (75) feet. The setback for parking areas is also seventy-five (75) feet.** Applicant's response: *The Project complies with rear yard setback requirements.*

Analysis - The proposed revisions to the site meet the Supplemental Standards.

E. Forest Conservation

The Easton Forest Conservation Requirements of the Town Code, Article III, § 31-3.1, Forest Conservation Ordinance, Relevance, states that the requirements are applicable to any person making application for a subdivision, project plan, grading, or sediment and erosion control approval on units of land 40,000 square feet or greater after the effective date of the Ordinance.

Analysis - Required Afforestation on site is 1.03 acres or 44,866.8 square feet. Forest Conservation was addressed per the May 1, 2023 approved Site Plans . Payment of the \$65,812.50 Surety and recording of the Forest Conservation Easement Agreement is pending.

POLICY ANALYSIS:

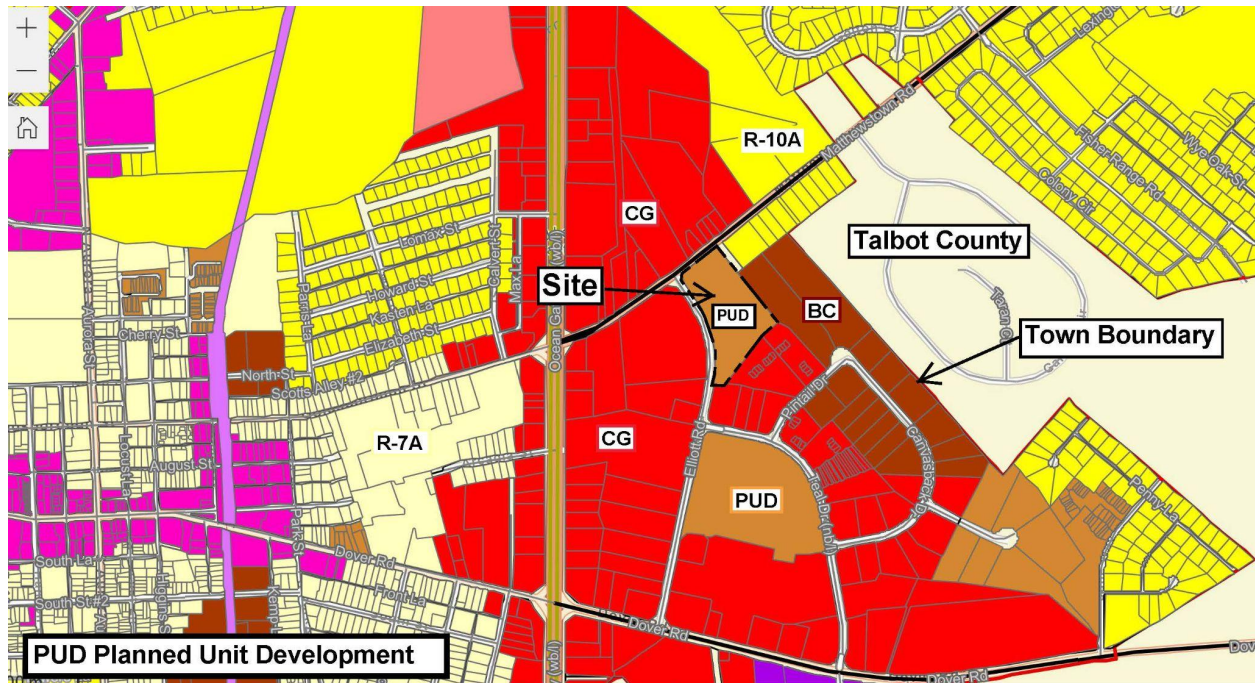


Figure 2: Zoning Map

Section 28-701.H.2

The Planning and Zoning Commission reviewed the material submitted and forward a recommendation to the Mayor and Town Council. In reaching its conclusion as to the merits of the project, the Commission considered the following:

- a. Whether the proposed PUD development conforms to the Town of Easton Comprehensive Plan;*

Analysis - The proposed PUD revisions conform to the Town's Comprehensive Plan.

- b. Whether the proposed PUD development conforms with all provisions of the Town of Easton Zoning Code which are not proposed for modification subject to the request;*

Analysis - This PUD development conforms with all provisions of the Town of Easton Zoning Code which are not proposed for modification subject to the request.

- c. Whether the proposed PUD development complies with all Town engineering and design regulations and standards;*

Analysis - The overall development conforms with Town engineering and design regulations and standards. The applicant will need to coordinate with the Town Engineer and State Highway Administration to obtain approval of the revised March 2023 Traffic Impact Study. In addition, the required bicycle spaces to the Site Plan. See Recommended Conditions below.

- d. *Whether the proposed PUD development complies with any other applicable Town, County, State, or Federal regulations, policies or plans, except those standards proposed for modification. If the standards of any jurisdiction other than the Town of Easton are proposed for modification, any PUD project approval, should it subsequently be granted by the Town Council, shall be subject to the applicant successfully obtaining approval of said modification and demonstrating proof of such approval to the Town's satisfaction.*

Analysis - Currently, this PUD development complies with the standards of any jurisdiction other than the Town of Easton. The applicant will need SHA approval prior to Site Plan approval.

- e. *Whether the proposed PUD will be superior to or more innovative than conventional development and how it will provide greater public benefit without additional probable significant adverse impacts to public health, safety or the environment, than would be available through the use of conventional zoning and/or development standards.*

Analysis - The proposed PUD development will promote infill development by providing additional housing types to the area. This development provides an integrated use that is desirable for the site and its surrounding multiple use properties; ranging from commercial to residential. The development's proximity to multiple use properties will provide greater public benefit without additional probable significant adverse impacts to public health, safety or the environment. The development provides a walkable design to support a pedestrian oriented community, parking, landscaping, stormwater management and forest conservation.

Town of Easton 2010 Comprehensive Plan

PUD PROJECT AMENDMENT - ELLIOTT ROAD APARTMENTS

Applicant's response:

This PUD multi-family housing amendment is consistent with many goals and visions of the Easton Comprehensive Plan (the " Plan") including , but not limited to the following:

- *This PUD implements several of the 12 State Planning Visions cited in SB 273/HB 294 and incorporated by reference in the Plan including at a minimum Visions 1, 3, 4, 5, 7.*

This PUD provides moderate price point rental housing helping to fulfill the goal found on Page 43, Residential Land uses to create " a seamless, interesting, Smart Growth inspired Easton; one Easton, not a collection of suburban residential enclaves." In fact, the location of the Project addresses the tiered development approach contemplated by the Plan, with commercial uses to the west, the multifamily Project located as proposed, and townhome and single-family development to the north and east, moving further from Downtown Easton .

