

Electric P. S. C. Md. No. 54

This Tariff Cancels and Supersedes Electric P. S. C. Md. No. 53

Filed With The Public Service Commission of Maryland

**THE  
POTOMAC EDISON COMPANY**

WILLIAMSPORT, MARYLAND

TARIFF FOR FURNISHING ELECTRICITY

IN

THE TERRITORY SERVED BY THIS COMPANY

This Tariff is Issued under Order No. 89072 of the Public Service Commission of Maryland  
in Case No. 9490 and Cancels and Supersedes

All Preceding Tariffs

Issued March 25, 2019

Effective March 23, 2019

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**TOWNS SERVED BY THIS COMPANY**

**ALLEGANY COUNTY**

Allegany (Zihlman)	Echart Mines (Echart)	Midlothian
Ancelle	Ellerslie	Miller
Barrelville	Fairgo	Moscow (Moscow Mills)
Barton	Flintstone	Mt. Savage
Borden Shaft (Shaft)	Franklin (Gannon)	Nikep (Pekin)
Borden Yard	Frostburg	North Branch (Siebert)
Bowling Green	Gilpin	Old Detmold
Brady	Hoffman	Oldtown
Carlos	Homewood	Pinto
Carlos Junction (National)	Knapps Meadow LaVale (Narrows Park)	Potomac Park
Clarysville	Little Orleans	Rawlings
Corriganville (Kreigbaum)	Locust Grove	Reynolds
Creasaptown	Lonaconing	Spring Gap
Cumberland	Luke	Triple Lakes
Danville	McCoole (Keyser Junction)	Twenty-first
Dawson	Midland	Westernport
		Woodland
		Wrights Crossing

**CARROLL COUNTY**

Bark Hill	Keymar	Taneytown
Detour	Linwood	Union Bridge
Harney	Mt. Airy	Uniontown
	New Windsor	Watersville

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**TOWNS SERVED BY THIS COMPANY (Continued)**

**FREDERICK COUNTY**

Adamstown	Jefferson	New Midway
Bartonville	Johnsville	Oldfield
Blue Mountain	Kempton	Petersville
Broad Run	Knoxville	Plane No. Four
Braddock Heights	Ladiesburg	Point of Rocks
Brunswick	Lantz	Reels Mill
Buckeystown	(Deerfield)	Ridgeville
Burkittsville	LeGore	Rocky Ridge
Catoctin Furnace	Lewistown	Rosemont
Centerville	Libertytown	Sabillasville
Creagerstown	Lime Kiln	Saint Anthonys
Doubs	Middletown	Shookstown
Edgewood	Monrovia	State Training Center (Cullen)
Emmitsburg	Montevue	Thurston
Feagaville	Mountaindale	Unionville
Flinthill	Mount Pleasant	Urbana
Frederick	Mountville	Walkersville
Graceham	Myersville	Woodsboro
Harmony	New Addition	Yellow Springs
Hopeland	New London	
Ijamsville	New Market	

**GARRETT COUNTY**

Accident	Gorman	Lock Lynn Heights
Bloomington	Grantsville	Mountain Lake Park
Crellin	Hutton	McHenry
Deer Park	Jennings	Oakland
Friendsville	Kitzmiller	Shallmar Swanton

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**TOWNS SERVED BY THIS COMPANY (Concluded)**

HOWARD COUNTY

Long Corner

Poplar Springs

MONTGOMERY COUNTY

Barnesville  
Beallsville  
Boyds  
Browningsville  
Cedar Grove

Clarksburg  
Damascus  
Dickerson  
Hyattstown  
Martinsburg

Poolesville  
Purdum  
Sellman  
(Barnesville Sta.)

WASHINGTON COUNTY

Antietam  
Augusta  
Beaver Creek  
Benevola  
Big Pool  
(Bigpool)  
Big Spring  
Boonsboro  
Breathedsville  
Brownsville  
Cascade  
(Fort Ritchie)  
Cavetown  
Cearfoss  
Cedar Lawn  
Charlton  
Chestnut Grove  
Chewsville  
Clear Spring

Clevelandville  
Dargan  
Downsville  
Edgemont  
Fairplay  
Fountain Head  
Funkstown  
Gapland  
Greensburg  
Hagerstown  
Halfway  
Hancock  
Highfield  
Jefferson Heights  
Jugtown  
Keedysville  
Locust Grove  
Mapleville  
Maugansville  
Mt. Aetna

Mt. Briar  
Mt. Lena  
Paramount  
Pen Mar  
Pinesburg  
Pleasantville  
Pondsville  
Ringgold  
Rohrersville  
Rohrersville Sta.  
(Trego)  
St. James  
Sandy Hook  
Security  
Smithsburg  
Sharpsburg  
Spielman  
Tilghmanton  
Williamsport  
Yarrowsburg

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

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Issued April 12, 2023

Effective May 15, 2023



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**THE POTOMAC EDISON COMPANY**  
**ELECTRIC SERVICE TARIFF**  
**TERMS, CONDITIONS, AND RATE SCHEDULES**

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

These Rules and Regulations are supplementary to the regulations governing Service supplied by electric companies of the Public Service Commission of Maryland as set forth in Title 20, Code of Maryland Regulations.

These Rules and Regulations and Rate Schedules for the supply of electricity are subject to changes and revisions in a manner prescribed by law. All contracts are subject to such changes and revisions. A copy of this Tariff is filed with the Commission and copies are posted and open to inspection at the Company's offices. Interpretation of this Tariff as to its intent and applicability will be made by the Company subject to approval of the Commission.

1. **DEFINITIONS**

Certain words, when used in the Rules and Regulations, Rate Schedules and Agreements of The Potomac Edison Company shall be understood to have the following meanings:

- (a) "Capacity Required": The maximum rate of use of energy by the Customer during a stated time interval, expressed in kw, kilowatts; 1,000 watts.
- (b) "Commission": The Public Service Commission of Maryland.
- (c) "Company": The Potomac Edison Company.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 1. DEFINITIONS (Continued)

(d) "Company Charges": The sum of the Fixed and Variable Distribution Charges and any surcharges that may be in effect from time to time. Also includes Transmission Charges and electric supply charges if Default Electricity Supply Service is taken from the Company.

(e) "Competitive Power Supply": Unbundled energy and capacity provided by an Electricity Supplier to Customers. Competitive Power Supply does not include energy or capacity provided to Customers by the Company in the provision of Default Electricity Supply Service.

(f) "COMAR": Code of Maryland Regulations.

(g) "Customer": Any corporation, municipality, governmental agency, person, partnership or other entity to whom the Company may furnish Service.

(h) "Default Electricity Supply Service": An electricity supply Service provided by the Company, consisting of Residential SOS, Type I SOS, Type II SOS, and Hourly-Priced LCS.

(i) "Electricity Supplier": An entity that has been certified or licensed by the Commission to sell electricity to Customers within the State of Maryland. For the purpose of this document, the Company is not an Electricity Supplier in the provision of Default Electricity Supply Service.

(j) "Energy Required": The use of energy by the Customer, expressed in kwh, kilowatt-hours; the use of 1,000 watts for one hour.

(k) "FERC": Federal Energy Regulatory Commission.

(l) "Fixed Distribution Charge": A charge to recover the distribution costs, which are due to the presence of the Customer on the distribution system, regardless of the energy consumed or Capacity Required.

(m) "Hourly-Priced Large Customer Service (LCS)": Hourly-Priced LCS is available from January 1, 2005 to non-residential Customers not eligible for Type I SOS or Type II SOS.

(n) "Load Limiter": Device that automatically interrupts electric Service at a residence when the preset electrical load is exceeded. The Customer must decrease usage and press the reset button on the device to restore Service.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 1. DEFINITIONS (Continued)

(o) "Master Metered Service": Electric Service provided to multiple occupancy buildings and associated common areas and facilities, the electrical energy and load usage for which is measured for billing purposes through a single meter. The owner/operator of the multiple occupancy building may collect the utility bill from occupants in the form of rent.

(p) "Meter": A device that measures electric power. Meter excludes supplemental components including, but not limited to, meter cabinets, test switches, metering transformers (current transformers and potential transformers) and associated wiring connections.

(q) "Month": The period between two monthly meter readings, taken as nearly as practicable on the same date each calendar month as selected by the Company.

(r) "PJM": PJM Interconnection, L.L.C.

(s) "Point of Service": The point of connection between the electric lines of the Company and the electric system of the Customer.

(t) "Rate Schedule": A rate which may be obtained by a Customer if their use of Service conforms to the character of supply contemplated in the rate.

(u) "Residential Service": Service through one meter to a householder or tenant living in a separate dwelling unit, such as a house, mobile home, or separate apartment in a building, each such dwelling unit having a separate kitchen, using electric energy for general household Service, and may include use of electric energy for lighting the yard, private garages and/or barns which are adjacent to and on the same parcel as the residence being served and are used exclusively by the resident being served.

(v) "Residential Standard Offer Service (SOS)": Residential SOS is available for all residential Customers taking Service under Rate Schedule R. Residential SOS includes an administrative charge of \$0.00400 per kilowatt-hour.

(w) "Service": Any electricity which the Company may supply or distribute, or any work or material furnished or any obligation performed by the Company hereunder or any Rate Schedule of the Company.

(x) "Submetered Service": The metered measurement of Service by the owner/operator of a Master Metered multiple occupancy building for the purpose of determining the actual use of individual occupants.

(y) "Transmission Charge": Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 1. DEFINITIONS (Concluded)

(z) "Type I Standard Offer Service (SOS)": Type I SOS is available for all non-residential Customers taking Service under Rate Schedules OL, AL, MSL, EMU, MU and special lighting contracts for Hagerstown and Frederick; and for non-residential Customers taking Service under Rate Schedules C, G, C-A, and CSH that during the prior year do not have a metered 30-minute billing demand that equals or exceeds 25 kW; energy consumption in excess of 6,000 kWh in any two consecutive Non-Summer billing months; or a monthly energy consumption that exceeds 7,500 kWh for a single Summer billing month. Summer billing months shall include the billing months of June through September, whereas Non-Summer billing months shall consist of all other billing months. Type I SOS includes an administrative charge of \$0.00550 per kilowatt-hour.

(aa) "Type II Standard Offer Service (SOS)": Type II SOS is available for non-residential Customers taking Service under Rate Schedules C, G, C-A, and CSH that are not eligible for Type I SOS, and for non-residential Customers taking Service under Rate Schedule PH with a PJM capacity peak load contribution less than 600 kilowatts as of June 1st of each year. Type II SOS includes an administrative charge of \$0.00600 per kilowatt-hour.

(bb) "Universal Service Program (USP)": A program that helps low-income Customers maintain electric Service, includes Customer bill assistance and payment programs, termination of Service protection, and policies and Services that help low-income Customer to reduce or manage energy consumption in a cost-effective manner.

(cc) "Variable Distribution Charge": Charge to recover the balance of distribution costs, not recovered in the Fixed Distribution Charge, which are stated as variable charges and based on the billing determinants to which they are most closely associated.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**
**2. CHARACTERISTICS OF SERVICE SUPPLIED**

(a) The Company will furnish only single or three-phase, sixty cycle alternating current at available Company standard voltages.

(b) The rates in this Tariff are based on the cost of providing Service overhead. Underground Service will be supplied in accordance with the Commission's Rules and any Company regulations consistent therewith. In situations not covered by such Rules, Customers may secure underground Service by paying the estimated difference in cost between overhead and underground Service.

(c) Depending upon the Company's available facilities, method of Service and the size and character of the Customer's load, the Company may supply the following voltages:

<u>Voltages</u>	<u>Phase</u>	<u>Wires</u>	<u>Voltages</u>	<u>Phase</u>	<u>Wires</u>
120/240	1	3	4160	3	4
120/208	3	4	12,470	3	4
120/240	3	4	34,500	3	3
277/480	3	4	34,500	3	4
* 480	3	3	138,000	3	3
* 2400	3	3			

\* Restricted to installations as of February 25, 1993.

(d) The Company will undertake to furnish Service to a building or a group of buildings of the Customer for use only in or on the premises owned, leased to, occupied, or managed by the Customer. Each such building or separate unit will be metered separately and considered a separate Service. Adjoining buildings or groups of buildings located on a single or contiguous land parcel may receive Service through a single meter provided Customer furnishes the necessary electrical interconnection among the buildings or units and said buildings or units are used and operated by the Customer and held out to the public as one single business unit. Any intervening fee ownership will act to break the contiguity of a land parcel.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****3. APPLICATION FOR SERVICE**

(a) The Company reserves the right to require the Applicant, before any electricity is delivered, to execute an application of "Electric Service Agreement". Whether or not a written application or agreement is executed, the Applicant, by accepting the electricity, agrees to be bound by the applicable schedule of rates and these terms and conditions as amended from time to time. Failure to make application will make new Customers liable for all Services supplied since the last meter reading by which the previous Customer on the same premises was billed.

(b) The Company will be obligated to supply electricity to an Applicant only when the following conditions shall have been complied with:

- (1) The Applicant's installation shall have been made in accordance with the Company's published "Customer Guide for Electric Service-Maryland" available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).
- (2) The Company has received from the Applicant, or if the Company so elects, has obtained for itself a certificate signed by a qualified inspection agency certifying that the wiring on the premises of the Applicant has been installed in compliance with the requirements of the National Fire Protection Association and such other requirements as may be fixed by governmental authority.
- (3) All fees or other charges required to be paid in connection with the issuance of such certificates shall be borne by the Applicant. The Applicant by accepting electricity assumes all such liability and risk.

(c) Any changes in, or additions to, the original wiring, equipment or appliances of an Applicant or Customer should be installed in compliance with the requirements of the National Fire Protection Association and such other requirements as may be fixed by the local inspection authority having jurisdiction.

(d) In no event shall the Company be under any obligation to inspect the wiring equipment or appliances of an Applicant or Customer(s).

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****4. SERVICE CONNECTIONS**

(a) The Company will make application for the permits and acquire the easements necessary to build its supply facilities to the property occupied by the Applicant or Customer and the Applicant or Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Applicant's or Customer's wiring and access for all other proper purposes, including a satisfactory easement from the land owner for the Company's facilities on the property occupied by the Applicant or Customer. The Company shall not be required to obtain easements or permits if the terms thereof are unduly burdensome or to acquire any easements on, over or under the property of another necessary for Service for which acquisition the Company does not have the right of eminent domain. Electric Service will be supplied within a reasonable time after all necessary permits, certificates and easements have been obtained.

(b) The Company furnishes, owns and maintains on the Customer's premises metering transformers, Service laterals, distribution transformers and lines and other equipment needed to serve Customers from its distribution system. For primary Service, the Company serving facilities include metering transformers and associated equipment, lightning arrestors and short circuit protection facilities. The Company, the Customer, or the Customer's Electricity Supplier may furnish and own the meter in accordance with the provisions of the Meter Ownership Rider.

(c) Should any change or changes in the Service connection furnished the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the delivery point shall be borne by the Customer.

(d) The Company will supply electricity at one Point of Service and each such Point of Service will be metered and billed separately unless otherwise specifically provided for in the Rate Schedule under which the Customer receives Service or any Rules and Regulations of the Company.

