



# ELECTRIC SERVICE TARIFF

## TERMS, CONDITIONS, SERVICE SCHEDULES AND RIDERS

(This Electric Service Tariff Supersedes P.C.S. Md. No. 6 together with all supplements)

Thurmont Municipal Light Company  
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ISSUED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THURMONT, MARYLAND

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**Table of Contents**

Sheet No.

Cover .....1

Table of Contents .....2

**Part I. Rules and Regulations**

1. Definition of Terms.....4

2. General .....6

3. Character of Service .....7

4. Rights-of-Way and Permits.....8

5. Extensions of Distribution System and Service Lines .....9

6. Charges for Extensions .....11

7. Customer's Installations and Responsibilities .....14

8. Company's Equipment on Customer's Premises .....16

9. Access to Customer's Premises .....17

10. Continuity of Service .....17

11. Company's Right to Disconnect or Discontinue Service.....18

12. Reconnection of Service .....20

13. Discontinuance by Customer .....21

14. Application for Service .....21

15. Deposits for Service .....22

16. Selection of Service Schedule.....26

17. Customer's Use of Service .....26

18. Billing .....27

**Part II. Service Schedules**

Schedule R - Residential Service.....32

Schedule R-AE - Residential Service – All Electric.....34

Schedule SGS - Small General Service .....36

Schedule MGS - Medium General Service.....39

Schedule LGS - Large General Service .....42

Schedule OL - Outdoor Lighting Service .....45

Schedule SL - Street Lighting Service.....49

Power Cost Adjustment (PCA).....51

Franchise Tax Surcharge.....53

Environmental Surcharge.....54

Universal Service Program Surcharge .....55

Regional Greenhouse Gas Initiative (RGGI).....56

**Table of Contents**  
(continued)

Sheet No.

Part III. Riders

Rider NEM – Net Energy Metering.....	57
Rider NEMAP – Net Energy Metering Aggregation Pilot .....	64

Part IV. Schedule of Fees

Electric Service Tariff Fee Schedule .....	67
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**Rules and Regulations**

1) Definition of Terms

Certain words, when used in this Electric Service Tariff or any agreements of Thurmont Municipal Light Company shall be understood to have the following meanings:

a) **Applicant**

Any person, partnership, corporation, association, governmental agency, or other entity that:

- i) Desires to receive from the Company Service provided for in this Electric Service Tariff or agreements with the Company,
- ii) Complies with all Company requirements for obtaining Service provided for in this Electric Service Tariff or agreements with the Company,
- 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 Electric Service Tariff or agreements with the Company.

An Applicant shall become a Customer for purposes of this Electric Service Tariff only after the Applicant starts receiving Service(s) from the Company.

b) **Billing Period:**

The period between two consecutive meter readings, taken as nearly as practicable on the same date each calendar month as selected by the Company.

c) **COMAR:**

Code of Maryland Regulations; Title 20 of COMAR embodies the Commission's regulations governing service supplied by electric companies.

d) **Company:**

Thurmont Municipal Light Company.

e) **Customer:**

Any person, partnership, corporation, association, governmental agency, or other entity supplied with Service by the Company.

f) **Customer Charge:**

A fixed monthly charge independent of kWh energy consumption.

g) **Commission:**

The Public Service Commission of Maryland.

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**Rules and Regulations**

- h) Demand:  
The maximum rate of use of energy during a specific time interval, expressed in Kilowatts.
- i) Electric Service Tariff  
This Electric Service Tariff in its entirety including its Rules and Regulations, Service Schedules, Riders, and Fee Schedules as revised from time to time and filed with the Commission.
- j) Environmental Surcharge:  
The charge billed by the Company as required under Public Utilities Article, §7-203, Annotated Code of Maryland.
- k) Good Engineering Practice:  
Using generally accepted policies and convention to construct, install, maintain, and operate in accordance with accepted good engineering practice in the electric industry to assure, as far as reasonably possible, continuity of Service, uniformity in the quality of Service furnished, and the safety of persons and property and as defined by COMAR 20.50.02.01 and 20.50.02.02.
- l) Kilowatt; kW:  
One thousand (1,000) watts.
- m) Kilowatt-hour; kWh:  
One thousand (1,000) watts for one (1) hour; One thousand (1,000) watt-hours.
- n) Point of Delivery:  
The point of delivery between the electric distribution system of the Company and the electric system of a Customer; The location that electric Service supplied by the Company is delivered and the ownership and obligations transfer from the Company to the Customer; metering if located elsewhere is for convenience only.
  - i) The Point of Delivery for a Residential Customer with underground service is at the load side of the Company's meter.
  - ii) The Point of Delivery for a Residential Customer with overhead service is at the weather head on the Customer's facility.
  - iii) The Point of Delivery for a Commercial Customer with underground service is at the secondary voltage side of the transformer.
  - iv) The Point of Delivery for a Commercial Customer with overhead service is at the secondary voltage side of the transformer.
  - v) The Point of Delivery for a Primary Voltage Customer is at the conductor terminators on the primary voltage side of the transformer.

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**Rules and Regulations**

o) Rules and Regulations:

That portion of the Electric Service Tariff that incorporates the Company's requirements consistent with the requirements of COMAR. The Rules and Regulations along with the applicable Service Schedules, Riders, and Fee Schedules constitute the entire Electric Service Tariff.

p) Service:

Any electricity which the Company may supply or make provisions to supply, or any services, work, material furnished, or any obligation performed by the Company pursuant to this Electric Service Tariff or agreements with Customers.

q) Service Schedule:

A schedule of the terms and conditions applicable to a Customer's purchase of Services from the Company and which may be applied if a Customer's electric usage characteristics conform, or conform for periods of time, to the character of Service, application of schedule, and electric usage guidelines provided for in the Service Schedule.

r) Universal Service Program Surcharge:

A surcharge that recovers funds used for low income fuel assistance and weatherization programs as established under the Electric Customer Choice and Competition Act of 1999.

2) General

a) Filing and Posting

This Electric Service Tariff is supplementary to the regulations of the Commission governing service supplied by electric companies as set forth in Title 20, Code of Maryland Regulations.

This Electric Service Tariff is subject to changes and revisions in a manner prescribed by law. A copy of this Electric Service Tariff is filed with the Commission and copies are posted to the Company's website and open to inspection at the Company's office.

b) Revisions

This Electric Service Tariff may be revised, amended, supplemented or otherwise changed from time to time, in accordance with rules and procedures of COMAR and the Commission.

c) Statement of Agents

No representative or agent of the Company has authority to modify or make promises, agreements, or representations in conflict with any provision of this Electric Service Tariff or agreement with the Company. The Company shall not be bound by nor be responsible for any promise, agreement, or representation made in violation of this provision.

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**Rules and Regulations**

d) Rules and Regulations

This Electric Service Tariff and the Rules and Regulations contained herein are a part of every agreement for Service and governs all Service Schedules, Riders and agreements.

e) No Prejudice of Rights

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

f) Gratuities to Employees

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

g) Resolution of Disputes

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

3) Character of Service

a) The Company shall furnish only single or three-phase, sixty Hertz alternating current at the available Company voltages (contact the Company to confirm availability):

- i) 120/240 Single Phase
- ii) 120/208 Three Phase or Network
- iii) 120/240 Three Phase (grandfathered)
- iv) 277/480 Three Phase
- v) 480 Three Phase (grandfathered)
- vi) 7,200/12,470 Three Phase

b) The Company shall furnish standard installations for Service generally of the following sizes (non-standard installation requests from Applicant require Company approval):

- |                              |                   |
|------------------------------|-------------------|
| i) Residential:              | 200 Amp           |
| ii) Small General Service:   | 200 Amp           |
| iii) Medium General Service: | 400 - 600 Amp     |
| iv) Large General Service:   | 600 Amp or larger |

c) A Customer or prospective Customer must contact the Company to ascertain the type of Service the Company shall provide before making plans for receiving Service or making alterations to an existing Service.

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**Rules and Regulations**

- d) The type of service, number of phases, and voltages available may be limited within the Company's service area depending on Customer location and usage characteristics.

4) Rights-of-Way and Permits

a) General

- i) An Applicant requesting Service under this Electric Service Tariff or agreement with the Company shall furnish, without expense to the Company, suitable rights-of-way or permits for the installation of facilities on, over, under or across the premises of the Applicant for the purpose of providing Services to the Applicant. Suitable rights-of-way are required for all other extensions, including right to install extensions along and adjacent to thoroughfare and lot lines to adjacent properties. Rights-of-way requirements shall be identified by the Company. All finalized rights-of-way requirements shall be incorporated into the final site plan and appropriately recorded with all public authorities having jurisdiction.
- ii) If it is necessary to acquire such rights-of-way or permits from others, such as adjoining property owners, lessors, railroads, etc. in order to furnish the Company suitable rights-of-way or permits, the Applicant shall be responsible for obtaining such rights-of-way or permits as the Company deems necessary.
- iii) Where, due to the nature of the property to be served, the Company finds that exact boundaries are of critical importance, the Applicant or Customer shall be responsible to locate and mark such boundaries to the reasonable satisfaction of the Company prior to the commencement of any Company owned infrastructure installation.
- iv) The Company shall own and maintain distribution facilities only along public streets, roads, and highways to which the Company has a legal right to occupy, and on public lands and private property across which rights-of-way and easements for installation, operation, and maintenance satisfactory to the Company may be obtained within a reasonable time and without cost or condemnation.

b) Required Property Information

A Customer shall furnish, as required by the Company and at no charge to the Company, property plats, utility plans, grading plans, roadway profiles, property line stakes, grade stakes and all other applicable documentation that provides details of proposed construction. This documentation is required to be provided 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 law, codes, and regulations.



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**Rules and Regulations**

c) Hazardous Conditions

The Customer 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 until such conditions are resolved to the satisfaction of the Company. The Customer shall be responsible for all costs required of the Company to meet applicable environmental or other hazardous condition laws or requirements due to the installation of the Customer's Service.

5) Extensions of Distribution System and Service Lines

a) General

The Company extends its electric lines in accordance with Good Engineering Practice and as described in this Electric Service Tariff.

b) Definitions

Certain words, when used in this Section 5) and Section 6) shall be understood to have the following meanings:

i) Distribution Extension

That part of a Company owned distribution line which is a) located along a public street, road, or highway used as a thoroughfare by the general public and (b) that part of a line located along a private road or across private property and used for the common supply of at least two (2) separately metered structures.

ii) Service Line

That part of a line located on a private road or across private property and used for the supply of a single structure or a combination of two (2) or more structures if served through a single meter.

iii) Extension(s)

Conductors and all ancillary and supplementary systems used to serve Customers whether at distribution voltage from Distribution Extensions or at service voltage from Service Lines.

c) Procedure to Initiate Line Extensions

i) Extensions are initiated when (a) an Application for Service has been signed by the Applicant and approved by the Company for a proposed Extension, b) all rights-of-way, permits, and conditions required by this Electric Service Tariff and other applicable prerequisites have been successfully executed, and (c) full payment of all charges pertaining to the Extension and any other outstanding charges and fees have been received from the Applicant or, upon approval of the Applicant's credit by the Company, installment payments are arranged.