- **Page 44, Benefits of Mixed Land Uses;** PUD accomplishes, "Increase[d] housing options with addition of moderate price point rental housing for more diverse household types ", "Reduce[d] automobile dependence", "Reduce a community's carbon footprint by encouraging walking and biking as an alternative to automobile use ", and "Increase[d] the safety of the neighborhood by putting more eyes on the street".
- **Page 45, Under Land Use Goals and Objectives,** the PUD implements Goal #5, "slow the demand for more land by increasing the density of future residential areas. At a minimum , " the Smart Growth Priority Funding Area net density of 3.5 units per acre should be achieved in these developments. " This PUD proposes wise use of undeveloped , infill lands inside the Town boundary.
- **Page 51, Capacity for Development within Town Limits,** this PUD fulfills the Plan goal to, "develop within town limits utilizing infill and renovation development techniques."
- **Page 140, Housing goals and Objectives;** the PUD is consistent with at least two of the Plan goals, " To insure that housing in Easton is safe, sanitary, structurally sound and safeguards or upgrades neighborhood design; and, "To insure a more heterogeneous mix of price points in future residential projects". This PUD offers moderate price point market rate housing suitable for the young and for seniors looking to live and provide critical population mass to Easton's core.

Beyond the specific outlined above, this PUD is consistent with the Comprehensive Plan's intent to promote infill development , renovation and redevelopment within Easton's current town limits.

Analysis - The revised PUD Amendment is compatible with the Town's Comprehensive Plan. The applicant proposes an additional 16 units to this multifamily development which provides an integrated use that is desirable for the site and its surrounding multiple use properties; ranging from commercial to residential. This infill lot will utilize the existing infrastructure and is deemed desirable from the proximity and location to existing commercial and town amenities. Natural features do not determine the design of the site. However, the applicant has provided adequate Forest Conservation on-site. The parking is directed to the side and rear of the building for this development. The proposed open space exceeds the required amount and provides additional amenities for residential use. The applicant proposes architecture design to provide an aesthetically pleasing appearance that is consistent with the thoughtful design throughout the Town of Easton. Signage shall be minimal. The proposed development is situated between commercial and office space to the west, townhome development to the north and single-family development to the east, providing additional housing types to the area. This development provides a walkable design to support a pedestrian oriented community. The Town has constructed sidewalks along Elliott Road. The Applicant is, as part of the initial approval ,

obligated to reimburse the Town for costs related to the sidewalk. The site is compatible with the existing uses in this area and is an acceptable use for zoning classification CG.

RECOMMENDED CONDITIONS:

Staff believes the proposed PUD Amendment is consistent with the Town's Comprehensive Plan and recommends that you approve the PUD Amendment. If approved, staff recommends the following conditions:

- The applicant will need to coordinate with the Town Engineer and State Highway Administration to obtain approval of the revised March 2023 Traffic Impact Study.
- Add the required bicycle spaces to the Site Plan.

DRAFT MOTIONS:

1. I move that the Town Council approve the PUD Amendment to the Town Council, subject to staff's Conditions of Approval.

OR

2. I move that the Town Council forward the application to the January 2nd Council meeting for further discussion.

OR

3. I move an alternate motion.

ATTACHMENTS:

1. 2022.03.07 Ordinance 778, paper copy & PDF
2. 2022.03.21 Town Council Approved Minutes, paper copy & PDF
3. 2023.08.23 ESDR Determination Letter 8286 Elliott Road, paper copy & PDF
4. 2023.08.29 Building & Rendering Updates, paper copy & PDF
5. 2023.08.29 Letter to Town Council, paper copy & PDF
6. 2023.08.29 PUD Amendment Application, paper copy & PDF
7. 2023.08.29 PUD Amendment Submittal Letter, paper copy & PDF
8. 2023.08.29 Site Exhibit, paper copy & PDF
9. 2023.08.29 Traffic Impact Study March 2023, paper copy & PDF
10. 2023-08-29 Elliot RD PUD Traffic Memo - 136 Units , paper copy & PDF
11. 2023.10.31 MD 328 TIS 1st Review, paper copy & PDF

ORDINANCE NO. 778

AN ORDINANCE OF THE TOWN OF EASTON GRANTING THE APPLICATION OF MALLARD CONSTRUCTION GROUP, INC. AND JV LAND HOLDINGS, LLC FOR A PLANNED UNIT DEVELOPMENT UNDER THE PROVISIONS OF THE EASTON ZONING ORDINANCE

INTRODUCED BY Mr. Engle

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, Mallard Construction Group, Inc. and JV Land Holdings, LLC have submitted an application for a 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").

WHEREAS, the Easton Town Council held a duly noticed public hearing regarding the PUD application and this Ordinance on January 18, 2022, and February 7, 2022; 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.

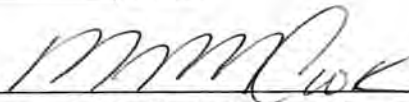
Section 2. The application of Mallard Construction Group, Inc. and JV Land Holdings, LLC for a PUD as depicted by Exhibit "A" and described by Exhibit B is hereby approved subject to the conditions set forth in Exhibit "B".

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.

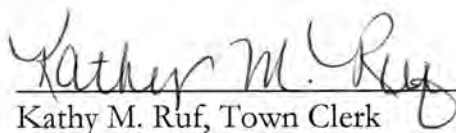
Section 4. In accordance with Article II, Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Silverstein	-	Yea
Abbatiello	-	Yea
Engle	-	Yea
Davis	-	Yea
Cook	-	Yea

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this seventh day of March, 2022.


Megan J. M. Cook, Town Council President

Delivered to the Mayor by me this seventh day of March, 2022.