(e) Restricted to Customers served prior to June 24, 1998. Whenever a Customer requests the Company to supply electricity to a single premise in a manner which requires equipment and facilities over and above those which the Company would normally provide, and the Company finds it practicable, such additional equipment and facilities will be supplied by the Company provided the Customer pays the additional costs or agrees to pay a Monthly facilities charge equal to 1.8% of the additional cost. Thirty foot standard wood poles will be supplied as Service poles for mobile homes at Monthly rates listed in outdoor lighting schedules of this tariff (Restricted to installations as of November 26, 1991). These facility charges will be in addition to and independent of any other provisions of the Rules and Regulations or Rate Schedules and are subject to the late payment charge as provided for in 12(b) of these Rules and Regulations. Should additional or replacement facilities be required at a future date to serve the Customer, the Monthly facilities charge shall be increased or decreased proportionately and the agreement amended accordingly.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****4. SERVICE CONNECTIONS (Concluded)**

(f) For Customers taking Service on and after June 24, 1998, Company may, at its sole discretion and upon a Customer's request, furnish special, substitute, or additional facilities or Services. When the Company provides facilities or Services not normally supplied, or when the estimated or actual cost of such individualized, substitute, or additional facilities or Services exceeds the estimated costs of the standard facilities or Services that normally would be supplied by the Company without special charge, the Company may require special agreements and may establish minimum charges and facilities charges. The Company may provide such facilities and Services as, but not limited to, maintenance, testing, construction, engineering and power quality Services to Customer facilities. At a minimum, rates or contract provisions shall be established on a case by case basis and shall be sufficient to recover all appropriate incremental costs of the Service and a contribution to fixed costs. Any such charges will be in addition to and independent of any other provision of the Rules and Regulations or Rate Schedules and are subject to the late payment charges as provided for in 12(b) of these Rules and Regulations.

The Company may modify or discontinue the provisions of this rule at any time, subject to any orders of the Commission. Unless otherwise ordered by the Commission, any contracts in effect prior to any such modification or discontinuance of the rule shall remain in effect under the existing term and conditions specified in the contract.

**5. LOCATION OF COMPANY'S EQUIPMENT**

(a) The Customer shall furnish the Company, without cost, satisfactory right-of-way, and suitable location and housing for equipment, on their premises, for the Company's facilities required to provide the Customer with Service.

(b) The Customer will be required to provide space for the installation of meters and equipment at an outside location designated by the Company. The Customer shall obtain written approval from the Company for installation of such apparatus at an indoor location.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****5. LOCATION OF COMPANY'S EQUIPMENT (Concluded)**

(c) For residential dwellings where meters are not grouped at one location, the meter shall be located outside on the corner of the dwelling closest to the Company's Service facilities. If this location is not feasible due to physical obstructions, such as garage doors or windows, an alternate location closest to the Company's Service facilities will be chosen by the Company. Residential meters shall not be enclosed by fences, nor located in carports, open porches or other such areas that may be enclosed by walls or screens. If the meter area is later enclosed, the Customer shall have the meter facilities moved to an outside location at their expense. Further, meters shall be installed at locations that will limit exposure of the Company's Service facilities to damage. Where the Company's Service facilities are located along front property lines, no meter shall be installed on the rear of the dwelling.

(d) All Service equipment furnished by the Company shall be and remain the property of the Company.

(e) Interference or tampering with the meters or Company facilities or any act preventing the proper registration of Service is prohibited and the Customer by reason of their control of the premises shall pay for all damages caused by violation of this rule. Furthermore, if incorrect metering is caused by such violation, the Customer shall pay an amount estimated by the Company to cover Service not properly recorded.

**6. ACCESS TO CUSTOMER'S PREMISES**

The Company shall have free access at a reasonable hour to Customer's premises for such purposes as may be proper and necessary in connection with supplying Service.

**7. DEPOSITS FOR SERVICE**

Each Applicant for permanent electric Service or existing Customer with unsatisfactory credit history may be required to make deposits or otherwise establish credit in the manner prescribed by the Commission's current rules and regulations. The Company on request will furnish a copy of the Commission's regulations governing establishment of credit to each Applicant from whom a deposit is required.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****8. SELECTION OF SCHEDULE**

(a) Whenever there is a choice of Rate Schedule, the choice lies with the Customer. Each Rate Schedule sets forth the conditions under which it applies. The full and active assistance of the Company is freely offered and on request, will be given to the Customer in order to determine which Rate Schedule is then the most favorable to the Customer.

(b) An investigation will be made by the Company, if and when the Customer notifies the Company of changes in the Customer's connected load, Capacity Required, operating conditions, or other factors which may affect the selection of the Rate Schedule, and the Customer will be assisted in determining whether a change in Rate Schedule is then advisable.

(c) The Company cannot guarantee that the Customer will be served under the most favorable applicable Rate Schedule, and no refund will be made by the Company to the Customer representing the difference in the charge made under the Rate Schedule applied and that which would have been made if a more favorable applicable Rate Schedule had been chosen and applied.

(d) Whenever the Customer notifies the Company of changes in their connected load, Capacity Required, and operating conditions or other factors affecting Service and the Customer is provided Service on a restricted Rate Schedule, the Customer shall be transferred to the appropriate active Rate Schedule at that time.

**9. CUSTOMER'S INSTALLATION AND RESPONSIBILITY**

(a) The Customer in accepting Service from the Company assumes full responsibility for the safety and efficiency of the wiring and apparatus installed by the Customer and agrees to indemnify and save harmless the Company from and against any and all loss or liability caused by such Customer facilities. The Customer further agrees to indemnify and save the Company harmless against any liability that arises as the result of the use of Service supplied to the Customer by the Company.

(b) The Customer shall not operate any apparatus creating a condition which 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 all Customer's electrical equipment connected to Company's lines, especially prohibiting any loads of highly fluctuating or low power factor character.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****10. METERING AND BILLING****(a) Billing Services for Competitive Power Supply.**

- (1) The Customer has the option to choose whether the Company or the Electricity Supplier will render a Consolidated Bill (One Bill Option) or whether to have separate bills from the Company and the Electricity Supplier (Two Bill Option). The Electricity Supplier shall notify the Company of the choice of billing Service option when notifying the Company of the Customer's enrollment. If the Electricity Supplier changes the billing Service option for a Customer after initial enrollment, the Electricity Supplier must notify the Company of the change at least seven (7) days prior to the Customer's scheduled meter read date. If the Electricity Supplier fails to notify the Company seven (7) days prior to the scheduled meter read date, the billing Service option change will take effect on the following scheduled meter read date.
- (2) The Company will deliver the bill by mail, unless the Customer agrees to some other form of billing Service provided by the Company.
- (3) The Company will be responsible for performing meter reading Services, and shall provide to the Electricity Supplier Customer usage data that will allow an Electricity Supplier to bill Customers in a timely manner for capacity and energy that is consistent with the load obligation assigned to the Electricity Supplier by the Company.
- (4) The Company will collect and process Customer payments consistent with applicable Commission Orders, Rules, and Regulations. The Company and the Electricity Supplier shall process all complaints and perform Customer Services in accordance with applicable Commission Orders, Rules, and Regulations.
- (5) Regardless of whether the One Bill Option or the Two Bill Option is selected, Customers who shop for Competitive Power Supply will be considered by the Company to be delinquent in the payment of their bill if the Company's charges for electric Service remain unpaid at the time they are due. Delinquent bills will be subject to the Company's termination provisions for non-payment, and may result in the imposition of late payment fees and the initiation of electric Service termination procedures for non-payment. The Company will not initiate its electric Service termination procedures for non-payment of charges payable to an Electricity Supplier unless such charges become Company Charges as described in Rule 10(a)(7)(ii) of this Tariff.
- (6) The Company may impose late payment fees in accordance with its procedures on the portion of the bill that is ultimately due to the Company. The late payment fee will be collected consistent with Rule 12 of this Tariff.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 10. METERING AND BILLING (Continued)

(7) Electricity Suppliers will have the following billing Service options:

(i) Two Bill Option – Separate Company/Electricity Supplier Billing

1. The Company and the Electricity Supplier will separately send their bills directly to the Customer. The Company will calculate its charges, prepare the bill, and render the bill consistent with its standard billing practices. This billing method is the sole responsibility of the Company and its Customers, and is independent of the Electricity Supplier billing. The Electricity Supplier will calculate its charges, prepare its bill, and render the bill consistent with its standard billing practices. The Company has no obligations regarding the accuracy of Electricity Supplier charges or related payment disputes.
2. The Company is not responsible for collection of amounts receivable by the Electricity Supplier.
3. The Customer's bill under the Average Payment Plan will be adjusted to reflect the Company's regulated non-Competitive Power Supply charges.

(ii) One Bill Option – Company Consolidated Billing.

1. The Company shall render a single consolidated bill with Customer charges for both the Company and the Electricity Supplier separately stated. If this option is selected, the Company will provide the functions of collection and remittance of funds.
2. The Company shall not be responsible for billing errors resulting from incorrect information received from an Electricity Supplier and will not be responsible for any default or failure of the Electricity Supplier to provide Service.
3. The Company will accept and rely on the representation of the Electricity Supplier as to the information supplied to the Company by the Electricity Supplier. The Company will have no responsibility to verify the appropriateness of such information, or to resolve any disputes or disagreements over the amount, timing or any other aspect of the billing, other than to confirm amounts billed to the Customer, amounts received from the Customer and amounts remitted to the Electricity Supplier. The Electricity Supplier is responsible for the bill content transmitted to the Company.
4. The Electricity Supplier shall have access to Customer billing and payment information from the Company for the Electricity Supplier's presently enrolled Customers. The Company shall provide the Electricity Supplier with the same electronic access to Customer bill information that it provides to the Customer.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****10. METERING AND BILLING (Continued)**

5. The Company will purchase the Electricity Supplier's Competitive Power Supply receivables, which will become the Company's charges on the day a Company Consolidated Bill is rendered. The Company will not purchase an Electricity Supplier's non-commodity charges. If the Customer is on the Average Payment Plan, the Company shall only be obligated to purchase each month the amount of the monthly installment under the Average Payment Plan. The Company shall also purchase the Electricity Supplier's Competitive Power Supply receivables for an estimated bill. Purchased Electricity Supplier Competitive Power Supply receivables will be treated in the same manner as other Company Charges pursuant to this Tariff. In the event a Customer is converted from the One Bill Option to the Two Bill Option, the Electricity Supplier and Company will each be responsible for its own receivables effective as of the start of the Two Bill Option. The Company will not purchase an Electricity Supplier's Competitive Power Supply receivables incurred prior to the effective date of a Company Consolidated Bill.
6. The Electricity Supplier must provide the applicable billing information to the Company according to the Rate Ready Option or Bill Ready Option.

Rate Ready Option: The Company will calculate both the Company and Electricity Supplier charges and render a consolidated bill to the Customer. Customers will be rendered a bill for Electricity Supplier and Company Charges normally within three (3) business days of the meter reading. The Company shall only be obligated to purchase each month the amount of the monthly installment of the Electricity Supplier's Competitive Power Supply receivables under the Average Payment Plan.

Bill Ready Option: The Electricity Supplier receives the usage information from the Company and calculates its own Customer charges accordingly. The Electricity Supplier then sends its charges to the Company to be placed on the same bill as the Company Customer charges. The Electricity Supplier is responsible for calculating its charges and submitting the charges to the Company within three (3) business days of receipt of the Customer meter read data. If the Electricity Supplier fails to transmit its Customers' information to the Company in the required timeframe, the Company will render a bill containing only its available charges. The Company will not be liable for the Electricity Supplier's charges or losses, damages or consequential damages associated with the Electricity Supplier's Customers not being billed for the Electricity Supplier's charges for that period. Under the Average Payment Plan, the Customer's bill will be adjusted to reflect the Company's regulated non-Competitive Power Supply charges and the full amount of the Electricity Supplier charges submitted.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****10. METERING AND BILLING (Continued)**

(iii) One Bill Option – Electricity Supplier Consolidated Billing (Bill Ready Option). The issues of the Electricity Supplier's qualifications to provide a consolidated billing Service and their ability to purchase Company receivables have not been determined. Should any Electricity Supplier elect to provide Electricity Supplier Consolidated Billing, the Commission has determined that the issues of purchase of receivables and the qualifications of the Electricity Supplier to provide consolidated billing must be considered prior to any Electricity Supplier Consolidated Billing being implemented. The Company will adjust the Customer's bill under the Average Payment Plan to reflect the Company's regulated non-Competitive Power Supply charges.

(b) Where Service is rendered under Rate Schedule provisions which do not require Monthly demand measurements and when the Customer selects the Company to provide the billing Services, meters may be read and bills rendered either Monthly or bimonthly at the Company's option. When meters are read at bimonthly intervals, bills for the initial months of the interval may be estimated either from a like period of similar use or in some other reasonable way. The bill for the final months of the interval will be calculated from the metered use during the interval corrected for the amount of estimated use previously billed.

(c) All electricity delivered by the Company shall be on the basis of meter measurement, except for installations where the usage is constant and the consumption may readily be computed, and all charges for electricity used shall be calculated from the meter reading of estimated consumption and the usage at each Point of Service shall be billed separately.

(d) Monthly bills issued by the Company shall be rendered, as nearly as practicable, for 30 day periods. However, bills for less than 25 days or more than 35 days for Monthly billing, shall be prorated on the basis of the ratio of the number of days in the period to the number of days included in the standard period, which will be taken at thirty days for Monthly billing. Bills shall be due on the date rendered. In case of any dispute as to date of rendering the postmark shall control

(e) Bills issued by the Company 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 presentation.

(f) If Service is supplied to the Customer before a meter is placed in use or while the metering is defective, the Customer will pay for Service on a basis estimated from a period of similar use.

(g) When an investigation discloses excessive bills due to an accidental ground on Customer's wiring or equipment, occurring without the knowledge of the Customer, an allowance for a share of such wastage will be made by the Company.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 10. METERING AND BILLING (Continued)

(h) Residential Rate Schedule Customers have the option of using the Company's Average Payment Plan wherein billing for Company Charges will be based upon 1/12 of the Customer's latest twelve Months usage. Any difference between the average payments and the actual charges for the 12 Month average payment period will be amortized over the next twelve (12) Month period. If a participant in the Average Payment Plan accumulates two or more termination of Service notices within a 12 Month period, the Company shall have the option of terminating the Customer's participation in the plan.

(i) For Customer's with monthly billing demands under 300 kW, the Company shall own and install metering equipment for any Customer requesting non-standard metering from the Company. The Customer shall pay all costs associated with the removal and testing of any existing electric metering equipment, the installation and testing of the non-standard metering equipment, and all incremental costs of non-standard metering Services above those charges that the Company has included in its tariffs for standard metering. The non-standard metering will be used for determining loads starting with the first meter read date following the installation. The Company shall provide, but the Customer shall pay, for the installation, operation and maintenance of the required compatible communication link in order to transmit the metered information to the Company. All non-standard meters shall be installed and owned by the Company and shall be used for billing, capacity obligation determination, transmission obligation determination, and energy reconciliation. All non-standard meters used for billing, whether required by the Company or requested by the Customer, will be maintained and tested by the Company in accordance with applicable Commission Orders, Rules, and Regulations. Additional Services requested by the Customer and approved by the Company will be provided at charges as provided by the Company.