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**Rules and Regulations**

- ii) The Applicant shall comply with all applicable requirements pursuant to Section 4) prior to the Company commencing construction of Extensions to meet the Applicant's Service requirements.
  - iii) Application for Service constitutes permission by the Applicant granting rights-of-way and authority to the Company to perform or cause to be performed all necessary Services to install Extensions, or portions thereof on the Applicant's property, where such extensions are solely for the Applicant's or Applicant's tenant's use. This does not preclude or limit in any way the Company's ability to continue Extensions through documented easements and rights-of-way, or adjacent public roads, alleys, and thoroughfares.
  - iv) Suitable rights-of-way are required for all Extensions along and adjacent to thoroughfare and property lines to adjacent properties. Subsequent relocation of all or part of such Extensions made at the request of an Applicant, in the opinion of the Company, required by a change in existing structures or other activity of such Applicant shall require payment in full by the Applicant of the Company's charges for such relocation.
- d) Layouts for Extensions  
The Company shall select and design the configuration and location of Extensions.
- e) Preparation of Property for Service:
- i) The Applicant shall be responsible for the clearing of all trees, tree stumps and other obstructions from the portion of the Applicant's property necessary to provide Service as designated by the Company. Such clearing shall be completed within a reasonable timeframe to meet the Applicant's Service requirements.
  - ii) The Applicant shall be responsible for the grading of the construction area to within six (6) inches of final grade prior to the Company commencing construction to meet the Applicant's Service requirements.
  - iii) The Residential Applicant requesting service shall be responsible for procuring and installing, or causing to be procured and installed, all equipment and wiring up to the Point of Delivery and setting the meter pan.
  - iv) The Commercial Applicant requesting service shall be responsible for procuring and installing, or causing to be procured and installed, all equipment and wiring up to the Point of Delivery and setting the meter pan. The Company is responsible for and owns the meter regardless of its location. Primary service customers are required to provide additional equipment as described in Schedule LGS.

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**Rules and Regulations**

- v) As elected by the Company, the Commercial Applicant shall be responsible for procuring and installing, or causing to be procured and installed, suitable transformer vaults and entrance facilities, suitable enclosures for switching and protective equipment, and all equipment and facilities on the Customer's side of the transformer. Primary service customers are required to provide additional equipment as described in Schedule LGS.
  - vi) If subsequent to installation, the Company is required to relocate or adjust its installed facilities due to change in grade, adjustments of property lines, or change in plans, the cost of such relocation shall be borne by the Applicant or successor. Necessary relocation or adjustment commence only when payment of costs pertaining to the relocation or adjustment have been received by the Company.
  - vii) The installation of all Company owned Service infrastructure shall be coordinated with all other underground utilities, including the installation of water and sewage facilities, to reasonably minimize potential installation conflicts. In addition, at the Company's sole discretion, no extensions are made until the installation of the Customer's water and sewage utilities is completed.
- f) **Cable and Trench Installation**  
The Applicant shall not trench or install cable on the Company's supply side of the meter for Residential Service and the Company's supply side of the transformer for non-Residential Service. As deemed necessary by the Company, the Applicant may be required to provide and install, or cause to be provided and installed, at the Applicant's expense suitable conduit in areas where the Applicant installs paving such as roadways, driveways, or patios prior to the Company's installation of cable, or where the cable route is such that future maintenance or replacement may be obstructed for direct buried cable installation.
- g) **Ownership and Maintenance**  
All Extensions are owned and maintained by the Company unless a written agreement is executed for specific Extensions.
- 6) **Charges for Extensions**
- a) **General**
    - i) Estimated and installed costs of an Extension shall include all Services performed by the Company in accordance with Good Engineering Practice to make Services available, including but not limited to rearranging or modifying the existing distribution system whether on or off the Applicant's property; cost of conductors, poles, guys, insulators, cross-arms; protective equipment; trenching, backfilling, restoring surfaces; ducts and manholes; breaking and replacing paving, curbing and

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### Rules and Regulations

- sidewalks; transformer pads, foundations, fences, and submersible enclosures; switching and protective equipment; applicable labor. Estimated installed costs shall exclude the cost of transformation and metering equipment.
- ii) The provisions under Section 5) and Section 6) are predicated upon cooperation by the Applicant and good faith efforts to appropriately manage the cost of the Extensions. Incremental costs resulting from an Applicant's failure to cooperate, such as the paving of roads, parking areas, or drive-ways prior to the installation of Company facilities, shall be borne by the Applicant.
  - iii) In the event that the Company elects to install an Extension to supply Service to the Applicant utilizing an alternate or more costly route for the benefit of the Company (and not the Applicant) in accordance with Good Engineering Practice, the charge to the Applicant shall be based on the less costly route, provided that the use of the less costly route is not prevented by refusal of rights-of-way or permits.
  - iv) In the event that an alternate or more costly route for an Extension other than that route selected by the Company is installed at the Applicant's request, the charge to the Applicant shall include, in addition to those charges of the Company selected route, all incremental Company cost incurred in order to comply with the Applicant's requested route.
- b) Residential
- i) Distribution Extension
    - (1) Subdivisions  
For residential subdivisions, the first two hundred (200) feet of the Distribution Extension from the Company's existing distribution system to the boundary line of the subdivision shall be installed by the Company at the Company's expense. Distribution Extensions in excess of two hundred (200) feet shall be installed and charged by the Company to the Applicant consistent with COMAR 20.85.03.06.
    - (2) Single Lots  
New residential structures, mobile homes, or other circumstances for which Section 6)b)i)(1) is not applicable, the Distribution Extension shall be installed by the Company at the Company's expense from the Applicant's property boundary line to an adjacent existing distribution line that is designated by the Company as appropriate for additional Service and located near the property, not to exceed 200 feet. If no such existing distribution line exists, the Company shall construct a Distribution Extension to the nearest practicable electric supply facility at the Applicant's expense not to exceed one-dollar (\$1.00) per foot of Extension in excess of two hundred (200) feet consistent with COMAR 20.85.03.06.

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## Rules and Regulations

ii) Distribution Systems Within Residential Subdivisions

The Company shall install, at its expense, underground distribution systems within residential subdivisions, with the exception of Distribution Extensions on private property and Service Lines.

(1) Advance Installations

When it is necessary that the Company install a Distribution Extension throughout portions of a residential subdivision where Service will not be connected to end-use Customers for two (2) years or more, the Applicant shall deposit with the Company, the estimated installed cost of such Distribution Extension, excluding the cost of transformers and meters, prior to the commencement of construction. Deposits taken under such advance installations, upon request and application by the Applicant, shall be refunded on a pro-rata basis as new end-use Customers complete Service connection to the Distribution Extension. Any portion of such deposit remaining un-refunded for a period of ten (10) years from the date the Company has installed the Distribution Extension or portion of the Distribution Extension shall be forfeited by the Applicant to the Company.

(2) Open Areas

When a residential subdivision includes open areas that result in an abnormal increase in the installation costs of Extensions to the Company, the Company may refer the matter to the Commission for a ruling as to whether a charge should be assessed against the Applicant, and the amount of the charge, if any. In the event the total installed cost of the Extension through all such open areas is less than five percent (5%) of the total installed cost of the Extension in the entire subdivision, the Applicant shall not be required to pay such additional costs to the Company.

iii) Extensions on Private Property

Extensions installed on private property shall be charged by the Company to the Applicant at installed cost less trenching costs recovered from other parties, if any. Such charges shall be equally allocated to all Customers served from the installed Extension.

iv) Service Lines

Service Lines installed from the property boundary to the Point of Delivery or to any other point located on the property shall be charged by the Company to the Applicant at installed cost, less trenching costs recovered from other parties, if any.

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**Rules and Regulations**

- v) **Extensions to Multiple Occupancy Residential Structures**  
Extensions installed to multiple occupancy residential structures shall be charged in accordance with provisions under Section 6)c)i) and Section 6)c)ii). Service Lines installed to multiple occupancy residential structures shall be charged in accordance with provisions under Section 6)b)iv).
  - vi) **Non-Residential Structure in an Apartment Complex**  
Extensions installed by the Company within an apartment complex or similar configuration of structures that do not service residential dwelling units but instead serve other facilities such as offices, maintenance structures, or amenities shall be charged in accordance with provisions under Section 6)c).
  - c) **Non-Residential**
    - i) **Distribution Extensions**  
For non-residential subdivisions, Distribution Extensions shall be installed by the Company and charged to the Applicant at estimated installed cost less trenching costs recovered from other parties, if any.
    - ii) **Distribution Extensions on Private Property**  
Distribution Extensions installed on private property shall be charged by the Company to the Applicant at installed cost less trenching costs recovered from other parties, if any. Such charges shall be equally allocated to all Customers served from the installed Distribution Extension.
    - iii) **Service Lines**  
Service Lines installed from the property boundary to the Point of Delivery or to any other point located on the property shall be charged by the Company to the Applicant at installed cost less trenching costs recovered from other parties, if any.
  - d) **Primary Voltage Systems**  
Extensions installed for Primary Voltage Systems shall be charged in accordance with provisions under Section 6)c).
- 7) **Customer's Installations and Responsibilities**
- a) All materials and installations performed by the Customer must be procured and performed in accordance with all applicable industry standards, codes, State and Municipal regulations and guidelines, and in conformance with the Company's Rules and Regulations for Meter and Service Installation. The Company reserves the right to inspect and approve Customer materials and installations. The Customer shall be responsible for contacting the Company prior to procurement or installation in reference to any materials or installation in order to ensure Company approval.

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**Rules and Regulations**

- b) For the protection of Customers, Company employees, and the general public, all wiring and equipment shall be installed and maintained by a licensed electrician. All work, wiring, and equipment installed on the premises of the Customer shall be performed in conformance with the Company's Rules and Regulations for Meter and Service Installation and with all applicable State and Municipal regulations. All wiring and equipment shall be inspected and approved by a licensed electrical inspector prior to the Company providing Service. In no event shall the Company be under any obligation to inspect the wiring, equipment, or appliances of an Applicant or Customer.
- c) The Customer, in accepting Services from the Company, assumes full responsibility for the safety and efficiency of the wiring and equipment installed by the Customer. The Customer agrees to indemnify and save the Company harmless against any liability that may arise as the result of the use of Service supplied to the Customer by the Company.
- d) 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 improper installation by the Customer, or the negligence or wrongful act of the Customer, its agents, or employees, the cost of the necessary repairs or replacement shall be borne by the Customer and any liability otherwise resulting shall be assumed by the Customer.
- e) The Customer shall not operate any equipment, including but not limited to Eligible Customer-Generation, which results in a condition that prevents the Company from supplying satisfactory Service to the Customer or to other Customers. The Company reserves the right to place restrictions on the type and manner of use of Customers' electrical equipment connected to Company's lines, particularly prohibiting any Customer usage of highly fluctuating, high harmonic content, or low power factor character.
- f) A Customer shall provide immediate written notice to the Company of any proposed substantial increase or decrease in, or change of purpose or location of the Customer's installations. The Service connection, transformers, meters and equipment supplied by the Company for each Customer have a specific 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 of installation shall render the Customer liable for any damage to the meters, auxiliary apparatus, transformers, wires, or any other Company or Customer equipment resulting from such change.
- g) A Customer is responsible for notifying, or causing the Customer's licensed electrician to notify, the Company at least three business days prior to performing work on Customer's equipment or lines that cannot be de-energized from the Company's distribution system by the Customer.