Kathy M. Ruf, Town Clerk

APPROVED: March 7, 2022

Date: March 7, 2022

Robert C. Willey
Robert C. Willey, Mayor

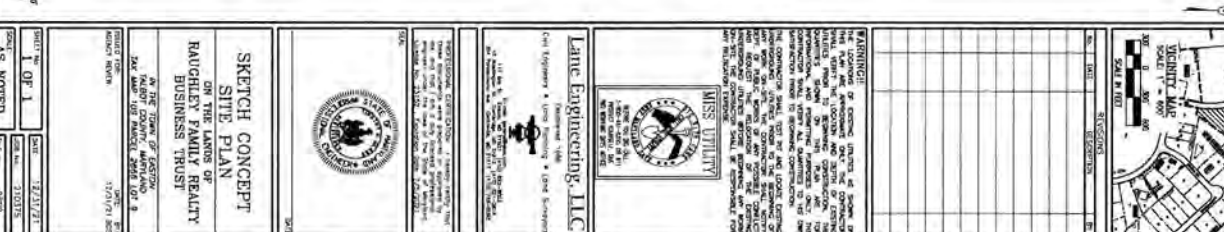
EFFECTIVE DATE: March 27, 2022.

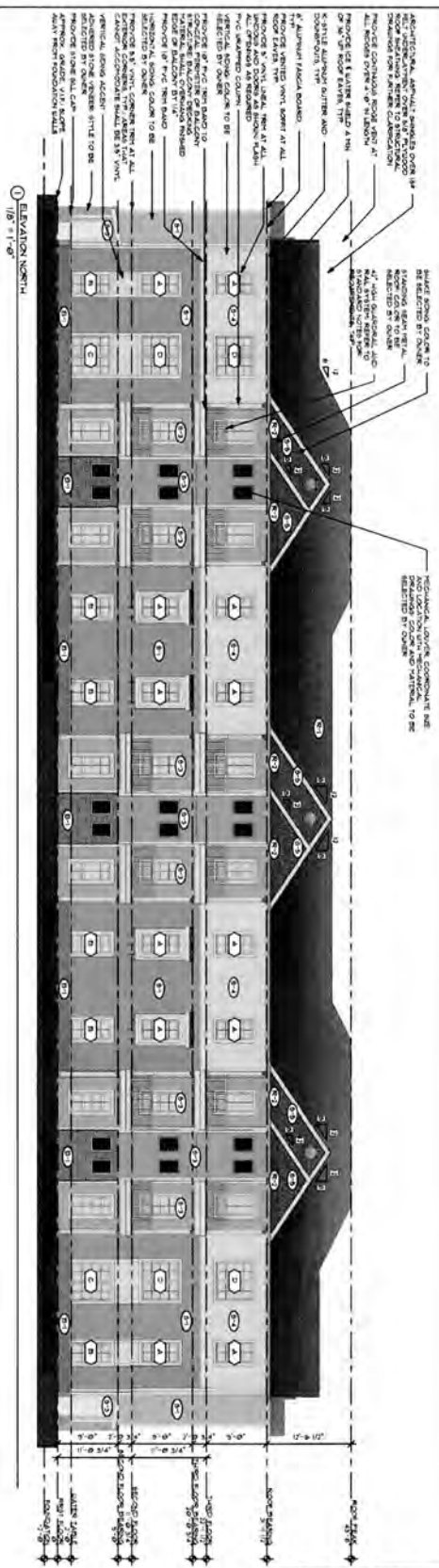
EXHIBIT "A"

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

"SKETCH CONCEPT SITE PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9", "ILLUSTRATIVE SITE PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9" and "AERIAL CONTEXT PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9" all prepared by Lane Engineering, LLC and dated December 31, 2021 and on architectural renderings entitled "EASTON APARTMENTS ELLIOTT RD EASTON MD 21601" prepared by Fisher Architecture

COPIES ARE ON FILE AT THE TOWN OFFICE

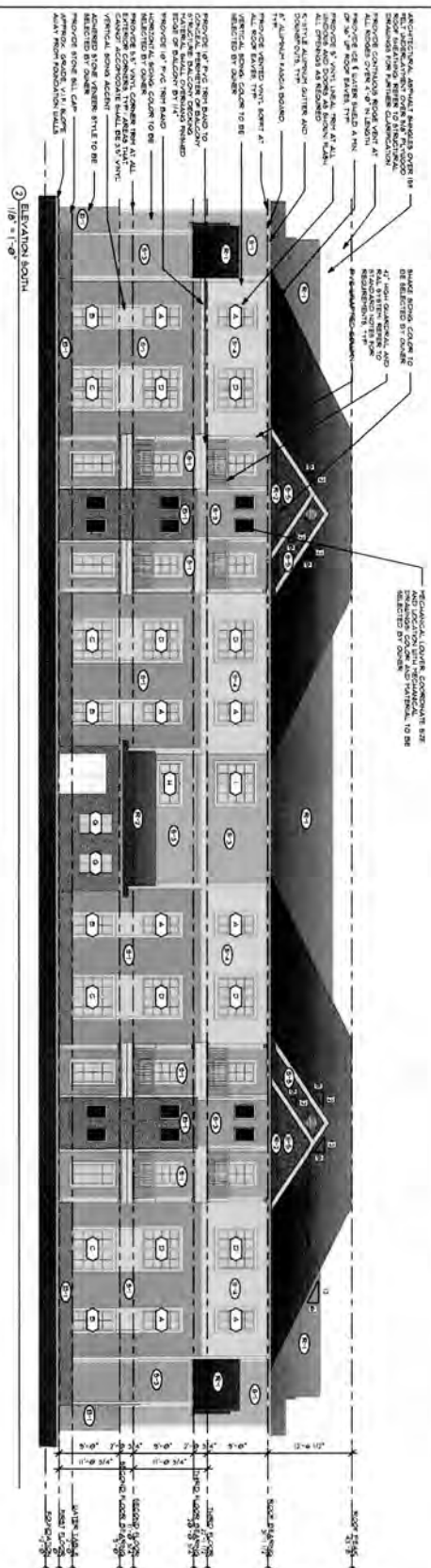
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ELEVATION MATERIAL SCHEDULE	
(E1)	ADHESIVE STONE VENEER
(E2)	4"X4"X16" SQUARE ROOF
(E3)	STANDARD SLAB VERTICAL ROOF
(E4)	6" HORIZONTAL SIDING
(E5)	6" HORIZONTAL SIDING
(E6)	6" HORIZONTAL SIDING
(E7)	6" HORIZONTAL SIDING
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(E95)	6" HORIZONTAL SIDING
(E96)	6" HORIZONTAL SIDING
(E97)	6" HORIZONTAL SIDING
(E98)	6" HORIZONTAL SIDING
(E99)	6" HORIZONTAL SIDING
(E100)	6" HORIZONTAL SIDING