(j) Data Pulses. Demand pulse signals and/or synchronizing time signals will be provided by the Company to any Customer, or upon Customer consent a Customer's Electricity Supplier as defined by the Public Utility Companies §1-101(j) of the Maryland Code. The Customer makes a one time payment for the installation of wiring and equipment necessary to provide any of the following signal options:

Demand Pulse Signal	\$500.00
Synchronizing Time Signal	\$150.00
Both Signals	\$650.00

If the Customer's load control equipment is dependent on data obtained from metering transformers, transducers, thermal converters or other solid-state metering devices, the above charges will be determined on a case-by-case basis. The Customer is responsible for any additional costs associated with signal equipment maintenance and/or changes in signal equipment resulting from a change in the Customer's load.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****10. METERING AND BILLING (Concluded)**

(k) Read-Only Remote Access. Advanced Metering shall be required for read-only remote access capability. Advanced Metering shall be defined as a meter (1) capable of storing electric consumption data at specified time intervals compliant with existing tariffs and in conformance with applicable performance specifications, and (2) capable of remote meter reading. Upon request, the Company will provide read-only remote access to Advanced Metering via a communication link to any Customer, or upon Customer consent a Customer's Electricity Supplier as defined by the Public Utility Companies §1-101(j) of the Maryland Code. This communication link will also be utilized by the Company to obtain Customer billing data. The Customer's read-only remote access utilization shall not interfere with the Company's normally scheduled meter interrogation time periods, which may change from time to time and will be available to the Customer upon request. The Customer shall be responsible for an initial payment of \$118.00, per occurrence, for read-only remote access capability, as well as any monthly incremental charges which are dependent upon the type of communication link.

(l) Data Pulses and Read-Only Remote Access capability described in Rules 10(j) and 10(k), respectively, are supplied in addition to the standard metering information required by the applicable Rate Schedule. The Company does not accept responsibility for accuracy or malfunction of the signal equipment providing the Data Pulses, or the inability of a Customer to obtain Read-Only Remote Access to Advanced Metering after read-only functionality has initially been provided.

(m) Electric Vehicle Supply Equipment Metering

(1) Customer Complaints

- i. A Customer shall initiate a complaint regarding Company owned electric vehicle supply equipment through the Company's Customer Care Center or the Company's charging vendor. A phone number that customers can use to make complaints shall be displayed at the charging station at all times.
- ii. Upon notification of a complaint, the Company will investigate the accuracy of the EV charging station meter in question to determine whether the EV charging station is accurately measuring consumption and will provide a resolution to the customer as soon as practicable.
- iii. If the Company determines that the Customer initiating the complaint has been overcharged due to a problem with the Company's electric vehicle supply equipment metrology, the Company shall reimburse the customer for the overcharges.
- iv. If a complainant is not satisfied with the Company's response to an electric vehicle supply equipment complaint, they shall be able to request dispute resolution from the Commission using established processes.

**11. MASTER METERING AND SUBMETERING**

The Company will furnish electricity to the Customer for use only in or on the premises owned, leased or occupied by the Customer. The electricity furnished by the Company shall not be remetered, Submetered or otherwise controlled by the Customer for resale or assignment to another or others except as provided below:

(a) Service to multiple-occupancy residential buildings on which construction began on or before July 1, 1978 may be Master Metered, except that conversions from individual to Master Metering shall not be permitted.

(b) Service to new multiple-occupancy residential buildings on which construction began between July 1, 1978 and July 1, 1987 shall be individually metered by the Company for each occupancy unit, except that:

- (1) Master Metered central hot water systems for other than space heating are permissible.
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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

- (2) With prior Commission approval, Master Metered central heating and cooling systems are permissible.
- (3) A local housing authority as established under Article 44A of the State Code may petition the Commission for a waiver of the individual meter requirement for new multiple occupancy buildings constructed, managed, operated, developed, or subsidized by it.

11. MASTER METERING AND SUBMETERING (Concluded)

(c) Service to new multiple-occupancy residential buildings on which construction began on or after July 1, 1987, may be Master Metered providing that the Customer shall install submeters to measure the actual use within each occupancy unit. Such installations and resulting charges to occupants are subject to the Commission's rules and regulations governing submeters. Conversions from one meter system to another shall not be permitted.

(d) Service to multiple-occupancy non-residential buildings on which construction began on or before July 1, 1985, may be Master Metered, except that conversions from individual metering to Master Metering shall not be permitted.

(e) Service to multiple-occupancy non-residential buildings on which construction began between July 1, 1985 and July 1, 1987 shall be individually metered by the Company for each occupancy unit, except that:

- (1) Master Metered central hot water systems for other than space heating are permissible.
- (2) With prior Commission approval, Master Metered central heating and cooling systems are permissible.

(f) Service to new shopping centers on which construction began on or after July 1, 1987 may be Master Metered providing the Customer shall install submeters to measure the actual use within each occupancy unit. Such installation and resulting charges to occupants are subject to the Commission's rules and regulations governing submeters. Conversions from one meter system to another shall not be permitted.

12. PAYMENTS

(a) General

Bills for Company Charges are due upon presentation and are payable at any of the Company's duly authorized collection agencies, by mail to the Company's mail payment center, on-line at the Company's internet website, or by telephone by calling the Company and using the interactive voice response system or by talking with one of the Company's Customer Service representatives. When paid by mail the date of payment will be determined by the postmark. Failure to receive a bill does not excuse the Customer from payment obligations. Except for any amounts in dispute, payment shall be due and payable upon the presentation of a bill.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 12. PAYMENTS (Concluded)

## (b) Late Payment Charge

The final date for payment of Company Charges is shown on the bill and is at least 20 days from the date of presentation for residential Customers and residential cooperatives, and is at least 15 days from the date of presentation for all other Customers. A late payment charge of 1½% will be applied to the Company Charges of any bill or part of a bill not paid by the final date for payment, and will be calculated upon the net total cost less applicable taxes.

The Company's Bill Extender Plan is available on application to residential Customers receiving Monthly Social Security benefits, supplemental security income, disability payments, or other financial aid through government-sponsored assistance programs which constitute the main source of income within the Customer's household.

The Customer is responsible for making application for a modified net payment period and such application is subject to acceptance or rejection and verification by the Company.

Under the Company's Bill Extender Plan, eligible participants will be granted thirty days from bill rendition date in which to pay the net amount.

Bills to municipal, county, state, federal, and political subdivisions and on certain Rate Schedules in this tariff will be rendered and payable on a net basis.

## (c) Disconnection Notice

When a disconnection notice has been sent to the Customer, payment of Company Charges must be made to the Company, or to an authorized Company collection employee. The Company will accept payment at the Customer's premises in lieu of terminating Service. The Company does not accept cash field payments, but does accept checks and money orders at the Customer's premises.

## (d) Bad Check Charge

The Customer will be charged a handling charge of \$13.00 for each check received by the Company and returned by the bank for insufficient funds in the Customer's account, subject to the following provisions:

- (1) Checks returned for reason of insufficient funds shall be submitted to the bank a second time by the Company without incurring a bad check charge.
- (2) Each Customer will be allowed a waiver of one bad check charge per year.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

13. USE OF ELECTRICITY

(a) No other power supply shall be connected with Company's facilities, except by written consent of the Company.

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

(c) The Customer shall not use electricity in any manner which will be detrimental to the Company's supply of electricity to other Customers. The Company reserves the right, but shall have no duty to determine the suitability of apparatus or appliances to be connected to its Service by the Customer, and to refuse to continue to supply electricity if it shall determine that the operation of such apparatus or appliances may be detrimental to its general supply of electricity.

14. INTERRUPTION TO SERVICE SUPPLIED BY THE COMPANY

The Company will use reasonable diligence in providing regular and uninterrupted Service, but the Company shall not be liable for any loss, cost damage or expense to any Customer occasioned by failure to supply electricity according to the terms of the contract, or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal shall be due to the elements, public enemies, strikes, or order of Court, which are beyond control of the Company, or any cause except willful default or neglect on its part.

The Company may, without liability therefore, interrupt or limit Service to any or all Customers whenever in the sole judgment of the Company such action is indicated in order to prevent or limit any actual or threatened instability or disturbance on the electric system of the Company or any electric system interconnected with the Company.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 15. DISCONTINUANCE OF SERVICE

(a) By Company

The Company reserves the right to discontinue the supply of Service for the following reasons, without notice:

- (1) Unavoidable shortages or interruption in Company's source of supply, or other causes of emergency.
- (2) Repairs, alterations or extensions.

(b) By Customer

- (1) Customer may discontinue Service in accordance with the terms of agreement for Service.
- (2) Agreements are not transferable without the Company's consent. Whether or not there is a written agreement, upon Customer's discontinuance of Service, Customer shall remain responsible until the Company receives notice in writing of discontinuance for any Service supplied to the premises formerly occupied by the Customer and shall remain responsible for minimum charges and/or other obligations contracted for.

## 16. COMPANY'S RIGHT TO DISCONNECT SERVICE

## (a) The Company may disconnect Service without notice when:

- (1) A condition on the Customer's premises is determined by the Company to be hazardous, including Service over a line not owned or leased by the Company which is unsafe or inadequate.
- (2) The Customer's use of equipment adversely affects the Company's equipment or Service to others.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

16. COMPANY'S RIGHT TO DISCONNECT SERVICE (Continued)

(3) The Company has reasonable cause to believe that equipment furnished and/or installed by the Company has been tampered with or that unauthorized use of Service has occurred by any method including diversion of electricity around a meter.

(4) Requested by any public authority having jurisdiction.

(b) The Company may disconnect Service on notice for any of the following events following the procedures set forth by the Commission as published and amended from time to time and presently published in Title 20, Subtitle 31, and Subtitle 50 of COMAR:

(1) On 7 days notice if fraudulent use is detected, except when a bona fide occupant of the premises is seriously ill, the provisions of COMAR 20.31.03.01 shall supersede.

(2) After 14 days notice for non-payment of Company Charges for Service in accordance with COMAR Termination Procedures.

(3) After 14 days notice for the following:

(i) Violation of or non-compliance with Commission Rules or of the Company's rules on file with the Commission.

(ii) Failure to fulfill contractual obligations.

(iii) Refusal of access to Company facilities.

(iv) Failure to provide a deposit or deposit installment as required in Rule 7 of this tariff.

(v) Failure of the Customer to furnish the Service equipment, permits, certificates, or rights of way, as shall have been specified by the Company as a condition to obtaining Service, or if the equipment or permission are withdrawn or terminated.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 16. COMPANY'S RIGHT TO DISCONNECT SERVICE (Continued)

- (4) If a Customer disputes the proposed termination, Customer shall do so in accordance with the provisions of COMAR, Title 20, Subtitle 32.

(c) Whenever the supply of electricity is disconnected in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such disconnection. In all cases where the supply of electricity is disconnected by reason of violation by the Customer of any of the provisions hereof or of any agreement with the Company for the purchase of electricity, there shall then become due and payable, in addition to the bills for Company Charges in default, an amount equal to the Monthly minimum Company Charges for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the Agreement.

(d) The following may not constitute sufficient cause for termination of an existing Customer or for refusal of Service to a prospective Customer.

- (1) Failure of a previous occupant to pay for Service except in cases of fraudulent use.
- (2) Failure to pay for a different class of Service. For the application of this regulation there shall be two classes of Service, residential and non-residential.
- (3) Failure to pay the bill of another Customer as guarantor thereof.
- (4) Failure to pay an undercharge for the period in excess of 4 Months.
- (5) Failure to pay bills for Services provided other than electric Service.
- (6) Failure to pay Electricity Supplier charges.

(e) Pursuant to the above section 16 (b) (2), the Company may, at its sole discretion, offer to install a Load Limiter as an alternative to terminating electric Service for non-payment of a delinquent account or as a means for Customers with accounts in arrears to reduce and better manage their electric usage.

The use of Load Limiters will comply with the following conditions:

- (1) Customer consent must be obtained prior to installation of a Load Limiter.
- (2) Once installed, the Load Limiter will remain in place until balance of account, inclusive of the security deposit, is paid in full.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****16. COMPANY'S RIGHT TO DISCONNECT SERVICE (Concluded)**

- (3) If a Customer requests to have the Load Limiter device removed, normal termination procedures shall apply.
- (4) Load Limiters will not be installed in homes where life support equipment is utilized, or when, in the Company's opinion, the Customer's installation is unsafe or is not suitable for the Load Limiter.
- (5) Load Limiters will not be utilized in electrically heated homes during the winter period from November 1 thru March 31.
- (6) Load Limiters will also not be installed on premises where an occupant is older than 65 years of age, younger than age 5 or seriously ill.
- (7) The minimum size Load Limiter shall be a 25-ampere, 120-volt, double pole, single throw device.
- (8) In the event the Load Limiter shuts off power, it is the Customer's responsibility to reduce electrical consumption to a level at which the Load Limiter no longer interrupts Service. Load Limiter operation information will be provided to the Customer prior to installation.
- (9) The Company shall not be liable for any damages, direct or indirect, that may result if Service is interrupted.

**17. RECONNECTION OF THE SUPPLY OF ELECTRICITY**

(a) If the supply of electricity has been disconnected for any of the reasons covered by Rule 16 the Company shall have a reasonable period of time in which to reconnect the Customer's Service after the conditions causing disconnection shall have been corrected.

(b) If the supply of electricity has been disconnected because of improper use, non-payment, or if, in the Company's opinion the meter or wires or other apparatus have been tampered with, the Company may refuse to reconnect the Customer's Service until the Customer shall have:

- (1) Paid all delinquent Company Charges.
- (2) Paid to the Company an amount estimated by the Company to be sufficient to cover the Company Charges for electricity used but not recorded by the meter and not previously paid for,
- (3) Made such change in wiring or equipment as may in the opinion of the Company be proper for its protection, and

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 17. RECONNECTION OF THE SUPPLY OF ELECTRICITY (Concluded)

(4) Paid reconnection charge as set out in (d) below.

(5) Paid security deposit installments past due or new deposit or installment for existing Customer not having deposit equal to amount permitted by COMAR.

(c) If the supply of electricity has been disconnected by the Company at the request of any public authority having jurisdiction, the Customer's Service will not be reconnected until authorization to do so has been obtained from said public authority.

(d) If the supply of electricity has been disconnected by the Company at the request of the Customer, Service will be reconnected upon proper notice by the Customer and payment of the reconnect charge as set out in (e) below.

(e) Where the Company has disconnected Service for nonpayment of bill or for other reasons listed in Rule 16 "Company's Right To Disconnect Service", the Customer shall pay the following reconnection charge as a condition of resuming Service at the same location or at a different location.:

(1) When Service is disconnected at the meter

\$16.00 for reconnection made during regular or extended working hours, or

\$80.00 for reconnection made after regular working hours requiring call-out time.

(2) When Service is disconnected other than at the meter

Service will normally be disconnected at the meter. However, when another means of disconnection is necessary, the actual cost will be the reconnection charge, but not less than the amount in (1.) above.