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**Rules and Regulations**

8) Company's Equipment on Customer's Premises

- a) The Customer shall furnish the Company without cost, satisfactory rights-of-way and suitable location and housing for equipment on the Customer's premises, for the Company's facilities and equipment required to provide the Customer with Service.
- b) The Company shall have the right to place its transformers and such other equipment as may be needed in connection with supplying such Services to the Customer at a convenient point or points on the property or in a structure(s) of the Customer.
- c) The Customer shall provide suitable space for the installation of necessary metering equipment which space shall be:
  - i) Substantially free from vibration and dust at an outside location;
  - ii) Readily accessible and convenient for reading, testing and servicing; and
  - iii) Such that apparatus will be reasonably protected from damage by the elements or the negligent or deliberate acts of persons.
- d) All Service Schedules, unless otherwise stated, are based upon the Service to one entire premises through a single delivery and 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 unless otherwise specifically allowed pursuant to this Electric Service Tariff or agreement with the Company. 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 large industrial or commercial Customers having extensive operations in a contiguous area. Where the Customer desires an additional Point of Delivery not necessitated by load or Service requirements, the Customer shall pay the costs of the additional facilities.
- e) All Service equipment furnished and installed by the Company shall be and remain the property of the Company and be accessible for Company maintenance and operation at all times.
- f) Interference or tampering with Company's equipment, meters or other apparatus or any act preventing the proper registration of Service is prohibited. The Customer, by reason of his control of the premises, shall be responsible for all damages caused by such interference, tampering, or other acts. Further, if inaccurate metering results from such interference, tampering, or other acts, the Customer shall pay an amount estimated by the Company to recompense for Service not properly recorded.



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**Rules and Regulations**

9) Access to Customer's Premises

The authorized agents or representatives of the Company having the proper Company identification shall have access at a reasonable time of day 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 Service. For outages, critical repairs, high priority maintenance and emergencies, authorized agents or representatives of the Company having proper Company identification shall have access at all times to the premises of the Customer.

10) Continuity of Service

a) Company Liability

- i) The Company does not guarantee continuous uninterrupted Service and, except as provided for in this Electric Service Tariff or agreements with the Company, shall not be liable for any change, interruption, phase 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, except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.
- ii) 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.
- iii) 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 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 agreements, contracts, arrangements, or other provisions that Customers may execute with any entity for any goods, services, equipment or other products. The Company shall not be liable for any damages or losses due to the fault or negligence of Customers or due to the failure or malfunction of Customer-provided equipment or facilities.

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**Rules and Regulations**

b) Notice of Trouble

The Customer is responsible for notifying the Company promptly of any trouble or irregularity in Service when the Customer becomes aware of any trouble or irregularity in Service.

c) Prearranged Interruption of Service

When it is necessary for the Company to interrupt Service to perform work on lines or equipment, such work shall be done, to the extent practicable, at a time that will cause less inconvenience to Customers. The affected Customer(s) shall, if practicable, be notified in advance of such interruptions.

11) Company's Right to Disconnect or Discontinue Service

a) The Company reserves the right to disconnect Service to a Customer upon the occurrence of any one or more of the following events:

i) Without Prior Notice

(1) Interference or tampering with meters, Company equipment, wires, or there exists evidence of any diversion of Service.

(2) An environmental or hazardous condition is identified on the Customer's premises or potentially affecting safe delivery of Service.

(3) The condition of the Customer's wiring, equipment, or appliances is deemed unsafe or unsuitable for receiving Service, or the Customer's use of electricity or equipment interferes with or may be detrimental to the supply of Service by the Company to other Customers.

(4) Unauthorized use of Service by any method, including diversion of electricity.

ii) With Prior Notice

(1) With fourteen (14) days' notice

The Company shall send or deliver a notice of termination to the Customer at least fourteen (14) days before the date on or after which termination shall occur for the following:

(a) Nonpayment of past due bills.

(b) Failure of the Customer to provide the Company with a deposit as authorized in this Electric Service Tariff.

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**Rules and Regulations**

- (c) Failure of the Customer to furnish the equipment, permits, certificates, or rights-of-way, as specified by the Company as a condition to providing or obtaining Service or if the equipment, permits, certificates, or rights-of-way are withdrawn or terminated.
  - (d) Failure to comply with this Electric Service Tariff, in violation of or noncompliance with COMAR, or with any of the conditions or obligations of any agreement with the Company for the purchase of Services.
  - (e) Failure of the Customer to permit a Company representative or agent reasonable access to the Company's meter, wires, equipment, or other apparatus located on or in the Customer's premises.
- (2) With seven (7) days' notice  
The Company shall send or deliver a notice of termination to the Customer at least seven (7) days before the date on or after which termination shall occur for the following:
- (a) Application for Service was made in a fictitious name.
  - (b) Application for Service was made in the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's address.
  - (c) Application for Service was made in the name of a third party without disclosing that fact or without bona fide authority from the third party.
  - (d) Application for Service was made without disclosure of a material fact or by misrepresentation of a material fact.
  - (e) Application for Service was made for connection of Service to a dwelling where there are co-occupants, if an account for that dwelling unit was previously maintained in a current co-occupant's name during a period of co-occupancy with the Applicant and the co-occupant has failed to pay or make satisfactory arrangements to pay an outstanding bill or undisputed portion of a disputed bill for Service at the dwelling unit, the collection of which is not barred under applicable State or Federal law.
  - (f) Application for Service was made for connection of Service to a dwelling unit where there are co-occupants, if the account at a prior dwelling unit of the Applicant was listed in a current co-occupant's name, and the co-occupant has failed to pay or to make satisfactory arrangement to pay an outstanding bill or

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**Rules and Regulations**

undisputed portion of a disputed bill for Service at the prior dwelling unit, the collection of which is not barred under applicable State or federal law.

(g) Application for Service was made by an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bill.

- b) The Company will disconnect Service to a Customer when requested by any public authority having jurisdiction.
- c) Notice of disconnection shall be considered to be given a Customer when copy of such notice is left with the Customer, left at the Customer's premises in a visible location where the bill is rendered, or posted using first-class mail and addressed to the Customer's last post office address shown on the records of the Company, per COMAR 20.31.02.05.
- d) When Service to a Customer is disconnected in accordance with any of the provisions of this Electric Service Tariff or agreement with the Company, the Company shall not be liable for any damage, direct or indirect, resulting from such disconnection.
- e) The Company reserves the right to discontinue Service without notice upon the occurrence of any one or more of the following events:
  - i) Unavoidable shortages or interruption in Company's source of electric supply or in other cases of emergency.
  - ii) Company facility repairs, alterations, maintenance, extensions or any other activity requiring discontinuance of Service of the operations of the system.

12) Reconnection of Service

- a) If Service has been disconnected for any of the provisions of this Electric Service Tariff or agreement with the Company, the Company shall reconnect Service within the shortest time practicable consistent with safety, after the conditions resulting in disconnection have been rectified.
- b) The Company shall reconnect the Customer's Service only after the Customer has complied with the following:
  - i) Paid all delinquent bills or have been accepted into a Company alternate payment plan as required per COMAR 20.31.01.08.

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**Rules and Regulations**

ii) Paid the reconnection charge as follows:

(1) During the hours of 7:00 am to 3:30 pm, the minimum reconnection charge shall be as stated in the Company Electric Service Tariff Fee Schedule.

(2) During the hours of 3:30 pm to 7:00 am, or any other times when the Company's Service department applies call-out rates, the minimum reconnection charge shall be as stated in the Company Electric Service Tariff Fee Schedule.

iii) Conditions resulting in the disconnection of Service have been rectified to the satisfaction of the Company.

c) If Service has been disconnected by the Company at the direction of any public authority having jurisdiction, the Service will be reconnected only at the direction to do so from the same public authority having jurisdiction giving such direction.

13) Discontinuance by Customer

a) Notice to Discontinue

The Customer shall give the Company at least five (5) days written notice to discontinue Service unless otherwise agreed upon and shall be responsible for all Service taken until the meter is read or disconnected. Such notice prior to the term expiration of this Electric Service Tariff or agreement shall not relieve the Customer from any minimum or guaranteed payment under such Electric Service Tariff or agreement.

b) Completion of Agreements

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 this Electric Service Tariff or agreement it may have entered into, the Company shall render a final bill.

c) Final Bill

The final bill for Service shall be based on an actual meter reading and is due and payable when rendered.

14) Application for Service

a) The Company reserves the right to require the Applicant, before Service is delivered, to execute an application for Service. Whether or not a written application or agreement is executed, the Applicant, by accepting Services from the Company, agrees to be bound by this Electric Service Tariff and agreements as revised from time to time.

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**Rules and Regulations**

- b) The Company shall supply Service to an Applicant when the following conditions have been met.
  - i) The Applicant's installation has been made in accordance with the Company's published Rules and Regulations for Meter and Service Installations.
  - ii) The Company has received from the Applicant, or the Company already has on file for the Applicant's facility, a certificate signed by an authorized inspection agency certifying that the wiring on the premises of the Applicant has been installed in compliance with the requirements as may be fixed by authorized governmental authority. All fees or charges to be paid in connection with the issuance of such certificates shall be the responsibility of the Applicant.
- c) The Company may reject any application for Service if the Applicant does not meet all the requirements of this Electric Service Tariff. The Applicant shall be given the reason or reasons for rejection of the application for Service in writing if requested.

**15) Deposits for Service**

The Company may require a deposit from an Applicant or an existing Customer for each account until satisfactory credit is established to guarantee payment of final bills for Service rendered and then subsequently to apply to any unpaid balance due on any other account of the Customer. The deposit is not intended for nor shall it be applied to current delinquent bills or non-payment of Services.