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SHEET INFO

EASTON APARTMENTS

ELLIOT RD
EASTON, MD. 21601

ELEVATIONS

EXHIBIT "B" TO ORDINANCE NO. 778

IN THE MATTER OF : BEFORE THE
: THE APPLICATION OF : EASTON TOWN COUNCIL
: MALLARD CONSTRUCTION GROUP, INC. :
: AND :
: JV LAND HOLDINGS, LLC :

FINDINGS OF FACT

During meetings of the Easton Town Council held on January 18, 2022 and February 7, 2022, a public hearing was held on the application of Mallard Construction Group, Inc. and JV Land Holdings, LLC (collectively, the "Applicant" and/or "Developer") to establish a planned unit development ("PUD") in the Town of Easton for a 120-unit multifamily community. The PUD is located at the corner of Matthewstown Road and Elliott Road and is Lot 9 of Parcel 2866 on Talbot County Tax Map 109 (the "Property"). The Applicant is the Contract Purchaser and proposed Developer of the Property. The Property is owned by Raughley Family Realty Business Trust.

The Property and the proposed PUD are more particularly shown on plans entitled "SKETCH CONCEPT SITE PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9", "ILLUSTRATIVE SITE PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9" and "AERIAL CONTEXT PLAN ON THE LANDS OF RAUGHLEY FAMILY REALTY BUSINESS TRUST IN THE TOWN OF EASTON TALBOT COUNTY, MARYLAND TAX MAP 109 PARCEL 2866 LOT 9" all prepared by Lane Engineering, LLC and dated December 31, 2021, and on architectural renderings entitled "EASTON APARTMENTS ELLIOTT RD EASTON MD 21601" prepared by Fisher Architecture (collectively, the "PUD Plan").

A. The PUD Application and the Public Hearing.

The Property is 6.840 acres more or less and is currently zoned Commercial General (CG) under the Easton Zoning Code. The Property is located on the Southeast corner of the Matthewstown Road and Elliott Road intersection. The Property is bounded on the north by Matthewstown Road. Across Matthewstown Road are various commercial and industrial uses along with a few single-family residences. Further north across Matthewstown Road are

the Galloway Meadows apartments. To the east along Matthewstown Road are some single-family residences. Further east is the Crofton Subdivision of single-family homes. To the South are various commercial uses. Across Elliott Road to the west are Choptank Transport and various other commercial uses. The Applicant is requesting permission to build 120 multifamily units and various community improvements on the Property. The 120 units will be located in four, 3-story buildings with each building having thirty units. A combination of one, two, and three-bedroom units are proposed. The Planning and Zoning Commission ("Planning Commission") reviewed the request and found the proposed PUD to be consistent with the Comprehensive Plan and recommended approval of the PUD to the Town Council conditioned on four items being addressed. The Planning Commission also reviewed and approved the sketch plan.

The Applicant was represented by Brendan S. Mullaney of McAllister, DeTar, Showalter & Walker LLC, Brett Ewing, AICP of Lane Engineering, LLC, and Jim Didonato, President of Mallard Construction Group, Inc. 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 February 7, 2022, 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 as recently updated (the "Ordinance") 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(1) provides that "Residential uses of all types" are permitted in a PUD District.

Section 28-701.G articulates eight specific development standards and a chart with varying standards for minimum size, maximum size, maximum residential density, and minimum open space requirement depending on the type of PUD being requested. In this case, the PUD-General is being proposed.

The PUD application procedure is described by Section 28-701.H. Upon receipt of a written recommendation by the Planning 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)A], 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. In particular, 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 Raughley Family Realty Business Trust. The contract purchaser is Mallard Construction Group, Inc. and JV Land Holdings, LLC, the Applicant.
- (2) The Property is of a configuration suitable for the development proposed. The size and configuration of the Property and the proposed site plan are suitable to accommodate the 120-unit multifamily development in a manner consistent with applicable Town design guidelines and requirements.
- (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 expected to be generated by the proposed development. The PUD site has frontage on Matthewstown Road and Elliott Road. Matthewstown Road is a state road to which the project is not proposing direct access. The sole point of ingress and egress to the Property will be on Elliott Road and will be set back from the intersection of Matthewstown Road and Elliott Road. Traffic Concepts has prepared a traffic study and determined that the project will not overburden the intersections or roadways in the area.
- (5) The owners or developers must begin construction of the development within two years after final approval. If there is no action on the part of the applicant at any point in the process for a period of two years, the zoning

shall revert to its previous classification unless a time extension is requested and granted by the Planning Commission.

- (6) The setback, lot size, lot coverage, height, minimum frontage, minimum open space and yard requirements are as shown on the PUD Plan and reproduced here for convenience:

BUILDING SETBACKS: FRONT - 25'
REAR - 15'
SIDE - 10'
MAJOR ROADS- 40' (MD ROUTE 328)

SUPPLEMENTAL SETBACKS SECTION 1007.1A.10:

C.1. WHEN MORE THAN 1 MULTI-FAMILY BUILDING CONSTRUCTED SETBACK TO BE 5 FEET PER STORY OVER 2 STORIES.

C.2. WHEN MORE THAN 1 MULTI-FAMILY BUILDING CONSTRUCTED, NO BUILDING SHALL BE CLOSER THAN 25 FEET FROM ANY OTHER MULTI-FAMILY BUILDING.

C.3. NO MULTI-FAMILY STRUCTURE SHALL BE CONSTRUCTED AT A DISTANCE OF LESS THAN 20 FEET FROM ADJOINING PROPERTY LINE.

M. SIDE YARD SETBACK FOR MULTI-FAMILY UNITS ADJACENT TO SINGLE FAMILY DETACHED RESIDENCE SHALL BE 50 FEET, PARKING SETBACK IS ALSO 50 FEET.