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES

(a) General

The extension of the Company's distribution facilities for supplying electric energy to Customers will be made under one of the following plans, subject to any applicable rules of the Commission.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)**

Most new extensions on the Applicant's owned or leased property and in Residential Subdivisions, Business Parks, and Industrial Parks must be placed underground according to rules of the Commission. When special conditions exist, such as excessively steep, unstable, rocky or wet terrain, the Company or the Applicant may appeal to the Commission for relief or exemption from the Commission rules for underground extensions. When Applicants desire underground Service not covered by such rules or specifically provided for under this rule, such underground Service may be secured upon payment by the Applicant as set forth in Rule 2(b) of this Tariff.

The Company reserves the right to refuse to extend or reinforce its facilities or to take title to and assume responsibility for the future maintenance and replacement of facilities built by another and offered to the Company, when by so doing the Company is required to assume financial risk or burden, to introduce a hazard to the Service of other Customers, to incur extraordinary losses of electric energy or to suffer excessive operating, maintenance and replacement costs.

Revisions to existing installations required on or after the effective date of this rule shall be made under the terms and conditions contained in this rule unless the revisions are required by the Company for its purposes.

Where payments are required of Applicants for line construction or to reduce Assured Minimum Revenues, title to such facilities will be retained by the Company, which will be responsible for operation and normal maintenance of such facilities.

The Applicant shall supply the Company with drawings and specifications covering the plot and buildings to be supplied with Service in reasonable time to prepare electrical layout, make cost estimates and install required facilities.

All charges computed for the extension of electric Service herein shall be paid by the Applicant in advance of construction or upon such other terms as the Company may require. Such charges shall include the estimated cost for the acquisition and/or preparation of rights-of-way and any permit fees imposed on the Company by local, state and federal governmental agencies. All charges are subject to applicable local, state and federal taxes. Federal income tax on all charges deemed to be Customer contributions shall be collected from the Applicant through operation of the Tax Recovery Rider included as part of this Tariff. Payments shall be divided equally among the Applicants to be connected to the extension at the time of application or as may be agreed upon among the Applicants.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

## (b) Underground Service

Effective September 1, 1997, the Applicant shall provide, at their expense, all necessary excavating, backfilling, grading, restoration, and conduit installation required to meet the Applicant's immediate and future electric Service requirements. Such work shall include clearing the underground Service route of trees, stumps, and other obstructions and rough grade to within six (6) inches of final grade before the Company will install its facilities. Such clearing and grading must be maintained by the Applicant. If the Applicant or subsequent Customer desires to change the grade at a future date in a manner that requires relocation or change in the Company's facilities, the Applicant or Customer shall pay the cost of such relocation or change. All work performed shall meet the Company's underground construction standards and specifications. Such construction standards and specifications may be obtained by contacting the Company. Final acceptance of the work shall be determined by Company personnel prior to installation of the Company's facilities and backfilling of the trench by the Applicant. If the Company's standards and specification have not been met, such excavating and backfilling shall be corrected or redone by the Applicant, at the Applicant's expense. Failure to comply with the Company's standards and specifications are grounds for the Company to refuse Service until such standards and specifications have been met.

The Company will determine the trench route and location of its facilities. Prior to any excavation by the Applicant, the Company will mark the route of the trench and the location of its facilities. The Applicant shall not alter the route of the trench or location of the Company's facilities without prior consent of the Company.

The Applicant shall provide and install conduit of size specified by the Company, including a ¼ inch diameter nylon or polypropylene pulling rope, necessary for the Company to install its underground cable. When the Applicant installs conduit such that the ends are below the ground line, the Applicant shall plug the ends of the conduit to prevent debris from entering the opening and mark the ends in such a manner that the conduit can be easily located in the future. Where the Company has plans to install above ground equipment such as, pad-mounted transformers, switch gear, etc., the Applicant shall extend the conduit ends above the ground line to allow for connection of the Company's equipment.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)**

The Applicant shall cooperate with the Company to avoid unnecessary costs. Such cooperation shall include keeping the route of the lines clear of machinery and other obstructions when the Company is scheduled to do work.

The Company controls the initial and subsequent use of the trench and its backfill. At the Company's option, certain other utilities, such as telephone, gas, CATV, and water and sewer may share the trench. For telephone and CATV shared trenches, no separation between the Company's cables and telephone or CATV facilities is required by the Company when the cables are installed in conduit. Telephone and CATV companies may have requirements for separation. For gas line shared trenches, an eighteen (18) inch minimum separation is required between the Company's cables and gas lines. Water and sewer lines may share the same trench provided a twelve (12) inch minimum separation is maintained between the water, sewer, and electric lines; greater separation should be maintained where practical. Customer's private lines are not permitted to be placed in trenches provided for Company use.

If the Applicant changes their plot plan after installation of the Company's facilities has begun, or otherwise necessitates additional costs by their act or failure to act, such additional costs shall be borne by the Applicant.

When it is necessary for the Company to install underground facilities in excess of those required to meet the Applicant's immediate and future electric Service requirements, the Company reserves the right to perform all necessary excavating, backfilling, grading and restoration and to install conduit(s) for that portion of the extension.

**(c) Definitions**

Certain words used in this Section that are not found in Rule 1. shall be understood to have the following meanings:

- (1) "Applicant": The developer, builder, property owner, or other person, partnership, association, corporation, or governmental agency applying for the extension of electric Service to a given location.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

- (2) "Assured Minimum Revenue" or "Minimum Annual Revenue Requirement": Aggregate revenue resulting from Rate Schedule billing (exclusive of fuel rate revenue and taxes) required over a stated period of time to support the Company's net investment in local facilities for an Applicant or Customer.
- (3) "Individual Service Line": That portion of a line extension devoted to serve one Applicant or Customer.
- (4) "Industrial Park" or "Business Park": An area which has been zoned for industrial or business use and which is covered by a recorded subdivision plat.
- (5) "Main Line Extension" or "Off-Property Extension": A general distribution line extension designed and constructed for Service to one or more Applicants not located on the property of the Applicant(s).
- (6) "Multi-Family Dwelling Unit": A structure designed to contain more than one residential dwelling unit.
- (7) "On-Property Extension": A line extension made on the Applicant's owned or leased property for the Applicant's use or for use in common with others.
- (8) "Residential Standard Connection Charge": A fixed contribution in aid of construction applicable to all new Residential Service connections. The Tax Recovery Rider applies to this charge.
- (9) "Residential Standard Connection Distance": An extension of electric Service up to 126 feet, measured from the dwelling unit back to the transformer.
- (10) "Residential Subdivision": A portion of real property which includes two or more adjacent lots intended for residential structures.
- (11) "Single-Phase Extension": An extension of primary and/or secondary voltage Service having single-phase characteristics such as: 7200 volt, 120/240 volt three wire grounded neutral.
- (12) "Three-Phase Extension": An extension of primary and/or secondary voltage Service having three-phase characteristics such as: 12470/7200 volt, 120/208 volt or 277/480 volt four wire grounded neutral.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

## (d) Plan "A" – Single-Phase Line Extension Plan

The provisions of this Plan shall apply to construction by the Company of extensions to its distribution lines to serve permanent residential Customers (single-family and Multi-Family Dwellings) and small permanent commercial and industrial Customers requiring Single-Phase Extensions.

Extensions to the Company's distribution system will be made underground in accordance with the Commission's Rules and will be located along public roadways which the Company has a legal right to occupy or on public lands and private property across which satisfactory rights-of-way or easements may be obtained. The Company shall not be required to provide rear-lot construction to any Applicant.

The Company will install all overhead extensions, for which the Commission's Rules for Underground Facilities do not apply and for overhead extensions for which the Commission has granted an exemption from the Rules, based on the estimated installed cost, excluding transformers and meters, to the Applicant.

The Company will install underground extensions to the residential Applicant at the Residential Standard Connection Charge and an Excess Cost per Foot Charge as applicable, when the Applicant meets all the provisions of this Plan A and Rule 18.(b) above.

The Company will install underground extensions at no charge to the non-residential Applicant, when the Applicant meets all the provisions of this Plan A and Rule 18.(b) above.

For non-residential underground line extensions in excess of 1,500 feet and located adjacent to public roads and highways not in a Residential Subdivision, Industrial Park or Business Park and where the Company has determined there is a potential for additional Customer connections, the Company will install, at no charge to the Applicant, that portion of the extension in excess of 1,500 feet. In unusual circumstances, when the application of these underground requirements appears impracticable or unjust to either party, or discriminatory to other Customers, the Company or the Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, before commencing construction.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

## (1) Single-Family, Multi-Family &amp; Residential Subdivisions

- (i) The Applicant shall perform all necessary excavating, backfilling, grading, and restoration and shall provide and install conduit for the Company to install its cable. Such work shall be at the Applicant's expense and be installed as set forth under Rule 18.(b) above.
- (ii) The Company will obtain all necessary rights-of-way, easements, and permits required for electric Service, where rights-of-way and easements can be obtained on reasonable terms and conditions. In those governmental jurisdictions where the Applicant is not permitted to perform trenching work under the Company's permit, the Applicant shall obtain all permits required to complete the work.
- (iii) The Applicant will provide, at their expense, all On-Property road, street and driveway crossing(s) required for Service. Crossing(s) shall be installed to the Company's construction standards and specifications and must comply with all requirements covered by permits obtained by the Applicant from any governmental agency having jurisdiction. If such construction standards and specifications have not been met, the Applicant shall take whatever corrective action is necessary to meet the construction standards and specifications. Failure to comply permits the Company to refuse Service until such standards and specifications are met. Such construction standards and specifications may be obtained by contacting the Company. The Applicant shall provide and install conduit of size specified by the Company, including a ¼ inch nylon or polypropylene pulling rope, necessary for the Company to install its underground cable. When the Applicant installs conduit such that the ends are below the ground line, the Applicant shall plug the ends of the conduit to prevent debris from entering the opening and mark the ends in such a manner that the conduit can be easily located in the future. Final acceptance of the crossing(s) shall be determined by Company personnel prior to installation of the Company's facilities.
- (iv) The Company will install all necessary Off-Property road, street and driveway crossing(s) at no charge to the Applicant.
- (v) The Applicant shall pay a Residential Standard Connection Charge of \$255.00 per connection, with \$2.73 for each foot in excess of the Residential Standard Connection Distance.
  - (A) For Service connections not located within a Residential Subdivision, the Excess Cost per Foot Charge shall apply only to the On-Property Extension portion of the line extension in excess of the Residential Standard Connection Distance, with the Off-Property Extension excess portion charged at \$1.00 per foot.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

(B) All contributions determined under this rule are considered Customer contributions and are subject to the Tax Recovery Rider included as part of this Tariff.

(vi) The Residential Standard Connection Charge and the Excess Cost per Foot Charge are not subject to refund or crediting as the result of subsequent Service extensions.

## (2) Small Commercial &amp; Industrial

## (i) Off-Property Extensions

1. Off-Property Extensions will normally be installed overhead to the Applicant's property boundary line at the Company's expense, providing the total estimated, installed cost of the extension, including transformers and meters (regardless of location), does not exceed three times the Applicant's annual base rate revenue. The Applicant shall pay, as a connection charge, the amount by which the estimated total cost (after deducting any required contribution for underground) exceeds three times the estimated base rate revenue.
2. If more than one Applicant is to be served from an extension at the time the extension is completed, the cost will be divided among the Applicants in proportion to their electrical load and length of extension.
3. When the Applicant requests and the Company agrees, Off-Property Extensions may be installed underground. All excavating, backfilling, grading, and restoration shall be provided by the Applicant as set forth under Rule 18.(b) above. Payment, by the Applicant for Company installed facilities, shall be computed as set forth in Rule 2.(b) of this Tariff.

## (ii) On-Property Extensions

1. The Applicant shall perform all necessary excavating, backfilling, grading, and restoration and shall provide and install conduit for the Company to install its cable. Such work shall be at the Applicant's expense and be installed as set forth under Rule 18.(b) above.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

2. There will be no charge to the Applicant for Company facilities installed to serve the Applicant.
3. The Applicant shall obtain all rights-of-way, easements and any local, state and federal governmental agency permits required for work done on the Applicant's owned or leased property.
4. The Applicant will provide, at their expense, all On-Property road, street and driveway crossing(s) required for Service. Crossing(s) shall be installed to the Company's construction standards and specifications and must comply with all requirements covered by permits obtained by the Applicant from any governmental agency having jurisdiction. If such construction standards and specifications have not been met, the Applicant shall take whatever corrective action is necessary to meet the construction standards and specifications. Failure to comply permits the Company to refuse Service until such standards and specifications are met. Copies of the Company's construction standards and specifications may be obtained by contacting the Company. The Applicant shall provide and install conduit of size specified by the Company, including a ¼ inch nylon or polypropylene pulling rope, necessary for the Company to install its underground cable. When the Applicant installs conduit such that the ends are below the ground line, the Applicant shall plug the ends of the conduit to prevent debris from entering the opening and mark the ends in such a manner that the conduit can be easily located in the future. Final acceptance of the crossing(s) shall be determined by Company personnel prior to installation of the Company's facilities.

## (3) Alteration of Facilities

The cost of alterations to line facilities required to serve existing Customers due to relocation of the Company's facilities caused by Customer construction shall be paid by the Customer. The Customer will not be charged for original facilities retained for such revised Service. If an existing Customer's load increases and Service is rendered overhead, the Company shall make, if required, appropriate modifications to the Individual Service Line at no cost to the Customer providing the Point of Service remains the same. Customers served underground requiring modifications due to load increases, shall be charged the cost of such modifications.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

## (e) Plan "B" – Three-Phase Line Extension Plan

## (1) Extension Charges

## (i) General

The provisions of this Plan shall apply to construction by the Company of Main Line Extensions to distribution lines to serve permanent Customers requiring Three-Phase Extensions.

Extensions made under this Plan will normally be made overhead to the Customer's property boundary line and underground from that point to the Point of Service on the Applicant's owned or leased property, unless such underground On-Property Extension is not required by the Commission Rules for Non-Residential Electric Underground Facilities or is not requested by the Applicant and approved by the Company.

## (ii) Off-Property Extensions

The Company will install overhead Off-Property Extensions at its expense providing the total estimated installed cost of the extension, including transformers and meters (regardless of location), does not exceed three times the Applicant's annual base rate revenue (excluding all fuel rate revenues and taxes). The Applicant shall pay, as a connection charge, the amount by which the estimated total cost (after deducting any required contribution for underground) exceeds three times the estimated annual base rate revenue. If more than one Applicant is to be served from this extension, the cost will be divided among the Applicants in proportion to their electrical load and length of extension. When the Applicant requests and the Company agrees, underground Main Line Extensions may be installed. When the Applicant elects to provide all necessary excavating, backfilling, grading and restoration, the Company will obtain all rights-of-way. All excavating, backfilling, grading and restoration shall be provided as set forth under (b) Underground Service of this rule. Payment, by the Applicant for underground Main Line Extensions, shall be computed as set forth in Rule 2.(b) of this Tariff.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

## (iii) On-Property Extensions

The Company will install On-Property Extensions dedicated to the Applicant's sole use at the Applicant's expense, excluding transformer and meter costs. When the Applicant elects to provide all necessary excavating, backfilling, grading and restoration, such excavating, backfilling and grading shall be provided as set forth under (b) Underground Service of this rule. The connection charge for common facilities placed on the Applicant's property to serve more than one Applicant shall be computed and charged as set forth under (e)1.(ii) above.