- a) Residential Applicant Deposits
  - i) Such deposit shall not exceed an amount equal to two-twelfths (2/12) of the estimated charges for Service to the Customer for the ensuing twelve (12) months.
  - ii) At the request of the Applicant, deposits in excess of fifty dollars (\$50.00) may be paid to the Company in installments as follows:
    - (1) An initial deposit remitted by the date Service is provided by the Company shall be the greater of fifty dollars (\$50.00) or one-third (1/3) of the total deposit.
    - (2) Deposits between fifty dollars (\$50.00) and one hundred fifty dollars (\$150.00) may be remitted over a period of eight (8) weeks, or
    - (3) Deposits over one hundred fifty dollars (\$150.00) may be remitted over a period of twelve (12) weeks.

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**Rules and Regulations**

iii) Exemption from Deposits

(1) Applicants that are sixty (60) years of age or older applying for Service under a Residential Service Schedule shall be exempt from providing the Company a deposit by presenting satisfactory proof of:

(a) Age.

(b) Intent to be a Customer of the Company as evidenced by lease, mortgage, rental agreement, or title to a residential dwelling being maintained in the name of the Applicant.

(c) The absence of any outstanding bill payable to the Company or other Town of Thurmont utility.

(2) Applicants that provide evidence satisfactory to the Company pursuant to COMAR 20.30.02.02B regarding the methods of establishing credit may be exempt from providing the Company a deposit.

b) Non-Residential Applicant Deposits

i) Such deposit shall not exceed an amount equal to the maximum estimated charge for Service for two (2) consecutive Billing Periods.

ii) At the request of the Applicant, deposits in excess of one hundred dollars (\$100.00) may be paid to the Company in installments over a period of eight (8) weeks.

iii) Applicants that provide evidence satisfactory to the Company pursuant to COMAR 20.30.01.02B regarding the methods of establishing credit may be exempt from providing the Company a deposit.

c) Interest on Deposits

i) The Company shall pay simple per annum interest on deposits from the day of receipt from the Customer to the Company.

ii) The interest rate for calculating interest on deposit shall be as follows:

(1) The weighted average of the monthly calendar year rates that are appropriate to the deposit holding period.

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**Rules and Regulations**

- (2) The calendar year rates shall be equal to average of the one (1) year treasury constant maturity yield percentages for September, October, and November of the preceding year.
- iii) The Company's obligation to pay interest on deposits shall cease upon:
- (1) The date the deposit is returned.
  - (2) The date that Service is terminated.
  - (3) The date on which the deposit is utilized for payment of final bills or applied to any unpaid balance due on any other account of the Customer.
  - (4) The date that notice is sent to the Customer's last known address that the deposit is no longer required.
- d) Refund of Deposits  
The Company shall refund deposits plus accrued interest or the balance, if any, in excess of unpaid bills including any penalties assessed for Service, pursuant to the following conditions.
- i) Residential Refund of Deposits
- (1) Discontinuance of Service  
Upon the discontinuance of Service by the Customer. Transfer of Service within the Company's Service Territory shall not be deemed a discontinuance of Service.
  - (2) Good Payment Record
    - (a) Service disconnection for nonpayment of past due bills has not occurred within the last twelve (12) months.
    - (b) All bills have been paid without more than two (2) occurrences within the most recent twelve (12) months in which a bill has not been paid when becoming due.
    - (c) There is no current payment delinquency.
  - (3) Establishment of Credit  
Upon the establishment of credit by the Customer under the provisions provided within this Electric Service Tariff, a refund of deposit may be requested by the Customer.



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**Rules and Regulations**

(4) Age of Sixty (60) Years

Current Customers that are sixty (60) years of age or older providing the Customer:

- (a) Requests a refund of deposit;
- (b) Presents satisfactory proof of age; and
- (c) Has no past due or uncollected bills.

ii) Non-Residential Refund of Deposits

(1) Discontinuance of Service

Upon the discontinuance of Service by the Customer. Transfer of Service within the Company's Service Territory shall not be deemed a discontinuance of Service.

(2) Good Payment Record

- (a) Bills for Service for the first four (4) years following payment of the deposit have been paid.
- (b) Service disconnection for nonpayment of past due bills has not occurred within the last two (2) years.
- (c) All bills have been paid without more than two (2) occurrences within the most recent twelve (12) months in which a bill has not been paid within a reasonable time after becoming due.
- (d) There is no current payment delinquency.
- (e) There have been no returned checks from the Customer's banks within the most recent two (2) years.
- (f) No detrimental credit information has been recorded against the Customer within the most recent two (2) years.

iii) Establishment of Credit

Upon the establishment of credit by the Customer under the provisions provided within this Electric Service Tariff, a refund of deposit may be requested by the Customer.

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**Rules and Regulations**

iv) **At the Option of the Company**

The Company, at its sole discretion, may refund deposits plus accrued interest, in whole or in part earlier than what is prescribed under this Electric Service Tariff.

16) Selection of Service Schedule

- i) Upon request, the Company shall assist the Customer in the selection of the applicable Service Schedule, but the duty and responsibility of making the selection shall rest with the Customer, after which its application shall remain in effect for the minimum term which the Service Classification specifies.
- ii) Such Service Schedules set forth the conditions and Customer usage characteristics under which it applies. When changes in usage characteristics, connected load, capacity required, operating conditions, or other factors affect the applicability of a Service Schedule under which a Customer is currently being served, the Company reserves the right to transfer a Customer to the appropriate Service Schedule based on actual usage or changed conditions.
- iii) The Company does not guarantee that a Customer will be served under the most favorable applicable Service Schedule. Unless otherwise directed by the Commission, no refund shall be made by the Company to a Customer representing the difference in charges under a Service Schedule applied and charges under a Service Schedule that would have been applied had a more favorable Service Schedule been selected by the Customer or had a more favorable Service Schedule been applied to the Customer.

17) Customer's Use of Service

- a) **Resale Forbidden**  
A Customer shall not directly or indirectly sell, sublet, assign or otherwise dispose of Service provided by the Company under this Electric Service Tariff, agreements, or any part thereof.
- b) **Multiple Occupancy Buildings**  
Multiple occupancy buildings, shopping centers, and similar accounts shall not be master metered, but shall be individually metered for each occupancy unit that is individually leased or owned.
- c) **Transient Voltages**  
Customers are cautioned that certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems during routine operation. The Company shall not be liable for transient voltage related damage or loss. The Company will provide available information to the Customer or prospective Customer on protective devices, upon request.

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**Rules and Regulations**

d) Power Factor

The average power factor of the Customer's load, where applicable, at the point where Service is metered during the time of maximum Demand shall not be less than 85%.

If Company determines the Customer's power factor requires correcting, the Customer agrees to make necessary corrections to improve and correct Customer's power factor.

Where lighting, welding, motors or other electrical equipment or devices affecting low power factor characteristics are installed, the Customer may 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.

e) Change in Load and Characteristics

Because the Company's facilities used in supplying Service have limited capacity and can be damaged by overloads, a Customer shall give adequate notice to the Company and obtain the Company's written consent before making any substantial change in the amount of load or load characteristics connected to the Company.

f) Limitation of Use

No other source of Service, other than from the Company, 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.

18) Billing

a) Bills for regular Service shall be rendered monthly following the delivery of Service based on meter readings scheduled at approximately monthly intervals of from twenty-five (25) days to thirty-five (35) days.

b) All bills are payable upon the date rendered. In the event of dispute of date rendered, the postmark shall control. The final date for payment is 20 days from the date rendered for Residential Customers and 15 days from the date rendered for non-Residential Customers. Failure to receive the bill does not excuse Customers from payment obligations.

c) If the Company's personnel 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 based on the Customer's historical use, if applicable.

d) If Service is supplied to the Customer prior to the placement of metering equipment or during periods of defective metering, the Customer shall pay for Service based on estimated usage characteristics from a period of comparable usage.

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**Rules and Regulations**

- e) Estimated bills rendered will be reconciled by the Company in the subsequent billing month or as promptly as practicable.
- f) Bills for special or short-term Service, including charges for connection and disconnection, may be rendered at any time at the discretion of the Company, and will be payable upon date rendered.
- g) Uniform Payment Plan
  - i) Customers taking Service under Residential Service – All Residential Electric Customers that have no account delinquency within the most recent twelve (12) month period may elect to enroll in the Company’s uniform payment plan for leveled monthly billing. Uniform monthly payments shall be established by the Company as one-twelfth (1/12) of the total estimated Service cost for a period of twelve (12) months.
  - ii) Under such uniform payment plan, Customers shall be billed eleven (11) months for the uniform monthly payment as established by the Company and billed or credited in the twelfth (12<sup>th</sup>) month for reconciliation of the balance. The reconciliation shall be the balance of the actual payment due to date and the total uniform payment paid to date. The twelfth (12<sup>th</sup>) reconciliation month shall be by June 1 of each uniform payment year.
- h) Late Payment Charge
  - i) Residential  
Bills not paid within 20 days after the date of rendering, an additional charge of one and one-half percent (1½%) of the net bill, less applicable taxes and the environmental surcharge, shall be applied. At the end of the first nominal billing interval after that, an additional charge of one and one-half percent (1½%) of any portion of the original amount which remains unpaid at that time shall be applied. At the end of the second nominal billing interval, an additional charge of two percent (2%) of any portion of the original amount which remains unpaid at that time shall be applied. The total additional charge for any original unpaid amount shall not exceed five percent (5%).
  - ii) Non-Residential  
Bills not paid within 15 days after the date of rendering, an additional charge of one and one-half percent (1½%) of the net bill, less any applicable taxes and the environmental surcharge, shall be applied. At the end of the first nominal billing interval after that, an additional charge of one and one-half percent (1½%) of any

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**Rules and Regulations**

- portion of the original amount which remains unpaid at that time shall be applied. At the end of the second nominal billing interval, an additional charge of two percent (2%) of any portion of the original amount which remains unpaid at that time shall be applied. The total additional charge for any original unpaid amount shall not exceed five percent (5%).
- iii) Upon request by the Customer, the Company may permit one (1) waiver of the late payment charge during any twelve (12) month period.
- i) Returned Check Charge
- i) Checks received in payment of bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge, per check per occurrence, as stated in the Company Electric Service Tariff Fee Schedule and shall be levied against the Customer's account. Proper notice of the returned check and the resulting charge shall be mailed to the Customer by first-class mail.
- ii) Checks returned by the Customer's bank for reason of non-sufficient funds shall be submitted to the bank a second time by the Company and, if then paid by the Customer's bank, will not incur a returned check charge.
- iii) Upon request by the Customer, the Company may permit one (1) waiver of the returned check charge during any twelve (12) month period.
- j) Adjustment of Bills
- i) Fast watt-hour meter
- When, upon test made by the Company, a watt-hour meter in service is found to have a positive weighted average error (i.e. 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 that the Customer received Service through the meter, as 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 that the over-registration existed for a period of three (3) years or a period equal to one-half of the time since the meter was last tested, whichever is less.