SUPPLEMENTAL SETBACKS: FRONT- 30'
REAR- 20'
SIDE - 15'
MAJOR ROADS- 45' (MD ROUTE 328)

- (7) The off-street parking required for multifamily development is a minimum of one space per dwelling unit and a maximum of two spaces per dwelling unit. The Applicant is proposing 192 total parking spaces which meets the Town's requirements for parking.
- (8) The off-street parking requirements for major retail or shopping center use are not applicable.
- (9) The property is 6.840 acres in size which satisfies the 5-acre minimum size requirement.
- (10) Since the property is a PUD-General, there is no maximum size applicable.
- (11) The proposed density is 17.54 dwelling units per acre, which exceeds the otherwise-applicable 16 unit per acre maximum. The Zoning Code permits the Town Council to consider projects with a density up to 25% more than the maximum stated upon a finding that such increased density is in keeping with the existing and intended character of the neighborhood (as expressed in the Comprehensive Plan) and that any potential detrimental impacts from such density are ameliorated to the satisfaction of the Council. In its November 24, 2021 letter to the Town Council, the Planning Commission offered support for the increased density above the 16 dwelling units per

acre standard as “it is in keeping with the intended character of the area as expressed in the goals of the Comprehensive Plan and as personified by the standards of the Zoning Code.” The Council finds this area to be a transition area between commercial uses and single family uses, which is an ideal location for multifamily units and increased densities. The Comprehensive Plan has a goal of slowing the demand for land by increasing the density of future residential areas. (Comp Plan p. 45) Any potential detrimental impacts from the increased density are ameliorated to the satisfaction of the Council by the responsible project design and the need for multifamily housing in the Easton community. The Zoning Code also requires that in the PUD General sub district, for any residential units proposed in excess of the maximum residential density permitted in base residential zoning districts (3.5 du/ac), at least 25% must be devoted to affordable housing. The Applicant is proposing 1, 2, and 3-bedroom units. Based on the price points presented in the meetings, by letter dated February 2, 2022, the Affordable Housing Board recommends that the Applicant has satisfied the Affordable Housing burden.

- (12) The Applicant is proposing 34.8% for open space which exceeds the 30% open space required for PUD-General.

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 proposed PUD development is superior to or more innovative than conventional development. It provides much needed housing and proposes amenities for its residents that are not common in Easton, including a pool, community clubhouse, key fob entry, and elevator service. With the shortage of available housing at the price point proposed, this PUD provides a great public benefit without the adverse impacts.

4. By letter dated November 24, 2021, the Easton Planning Commission made a favorable recommendation to the Town Council conditioned on the following four items:

a. The Applicant should coordinate with Town staff to redesign the sidewalk/walkway along Elliott Road to maximize the width of the landscaped buffer between Elliott and the pedestrian pathway;

b. The Applicant shall evaluate the suitability of a single point of access for the project. The Commission supports multiple points of access whenever possible, but recognizes the configuration of this parcel and its proximity to the existing signalized intersection of Elliott/Matthewstown may preclude more than one access point;

c. A recommendation that the Council affirm that the open space and amenities proposed in this project satisfy the intent of the new Zoning Code which states that “30% of

the total gross area shall be developed as recreational areas *or designated for common use of the residents of the PUD*, and

d. The Commission's support for a requested increase in density above the 16 du/ac (as permitted for up to 125% of this number in the new Code) as it is in keeping with the intended character of the area as expressed in the goals of the Comprehensive Plan and as personified by the standards of the new Zoning Code.

The Applicant has satisfied condition (a) by working with Town Staff to maximize the width of the landscaped buffer between Elliott Road and the sidewalk. Applicant has evaluated the suitability of additional access points which is condition (b) and determined that: (1) another access point to Matthewstown Road would introduce additional risks to safety for those travelling on Matthewstown Road and those entering and exiting the Property, and (2) the "paper street" designated James Street is not under Applicant's control and cannot be improved to serve this project. The Council has found the Project meets the new Zoning Code requirements related to open space and amenities which is condition (c). Condition (d) is the Commission expressing support for the increased density, which the Council agrees with.

5. Based upon the recommendation of the Planning Commission and information contained within the record, the Council finds that the proposed PUD 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. The Plan has an entire chapter devoted to Housing. The Plan recognizes the problems in the housing market in Easton as housing cost, housing quality, and housing availability. (Plan p. 133).

Finally, at the end of the Housing Chapter in the Plan, the Town establishes Housing Goals and Objectives. Among them are to "Establish design standards and require physical distribution of different housing types that provide visual interest and a smooth blend of affordable housing in the community"; "Achieve a density that creates a sense of place, uses infrastructure efficiently, produces pedestrian-friendly neighborhoods and accommodates plans for transit." (Plan p. 140).

In addition, in the Land Use Chapter of the Comprehensive Plan, an expressed goal is slowing the demand for land by increasing the density of future residential areas. (Comp Plan p. 45)

The Council believes that the proposed PUD advances these goals and that the proposed PUD conforms with the 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. Adequate water and sewer services to serve the proposed PUD exist and are within relatively close proximity to the Property. The Applicant will provide the utility extension that is necessary to connect the PUD to Town services. The Town's wastewater treatment plant has adequate capacity to serve the PUD. The Property currently has a "S1/W1" classification in the Talbot County Comprehensive Water and Sewer Plan.

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 primary access to the Property will be from Elliott Road and will be set back a significant distance from the intersection of Matthewstown Road and Elliott Road.

A Traffic Impact Analysis ("TIA") was conducted by Mark Keeley, P.E., project manager for Traffic Concepts, Inc., in September 2021. The TIA analysis concludes that all intersections studied will operate at acceptable levels of service after the PUD is completed. The Town Council does not make this finding lightly due to the public concern regarding traffic on Matthewstown Road. Applicant has worked diligently with the Town Staff to investigate traffic concerns on Matthewstown Road and addressed all Town questions regarding impacts. Over the past few years, improvements to Matthewstown Road have been made. In addition, the Town intends to continue working with the State Highway Administration ("SHA") to make further improvements along Matthewstown Road.

With the installation of sidewalks along Elliott Road, there will be opportunities for pedestrians to walk to stores and services.

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. Ecologically, stormwater management techniques and practices that comply with State and local regulations and protect sensitive, downstream resources are proposed.

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 surrounding developments are residential and commercial. The Town's Comprehensive Plan calls for tiered development moving away from the heart of Town. With commercial uses to the west and single-family residential uses to the east, this multifamily project is a good transition between the uses. A Town compliant landscaped bufferyard is proposed around the perimeter of the Property to help soften the impact on adjoining properties.