## (iv) Industrial Parks and Business Parks

1. Regardless of whether the Applicant elects to provide all necessary excavating, backfilling, grading and restoration, a deposit may be required, when due to the manner in which an Industrial Park or Business Park is developed, the Company is required to install underground facilities through a section or sections of the park where Service will not be connected. The deposit will be computed based on the estimated cost of the line extension within the park. Such deposit shall be refunded, without interest, to the Applicant provided a permanent Service connection is made within ten (10) years of the date the Company is first ready to render Service and shall be equal to three times the annual base rate revenue associated with each new Customer receiving permanent Service in the park with such refund not to exceed the amount of the Applicant's deposit. Any portion of the deposit remaining unrefunded 10 years from the date the Company is first ready to render Service shall be retained by the Company.
2. Effective November 15, 1994, the Applicant shall provide all street and road crossings necessary to extend the Company's underground facilities, within an Industrial Park, Business Park, or similar non-residential subdivision. The crossing(s) shall be installed to the Company's construction standards and specifications and must comply with all requirements covered by permits obtained by the Applicant from any governmental agency having jurisdiction. Company construction standards and specifications may be obtained by contacting the Company's local office. The Applicant shall provide and install conduit of size specified by the Company, including a ¼ inch diameter nylon pulling rope, necessary for the Company to install its underground cable.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Continued)

When the Applicant installs conduit such that the ends are below the ground line, the Applicant shall plug the ends of the conduit to prevent debris from entering the opening and mark the ends in such a manner that the conduit can be (easily located in the future. Final acceptance of the crossing(s) shall be determined by Company personnel prior to installation of the Company's facilities. If such construction standards and specifications have not been met, the Applicant or their agent shall take whatever corrective action is necessary to meet the standards and specifications. Failure to comply with such construction standards and specifications is grounds for the Company to refuse Service until such standards and specifications are met.

## (2) Electric Service Agreement

When the Company's total estimated investment to provide permanent Service to an Applicant, after deducting the connection charge in (e)1.(ii) and (iii) above, is \$10,000 or more, an Electric Service Agreement will be required as set forth in the Rate Schedules.

The Electric Service Agreement shall specify the location, capacity, Service voltage, term and applicable Rate Schedule and shall state the connection charge and the Minimum Annual Revenue Requirement (exclusive of the fuel rate revenue) which shall be equal to one third of the Company's total net investment in providing such Service.

The Applicant or Customer may reduce or eliminate the Minimum Annual Revenue Requirement, with the consent of the Company, by increasing the connection charge payment otherwise required.

An agreement may also be required when the Company's estimated net investment is less than \$10,000 if the connection is not considered by the Company to be a permanent connection, and a connection/disconnection charge specified in 3. below will be required.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 18. TERMS AND CONDITIONS GOVERNING EXTENSION OF FACILITIES (Concluded)

## (3) Connection/Disconnection Charge - Permanent or Temporary Service

The Company may require an Applicant to give evidence of permanence by paying the Company the cost of connection and disconnection as a safeguard for the Company's investment and a protection to its other Customers. The cost of the connection and disconnection shall be the estimated total net installed cost of the required facilities, less the salvage value when removed, plus the cost of removal. This payment will be returned to the Customer at the end of the agreed initial term without interest, provided the Customer has taken continuous Service from the Company during those years and paid the Company the Assured Minimum Revenue as provided. The payment covering the cost of connection and disconnection shall be forfeited to the Company and the facilities removed when a Customer does not take continuous Service for the initial term.

Payment for an extension to an Applicant requesting temporary Service will be computed as described above, except that such payment is not subject to refund.

## (4) Alteration of Facilities

The cost of alterations to line facilities required to serve existing Customers due to relocation of facilities caused by Customer construction or to serve additional electrical load shall be paid by the Customer. The Customer will not be charged for original facilities retained for such revised Service, but the cost of such facilities, as adjusted, will continue to be reflected in Minimum Annual Revenue Requirements calculated under Subsection (e)2.

## (5) Special Conditions

In unusual circumstances, when the application of these regulations appears impractical or unjust to either party, or discriminatory to other Customers, the Company shall make arrangements with the Applicant for financing the Company's facilities, guaranteeing revenue, or a combination of these considerations, providing that this is done without discrimination in favor of or against the Applicant.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****19. UTILITY SERVICE PROTECTION PROGRAM**

The Company has established a Utility Service Protection Program (USPP) effective November 1, 1988 for residential Customers certified eligible by the Maryland Energy Assistance Program.

For USPP participants, electric Service will be maintained and late pay charges (Rule 12(b) of this tariff) will be suspended providing plan participants make timely payments prescribed by the program. Security deposits or non-pay reconnect charges will not be collected from eligible plan participants.

**20. IMPOSED RELOCATIONS OR UNDERGROUNDING**

When the Company is required by any political subdivision of the United States, or any agency thereof, to place new facilities, which are not mandated underground facilities pursuant to COMAR, or to relocate existing facilities underground, or to otherwise relocate existing facilities; the cost of such placement or relocation shall be recovered by the Company in the manner hereafter provided.

The political subdivision or agency which imposes the requirement for relocation or undergrounding shall pay the adjusted cost thereof in advance. In absence of such payment, the Company may recover, within a period of five years, such adjusted cost by means of a surcharge applied upon the bills of all Customers whose electric Service delivery points are situated within the political subdivision.

**21. DEFAULT ELECTRICITY SUPPLY SERVICE****(a) General**

Default Electricity Supply Service is provided to Customers who either:

- (1) Contract for electricity with a certified Electricity Supplier and it is not delivered;
- (2) Cannot arrange for electricity from a certified Electricity Supplier;

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE**

## 21. DEFAULT ELECTRICITY SUPPLY SERVICE (Concluded)

- (3) Do not choose a certified Electricity Supplier;
- (4) Choose the Default Electricity Supply Service; or
- (5) Have been denied Service or referred to the Default Electricity Supply Service by a certified Electricity Supplier because of a delinquent account.

The Company shall collect transmission revenues pursuant to the applicable FERC approved Open Access Transmission Tariff.

(b) At any time on a regularly scheduled meter reading date, Customers may switch Electricity Suppliers or leave or return to the Company's Default Electricity Supply Service. If an Electricity Supplier defaults, a Customer may return to Company's Default Electricity Supply Service at any time regardless of scheduled meter reading dates until the effective date of a pending or authorized Electricity Supplier switch.

(c) Customer Termination of Service at Existing Account. If a Customer contacts the Company to discontinue electric Service, the Company will notify the current Electricity Supplier of the Customer's discontinuance of Service for the account at the Customer's location. If available, the Company will provide the Electricity Supplier that served the Customer at the old location with the Customer's new mailing address or forwarding address.

(d) Electricity Supplier Discontinuance of Service. When initiating the discontinuance of Service to Customers, the Electricity Supplier must comply with the notification requirements of the Commission and submit a valid drop transaction to the Company on the date the Customer is notified. An Electricity Supplier must provide the Company 60 days advanced notice of its intent to discontinue Service to a non-residential Customer or to an entire class of Customers.

(e) Effective Date of Discontinuance. Any discontinuance will take effect on a meter read date and in accordance with the provisions of this Tariff that govern a retail Customer's change of Electricity Supplier.

(f) Customer Number Change. If the Company elects to change the account number for a Customer receiving generation Service from the Electricity Supplier, the Company will notify the Electricity Supplier of the change in account number at the same Customer location, via electronic file.

(g) Full Requirements Service Provision. The Electricity Supplier shall agree to supply full requirements Service for each of its Customers at each Customer account enrolled. Partial requirements or split load Service will not be supported.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****22. CHANGING ELECTRIC SUPPLIERS**

(a) Pre-enrollment Information. Prior to requesting pre-enrollment Customer information from the Company, an Electricity Supplier shall notify the Customer of its intention to initiate such a request and obtain the Customer's consent for release of such information. The Electricity Supplier notice shall specify the Customer Information to be requested from the Company as listed below. The Electricity Supplier is required to maintain a record of a Customer's consent for a period of not less than 180 days from its expiration, subject to audit by the Commission.

(1) Manner of Request. Registered Electricity Suppliers are required to request pre-enrollment information from the Company.

(2) Customer Information. Electricity Supplier requests for Customer information received via Electronic Data Interchange transaction will include the following information:

- (i) Account name
- (ii) Billing address
- (iii) Service address
- (iv) Account number
- (v) Voltage level
- (vi) Rate code
- (vii) Load profile
- (viii) Meter number
- (ix) Meter type
- (x) Multiple meter indicator
- (xi) Peak load contribution
- (xii) Metered demand; Billed demand
- (xiii) Monthly historical demand for the previous 12 months
- (xiv) Monthly historical consumption for the previous 12 months

(3) Historical Interval Data. Transmittal of historical interval meter data for the previous 12 months is not available via Electronic Data Interchange. Data requested for historical interval data will be processed using industry-accepted alternative electronic data communications.

(b) Procedure to Formalize Selection of Electricity Supplier. In order to initiate Competitive Power Supply, the Electricity Supplier will obtain appropriate authorization from the Customer, or from the person authorized to act on the Customer's behalf, indicating the Customer's choice of the Electricity Supplier in accordance with the rules and regulations of the Commission. The Electricity Supplier must notify its Customers that by signing up for Competitive Power Supply with the Electricity Supplier, the Customer is consenting to the disclosure by the Company to the Electricity Supplier of certain basic information about the Customer. At a minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's Company account number; data about meter readings; rate class and electric usage; the Customer's name, address(es) and telephone number; or as otherwise may be consistent with Commission rulings.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****22. CHANGING ELECTRIC SUPPLIERS (Continued)**

- (1) **Authorization Record.** It is the Electricity Supplier's responsibility to maintain records of the Customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the Commission. The authorization shall include the Customer's acknowledgement that the Customer has received the notice as described in Section 22(b).
- (2) **Enrollment by an Electricity Supplier.** The Electricity Supplier shall provide an electronic file to the Company, containing information in accordance with this Tariff or the procedures established by the Commission. Upon receipt of the electronic file from the Electricity Supplier, the Company will confirm receipt of the file. Within one business day of receipt of the electronic file, the Company will validate the records contained in the file, and will provide an electronic validation, including appropriate control totals such as number of records received, and the reason for any rejections (e.g., invalid account number) and any information the Electricity Supplier can use to identify rejected records.
- (3) **Processing by the Company.** The Company will process enrollment transactions in accordance with this Tariff and applicable Commission rules and regulations. Valid enrollment transactions will be assigned an effective date no later than three (3) business days after the enrollment process date. All electronic transactions associated with enrollment processing must be performed in accordance with this Tariff and applicable Commission data exchange standards, rules and regulations.
- (4) **Notice of Enrollment.** The Company and the Electricity Supplier will provide written notice of enrollment to the Customer entering into a Service agreement with the Electricity Supplier within one business day after the Electricity Supplier receives the Company's enrollment response.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****22. CHANGING ELECTRIC SUPPLIERS (Continued)**

(c) **Change of Electricity Supplier.** If a Customer contacts a new Electricity Supplier to request a change of Electricity Supplier and the new Electricity Supplier agrees to serve the Customer, the Customer's new Electricity Supplier shall obtain appropriate authorization from the Customer or person authorized to act on the Customer's behalf, indicating the Customer's choice of Electricity Supplier, and shall thereupon follow the same procedures for enrollment of Electricity Supplier as for the initial Competitive Power Supply designated in Section 22(b). Once the process is complete, the Company will notify the Customer's current Electricity Supplier by electronic transaction that the Customer has elected to terminate Service from that Electricity Supplier.

(d) **Electricity Supplier Drop Processing by the Company.** The Company will process drop transactions in accordance with this Tariff and applicable Commission rules and regulations. Valid drop transactions will be assigned an effective date no later than three (3) business days after the drop process date. The Company will assign a Customer who has been dropped by an Electricity Supplier and not enrolled by an Electricity Supplier to Default Electricity Supply Service.

(e) **Assignment of Contract.** At least 30 days prior to the effective date of any assignment or transfer of a Customer's contract from one Electricity Supplier to another, the Electricity Suppliers shall jointly provide written notice to the Customers of the Electricity Supplier, the Commission, the Company and the Office of People's Counsel of the assignment or transfer. In addition, the Electricity Supplier receiving the transferred Customers must also contact the Company to coordinate the transfer of the Customers' contract and submit a valid enrollment transaction for each Customer. The Company will not render a notice of enrollment to the Customer.

(f) **Customer Cancellation Request.** On request of a Customer to cancel supply Service with the Electricity Supplier, an Electricity Supplier shall process the Customer's cancellation request for electric Service within two business days after receipt of the drop request.

- (1) **Customer Initiated Cancellation.** After the third business day following a Customer request for an Electricity Supplier to cancel supply Service, the Customer may contact the Company to verify that the cancellation transaction submitted by the Electricity Supplier has been processed by the Company. If a cancellation transaction has not been received by the Company, and the Customer requests cancellation of Electricity Supplier Service, the Company will process a cancellation and return the Customer to Default Electricity Supply Service. The drop will be assigned an effective date no later than three (3) business days after the Company has processed the cancellation request.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**RULES AND REGULATIONS COVERING THE SUPPLY OF ELECTRIC SERVICE****22. CHANGING ELECTRIC SUPPLIERS (Continued)**

(g) Transaction Error Handling. An Electricity Supplier shall notify the Company of an enrollment or drop error via an Electronic Data Interchange cancel transaction no later than two (2) business days after the enrollment or drop transaction is initiated by the Electricity Supplier. The Company shall process the cancel transaction and return the Customer to the Customer's enrollment state before the erroneous transaction.

(1) Incumbent Electricity Supplier-Identified Erroneous Transactions. If an erroneous transaction is identified by the incumbent Electricity Supplier, the incumbent Electricity Supplier shall, upon verifiable consent of the Customer, cancel the pending enrollment by notifying the Company by an Electronic Data Interchange cancel transaction within 24 hours of the Customer's consent and not later than two (2) business days after the erroneous enrollment or drop transaction is received by the Company. Initiation of the Electronic Data Interchange cancel transaction by the incumbent Electricity Supplier without the verifiable Customer consent is considered an unauthorized enrollment of the Customer with the incumbent Electricity Supplier.

(2) Electronic Cancel Transactions Received Later Than Two Business Days. Electronic cancel transactions received from the incumbent Electricity Supplier later than two (2) business days after the erroneous enrollment or drop transaction is received by the Company will be rejected.

(h) Customer Designation to Control. The Electricity Supplier acknowledges and agrees that the Company will give effect to all Customer requests to change to a new Electricity Supplier, and consequently the last Customer designation of an Electricity Supplier, for which the procedures under Section 22(c) have been completed, will be given effect by the Company.

**23. BACK-UP SUPPLY FOR SELF-GENERATORS**

Service for Standby (Back-Up) or Maintenance purposes is available under the Company's Alternative Generation Schedule, Schedule "AGS". Retail Customers, who sell any portion of their on-site, self-generation into the market, may not replace that generation with supplementary Service supplied under any schedule in this Tariff. Such replacement power will be provided at a rate determined by contract.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**UNIVERSAL SERVICE PROGRAM SURCHARGE**

Effective for bills rendered on and after June 1, 2019, there shall be a Universal Service Program Surcharge per Customer at rates set forth below to fund the Maryland statewide Universal Service Program. These rates shall be applied each month and are based on the distribution amount of customer bills rendered in the prior calendar year. Amounts included hereunder shall be subject to late pay charges.