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**Rules and Regulations**

ii) Slow or stopped meter

- (1) When, upon test made by the Company, a meter is found to have a weighted negative average error (i.e. when it under-registers or is slow) in excess of two percent (2%), or is found to be stopped, the Company shall estimate the proper charge for the unregistered Service by reference to the Customer's consumption during similar periods or by such methods as the Commission may authorize or direct.
- (2) The Company shall bill the Customer one-half ( $\frac{1}{2}$ ) of the unbilled error for a period of twelve (12) months, unless the meter has been tested within that twelve (12) month period, in which event the Company shall bill the Customer one-half ( $\frac{1}{2}$ ) of the unbilled error for the period since the meter was last tested. If the billing amount of under-registration is less than five dollars (\$5.00), the Company shall not adjust the bill.

iii) Demand meter

When, upon test by the Company, a demand meter is found 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 for fast watt-hour meters in Section 18j)i) or slow or stopped meter in Section 18j)ii) as appropriate.

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

iv) Accidental ground

- (1) When an accidental ground exists without the knowledge of the Customer and has resulted in the meter registering more Kilowatt-hours than the Customer has actually consumed, the Billing Periods prior to the discovery of the ground, not to exceed six (6) months, shall be adjusted on the following basis:
  - (a) The average Kilowatt-hour consumption for the six (6) months prior to the ground, or for the corresponding month of the previous year, whichever appears to be more equitable in the opinion of the Company, shall be used as the basis for determining estimated actual consumption.
  - (b) One-half ( $\frac{1}{2}$ ) of the difference between the estimated actual consumption and the metered Kilowatt-hours shall be added to the estimated actual consumption to compute the Customer's adjusted bill.

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**Rules and Regulations**

(2) Subsequent to the discovery of an accidental ground, no further adjustment shall be made.

v) Adjustments for incorrect billings

Incorrect billings for Service resulting from clerical error, incorrect meter installation, meter reading inaccuracy, incorrect application of Service Schedule by the Company, or other similar causes shall be corrected upon discovery and adjustments to reflect corrected bills rendered to the Customer in accordance with the following:

(1) Overcharge adjustment

The total overcharge shall be refunded or credited to the Customer to the known date that the error occurred except for an overcharge resulting from an incorrect reading of the meter when the amount shall automatically be corrected in subsequent billing based on the correct meter reading. In the case of an unknown date of the error, the overcharge shall be refunded or credited to the Customer for a period not to exceed (3) years or a period equal to one-half (1/2) of the time since the date upon which it can be established that the error did not exist, whichever is less.

(2) Undercharge adjustment

- (a) The total undercharge shall be retroactively billed to the known date that the error occurred but shall not be for a period more than twelve (12) months prior to the discovery of the error unless authorized by the Commission.
- (b) At its discretion, the Company may seek Commission authorization for retroactive billing of undercharges which occurred more than twelve (12) months prior to the discovery of the error, but not more than a period of three (3) years prior to the discovery of the error.
- (c) In the event the total undercharge is greater than thirty-five percent (35%) of the Customer's average monthly bill during the preceding three (3) months, upon request, the Customer shall be offered an installment plan to pay the total retroactive billing, without interest. The period of the installment plan shall be not less than the period in which the undercharges occurred, unless approved by the Customer.

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**Service Schedules**  
**Monthly Charges and Rates**

**RESIDENTIAL SERVICE**  
**(Schedule R)**

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company and applies to single phase residential Service through one meter for general household use.

2) Term of Contract

Service is provided under this Service Schedule on a month to month basis.

3) Character of Service

Alternating current Service having the following characteristics:

- i) 60 Hertz.
- ii) Single phase.
- iii) 120/240 volts.
- iv) Each residence taking Service under this Service Schedule shall be metered and billed separately.

4) Rules and Regulations

All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.

5) Miscellaneous Taxes/Surcharges

All applicable Commission approved billing factors apply.



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**Service Schedules**  
**Monthly Charges and Rates**

RESIDENTIAL SERVICE  
(Schedule R)

Customers receiving Service under this Service Schedule shall be rendered monthly bills as follows:

1) Charges Under This Service Schedule

- a) Customer Charge  
Monthly \$3.25 per month
- b) Energy  
All kWh used \$0.02818 per kWh

2) Minimum Bill

The minimum bill shall be the Customer Charge.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule.

4) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

6) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

7) Regional Greenhouse Gas Incentive (RGGI) Rate Credit

The RGGI Rate Credit shall be applied to all billings under this Service Schedule at such rates as set forth by the Commission.

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**Service Schedules  
Monthly Charges and Rates**

RESIDENTIAL SERVICE – ALL ELECTRIC  
(Schedule R-AE)

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company and applies to single phase residential Service through one meter for general household use and as the sole method of space heating.

2) Term of Contract

Service is provided under this Service Schedule on a month to month basis.

3) Character of Service

Alternating current Service having the following characteristics:

- i) 60 Hertz.
- ii) Single phase.
- iii) 120/240 volts.
- iv) Each electric space heating installation taking Service under this Service Schedule shall be at 240 volts.
- v) Each residence taking Service under this Service Schedule shall be metered and billed separately.

4) Rules and Regulations

All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.

5) Miscellaneous Taxes/Surcharges

All applicable Commission approved billing factors apply.

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**Service Schedules**  
**Monthly Charges and Rates**

RESIDENTIAL SERVICE – ALL ELECTRIC  
(Schedule R-AE)

Customers receiving Service under this Service Schedule shall be rendered monthly bills as follows:

1) Charges Under This Service Schedule

- a) Customer Charge  
Monthly \$3.25 per month
- b) Energy  
All kWh used \$0.02818 per kWh

2) Minimum Bill

The minimum bill shall be the Customer Charge.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule.

4) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

6) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

7) Regional Greenhouse Gas Incentive (RGGI) Rate Credit

The RGGI Rate Credit shall be applied to all billings under this Service Schedule at such rates as set forth by the Commission.

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**Service Schedules**  
**Monthly Charges and Rates**

SMALL GENERAL SERVICE  
(Schedule SGS)

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company.

2) Application of Service Schedule

For new Customers, this Service Schedule applies to any non-residential Customer with monthly energy consumption not expected by the Company to exceed 3,500 kWh. This Service Schedule may also be implemented when the energy consumption of an established Customer taking Service under Schedule MGS fails to equal or exceed 3,500 kWh for any two (2) months of the twelve (12) month period prior to the Billing Period. This Service Schedule may cease to be applicable when the energy consumption of an established Customer taking Service under this Service Schedule is determined to have exceeded 3,500 kWh for any two (2) months in the twelve (12) month period prior to the Billing Period. In such case, the Customer may be transferred to Schedule MGS.

3) Term of Contract

Service is provided under this Service Schedule on a month to month basis for single phase service. Three phase service is provided under an agreement with the Customer to take continuous Service under this Service Schedule for a period of one (1) year or longer. Service provided under this Service Schedule for less than one (1) year shall be provided as Temporary Service pursuant to this Service Schedule.

4) Temporary Service

The Company shall furnish Service for construction or other similar commercial purposes through service connection facilities of a temporary rather than permanent nature, or for Service supplied for a limited time such as for carnivals, festivals, Christmas tree lighting, etc., provided the Customer bears the expense of the installation.

The Company shall furnish all materials necessary for Service entrance on a structure owned, provided, and approved by the Company, upon advance payment by the Customer of the charges for installation and appropriate deposit(s) set forth in this Service Schedule. Any and all advance payments shall not be refunded.

5) Character of Service

Alternating current Service having the following characteristics:

- i) 60 Hertz.
- ii) Single phase.
- iii) 120/240 volts.

**Service Schedules**  
**Monthly Charges and Rates**

**SMALL GENERAL SERVICE**  
**(Schedule SGS)**

- iv) Three phase.  
120/208; 120/240 (grandfathered); 277/480; or 480 (grandfathered) volts.
  - v) Phase and Voltages available depend on location, character, and size of the Customer's load. The Company will furnish such information upon request.
- 6) Rules and Regulations  
All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.
- 7) Miscellaneous Taxes/Surcharges  
All applicable Commission approved billing factors apply.

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**Service Schedules**  
**Monthly Charges and Rates**

**SMALL GENERAL SERVICE**  
**(Schedule SGS)**

Customers receiving Service under this Service Schedule shall be rendered monthly bills as follows:

1) Charges Under This Service Schedule

- |                    |                   |
|--------------------|-------------------|
| a) Customer Charge |                   |
| Monthly            | \$4.25 per month  |
| b) Energy          |                   |
| First 700 kWh used | \$0.04683 per kWh |
| Remaining kWh used | \$0.02220 per kWh |

2) Minimum Bill

The minimum bill shall be the Customer Charge.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule.

4) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

6) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

7) Installation Charges for Temporary Service

3 wire – 240 volts – 70 amperes

Shall be as stated in the Company Electric Service Tariff Fee Schedule

3 wire – 240 volts – 100 amperes

Shall be as stated in the Company Electric Service Tariff Fee Schedule

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**Service Schedules**  
**Monthly Charges and Rates**

MEDIUM GENERAL SERVICE  
(Schedule MGS)

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company.

2) Application of Service Schedule

For new Customers, this Service Schedule applies to any non-residential Customer with monthly energy consumption expected by the Company to exceed 3,500 kWh, and with monthly billing Demand expected to be less than two hundred (200) kW. This Service Schedule may also be implemented when the energy consumption of an established Customer taking Service under Schedule SGS exceeds 3,500 kWh for any two (2) months in the twelve (12) month period prior to the Billing Period. This Service Schedule may cease to be applicable when energy consumption of an established Customer taking Service under this Service Schedule is determined not to have exceeded 3,500 kWh for any two (2) months of the twelve (12) month period prior to the Billing Period. In such case, the Customer may be transferred to Schedule SGS.

This Service Schedule may also be implemented when the billing Demand of an established Customer taking Service under Schedule LGS fails to equal or exceed two hundred (200) kW for any two (2) months in the twelve (12) month period prior to the Billing Period. This Service Schedule may cease to be applicable when the billing Demand of an established Customer taking Service under this Service Schedule equals or exceeds two hundred (200) kW for any two (2) months in the twelve (12) month period prior to the Billing Period. In such case, the Customer may be transferred to Schedule LGS.

3) Term of Contract

Service is provided under this Service Schedule on a month to month basis for single phase service. Three phase service is provided under an agreement with the Customer to take continuous Service under this Service Schedule for a period of one (1) year or longer.

4) Character of Service

Alternating current Service having the following characteristics:

- i) 60 Hertz.
- ii) Single phase.  
120/240 volts.
- iii) Three phase.  
120/208; 120/240 (grandfathered); 277/480; or 480 (grandfathered) volts.
- iv) Phase and Voltages available depend on location, character, and size of the Customer's load. The Company shall furnish such information upon request.

**Service Schedules**  
**Monthly Charges and Rates**

MEDIUM GENERAL SERVICE  
(Schedule MGS)

5) Billing Demand

Billing Demand shall be the highest Demand, rounded to the nearest whole Kilowatt, as measured in any thirty-minute clock half-hour of the Customer's Billing Period by an integrating Demand meter.