10. The proposed PUD will not adversely affect the value of property in the neighborhood surrounding the site. There is a significant demand for residential units in the Town of Easton. The values for Easton real estate have been escalating.

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 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.

The Council further finds that the PUD is located in a location suitable for its given existing and reasonably foreseeable development and encourages appropriate and sustainable economic growth. The demand for housing in Easton outweighs the current supply. The PUD will enhance housing opportunities in the Town of Easton.

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:

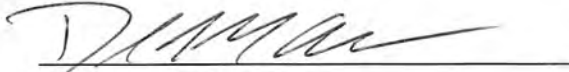
1. The Applicant shall work with the Town and Lane Engineering, LLC to coordinate the design of the sidewalk located along Elliott Road. While the Applicant would be required to install sidewalk along the Elliott Road frontage, the Town wishes to move forward with constructing that sidewalk in advance of the Applicant moving forward with the project. Prior to the issuance of the first building permit for the project, the Applicant shall reimburse the Town for the actual costs of installation and design of the sidewalk along the Elliott Road frontage of the Property.

2. The Applicant shall establish and designate, to the Town, an easement along the entire frontage of the Property along Matthewstown Road for a future pedestrian pathway to be designed and constructed in accordance with the Maryland State Highway Administration. The easement shall be established prior to any building permit being issued for the Property.

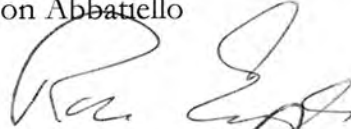
VOTING TO GRANT THE APPLICATION:



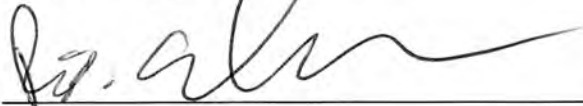
Alan I. Silverstein



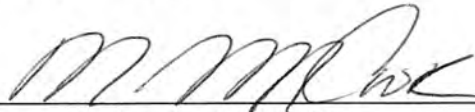
Don Abbatiello



Ron E. Engle



Rev. Elmer Davis



Megan J. M. Cook, President



Town Council MEETING MINUTES

Monday, March 21, 2022 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

4:30 PM Workshop with Affordable Housing Board.

President Cook called the meeting to order. Present from the Affordable Housing Board were:
Mr. James M. Bent, Chairman
Ms. Bonnie Morro

She stated that the discussion this evening will be to understand what affordable housing is.

Mr. Bent, Chairman, Affordable Housing Board, discussed what affordable housing is and what the HUD definition is.

Mr. Bent stated the HUD definition is as follows and is what most lenders look at when seeing if an applicant qualifies: "generally defined as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities." He said the 30% varies from 24 to 30. Mr. Bent discussed the income levels formulated by HUD for affordable income, and workforce housing.

Discussion occurred regarding the definition of the Affordable Housing and Affordable - Workforce Housing recommendations. Calculations for home affordability were discussed.

Mr. Bent stated that there is no inventory for housing in the Town of Easton for working families or individuals.

Mr. Abbatiello asked what the council should look for when considering homes and projects.

Discussion occurred regarding qualified applicants and the struggle to purchase a house. Mr. Bent discussed renovating properties.

Mr. Engle asked for a definite definition and a prescribed formula for developers to have when they submit building projects and permits.

Rev. Davis stated there needs to be a consistent formula for all builders/developers.

Town Planner, Mr. Thomas discussed affordability in the Zoning Ordinance.

Ryan Showalter, McAllister, Detar Showalter & Walker stated the town should consider how apartments might fit in to this equation.

At 5:27 p.m., President Cook adjourned the workshop.

5:30 PM Call to Order by President Cook.

Mayor Robert C. Willey
Mr. Al Silverstein
Mr. Don Abbatiello
Mr. Ron Engle
Rev. Elmer Davis
President Megan Cook

Also present was the Town Manager, Mr. Don Richardson, Town Attorney Mrs. Sharon VanEmburch, and Town Clerk Mrs. Kathy M. Ruf.

At 5:30 p.m., President Cook called the meeting to order.

Opening remarks and Pledge of Allegiance by Councilmember Abbatiello.

Mr. Abbatiello gave opening remarks and led those present in the Pledge of Allegiance.

Approval of Minutes.

Approval of minutes of March 7, 2022 minutes.

Upon motion by Mr. Silverstein, seconded by Mr. Engle and carried unanimously, minutes of the March 7, 2022 meeting were approved as written.

Municipal Official Items.

Items by the Mayor.

Approval for Mr. Tom Klein to serve as the Town's representative on the Talbot County Parks and Recreation Advisory Board.

Upon motion by Mr. Silverstein, seconded by Mr. Engle and carried unanimously, approval for Mr. Tom Klein to serve as the Town's was approved.

Mayor Willey advised that Master Patrolman First Class Frank Creegan has been recognized as the Officer of the 4th quarter for 2021 for the Easton Police Department.

Recommendation from the Easton Park Advisory Board for Field Use and Pavilion Fees.
This item was tabled.

Approval to accept Design Contract from Lane Engineering, LLC for boat ramp design at Easton Point Park.

Mayor Willey stated that the design contract from Lane Engineering for a boat ramp will be forthcoming. The approval was tabled until the next meeting and additional information is received and disseminated.

Items by the Town Manager.

Recommendation to move building from old Public Works property to current Public Works property.

The Town Manager, Mr. Richardson asked that this matter be tabled until additional quotes are received.

Public Assembly Event: Walk to Fight Suicide - 5K, 10/8/22

Upon motion by Mr. Silverstein, seconded by Rev. Davis and carried unanimously, Public Assembly Event Walk to Fight Suicide - 5K, was approved.

Items by the Town Attorney.

The Town Attorney Mrs. VanEmburch stated that the re-districting workshop will occur before the next meeting.

Presentations.

Mr. Tarence Bailey to discuss Operation Frederick Douglass.

Mr. Bailey was not present to discuss Operation Frederick Douglass.

Ms. Elaine Tama to discuss Plastic Free Easton.

Ms. Marian Arnold and Ms. Elaine Tama were present to discuss Plastic Free Easton.