Electric Bills Rendered (Prior Calendar Year)	Customer Charge (per month)
<b>Residential - Rate Schedule R</b>	
N/A	\$0.32
<b>Commercial &amp; Industrial - Rate Schedules C, G, C-A, CSH, PH, AGS, PP, Hagerstown, and Frederick.</b>	
Under \$175	\$0.25
\$175 - \$1,299	\$1.84
\$1,300 - \$2,599	\$6.14
\$2,600 - \$6,499	\$12.28
\$6,500 - \$12,999	\$24.56
\$13,000 - \$25,999	\$36.84
\$26,000 - \$51,999	\$49.13
\$52,000 - \$77,999	\$92.11
\$78,000 - \$103,999	\$122.82
\$104,000 - \$129,999	\$184.21
\$130,000 - \$181,999	\$276.33
\$182,000 - \$233,999	\$368.44
\$234,000 - \$259,999	\$552.65
\$260,000 - \$519,999	\$736.87
\$520,000 - \$779,999	\$982.49
\$780,000 - \$1,039,999	\$1,228.12
\$1,040,000 - \$1,299,999	\$1,473.75
\$1,300,000 - \$1,559,999	\$1,719.37
\$1,560,000 - \$1,819,999	\$1,964.99
\$1,820,000 - \$2,079,999	\$2,149.21
\$2,080,000 - \$2,339,999	\$2,333.43
\$2,340,000 - \$2,599,999	\$2,456.24
\$2,600,000 - \$3,249,999	\$2,579.05
Over \$3,250,000	\$2,763.27

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued May 1, 2019

Effective June 1, 2019

Issued under Order No. 89015 dated May 29, 2019 in Case No. 8903.

**COGENERATION PURPA PROJECT TERMINATION AGREEMENT SURCHARGE**

Effective for all Service rendered on and after January 1, 2024, there shall be a surcharge at rates set forth below to recover costs associated with the Agreement between the Company and AES WR Limited Partnership to terminate the parties' former COGENERATION PURPA PROJECT Agreement. The Termination Agreement was approved by the Commission on June 21, 2023. Applicable bills rendered shall include an amount equal to the surcharge rate times the number of kilowatts and kilowatt-hours used in the billing period. The resulting charge is in addition to any minimum charge set out in the Rate Schedule and is added to the Customer's charges before any tax surcharge is levied against the Customer's total bill. Amounts billed hereunder shall be subject to late pay charges.

COGENERATION PURPA PROJECT TERMINATION AGREEMENT SURCHARGE

<u>Schedule</u>	<u>Rate Per kW</u>	<u>Rate Per kWh</u>
R		\$0.00655
C		0.00839
G		0.00839
C-A		0.01061
CSH		0.01061
PH	\$1.43	0.00323
AGS	1.43	0.00323
PP	1.660	0.00359
OL		0.01343
AL		0.01343
MSL		0.01343
EMU		0.01343
MU		0.01343
LED		0.01343
Fred/Hag		0.00839

Rates for Service under each of the Company's Rate Schedules are subject to this surcharge.

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued November 29, 2023

Effective January 1, 2024

Approved at Public Service Commission Administrative Meeting of December 20, 2023 in Case No. 8797.

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**FRANCHISE TAX SURCHARGE  
APPLICABLE TO ALL SCHEDULES AND SPECIAL CONTRACTS**

Effective with all bills rendered on and after January 7, 2000, there shall be a franchise tax surcharge at \$0.00062 per kilowatt-hour which shall be billed under all Rate Schedules and contracts. A credit of \$0.000020 shall apply to kilowatt-hours in excess of 500 million up to 1,500 million delivered during a calendar year to a single industrial Customer for use in a production activity at the same location. A credit of \$0.000455 shall apply to kilowatt-hours in excess of 1,500 million delivered during a calendar year to a single industrial Customer for use in a production activity at the same location. 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 the Rate Schedule and is added to the Customer's bill before any surcharge is levied against the Customer's total bill. Amounts billed hereunder shall be subject to late pay charges.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**MONTGOMERY COUNTY FUEL ENERGY LOCAL TAX ADJUSTMENT**

The charges to Customers served in Montgomery County, Maryland shall include, in addition to the charges specified in this tariff, a surcharge, for a "Fuel Energy Tax" imposed by said County. The amount of the surcharge shall be shown as a separate item on bills rendered to Customers served in Montgomery County, Maryland.

Adjustments in bills will be made by adding to each bill, as determined by application of the appropriate Rate Schedule, a local tax surcharge for residential and non-residential Customers. The charge to be added shall be calculated by dividing the local tax rate, expressed as a decimal, by one minus the sum of the state tax rate and Commission Annual Filing Fee, both expressed as decimals.

For the sole purpose of applying this surcharge, residential Customers shall include single and multiple family dwelling units, apartments, condos, school dormitories, nursing homes and other long-term care facilities. Non-residential Customers shall include businesses, hotels, motels, governments and non-profit organizations such as schools, churches and hospitals, etc.

The current Montgomery County Fuel Energy Local Tax surcharge rates are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com)

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

**MARYLAND ENVIRONMENTAL SURCHARGE**

The charges to Customers served in Maryland, shall include, in addition to the charges specified in this 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 will be made by adding to each bill, as determined by application of the appropriate Rate Schedule, a tax surcharge. The charge to be added will be determined by the Commission as of June 30 each year to be applied the following year.

STATEMENT OF ENVIRONMENTAL SURCHARGE RATES  
 APPLICABLE TO BILLS FOR ELECTRIC SERVICE SUPPLIED  
 WITHIN STATE OF MARYLAND UNDER  
 PROVISIONS OF NATURAL RESOURCES SECTION 3-302  
 ENVIRONMENTAL TRUST FUND

<u>Effective Date</u>	<u>Location</u>	<u>Surcharge Rate</u>
July 1, 2022	State of Maryland	\$0.000150/Kwh not to exceed \$1,000 per month

This surcharge is applicable to all Rate Schedules. This surcharge is not subject to Maryland Sales Tax or Montgomery County Local Tax. This surcharge shall be set out separately on the Customer's bill the same as the two above mentioned taxes and is not subject to late payment charge and is not considered revenue.

ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued June 13, 2022

To become effective on  
 all bills rendered on  
 or after July 1, 2022

Issued in accordance with the Commission's directive June 1, 2022

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**EMPOWER MD SURCHARGE**

In accordance with the Annotated Code of Maryland, Public Utility Companies, Section 7-211, Energy Efficiency Programs, there shall be a surcharge as set forth below to recover the costs associated with Company-sponsored programs which promote energy efficiency and conservation and such other programs as approved by the Commission. This surcharge is applied to designated Rate Schedules to recover costs allocated to that Rate Schedule. This surcharge will be applied each month until changed by the Commission. The resulting surcharge is in addition to any minimum charge set out in the Rate Schedule and is added to the Customer's bill before any tax surcharge is levied against the Customer's total bill. Amounts billed hereunder shall be subject to late pay charges.

**CALCULATION OF SURCHARGE**

The EmPower MD Surcharge is a rate per kilowatt-hour and is calculated by dividing the costs allocated to each Rate Schedule by the distribution kilowatt-hour sales expected for the same Rate Schedule. The calculation includes a Reconciliation Factor adjustment, and an adjustment for gross receipts tax and the Commission assessment factor. Changes to the surcharge will be filed annually on or before December 1, to become effective the forthcoming 12-month period beginning January 1. Upon determination that the surcharge, if left unchanged, would result in a material over/under-collection, the Company may file a proposed interim revision of the surcharge for Commission approval.

Applicable bills rendered shall include an amount equal to the surcharge rate times the number of distribution kilowatt-hours as follows:

<u>Schedule</u>	<u>Rate per kWh</u>
R	\$0.00702
C	\$0.00743
G	\$0.00743
C-A	\$0.00743
CSH	\$0.00743
PH (small)*	\$0.01044
PH (large)*	\$0.01149
PP	\$0.00769
OL	\$0.00213
AL	\$0.00213
MSL	\$0.00213
EMU	\$0.00213
MU	\$0.00213
LED	\$0.00213
Hag/Fred	\$0.00213

\*PH (small) defined as Customers eligible to receive Type II SOS and PH (large) defined as Customers eligible to receive Hourly-Priced LCS.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 16, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9705.



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**EMPOWER MD SURCHARGE (Concluded)**

**ELIGIBLE COSTS**

Costs eligible for recovery through the EmPower MD Surcharge are approved by the Commission and include:

Program Costs -- Program Costs are the actual and/or estimated costs incurred by the Company for research, development, implementation and operation of programs approved by the Commission. Program Costs include, but are not limited to, Company labor, rebates and incentives, payments to third parties for program administration and implementation, marketing and advertising costs incurred by the Company, market research costs, program development, monitoring and evaluation, consultant and contractor fees, applicable software and software licenses, program measurement and monitoring hardware, and all other administrative activities associated with program development and implementation. All Program Costs incurred prior to January 1, 2021 will be deferred and amortized for collection over five years. Beginning January 1, 2021, Behavior Program costs and administrative costs will be expensed for collection in the year incurred, with remaining Program Costs deferred and amortized for collection over five years. Unamortized balances will accrue interest monthly at the Company's rate of return adjusted for taxes.

Reconciliation Factor -- The Reconciliation Factor corrects for over/under-collection of Program Costs. For the period ending each December, the differences between actual and forecasted Program Costs incurred, and actual and forecasted revenues collected from the EmPower MD Surcharge, as adjusted for removal of gross receipts tax and the Commission assessment factor, are included in the Reconciliation Factor. The Reconciliation Factor is debited or credited against the Program Costs eligible for recovery through the Empower MD Surcharge for the forthcoming 12-month period beginning January 1.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued January 27, 2021

Effective March 1, 2021

Approved at Public Service Commission Administrative Meeting of February 24, 2021 in Case No. 9494.

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**SCHEDULE 2  
RETAIL CUSTOMER AND THIRD-PARTY RETAIL FEES AND SERVICES**

Unless otherwise indicated, fees are effective July 1, 2000 and are frozen until December 31, 2008.

TECHNICAL SUPPORT AND ASSISTANCE CHARGES      \$65 per hour

Technical Support and Assistance Charges cover optional assistance that may be provided by the Company when requested by a retail Customer or Third Party. The Company will first furnish a free written estimate before providing the additional technical support and assistance Services being requested.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**ADMINISTRATIVE CREDIT**

The charges to all Customers taking Service under Rate Schedules R, C, G, C-A, CSH, PH, OL, AL, MSL, EMU, MU and special lighting contracts for Hagerstown and Frederick, shall include, in addition to the charges specified in this tariff, an Administrative Credit. Customers receiving Hourly-Priced LCS under the terms and conditions of the Hourly-Priced LCS Rider shall not be eligible for this credit.

For residential Customers taking Service under Rate Schedule R, the Administrative Credit will be in the form of a per kilowatt-hour credit, which will be calculated by dividing the available residential administrative adjustment revenues by the total residential distribution kilowatt-hours. For all other Customers, the Administrative Credit shall reflect revenues collected in excess of the Company's incremental costs to provide Type I SOS and Type II SOS. Applicable bills rendered shall include an amount equal to the credit times the number of kilowatt-hours used in the billing period. The resulting credit is in addition to any minimum charge set out in the Rate Schedule and is added to the Customer's bill before any surcharge is levied against the Customer's bill.

Credits shall be calculated in accordance with the Phase I Settlement Agreement in Case No. 8908. Adjustments to the credits will be made in June, October and January, or more frequently if necessary. For residential Customers taking Service under Rate Schedule R, this adjustment will reflect changes in the residential administrative adjustment revenues and the level of distribution kilowatt-hour sales used to calculate the credit. For all other Customers, this adjustment will reconcile payments of this credit against the Company's actual and forecasted revenues in excess of the incremental costs to provide Type I SOS and Type II SOS.

The current Administrative Credits are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com) .

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**ENERGY COST ADJUSTMENT SURCHARGE**

There shall be an Energy Cost Adjustment Surcharge that applies to all Customers receiving Residential SOS, Type I SOS, Type II SOS and Hourly-Priced LCS.

This surcharge shall recover the difference between billed Transmission and Electric Supply Charges against payments by the Company to PJM and wholesale Electricity Suppliers. Reconciliation adjustments to this surcharge will be made in June, October and January, or more frequently if necessary. Applicable bills rendered shall include an amount equal to the surcharge times the number of kilowatt-hours used in the billing period. The resulting charge/(credit) is in addition to any minimum charge set out in the Rate Schedule and is added to the Customer's bill before any surcharge is levied against the Customer's bill.

The current Energy Cost Adjustment Surcharge is available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

With the effective date appearing below,  
the Electric Distribution Investment Surcharge  
is hereby canceled.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 18, 2024

Effective January 17, 2024

Approved at Public Service Commission Administrative Meeting of January 17, 2024 in Case No. 9490.

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**RESIDENTIAL SERVICE  
SCHEDULE "R"**

AVAILABILITY

Available for single-phase Residential Service through one meter. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$6.00 per month.

VARIABLE DISTRIBUTION CHARGE

Energy Charge

All kilowatt-hours .....\$0.02287 per kilowatt-hour

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours .....\$0.00396 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGE

Summer  
06-01-2023 thru  
09-30-2023

Non-Summer  
10-01-2023 thru  
05-31-2024

Energy Charge

All kilowatt-hours .....\$0.08514 per kilowatt-hour.....\$0.08826 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Residential SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1,2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**RESIDENTIAL SERVICE**  
**SCHEDULE "R" (Concluded)**

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service, and the "Customer Guide for Electric Service-Maryland".

This schedule includes Service to a residence which has a commercial enterprise or office within it, provided the total installation used for purposes other than residential is not greater than 500 watts.

When two or more dwelling units including two or more houses on a farm are supplied through a single meter, each shall be classed as a single residence with the Customer Charge increased proportionately to number of dwelling units. This provision restricted to those Customers and locations served in this manner on June 13, 1974. All such new installations shall be separately metered.

Farms will be served under this Rate Schedule as residential Customers when the farm is operated by the owner or lessee of the farm residence and land, and when the farm equipment connected load is less than the residence connected load. In determining connected load, electric motor load over one horsepower shall be counted as one horsepower equals ½ kilowatt and electric space heating equipment shall be counted as ½ of its full connected load. Farms operated as commercial enterprises by tenants, managers and other paid personnel for absentee owners or engaged in retail sales shall not be served under this rate as residential Customers.

Customers have the option of using the Company's Average Payment Plan as set forth in Company Rule 10 of this tariff.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**GENERAL SERVICE  
SCHEDULE "G"**

AVAILABILITY

Available for single-phase and three-phase Service at standard Company voltage throughout the entire territory served by the Company. The standard voltage depends upon the location, character and size of the Customer's load. This information can be furnished at any of the Company's offices. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$4.85 per month.