6) Rules and Regulations

All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.

7) Miscellaneous Taxes/Surcharges

All applicable Commission approved billing factors apply.



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**Service Schedules**  
**Monthly Charges and Rates**

MEDIUM GENERAL SERVICE  
(Schedule MGS)

Customers receiving Service under this Service Schedule shall be rendered monthly bills as follows:

1) Charges Under This Service Schedule

- |                       |                   |
|-----------------------|-------------------|
| a) Customer Charge    |                   |
| Monthly               | \$8.00 per month  |
| b) Energy             |                   |
| First 10,000 kWh used | \$0.00745 per kWh |
| Remaining kWh used    | \$0.00505 per kWh |
| c) Demand             |                   |
| All billing kW used   | \$4.00 per kW     |

2) Minimum Bill

The minimum bill shall be the Customer Charge.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule.

4) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

6) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

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**Service Schedules**  
**Monthly Charges and Rates**

LARGE GENERAL SERVICE  
(Schedule LGS)

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company.

2) Application of Service Schedule

For new Customers, this Service Schedule applies to any non-residential Customer whose monthly billing Demand is expected to equal or exceed two hundred (200) kW. This Service Schedule may also be implemented when the billing Demand of an established Customer taking Service under Schedule MGS equals or exceeds two hundred (200) kW for any two (2) months in the twelve (12) month period prior to the Billing Period. This Service Schedule may cease to be applicable when the billing Demand of an established Customer taking Service under this Service Schedule is determined not to have equaled or exceeded two hundred (200) kW for any two (2) months of the twelve (12) month period prior to the Billing Period. In such case, the Customer may be transferred to Schedule MGS.

Customers with an average monthly Demand of one thousand (1,000) kW or more where Service is supplied and metered at primary voltage and the Customer owns and maintains all transforming, switching, and protective equipment, may be eligible for the Primary Voltage rate.

3) Term of Contract

Service is provided under this Service Schedule on a month to month basis for single phase service. Three phase service is provided under an agreement with the Customer to take continuous Service under this Service Schedule for a period of one (1) year or longer.

4) Character of Service

Alternating current Service having the following characteristics:

a) Secondary Voltage

i) 60 Hertz.

ii) Single phase.  
120/240 volts.

iii) Three phase.

120/208; 120/240 (grandfathered); 277/480; or 480 (grandfathered) volts.

b) Primary Voltage:

i) 60 Hertz.

ii) 7,200/12,470 volts.

c) Phase and Voltages available depend on location, character, and size of the Customer's load. The Company will furnish such information upon request.

**Service Schedules**  
**Monthly Charges and Rates**

**LARGE GENERAL SERVICE**  
**(Schedule LGS)**

- 5) Billing Demand  
Billing Demand shall be the highest Demand, rounded to the nearest whole Kilowatt, as measured in any thirty-minute clock half-hour of the Customer's Billing Period by an integrating Demand meter.
- 6) Power Factor  
If the power factor at the time of maximum Demand is below 85%, then the Company reserves the right to bill the Customer for 85% of the maximum KVA.
- 7) Rules and Regulations  
All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.
- 8) Miscellaneous Taxes/Surcharges  
All applicable Commission approved billing factors apply.

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**Service Schedules**  
**Monthly Charges and Rates**

LARGE GENERAL SERVICE  
(Schedule LGS)

Customers receiving Service under this Service Schedule shall be rendered monthly bills as follows:

1) Charges Under This Service Schedule

	<u>Secondary Voltage</u>	<u>Primary Voltage</u>
a) Customer Charge Monthly	\$50.00 per month	\$50.00 per month
b) Energy		
First 100,000 kWh used	\$0.00396 per kWh	\$0.00301 per kWh
Remaining kWh used	\$0.00151 per kWh	\$0.00056 per kWh
c) Demand		
All billing kW used	\$4.00 per kW	\$4.00 per kW

2) Minimum Bill

The minimum bill shall be the Customer Charge.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule.

4) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

6) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

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**Service Schedules**  
**Monthly Charges and Rates**

OUTDOOR LIGHTING SERVICE  
(Schedule OL)

1) Availability of Service Schedule

Service under this Service Schedule is available throughout the territory served by the Company.

2) Application of Service Schedule

This Service Schedule applies to Service provided for outdoor area lighting supplied from the existing overhead distribution system of the Company.

3) Term of Contract

Service is provided under this Service Schedule for an initial term of three (3) years and thereafter from year to year until terminated with at least thirty (30) days written notice by either party. The Company may require payment for removals of new installations in service for less than three (3) years.

4) Character of Service

For each lighting installation provided, the Company shall provide the lamp, photoelectric relay control equipment, luminaire, and upsweep arm not over six (6) feet in length. Except upon special request by the Customer, the Company shall mount the required equipment on an existing Company owned secondary circuit utility pole.

Normal lighting hours shall be from dusk until dawn each night, aggregating approximately 4,200 hours per year.

5) Rules and Regulations

All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.

All facilities necessary for Service under this Service Schedule including fixtures, controls, poles, transformers, secondaries, lamps, and other appurtenances shall be owned and maintained by the Company. The Company shall perform lamp renewals and/or maintenance during normal working hours within a reasonable period following notification of outage by the Customer.

Pole locations shall conform to all safety standards and state and municipal regulations. The Customer shall be responsible to obtain, or cause to be obtained, written approval from all public authorities with jurisdiction for outdoor lighting to be located on public thoroughfares.

**Service Schedules**  
**Monthly Charges and Rates**

**OUTDOOR LIGHTING SERVICE**  
(Schedule OL)

Customers shall select the location of all poles installed on the Customer's property under the provisions of this Service Schedule. Poles that are subsequently requested by the Customer to be relocated, after initial installation, shall be moved only upon advance payment by the Customer of the cost of moving the pole. Customers shall be responsible for all damages to or loss of, the Company's property located on the Customer's property.

6) Application and Service Agreement

Customers requesting Outdoor Lighting Service from the Company shall make an application to the Company using such application as is available upon request.

7) Miscellaneous Taxes/Surcharges

All applicable Commission approved billing factors apply.

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**Service Schedules**  
**Monthly Charges and Rates**

OUTDOOR LIGHTING SERVICE  
(Schedule OL)

Customers receiving Service under this Service Schedule shall be rendered monthly bills for Outdoor Lighting Service which includes a combined charge for the use of the equipment and for the Service furnished by the Company as follows:

1) Charges Under This Service Schedule

- |  |                            |
|--|----------------------------|
| a) 7,000 lumen mercury vapor lamp<br>Estimated monthly usage: 61 kWh     | \$7.39 per lamp per month  |
| b) 11,000 lumen mercury vapor lamp<br>Estimated monthly usage: 76 kWh    | \$9.07 per lamp per month  |
| c) 20,000 lumen mercury vapor lamp<br>Estimated monthly usage: 122 kWh   | \$13.21 per lamp per month |
| d) 400w high pressure discharge lamp<br>Estimated monthly usage: 122 kWh | \$19.68 per lamp per month |

2) Additional Charges

When lighting installations requested by the Customer require equipment or other facilities in addition to those already specified in this Service Schedule, the Customer shall pay, in advance, the cost of installing all additional equipment and facilities, except the Company shall, at the Customer's request, install poles and spans of wire, which can be connected to an existing secondary circuit. The Customer shall agree to pay the Company a monthly rental for each standard wooden distribution pole required and for each span of additional wire as required according to the following:

- a) For each additional wooden distribution pole:  
Shall be as stated in the Company Electric Service Tariff Fee Schedule.
- b) For each span of additional wire:  
Shall be as stated in the Company Electric Service Tariff Fee Schedule.

3) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule based upon estimated monthly kWh usage.

**Service Schedules**  
**Monthly Charges and Rates**

**OUTDOOR LIGHTING SERVICE**  
(Schedule OL)

- 4) Franchise Tax Surcharge  
The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.
- 5) Environmental Surcharge  
The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.
- 6) Universal Service Program Surcharge  
The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.



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**Service Schedules**  
**Monthly Charges and Rates**

**STREET LIGHTING SERVICE**  
(Schedule SL)

- 1) Availability of Schedule  
Service under this Service Schedule is available throughout the territory served by the Company.
- 2) Application of Schedule  
This Service Schedule applies to departments or divisions of state, county, and municipal governments that are charged with providing lighting for streets, alley ways, and other such public areas.
- 3) Character of Service Delivered Under This Schedule  
For each lighting installation provided, the Company will provide the lamp, photoelectric relay control equipment, luminaire, and upsweep arm. The Company owns and maintains street lights.
- 4) Rules and Regulations  
All Service supplied under this Service Schedule is subject to this Electric Service Tariff and to the regulations governing service supplied by electric companies of the Commission as set forth in Title 20, Code of Maryland Regulations.
- 5) Miscellaneous Taxes/Surcharges  
All applicable Commission approved billing factors apply.

**Service Schedules**  
**Monthly Charges and Rates**

STREET LIGHTING SERVICE  
(Schedule SL)

Customers receiving Service under this Service Schedule shall be rendered monthly bills for Street Lighting Service, based on the sum of the estimated kWh usage per day of all installations taking Service under this Service Schedule, multiplied by the number of days in the Billing Period, multiplied by the applicable rates under this Service Schedule.

1) Charges Under This Schedule

- a) Energy  
All kWh used \$0.02444 per kWh

2) Power Cost Adjustment (PCA)

The PCA shall be charged to all kWh served under this Service Schedule based upon estimated kWh usage.

3) Franchise Tax Surcharge

The Franchise Tax Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

4) Environmental Surcharge

The Environmental Surcharge shall be charged to all kWh served under this Service Schedule at such rates as set forth by the Commission.

5) Universal Service Program Surcharge

The Universal Service Program Surcharge shall be charged to all billings under this Service Schedule at such charges as set forth by the Commission.

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**Service Schedules**  
**Monthly Charges and Rates**

**POWER COST ADJUSTMENT**  
**(PCA)**

1) The Power Cost Adjustment (PCA)

The PCA is an amount per kWh included in the Customer's bill each Billing Period to recover the Customer's purchased power costs.

The same PCA charge or credit shall be levelized and used for each month of a continuous twelve (12) month forecasted period unless a "relevelization" is required. A relevelization may be required if:

- a) The Company's wholesale supplier(s) of purchased power has a rate change that goes into effect during the period; or
- b) The recovery of purchased power on an actual basis (i.e. as each month of actual costs replaces that month's forecasted costs) is not in the range of plus or minus three percent ( $\pm 3\%$ ) of the total twelve month forecasted amount; or
- c) The forecast should need to be updated for unforeseen circumstances such as dramatic increases or decreases in the number of Customers, sales, or other variables which have a material impact on the forecast or if a material error was made in computing the forecast.