Mr. Silverstein stated this is worthy of looking at.

Mayor Willey stated the Town needs to look at this in further detail.

Legislation.

Resolution No. 6151, "A RESOLUTION OF THE TOWN OF EASTON APPROVING AND ADOPTING THE TOWN OF EASTON, MARYLAND EMPLOYEES' PENSION PLAN 2021 RESTATEMENT."

Upon motion by Mr. Silverstein seconded by Engle and carried unanimously, Resolution No. 6151, "A RESOLUTION OF THE TOWN OF EASTON APPROVING AND ADOPTING THE TOWN OF EASTON, MARYLAND EMPLOYEES PENSION PLAN 2021 RESTATEMENT" was approved.

Resolution No. 6152, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH BUILDING AFRICAN AMERICAN

MINDS, INC. FOR A GRANT FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM."

Upon motion by Mr. Engle, seconded by Rev. Davis and carried unanimously, Resolution No. 6152, "A RESOLUTION OF THE TOWN OF EASTON AUTHORIZING THE EXECUTION OF A SUBRECIPEINT AGREEMENT WITH BUILDING AFRICAN AMERICAN MINDS, INC. FOR A GRANT FROM THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT MARYLAND COMMUNITY LEGACY PROGRAM" was approved.

Ordinance No. 780, "AN ORDINANCE OF THE TOWN OF EASTON FOR THE AMERICAN RESCUE PLAN ACT."

President Cook brought Ordinance No. 780 to the floor for a first reading.

Public Participation/Comments.

There were none.

Items by Members of the Council:

Mr. Silverstein encouraged those riding bikes on rails-to-trails to let pedestrians know they are approaching.

Mr. Abbatiello reminded everyone about the Easton VFD 5K fundraiser coming up April 16. He discussed the meeting with State Highway March 4 and stated that he is hoping for sidewalks on Rt. 328 as fast as possible.

Mr. Engle thanked Plastic Free Easton for their presentation. He thanked the members of the Affordable Housing Board for information regarding Affordable Housing.

Rev. Davis thanked Plastic Free Easton for their presentation and stated he hopes it reaches the community at large.

Adjournment.

At 6:06 p.m., upon motion by Mr. Silverstein, seconded by Mr. Abbatiello and carried unanimously, President Cook adjourned the regularly scheduled meeting.

Respectfully submitted,

Kathy M. Ruf, Town Clerk



TOWN OF EASTON

Planning & Zoning Department

14 South Harrison Street

P.O. Box 520

Easton, Maryland 21601

Easton Staff Development Review Worksheet

Date: August 23, 2023

Project: 8286 Elliott Road - PUD Amendment

To: Mr. Brett Ewing - Lane Engineering, LLC.

Mr. Jim DiDonato – Mallard Construction Group

The Easton Staff Development Review (ESDR) Committee meeting was held on August 23 at 11:00 am. Staff reviewed the Site Sketch Plan for the proposed Planned Unit Development Amendment on the property located at 8286 Elliott Road, also known as Tax Map 109, Parcel 2866.

The project will need to address all agency comments as specified in the attached review letters and at ESDR. Specific areas discussed at the meeting included a Traffic Summary Table and providing bicycle spaces.

The Committee determined that the application may be scheduled for Planning Commission review pending the revised Site Plan and Traffic Summary Table. Please address all comments and submit documents.

The next Planning Commission meeting is scheduled for **Thursday, September 21, 2023 at 1:00 pm.** Submit all documentation to the Planning and Zoning Department no later than Monday, **August 28th.** Files for presentation at the Planning Commission need to be provided on a flash drive. In addition, provide a digital submittal (via email) of the Planning Commission Application and its supporting documents, including **ten paper copies.**

Based on the ESDR sketch plan submission, the Staff did not identify constraints which require action by the Board of Zoning Appeals.

Please contact the Planning & Zoning Department at 410 822-1943 with any questions.

Sincerely,

Joseph A. Mayer

Plan Reviewer - Planning and Zoning



TOWN OF EASTON PLANNING & ZONING DEPARTMENT

P.O. Box 520
Easton, Maryland 21601
410-822-1943
www.EastonMD.gov

DATE: August 21, 2023
TO: Brett Ewing & Tim Glass – Lane Engineering, LLC
James DiDonato – Elliott Road, LLC
Cc: Miguel Salinas – Director of Planning & Zoning Department
Rick Van Emburgh – Town Engineer, Department of Engineering
FROM: Joseph A. Mayer – Plan Reviewer, Planning & Zoning Department
SUBJECT: 8286 Elliott Road – PUD Amendment

We reviewed the **August 2, 2023** Sketch Site Plan Submittal for the Subject Project and have the following comments:

PLANNING & ZONING COMMENTS

Sketch Site Plan Review

1. Please reference Ordinance No. 778 and its approval date within the Project Data.
2. Label buildings A thru D as per the approved Site Plans dated May 1, 2023.
3. Per Ordinance No. 778, Page 5 of 10, supplemental setbacks for more than 1 Multi-Family building are constructed, the setback is to be 5 feet per story over 2 stories. There are two (2) four(4) story buildings proposed. Please adjust supplemental setbacks or request relief from the setback requirements.
4. Add the proposed building heights to the Project Data.
5. Add Site Plan approval date to project history.
6. Provide a distance between the proposed clubhouse and 4-story multi-family apartment building. Per Exhibit "B" to Ordinance No. 778, B (6) on Page 5 of 10, *no building shall be closer than 25 feet from any other multi-family building.*
7. Per Per Zoning Ordinance § Section 28-1001.3 A 4, include the required minimum 68 bicycle spaces and show the location on Site Plan.

Plan Review Status

IMPROVEMENT PLAN REVIEW			Comments
Plans Approved	☐ Y	☒ N	Please review the comments above. Revise and resubmit.

Forest Stand Delineation & Forest Conservation Plan	
☐ Required ☒ Submitted ☐ Approved	Required Afforestation on site is 1.03 acres or 44,866.8 square feet. Forest Conservation was addressed per the May 1, 2023 approved Site Plans . Payment of the \$65,812.50 Surety and recording of the Forest Conservation Easement Agreement is pending.
Other	
☒ Required ☐ Submitted ☐ Approved	<u>IMPACT FEES</u> Please note, there will be a required Impact Fee for all proposed units. The Town's Impact Fees and Inspection Fees are to be paid upon the time you pick up your Building Permit. Please provide building square footage with appropriate use for calculation of Impact Fee. Talbot County Impact Fees are due prior to obtaining your Building Permit. Please provide receipt of payment to the Town's Building Inspection Division.