VARIABLE DISTRIBUTION CHARGES

Capacity Charge

Minimum kilowatts..... \$1.70 per kilowatt  
All kilowatts in excess of 7.5 measured as set forth under  
"Determination of Capacity"..... \$2.12 per kilowatt

Energy Charge

All kilowatt-hours.....\$0.02243 per kilowatt-hour

Voltage Discount

Company will furnish Service at one voltage and at one point from the Company's existing distribution system voltage. A voltage discount of 25¢ per kilowatt will apply when the Customer takes Service at a voltage between 2,000 and 15,000 volts and provides all facilities beyond the Point of Service. A voltage discount of 50¢ per kilowatt will apply when the Customer takes Service at a voltage greater than 15,000 volts and provides all facilities beyond the Point of Service.

Reactive Kilovolt-Ampere Charge

Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 25% of the Customer's kilowatt capacity.

Billing reactive kilovolt-amperes.....\$0.40 per reactive kilovolt-ampere

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.



**GENERAL SERVICE  
 SCHEDULE "G" (Continued)**

**TRANSMISSION CHARGES**

Capacity Charge	
Minimum Charge.....	\$0.34 per month
Minimum kilowatts.....	\$0.19 per kilowatt
All kilowatts in excess of 7.5 measured as set forth under "Determination of Capacity".....	\$0.24 per kilowatt
Energy Charge	
First block (0-700 kilowatt-hours).....	\$0.00440 per kilowatt-hour
Second block (over 700 kilowatt-hours) .....	\$0.00214 per kilowatt-hour

The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

**ELECTRIC SUPPLY CHARGES**

Type I SOS

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Capacity Charge		
All kilowatts in excess of 7.5 measured as set forth under "Determination of Capacity".....	\$8.23 per kilowatt.....	\$8.59 per kilowatt
Energy Charge		
First block (0-700 kilowatt-hours).....	\$0.10800 per kilowatt-hour .....	\$0.11314 per kilowatt-hour
Second block (over 700 kilowatt-hours) .....	\$0.04998 per kilowatt-hour .....	\$0.05240 per kilowatt-hour

Type II SOS

	03-01-2024 thru 05-31-2024
Capacity Charge	
All kilowatts in excess of 7.5 measured as set forth under "Determination of Capacity".....	\$6.98 per kilowatt
Energy Charge	
First block (0-700 kilowatt-hours).....	\$0.09209 per kilowatt-hour
Second block (over 700 kilowatt-hours) .....	\$0.04264 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS or Type II SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024  
 in Case Nos. 8908, 9056, and 9064

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**GENERAL SERVICE**  
**SCHEDULE "G" (Continued)**

The Company will categorize Customers eligible to receive Type I SOS or Type II SOS during June of each year. Customers shall not switch between Type I SOS and Type II SOS during the period of June through May.

**MINIMUM CHARGE**

Capacity to be used in determining the minimum charge shall be the Capacity Required in the current month, but not less than one-half ( $\frac{1}{2}$ ) the highest kilowatt Capacity Required in the previous twelve (12) months.

For connections without a demand meter, the kilowatt Capacity Required under this schedule shall be defined as the number of kilowatt-hours used in the current month, but not less than one-half ( $\frac{1}{2}$ ) of the highest kilowatt-hours used in any of the previous twelve (12) months, divided by 250.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**DETERMINATION OF CAPACITY**

**KILOWATT CAPACITY**

Capacity Required is the highest metered demand in kilowatts established over a thirty (30) minute interval during the billing period.

**REACTIVE KILOVOLT-AMPERE CAPACITY**

Capacity Required is the highest metered demand in reactive kilovolt-amperes established over a thirty (30) minute interval during a billing period.

Reactive meters will be installed when the Customer's kilowatt capacity exceeds 200 kilowatts.

Kilowatts and reactive kilovolt-amperes will be computed to the nearest one-half ( $\frac{1}{2}$ ) kilowatt and reactive kilovolt-ampere.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**GENERAL SERVICE**  
**SCHEDULE "G" (Concluded)**

**TERM**

Up to 25 kilowatts of single-phase capacity is provided on a month to month basis. A one year minimum term is required for single-phase capacity in excess of 25 kilowatts and for three-phase Service (except as provided under "Monthly Service"). When the Company's net investment in local facilities is ten thousand (10,000) dollars or more for new or upgraded connections, an Electric Service Agreement with a three year minimum term is required.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service and the "Customer Guide for Electric Service-Maryland".

**MONTHLY SERVICE**

Monthly Service is available if the Customer pays the net cost of connection and disconnection and pays the following additional charges:

<u>Months of Continuous Service</u>	<u>Additional Charge</u>
1st and 2nd Months	10% of Monthly Bill
3rd and 4th Months	8% of Monthly Bill
5th and 6th Months	6% of Monthly Bill
7th and 8th Months	4% of Monthly Bill
9th to 11th Months	2% of Monthly Bill
12th and thereafter	0% of Monthly Bill

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**GENERAL AND COMMERCIAL SERVICE  
SCHEDULE "C"**

AVAILABILITY

Available only at locations served as of November 26, 1991 for single-phase and three-phase Service at standard Company voltage below 15,000 volts. The standard voltage available depends upon the location, character and size of Customer's load. This information can be furnished at any of the Company's offices. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$4.85 per month.

VARIABLE DISTRIBUTION CHARGES

Minimum kilowatts .....	\$1.70 per kilowatt
Energy Charge	
First block (0-350 kilowatt-hours).....	\$0.02243 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.04248 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.02243 per kilowatt-hour

Voltage Discount

Company will furnish Service at one voltage and at one point from the Company's existing distribution system voltage. Where Customer takes Service at a voltage between 2,000 and 15,000 volts and provides all facilities beyond the Service point, a voltage discount of 25¢ per kilowatt will apply.

Reactive Kilovolt-Ampere Charge

Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 25% of the Customer's kilowatt capacity.

Billing reactive kilovolt-amperes ..... \$0.40 per reactive kilovolt-ampere

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**GENERAL AND COMMERCIAL SERVICE  
 SCHEDULE "C" (Continued)**

TRANSMISSION CHARGES

Minimum Charge .....	\$0.36 per month
Minimum kilowatts .....	\$0.14 per kilowatt
Energy Charge	
First block (0-350 kilowatt-hours).....	\$0.00580 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.00461 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.00216 per kilowatt-hour

The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGES

Type I SOS

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
First block (0-350 kilowatt-hours).....	\$0.13015 per kilowatt-hour .....	\$0.13635 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.12774 per kilowatt-hour .....	\$0.13355 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.05000 per kilowatt-hour .....	\$0.05242 per kilowatt-hour

Type II SOS

	03-01-2024 thru 05-31-2024
Energy Charge	
First block (0-350 kilowatt-hours).....	\$0.11269 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.10860 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.04266 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS or Type II SOS from the Company. These charges do not apply to customers obtaining Competitive Power Supply.

The Company will categorize Customers eligible to receive Type I SOS or Type II SOS during June of each year. Customers shall not switch between Type I SOS and Type II SOS during the period of June through May.

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**GENERAL AND COMMERCIAL SERVICE**  
**SCHEDULE "C" (Continued)**

CAPACITY ADJUSTMENT

When Customer requires capacity over 7.5 kilowatts, the second energy block shall be increased 53 kilowatt-hours for each one-half kilowatt of Capacity Required in excess of 7.5 kilowatts. The third energy block shall then include all kilowatt-hours in excess of the first and second energy blocks as adjusted. Capacity Required is determined as set forth below under "Determination of Capacity".

MINIMUM CHARGE

Capacity to be used in determining the minimum charge shall be the Capacity Required in the current month, but not less than one-half the highest kilowatt Capacity Required in the preceding eleven months.

LATE PAYMENT CHARGE

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

DETERMINATION OF CAPACITY

KILOWATT CAPACITY

Capacity Required is the highest metered demand in kilowatts established over a 30-minute interval during a billing period.

REACTIVE KILOVOLT-AMPERE CAPACITY

Capacity Required is the highest metered demand in reactive kilovolt-amperes established over a 30-minute interval during a billing period.

Reactive meters will be installed when the Customer's kilowatt capacity exceeds 200 kilowatts.

Kilowatts and reactive kilovolt-amperes will be computed to the nearest one-half kilowatt and reactive kilovolt-ampere.

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**GENERAL AND COMMERCIAL SERVICE**  
**SCHEDULE "C" (Continued)**

**TERM**

Up to 25 kilowatts of single-phase capacity is provided on a month to month basis. A one year minimum term is required for single-phase capacity in excess of 25 kW and for three-phase Service except as provided under "Monthly Service". When the Company's net investment in local facilities is \$10,000 or more for new or upgraded connections, an Electric Service Agreement with a three year minimum term is required. Further, if the capacity specified in the agreement is 200 kilowatts or more and the Customer elects to continue the Service beyond the minimum term, such Service shall be provided on a year-to-year basis under the same Electric Service Agreement terms and conditions.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service and the "Customer Guide for Electric Service-Maryland".

**SERVICE SUPPLIED FOR ATHLETIC FIELD LIGHTING**

Service will be provided under this Rate Schedule to athletic field lighting installations for nonprofit organizations. The Company will supply metered primary voltage to a mutually agreeable central point on Customer's property. All distribution circuits, protective devices, lighting equipment, and transformers required to distribute electricity on the load side of the meter are the responsibility of the Customer. The monthly billing demand for this Service, as measured by a demand meter, will be 50 percent of the highest demand established over a 30-minute interval. The minimum charge will be based on one-half of the monthly billing demand. The Schedule "C" voltage discount is not applicable for this Service.

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**GENERAL AND COMMERCIAL SERVICE**  
**SCHEDULE "C" (Concluded)****MONTHLY SERVICE**

Three-phase monthly Service is available if the Customer pays the net cost of connection and disconnection and pays the following additional charges:

<u>Months of Continuous Service</u>	<u>Additional Charges</u>
1st and 2nd Months	10% of Monthly Bill
3rd and 4th Months	8% of Monthly Bill
5th and 6th Months	6% of Monthly Bill
7th and 8th Months	4% of Monthly Bill
9th to 11th Months	2% of Monthly Bill
12th Month and Thereafter	0% of Monthly Bill

**SUPPLY OF MORE THAN ONE VOLTAGE**

Single and three-phase Service may be supplied through two meters, when the meters are adjacent and the Company's cost of facilities is not increased. In such cases meter readings will be combined for energy consumed and Capacity Required. This provision is restricted to those Customers and locations served as of November 26, 1991.

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**GENERAL SERVICE - ALL ELECTRIC  
SCHEDULE "C-A"**

AVAILABILITY

Available only at locations served or for which contracts have been signed as of April 9, 1973. All applicable surcharges, credits and taxes shall apply.

APPLICATION

This schedule applies to Customers contracting for electric Service to heat their entire establishment by the use of electricity and when all other electrical uses in the establishment are billed under this schedule. Not applicable to establishments whose primary operations are conducted outside the heated area.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$4.85 per month.

VARIABLE DISTRIBUTION CHARGES

Minimum kilowatts ..... \$1.31 per kilowatt

Energy Charge

All kilowatt-hours ..... \$0.02105 per kilowatt-hour

Voltage Discount

Company will furnish Service at one voltage and at one point from the Company's existing distribution system voltage. Where Customer takes Service at a voltage between 2,000 and 15,000 volts and provides all facilities beyond the Point of Service, a voltage discount of 25¢ per kilowatt will apply.

TRANSMISSION CHARGES

Minimum Charge ..... \$1.30 per month

Minimum kilowatts ..... \$0.14 per kilowatt

Energy Charge

First block (0-350 kilowatt-hours).....\$0.00725 per kilowatt-hour

Second block (next 350 kilowatt-hours).....\$0.00632 per kilowatt-hour

Third block (over 700 kilowatt-hours).....\$0.00337 per kilowatt-hour

The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**GENERAL SERVICE - ALL ELECTRIC  
 SCHEDULE "C-A" (Continued)**

ELECTRIC SUPPLY CHARGES

Type I SOS

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
First block (0-350 kilowatt-hours).....	\$0.14399 per kilowatt-hour .....	\$0.15077 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.12529 per kilowatt-hour .....	\$0.13119 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.06598 per kilowatt-hour .....	\$0.06905 per kilowatt-hour

Type II SOS

	03-01-2024 thru 05-31-2024
Energy Charge	
First block (0-350 kilowatt-hours).....	\$0.12261 per kilowatt-hour
Second block (next 350 kilowatt-hours).....	\$0.10662 per kilowatt-hour
Third block (over 700 kilowatt-hours).....	\$0.05623 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS or Type II SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

The Company will categorize Customers eligible to receive Type I SOS or Type II SOS during June of each year. Customers shall not switch between Type I SOS and Type II SOS during the period of June through May.

CAPACITY ADJUSTMENT

When Customer requires capacity over 7.5 kilowatts, the second energy block shall be increased 37 kilowatt-hours for each one-half kilowatt of Capacity Required in excess of 7.5 kilowatts. The third energy block shall then include all kilowatt-hours in excess of the first and second energy blocks as adjusted. Capacity Required is determined as set forth below under "Determination of Capacity".

MINIMUM CHARGE

Capacity to be used in determining the minimum charge shall be the Capacity Required in the current month but not less than one-half the highest kilowatt Capacity Required in the preceding eleven months.

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**GENERAL SERVICE - ALL ELECTRIC**  
**SCHEDULE "C-A" (Continued)**

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**DETERMINATION OF CAPACITY**

Capacity Required is the highest metered demand in kilowatts established over a 30-minute interval during a billing period.

Capacity Required will be determined to the nearest one-half kilowatt.

**SPECIAL TRANSFORMATION FACILITIES**

The Company normally supplies and meters Service at one voltage.

When the Customer requires Service at more than one voltage and Service is metered at primary voltage or its equivalent, the following conditions apply:

- For installations prior to September 10, 1985, the Company may provide in addition to primary voltage two transformer banks and the Customer provides all interconnecting facilities. Voltage discount shall not apply.
- For installations between September 10, 1985, and February 25, 1993, the Company may provide, in addition to primary voltage, one transformer bank and the Customer provides all interconnecting facilities. Voltage discount shall not apply.
- For installations after February 25, 1993, the Company will provide Service at primary voltage and the Customer provides, owns, and maintains all facilities beyond the Company's meter point. Voltage discount will apply.

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**GENERAL SERVICE - ALL ELECTRIC**  
**SCHEDULE "C-A" (Continued)**

**SERVICE SUPPLIED TO SCHOOLS AND CHURCHES WITH SPACE HEATING**

When a school or church uses electric Service as the only means of space heating in a building, buildings, or in a separate area of a building then the kilowatt-hours used in the building, buildings, or separate area of a building will be billed at the above prices. When all energy uses, except as provided hereafter, for space heating, lighting, cooking, water heating, cooling (if any) and power are provided by electrical energy, all kilowatt-hours will be billed at the prices below. Any form of energy may be used for instruction, training and demonstration purposes and will be excluded from the above requirement.

A building, buildings, or separate area of a building not meeting the conditions of this provision shall be separately metered and billed under the applicable rate. The word school as used herein refers to a school operated through the use of public funds or by a non-profit organization.

A school building refers to a building containing any of the following facilities: classrooms, laboratories, manual arts shops, domestic science kitchens, gymnasium, dining areas, dormitories and other facilities used for educational purpose. Service for athletic field flood lighting shall be excluded from Service supplied under this provision and shall be billed for Service separately.

A church building refers to a building used principally for religious worship and Services.