If the calculation of the levelized PCA should be changed for any reason, then the Company shall file the revised PCA at the Commission prior to implementation.

Whenever a relevelization is required, the Company shall incorporate any overcollection or undercollection of costs into the estimated costs for the new forecasted twelve (12) month period.

The Company shall monitor the PCA collection of costs on a monthly basis and will book the overcollection or undercollection (as compared to forecasted amounts) on a monthly basis in a deferral account.

2) Calculation

The PCA stated to the nearest \$0.00001 per kWh shall be determined by utilizing the following formula:

$$\frac{PP}{S} = PCA$$

**Service Schedules**  
**Monthly Charges and Rates**

**POWER COST ADJUSTMENT**  
**(PCA)**

3) Definitions

- PP = The total forecasted purchased power costs for the year including any overcollection or undercollection from the prior period, wholesale fuel costs, and any transmission charges, fees, or surcharges that apply.
- S = Forecasted kWh sold.

**Service Schedules  
Monthly Charges and Rates**

**FRANCHISE TAX SURCHARGE**

**APPLICABLE TO ALL SERVICE SCHEDULES AND SPECIAL CONTRACTS**

Effective with all bills rendered on and after January 1, 2000, charges to Customers shall include, in addition to the charges specified in this Electric Service Tariff, a Franchise Tax Surcharge as set forth by the Commission.

All bills rendered shall include an amount equal to the Franchise Tax Surcharge times the Kilowatt-hours used in the Billing Period. The resulting charge is in addition to any minimum charge set out in this Electric Service Tariff and is added to the Customer's bill before any surcharge is levied against the Customer's total bill.

The Franchise Tax Surcharge rate as set forth by the Commission shall be as stated in the Company Electric Service Tariff Fee Schedule.

**Service Schedules**  
**Monthly Charges and Rates**

**ENVIRONMENTAL SURCHARGE**

Charges to Customers shall include, in addition to the charges specified in this Electric Service Tariff, an Environmental Surcharge, imposed by the State of Maryland on all Kilowatt-hours distributed in Maryland. The amount of the surcharge shall be shown as a separate item on bills rendered to Customers served in Maryland, except wholesale customers.

Adjustments in bills shall be made by adding to each bill, as determined by application of the appropriate Service Schedule, such Environmental Surcharge. The charge to be added shall be determined by the Commission as of June 30 each year to be applied the following year. This surcharge is not subject to Maryland Sales Tax.

The Environmental Surcharge rate as set forth by the Commission shall be as stated in the Company Electric Service Tariff Fee Schedule.

**Service Schedules**  
**Monthly Charges and Rates**

**UNIVERSAL SERVICE PROGRAM SURCHARGE**

Effective for bills rendered on and after August 15, 2006, charges to Customers shall include, in addition to the charges specified in this Electric Service Tariff, a Universal Service Program Surcharge per Customer at charges set forth by the Commission to fund the Maryland statewide Universal Service Program. These charges shall be applied each month and included as a separate line item on the Customer's bill.

The Universal Service Program Surcharge as set forth by the Commission shall be as stated in the Company Electric Service Tariff Fee Schedule.

**Service Schedules  
Monthly Charges and Rates**

**REGIONAL GREENHOUSE GAS INITIATIVE  
(RGGI)**

Customers taking Service under Service Schedules R and R-AE shall receive a monthly bill credit on a dollar per Customer basis, funded through Regional Greenhouse Gas Initiative (RGGI) auction proceeds and other monies included in the Maryland Strategic Energy Investment Fund pursuant to Chapters 127 and 128 of the Acts of the General Assembly of 2008.

The RGGI credit shall be subject to update and true-up on a quarterly basis as calculated and administered by the Commission.



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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

1) Definitions

Certain words, when used in this Rider NEM shall be understood to have the following meanings:

- a) “Baseline Annual Usage”:
- i) The total of an Eligible Customer-Generator’s previous 12 months of electric energy use in Kilowatt-hours at the time of the installation or upgrade of an Eligible Customer-Generator’s generating system; or
  - ii) An estimate of 12 months electric use in Kilowatt-hours based on a methodology approved by the Commission for an Eligible Customer-Generator that does not have 12 months of electric energy use in Kilowatt-hours at the time of the installation or upgrade of an Eligible Customer-Generator’s generating system.
- b) “Biomass”: a nonhazardous, organic material that is available on a renewable or recurring basis, and is:
- i) waste material that is segregated from inorganic waste material and is derived from sources including:
    - (1) except for old growth timber, any of the following forest-related resources:
      - (a) mill residue, except sawdust and wood shavings;
      - (b) pre-commercial soft wood thinning;
      - (c) slash;
      - (d) brush; or
      - (e) yard waste;
    - (2) a pallet, crate, or dunnage;
    - (3) agriculture and silvicultural sources, including tree crops, vineyard materials, grain, legumes, sugar, and other crop by-products or
    - (4) gas produced from the anaerobic decomposition of animal waste or poultry waste;  
or

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

- ii) a plant that is cultivated exclusively for the purposes of being used at a Tier 1 renewable source or a Tier 2 renewable source to produce electricity.
- c) "Closed Conduit Hydro": A hydroelectric generating facility that:
  - i) generates electricity within existing piping or limited adjacent piping of a potable water supply system;
  - ii) is owned or operated by a municipal corporation or public water authority; and
  - iii) is designed to produce less energy than is consumed to operate the water supply system.
- d) "Commodity Component": The Power Cost Adjustment (PCA) as stated in Original Sheet No. 51 of this Electric Service Tariff as averaged over the previous twelve (12) months ending with the completed Billing Period immediately prior to the end of April.
- e) "Eligible Customer-Generator": A Customer that owns and operates or leases and operates a Biomass, Micro Combined Heat and Power, solar, Fuel Cell, wind, or Closed Conduit Hydroelectric generating facility that:
  - i) is located on the Customer's premises or contiguous property;
  - ii) is interconnected and operated in parallel with an electric company's transmission and distribution facilities; and
  - iii) is intended primarily to offset all or part of the Customer's own electricity requirements.
- f) "Fuel cell" means an electric generating facility that:
  - i) includes integrated power plant systems containing a stack, tubular array, or other functionally similar configuration used to electrochemically convert fuel to electric energy; and
  - ii) may include:
    - (1) an inverter and fuel processing system; and

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

- (2) other plant equipment to support the plant's operation or its energy conversion, including heat recovery equipment.
- g) “Micro Combined Heat and Power”: The simultaneous or sequential production of useful thermal energy and electrical or mechanical power not exceeding 30 Kilowatts.
- h) “Net Energy”: The net positive result in kWh when the electricity supplied by the Company exceeds the electricity generated by an Eligible Customer-Generator during a Billing Period.
- i) “Net Energy Metering”: The measurement of the difference between the electricity that is supplied by an electric company and the electricity that is generated by an Eligible Customer-Generator and fed back to the electric grid over the Eligible Customer-Generator’s Billing Period.
- j) “Net Excess Generation”: The amount of the electricity generated by an Eligible Customer-Generator that is in excess of the electricity consumed by the Eligible Customer-Generator and that results in a negative Kilowatt-hour reading at the end of the Eligible Customer-Generator’s Billing Period.
- 2) Availability of Rider

Service under this Rider NEM is available throughout the territory served by the Company.

This Rider NEM is available to Eligible Customer-Generators that own and operate a Biomass, Micro Combined Heat and Power, solar, Fuel Cell, wind, or Closed Conduit Hydro where the electric generating facility is located on the Eligible Customer-Generator’s property or contiguous property, interconnected and operated in parallel with the Company’s distribution facilities, and is intended primarily to offset all or part of the Eligible Customer-Generator’s own electricity requirements.

In accordance with the Public Utilities Article, §7-306, Annotated Code of Maryland, this Rider NEM is available on a first-come first-served basis until the rated generating capacity of all Eligible Customer-Generators in the State of Maryland reaches 1,500 megawatts (MW) or subsequent revisions of the COMAR. If, after Eligible Customer-Generators in the State of Maryland reach 1,500 MW or subsequent revisions of COMAR, the Company may, in its sole discretion, continue the availability of this Rider NEM.

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

To qualify under this Rider NEM, a proposed Eligible Customer-Generator must submit to the Company a Commission approved application form at least ninety (90) days prior to the initiation of Service and pay all required application fees, study fees, and any other administrative fees pertaining to the proposed electric generating facility.

3) Character of Service

Limitations of Eligible Customer-Generator Electric Generating Facilities

- a) Eligible Customer-Generator electric generating facilities rated capacity shall not exceed two hundred percent (200%) of the Eligible Customer-Generator's Baseline Annual Usage.
- b) In any event, Eligible Customer-Generator electric generating facilities rated capacity shall not exceed two (2.0) MW.
- c) Micro Combined Heat and Power electric generating facilities rated capacity shall not exceed thirty (30) Kilowatts (kW).

The Company shall install, own, and maintain all necessary metering equipment required to measure and record the flow of electricity in two directions based on the same standards as provided to non-Eligible Customer-Generators in the same Service Schedule. Additional metering equipment requests by the Eligible Customer-Generator will be considered by the Company and, if installed, the Eligible Customer-Generator shall pay the differential cost between the installed metering equipment and the metering equipment installed for non-Eligible Customer-Generators in the same Service Schedule.

Any changes to the Company's distribution system becoming necessary due to the interconnection of the Eligible Customer-Generator shall be performed by the Company at the Eligible Customer-Generator's expense. Eligible Customer-Generators shall operate in parallel with the Company's distribution system. Synchronizing equipment shall be installed by the Eligible Customer-Generator that will automatically isolate the Eligible Customer-Generator from the Company's distribution system if the Company's circuit becomes de-energized or if the Eligible Customer-Generator should lose synchronization.

The Eligible Customer-Generator assumes sole responsibility for the proper installation, operation, and maintenance of equipment that affords adequate protection against damage to the Company's distribution system, Customer property, and prevents interference with

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

Services to others. All requirements that will ensure the safety and protection of the public and Company personnel shall be installed, operational, and inspected prior to the interconnection and operation of the Eligible Customer-Generator's electric generating facility. Required protection equipment installed to meet these requirements will be at the Eligible Customer-Generator's expense. The Company shall have the right to inspect all Eligible Customer-Generator's electric generating facilities, related equipment, operations, and to test all protective equipment at any time that it is interconnected to the Company's distribution system or that this Rider NEM is in effect.

Eligible Customer-Generators shall comply with all applicable laws, regulations, and shall meet all applicable safety and performance standards including but not limited to COMAR 20.50.10.06 "Safety Standards and Controls for Net Energy Metering", and COMAR 20.50.09 "Small Generator Interconnection Standards." In the event an Eligible Customer-Generator proposes an upgrade or expansion to an existing electric generating facility that qualifies under this Rider NEM, the Company shall reevaluate the Eligible Customer-Generator's Baseline Annual Usage. After such reevaluation, the proposed upgrade or expansion must meet the requirements of Section 3)a), 3)b), 3)c), and all other provisions of this Rider NEM to qualify under this Rider NEM.