Please contact me if you have any questions. Thank you.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: August 23rd, 2023
TO: Elliot Road LLC – Owner
Brett Ewing – Lane Engineering LLC
Cc: Rick Van Emburgh – Town Engineer
Miguel Salinas – Planning and Zoning Department
Aaron Goller – EUC
FROM: Sierra Clem – Engineering Department
SUBJECT: Revised PUD Application Elliot Road Apartments – ESDR Sketch Site
Plan Review Comments

The Engineering Department has reviewed the subject revised application received 8/4/2023 and have the following comments:

1. Please prepare an exhibit that shows a chart outlining the existing traffic level, the traffic level anticipated for the original approval of 120 units and the anticipated traffic level for the proposed 136 units.
2. Please confirm if State Highway has reviewed the revised traffic impact study.

Please address the comments above and submit a revised Sketch Stormwater Management Plan. Please contact me if you have any questions. Thank you.

Easton Utilities Commission

Plan Review Comments

Date: Tuesday, August 15, 2023

To: Joe Mayer; Nicholas Johnson; Sierra Clem

From: Kia Gibbs on behalf of Aaron Goller, PE

No. of Pages: 1

Regarding: Elliott Road Parcel 2866 - Elliott Road PUD

Phase: Development Site Plan

SUBM: Rev. SP

Status: Approved as Noted

Easton Utilities Commission has reviewed the above referenced plans and have provided the following comments. Please provide your corrections as listed below. Additional reviews will be required to ensure comments have been addressed. Items or documents not provided on initial submission will be subject to further review. Please contact Kia Gibbs, Admin Support at kgibbs@eucmail.com should you have any questions.

ITEM:	DRAWING / PAGE	COMMENTS:
1	General	Additional capital charges required.
2	General	Flow capacity would need to be confirmed in Clifton Interceptor.

TOWN OF EASTON
NOTICE OF PUBLIC HEARING
PLANNED UNIT DEVELOPMENT
MALLARD CONSTRUCTION GROUP INC. AND ELLIOTT ROAD, LLC
8286 ELLIOTT ROAD

The Council of the Town of Easton will hold a public hearing on Monday, December 18, 2023 at 5:45 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss the request of Brendan Mullaney (The Applicant) on behalf of Mallard Construction Group Inc., and Elliott Road, LLC, (The Owner) for a proposed Amendment to a previously approved Planned Unit Development (PUD), located at 8286 Elliott Road.

The application seeks to amend the previously approved Planned Unit Development by adding sixteen (16) units to the previously approved 120-unit multifamily residential development, resulting in a proposed new total of 136 multifamily apartment units.

The public is hereby invited to comment on this application. Such comments may be either submitted in writing at any time prior to the Hearing, or made in person at the Hearing. Copies of the application are on file in the office of the Town Planner and are available for public inspection during normal business hours.

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 by November 13, 2023.

Kathy M. Ruf
Town Clerk

Note to Star Democrat: Please publish the above ad in the **December 3, 2023** and **December 13, 2023** issues of the Star Democrat and send a Certificate of Publication to: Town Clerk, Town of Easton, P.O. Box 520, Easton, MD 21601.

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~~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~~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~~ 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 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~~ 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 35
4:00 p.m. to 7:44 :00 p.m.	-Mon - Fri., Weekends & Company Holidays	\$75 45
7:00 44 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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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 \$214.00
Distribution Charge:	
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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- 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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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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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.

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.

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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:~~

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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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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 ReconnectionReconnection 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

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Distribution Rate:

First 10,000 kWh Rate \$0.~~0543~~0683/kWh

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Excess kWh Rate	\$0. 0373 0470/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
Distribution Rate:	
First 10,000 kWh Rate	\$0. 062470849 /kWh
Excess kWh Rate	\$0. 02618.0356 /kWh
Demand Rate First 15 kW	No Charge
Demand Rate Greater Than 15 kW	\$4.856.30 /kW
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
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.

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

~~J.~~

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

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

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~~ ***Roller Skates,***

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 and 5-3 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, Ordinance 802, effective _____))

Section 5-4.2. Riding on sidewalks prohibited *with exception*.

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. No person shall operate a bicycle in a reckless or negligent manner on any public sidewalk or trail. No person shall ride a bicycle on a public sidewalk or trail without exercising due care for the safety of other persons using the sidewalk or trail. No person shall fail to exercise full control over the bicycle. While on a public sidewalk or trail, a person operating a bicycle must yield the right of way to any pedestrian and, when feasible, audibly alert the pedestrian that they are passing.*** (Ordinance 10 effective 1/1/1941, Ordinance 802, 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 *and skates* 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) *No person shall roller skate or ride a skateboard or scooter in a reckless or negligent manner on any public sidewalk or trail. No person shall ride a skateboard, scooter or roller skate on a public sidewalk or trail without exercising due care for the safety of other persons using the sidewalk. No person shall fail to exercise control while operating roller skates, a skateboard or scooter on public sidewalk or trail. (Ordinance 802, effective _____)*~~

Section 5-4. Enforcement.

The provisions of this section shall be enforced by the police department. Any violation of any provision of this Chapter shall be a municipal infraction punishable as set forth in Section 1-8 of the Town Code. In addition, the bicycle, skateboard, scooter or roller skates may be impounded by the police officer. Upon payment of the fine, the impounded item may be reclaimed by the offender or, where the offender is a minor, his parent or guardian. If an impounded skateboard or roller

skates have not been reclaimed from impoundment within thirty (30) days from the date of offense, then the impounded item shall be deemed abandoned and shall be disposed of in the same manner as abandoned bicycles.

In the event that any law enforcement officer of the Town of Easton observes any minor child operating a *bicycle*, skateboard or scooter in *a manner that is unsafe and/or dangerous in* violation of the provisions of this *Chapter* ~~section~~, the law enforcement officer *shall be authorized to impound a bicycle, skateboard or scooter under the provisions of this section whether or not he or she issues a citation for a violation of this section.* ~~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, Ordinance 802, effective _____)~~

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