4) Measurement and Calculation of Net Energy and Net Excess Generation

The Company shall measure and record, on a cumulative basis during the Billing Period, the difference between the electricity that is supplied by the Company and the electricity generated by an Eligible Customer-Generator. The Billing Period used under this Rider NEM shall be the customary Billing Period for non-Eligible Customer-Generator in the same Service Schedule or meter reading schedule.

When the electricity supplied by the Company exceeds the electricity generated by the Eligible Customer-Generator during a Billing Period, the cumulative Net Energy usage shall be billed as detailed in section 5) "Billing and Compensation of Net Energy Metering."

When the electricity generated by the Eligible Customer-Generator exceeds the electricity supplied by the Company during a Billing Period, the resulting Net Excess Generation shall be compensated under this Rider NEM as detailed in section 5) "Billing and Compensation of Net Energy Metering."

For non-Residential Eligible Customer-Generators with interval metering installed, the Company shall use the net hourly energy consumed or produced to calculate Net Energy. If

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

a non-Residential Eligible Customer-Generator that currently does not have interval metering installed requests such metering, the Company shall install interval metering at the non-Residential Eligible Customer-Generator's expense. The non-Residential Eligible Customer-Generator shall pay the differential cost between the installed interval metering equipment and the metering equipment otherwise installed by the Company for non-Residential Eligible Customer-Generator in the same Service Schedule.

5) Billing and Compensation of Net Energy Metering

Net Energy

For each Billing Period, the cumulative Net Energy kWh usage shall be billed in accordance with the Service Schedule that would be applied to the Eligible Customer-Generator had it not taken Service under this Rider NEM. Notwithstanding the provisions of this Rider NEM, the applicable Customer Charge shall be billed during each Billing Period.

Net Excess Generation

On a monthly basis, the Company shall carry forward accrued Net Excess Generation on the bill until either a) the Net Excess Generation is used by the Eligible Customer-Generator to offset Net Energy during subsequent Billing Periods or, b) the Company has provided payment for such Net Excess Generation as provided for in this Rider NEM. Notwithstanding the provisions of this Rider NEM, the applicable Customer Charge shall be billed during each Billing Period.

On or before thirty (30) days after the completed Billing Period immediately prior to the end of April of each year, the Company shall convert any accrued Net Excess Generation remaining from the same prior twelve (12) month period from kWh to a dollar value and submit the dollar value to the Eligible Customer-Generator. The conversion shall be performed by multiplying the accrued Net Excess Generation by the Commodity Component of the applicable Service Schedule that would be applied to the Eligible Customer-Generator had it not taken Service under this Rider NEM averaged over the previous twelve (12) months ending with the completed Billing Period immediately prior to the end of April. Upon the permanent closure of the account of an Eligible Customer-Generator, the Company shall provide the dollar value of any remaining accrued Net Excess Generation within fifteen (15) days of the closure of the account.

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**Riders**

**NET ENERGY METERING RIDER  
(RIDER NEM)**

During any Billing Period, when an Eligible Customer-Generator's activities a) result in Net Excess Generation or b) the carry forward of accrued Net Excess Generation results in zero billable kWh, the applicable Customer Charge shall be billed.

6) General

Except as modified by this Rider NEM, all provisions and requirements of this Electric Service Tariff shall apply.

Eligible Customer-Generators or the Eligible Customer-Generator's assignee shall own and have title to all renewable energy attributes or renewable energy credits associated with the electricity produced by its electric generating facility.

Failure of an Eligible Customer-Generator to comply with the provisions and requirements of this Rider NEM shall result in the immediate disconnection from the Company's distribution system. Subsequent to such disconnection with cause, the Company is under no obligation to reconnect the Eligible Customer-Generator's Service until, in the sole opinion of the Company, compliance has been reestablished.

The Company may disconnect the distribution system from the Eligible Customer-Generator at its sole discretion in order to perform necessary activities including but not limited to construction, installation, maintenance, replacement, investigation, inspection, repair, or removal of any part of its distribution system. During periods of such disconnections and emergency outages, the Company shall not be required to receive or provide compensation for Net Excess Generation.

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**Riders**

**NET ENERGY METERING AGGREGATION PROGRAM RIDER  
(RIDER NEMAP)**

1) Availability of Rider

Service under this Rider NEMAP is available throughout the territory served by the Company and is available to Eligible Customer-Generators that take Service under the Company's Net Energy Metering Rider (Rider NEM) that use electrical Service for:

- a) Agriculture; or
- b) A non-profit organization or non-profit business;
- c) A municipal government or its affiliated organizations

This Rider NEMAP is developed to establish an effective and efficient aggregation program for net energy metering and is intended to supplement the Company's Rider NEM. To qualify under this Rider NEM, a proposed Eligible Customer-Generator must submit to the Company a Commission approved application form at least ninety (90) days prior to the initiation of Service.

2) Character of Service

Special Conditions for Eligible Customer-Generator Meter Aggregation

- a) Eligible Customer-Generators must request Service under this Rider NEMAP in writing.
- b) Aggregation qualified accounts must be held by the same person or legal entity as the Eligible Customer-Generator account.
- c) The account associated with the Eligible Customer-Generator shall be considered the "host" account.
- d) All aggregation qualified meters may be required by the Company to be on the same meter reading schedule.
- e) At least ninety (90) days prior to taking Service under this Rider NEMAP, an Eligible Customer-Generator must provide written instructions detailing the order which to apply Net Excess Generation, if any, to each aggregation qualified account.



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**Riders**

**NET ENERGY METERING AGGREGATION PROGRAM RIDER  
(RIDER NEMAP)**

- f) An Eligible Customer-Generator, with ninety (90) days written notice, may revise its written instructions detailing how to apply Net Excess Generation, if any, to each aggregation qualified account no more than once annually.
- g) The rated capacity of an Eligible Customer-Generator's electric generating facility shall not exceed the sum of 200 % of the Baseline Annual Usage of the aggregation qualified accounts.
- h) Notwithstanding the provisions of this Rider NEMAP, the applicable Customer Charge for each aggregation qualified account shall be billed during each Billing Period.

For each Billing Period, the Company shall apply Net Excess Generation, if any, produced by the Eligible Customer-Generator taking Service under Rider NEM to each aggregation qualified account in priority order based on the written instructions provided to the Company by the Eligible Customer-Generator. Net Excess Generation, if any, shall be applied to the first specified account and remaining Net Excess Generation, if any, shall be applied in order to the subsequent specified accounts until depleted. If Net Excess Generation remains after application to all specified accounts, the remaining Net Excess Generation shall be carried forward to subsequent Billing Periods as provided for in Rider NEM.

On or before thirty (30) days after the completed Billing Period immediately prior to the end of April of each year, if Net Excess Generation remains after clearing all aggregation qualified accounts of consumption, the Company shall convert any accrued Net Excess Generation as provided for in Rider NEM. Upon the permanent closure of the account of an Eligible Customer-Generator, the Company shall provide the dollar value of accrued Net Excess Generation as provided for in Rider NEM within sixty (60) days of the closure of the account.

For Eligible Customer-Generator's electrical Services that are in close enough proximity of one another to physically interconnect the metered Services and reestablish metering at a single location, the Company shall allow the Eligible Customer-Generator to make such physical interconnections and reestablish metering at a single location. Physically aggregated Service and metering equipment shall be initially installed at the Eligible Customer-Generator's expense, and then owned and maintained by the Company.

**Riders**

NET ENERGY METERING AGGREGATION PROGRAM RIDER  
(RIDER NEMAP)

3) General

For use under this Rider NEMAP, Baseline Annual Usage may be revised to reflect the most recent twelve (12) months immediately preceding the start of the Eligible Customer-Generator's participation in this Rider NEMAP.

In order to continue to qualify under this Rider NEMAP, an Eligible Customer-Generator must notify the Company of any change in ownership of any aggregation qualified accounts by providing ninety (90) days written notice.

Except as modified by this Rider NEMAP, all provisions of Rider NEM shall apply.

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**Schedule of Fees**

**ELECTRIC SERVICE TARIFF FEE SCHEDULE**

**Minimum Reconnection of Service Charge**

During business hours of 7:00 am and 3:30 pm:	\$6.00/occurrence
During the hours of 3:30 pm and 7:00 am or during times when call-out rates in affect:	\$16.00/occurrence

**Installation Charges for Temporary Service**

3 wire – 240 volts – 70 amperes	\$25.00
3 wire – 240 volts – 100 amperes	\$50.00

**Outdoor Lighting – Additional Charges**

For each additional wooden distribution pole:	\$0.98/month
For each span of additional wire:	\$0.0057/foot/month

**Returned Check Charge**

Per occurrence	\$12.50 bank fee
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**Franchise Tax Surcharge (or update as set forth by the Commission)** \$0.00062/kWh

**Environmental Surcharge (or update as set forth by the Commission)** \$0.000143/kWh

**Regional Greenhouse Gas Initiative (or update as set forth by the Commission)**

Service Schedules R and R-AE	\$0.00
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**Schedule of Fees**

**ELECTRIC SERVICE TARIFF FEE SCHEDULE**

**Universal Service Program Surcharge (or update as set forth by the Commission)**

	Total Electric Bills Rendered	Charge (per month)
Residential (Schedules R, R-AE)	NA	\$0.32
Commercial and Industrial (Schedules SGS, MGS, LGS, OL, SL)		
	Under \$250	\$0.25
	\$250 - \$4,999	\$1.85
	\$5,000 - \$9,999	\$6.14
	\$10,000 - \$24,999	\$12.28
	\$25,000 - \$49,999	\$24.56
	\$50,000 - \$99,999	\$36.85
	\$100,000 - \$199,999	\$49.13
	\$200,000 - \$299,999	\$92.12
	\$300,000 - \$399,999	\$122.82
	\$400,000 - \$499,999	\$184.22
	\$500,000 - \$699,999	\$276.35
	\$700,000 - \$899,999	\$368.46
	\$900,000 - \$999,999	\$552.69
	\$1,000,000 - \$1,999,999	\$736.91
	\$2,000,000 - \$2,999,999	\$982.55
	\$3,000,000 - \$3,999,999	\$1,228.19
	\$4,000,000 - \$4,999,999	\$1,473.83
	\$5,000,000 - \$5,999,999	\$1,719.47
	\$6,000,000 - \$6,999,999	\$1,965.10
	\$7,000,000 - \$7,999,999	\$2,149.33
	\$8,000,000 - \$8,999,999	\$2,333.56
	\$9,000,000 - \$9,999,999	\$2,456.38
	\$10,000,000 - \$12,500,00	\$2,579.20
	Over \$12,500,000	\$2,763.43

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ISSUED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THURMONT, MARYLAND

Issued: January 31, 2020

Effective: April 1, 2020