**MONTHLY RATE**

**DISTRIBUTION CHARGE**

**FIXED DISTRIBUTION CHARGE**

\$4.85 per month.

**VARIABLE DISTRIBUTION CHARGE**

**Energy Charge**

All kilowatt-hours .....\$0.01626 per kilowatt-hour

**TRANSMISSION CHARGE**

**Energy Charge**

All kilowatt-hours .....\$0.00381 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**GENERAL SERVICE - ALL ELECTRIC**  
**SCHEDULE "C-A" (Concluded)**

**ELECTRIC SUPPLY CHARGE**

Type I SOS

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.07607 per kilowatt-hour .....	\$0.07964 per kilowatt-hour

Type II SOS

	03-01-2024 thru 05-31-2024
Energy Charge	
All kilowatt-hours .....	\$0.06482 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS or Type II SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

The Company will categorize Customers eligible to receive Type I SOS or Type II SOS during June of each year. Customers shall not switch between Type I SOS and Type II SOS during the period of June through May.

**TERM**

A one year minimum term is required. When the Company's net investment in local facilities is \$10,000 or more for new or upgraded connections, an Electric Service Agreement with a three year minimum term is required. Further, if the capacity specified in the agreement is 200 kilowatts or more and the Customer elects to continue the Service beyond the minimum term, such Service shall be provided on a year-to-year basis under the same Electric Service Agreement terms and conditions.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service and the "Customer Guide for Electric Service-Maryland".

**SPECIAL SERVICE**

When the Company must install special transformers or other equipment to provide Service for welding loads or other highly fluctuating loads then the Company shall have the option of measuring the kilowatts required by instantaneous meters, and 50% of the values so found shall be used in determining the kilowatts used for billing.

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**POWER SERVICE  
SCHEDULE "PH"**

AVAILABILITY

Available for loads of 50 kilowatts or greater at standard single-phase and three-phase voltages. To maintain eligibility, Customer load must equal or exceed 50 kilowatts at least once during a rolling 12-month period. The standard voltages available depend upon location, character and size of Customer's load. This information can be furnished at any of the Company's offices. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$17.00 per month.

Capacity Charge

Minimum kilowatts..... \$1.40 per kilowatt

All kilowatts..... \$2.19 per kilowatt

Energy Charge

All kilowatt-hours.....\$0.00475 per kilowatt-hour

Voltage Discount

Company will furnish Service at one voltage and at one point from the Company's existing distribution system voltage. A voltage discount of 25¢ per kilowatt will apply when the Customer takes Service at a voltage between 2,000 and 15,000 volts and provides all facilities beyond the Point of Service. A voltage discount of 50¢ per kilowatt will apply when the Customer takes Service at a voltage greater than 15,000 volts and provides all facilities beyond the Point of Service.

Reactive Kilovolt-Ampere Charge

Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 25% of the Customer's kilowatt capacity.

Billing reactive kilovolt-amperes..... \$0.40 per reactive kilovolt-ampere

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**POWER SERVICE**  
**SCHEDULE "PH" (Continued)**

**TRANSMISSION CHARGES**

Capacity Charge

Minimum kilowatts.....	\$0.43 per kilowatt
First block (0-500 kilowatts).....	\$0.68 per kilowatt
Second block (over 500 kilowatts) .....	\$0.67 per kilowatt

Energy Charge

First block (0-100,000 kilowatt-hours) .....	\$0.00159 per kilowatt-hour
Second block (over 100,000 kilowatt-hours) .....	\$0.00133 per kilowatt-hour

The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

**ELECTRIC SUPPLY CHARGES**

Type II SOS (Customers whose PLC\* < 600 kW)

03-01-2024 thru  
05-31-2024

Capacity Charge

First block (0-500 kilowatts).....	\$13.18 per kilowatt
Second block (over 500 kilowatts) .....	\$12.83 per kilowatt

Energy Charge

First block (0-100,000 kilowatt-hours) .....	\$0.02961 per kilowatt-hour
Second block (over 100,000 kilowatt-hours) .....	\$0.02685 per kilowatt-hour

Hourly-Priced LCS (Customers whose PLC\* >= 600 kW)

HOURLY-PRICED LCS RIDER (See Page No. 22 of Potomac Edison (MD) Retail Tariff)

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**POWER SERVICE**  
**SCHEDULE "PH" (Continued)**

\*PLC is the Customer's capacity peak load contribution, as that term or its successor is defined by PJM.

The Transmission and Electric Supply Charges apply only to Customers receiving Type II SOS or Hourly-Priced LCS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

The Company will categorize Customers eligible to receive Schedule "PH" Type II SOS or Hourly-Priced LCS based upon the Customer's PLC as of June 1st of each year. Customers shall not switch between Schedule "PH" Type II SOS and Hourly-Priced LCS eligibility during the period of June 1 through May 31.

**MIMINUM CHARGE**

Capacity to be used in determining the minimum charge shall be one-half the highest kilowatt Capacity Required in the preceding eleven months.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**DETERMINATION OF CAPACITY**

**KILOWATT CAPACITY**

Capacity Required is the highest metered demand in kilowatts established over a 30-minute interval during a billing period, but not less than 50 kilowatts.

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**POWER SERVICE**  
**SCHEDULE "PH" (Continued)**

OFF-PEAK SERVICE

For Customers whose contracted kilowatt capacity is 200 kilowatts or greater and who contract for "off-peak" Service, the billing demand for any month shall be the maximum demand measured during "on-peak" hours plus 25 percent of the amount that the maximum demand measured during "off-peak" hours exceeds the maximum "on-peak" demand.

"Off-peak" hours shall be from 10 P.M. to 7 A.M. daily plus all hours of Sunday.

REACTIVE KILOVOLT-AMPERE CAPACITY

Capacity Required is the highest metered demand in reactive kilovolt-amperes established over a 30-minute interval during a billing period.

Reactive meters will be installed when the Customer's kilowatt capacity exceeds 200 kilowatts. Kilowatts and reactive kilovolt-amperes will be computed to the nearest whole number.

**TERM**

A one year minimum term is required. When the Company's net investment in local facilities is \$10,000 or more for new or upgraded connections, an Electric Service Agreement with a three year minimum term is required. Further, if the capacity specified in the agreement is 200 kilowatts or more and the Customer elects to continue the Service beyond the minimum term, such Service shall be provided on a year-to-year basis under the same Electric Service Agreement terms and conditions.

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service and the "Customer Guide for Electric Service-Maryland".

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**POWER SERVICE**  
**SCHEDULE "PH" (Concluded)**

**SPECIAL TRANSFORMATION FACILITIES**

The Company normally supplies and meters Service at one voltage.

When the Customer requires Service at more than one voltage and Service is metered at primary voltage or its equivalent, the following conditions apply:

- For installations prior to September 10, 1985, the Company may provide in addition to primary voltage two transformer banks and the Customer provides all interconnecting facilities. Voltage discount shall not apply.
- For installations between September 10, 1985, and February 25, 1993, the Company may provide, in addition to primary voltage, one transformer bank and the Customer provides all interconnecting facilities. Voltage discount shall not apply.

For installations after February 25, 1993, the Company will provide Service at primary voltage and the Customer provides, owns, and maintains all facilities beyond the Company's meter point. Voltage discount will apply.

**SPECIAL SERVICE**

When the Company must install special transformers or other equipment to provide Service for welding load or other highly fluctuating loads then the Company shall have the option of measuring the kilowatts and the reactive kilovolt-amperes required by instantaneous meters and 50% of the values so found shall be used in determining the kilowatts and reactive kilovolt-amperes used for billing.

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**LARGE POWER SERVICE  
SCHEDULE "PP"**

AVAILABILITY

Available to Customers with a kilowatt capacity of 5,000 kilowatts or more that can be served from a 138,000/34,500 volt Load Center Substation located within 5 miles of the point of delivery to the Customer. To maintain eligibility, Customer load must equal or exceed 5,000 kilowatts at least once during a rolling 12-month period. Also available to Customers with a kilowatt capacity of 10,000 kilowatts and over, located adjacent to 138,000 volt transmission lines. Also available at 12,470 volts where the Company elects, at its sole option, to supply Service directly from an adjacent 138,000 volt transmission line by a single transformation. Service shall not be available for Standby or Maintenance Service such as that required for Alternative Generation Facilities. Service will be delivered and metered at 34,500 volts or over. An Electric Service Agreement must be executed. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

FIXED DISTRIBUTION CHARGE

\$313.81 per month.

Capacity Charge

All kilowatts as set forth below under "Billing Capacity" ..... \$0.336 per kilowatt

Energy Charge

All kilowatt-hours .....\$0.00069 per kilowatt-hour

Reactive Kilovolt-Ampere Charge

Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 25% of the Customer's Billing Capacity.

Billing reactive kilovolt-amperes ..... \$0.40 per reactive kilovolt-ampere

TRANSMISSION CHARGES

Capacity Charge

All kilowatts as set forth below under "Billing Capacity" ..... \$0.574 per kilowatt

Energy Charge

All kilowatt-hours .....\$0.00118 per kilowatt-hour

The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**LARGE POWER SERVICE**  
**SCHEDULE "PP" (Continued)**

**ELECTRIC SUPPLY CHARGES**

HOURLY-PRICED LCS RIDER (See Page No. 22 of Potomac Edison (MD) Retail Tariff)

The Transmission and Electric Supply Charges apply only to Customers receiving Hourly-Priced LCS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**MINIMUM CHARGE**

Rate Schedule billing.

**DETERMINATION OF CAPACITY**

The kilowatt capacity during a billing period shall be the highest of:

1. The maximum 30-minute metered kilowatt capacity, or
2. For Customers contracting for "off-peak" Service, the kilowatt capacity for any month shall be the maximum demand measured during "on-peak" hours plus 25 percent of the amount that the maximum demand measured during "off-peak" hours exceeds the maximum "on-peak" demand.

"Off-Peak" hours shall be from 10:00 P.M. to 7:00 A.M. daily plus all hours of Sunday.

Customer will be responsible for the cost of additional facilities required to furnish "off-peak" capacity in excess of "on-peak" capacity.

The "Billing Capacity" for any month shall not be less than the highest of:

- (a) The kilowatt capacity as set forth above, or,
- (b) 5,000 kilowatts, or,
- (c) 75% of the kilowatt capacity specified in the Electric Service Agreement, or,
- (d) 75% of the highest "Billing Capacity" established during the preceding eleven months.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

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**LARGE POWER SERVICE**  
**SCHEDULE "PP" (Concluded)**

REACTIVE KILOVOLT-AMPERE CAPACITY

Reactive kilovolt-ampere capacity is the highest metered demand in reactive kilovolt-amperes established over a 30-minute interval during a billing period.

Kilowatts and reactive kilovolt-amperes will be computed to the nearest whole number.

LATE PAYMENT CHARGE

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

ELECTRIC SERVICE AGREEMENT AND TERM

An Electric Service Agreement is required for a minimum term of five years with automatic annual renewals thereafter. A one year written cancellation notice is required. A new agreement may be required where Customer increases capacity requirement.

GENERAL

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service, and the "Customer Guide for Electric Service-Maryland".

The Company may at its option, extend Service to the "Point of Service" of a Customer's plant located beyond five miles from a Load Center Substation, provided, the Customer will pay a facilities charge for transmission line facilities in excess of five miles. Distances will be computed in pole miles to the nearest tenth of a mile.

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**OUTDOOR LIGHTING  
 EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
 SCHEDULE EMU**

AVAILABILITY

Available for roadway and other outdoor lighting supplied from overhead or underground secondary distribution system of the Company and contracted for by a Customer for lighting accessible areas. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

OVERHEAD SERVICE

High Pressure Sodium - Vertical Open Lens Luminaire ("OL")

	<u>Installation Requires a Pole<sup>1</sup></u>	<u>Installation on Existing Pole</u>
9,500 Lumen-100 Watt ..... 51 kWh .....	\$20.86 per lamp.....	\$10.56 per lamp

Mercury Vapor - Horizontal Luminaire (Cobra Head)

8,150 Lumen - 175 watt ..... 74 kWh .....		\$9.56 per lamp
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High Pressure Sodium - Horizontal Luminaire (Cobra Head)

9,500 Lumen - 100 watt ..... .51 kWh .....		\$10.94 per lamp
22,000 Lumen - 200 watt ..... 86 kWh .....		\$16.68 per lamp
50,000 Lumen - 400 watt ..... 167 kWh .....		\$23.45 per lamp

Metal Halide - Horizontal Luminaire (Cobra Head)

36,000 Lumen - 400 watt ..... 157 kWh .....		\$25.50 per lamp
90,000 Lumen - 1000 watt ..... 379 kWh .....		\$25.86 per lamp

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

OVERHEAD SERVICE (Continued)

High Pressure Sodium Floodlight

22,000 Lumen - 200 watt .....	86 kWh .....	\$18.76 per lamp
50,000 Lumen - 400 watt .....	167 kWh .....	\$28.28 per lamp

Metal Halide Floodlight

36,000 Lumen - 400 watt .....	157 kWh .....	\$29.68 per lamp
90,000 Lumen - 1000 watt .....	379 kWh .....	\$28.68 per lamp

<sup>1</sup> Mounted on a 30' direct burial pole

UNDERGROUND SERVICE

High Pressure Sodium - Colonial Post Top Luminaire 14' Mounting Height

9,500 Lumen - 100 watt .....	51 kWh .....	\$19.51 per lamp
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Metal Halide - Colonial Post Top Luminaire 14' Mounting Height

11,600 Lumen - 175 watt .....	74 kWh .....	\$27.26 per lamp
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**OUTDOOR LIGHTING  
 EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
 SCHEDULE EMU (Continued)**

UNDERGROUND SERVICE (Continued)

High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height

	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
9,500 Lumen - 100 watt - 51 kWh.....	\$29.16 per lamp.....	\$10.94 per lamp
22,000 Lumen - 200 watt - 86 kWh.....	\$32.52 per lamp.....	\$16.68 per lamp
50,000 Lumen - 400 watt - 167 kWh.....	\$39.29 per lamp.....	\$23.45 per lamp

Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height

	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
36,000 Lumen - 400 watt - 157 kWh.....	\$41.08 per lamp.....	\$25.50 per lamp
90,000 lumen - 1,000 watt -379 kWh.....	\$50.93 per lamp.....	\$25.86 per lamp

High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height

	Single Luminaire Per Pole		Each Additional Luminaire Per Pole
	With base <sup>1</sup>	No base	
9,500 Lumen - 100 watt .....51 kWh.....	\$47.16 per lamp.....	\$45.01.....	\$24.83 per lamp
22,000 Lumen - 200 watt .....86 kWh.....	\$47.82 per lamp.....	\$45.97.....	\$25.83 per lamp
50,000 Lumen - 400 watt .....167 kWh.....	\$47.97 per lamp.....	\$44.06.....	\$23.90 per lamp

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height			
	With base <sup>1</sup>	No base	Each Additional Luminaire Per Pole
36,000 Lumen - 400 watt .....	157 kWh.....	\$49.94 per lamp.....	\$45.25.....\$25.81 per lamp
Metal Halide - Rectangular Area Luminaire (Shoe Box) 40' Mounting Height			
90,000 Lumen - 1000 watt .....	379 kWh.....	\$56.37.....	\$33.55 per lamp

<sup>1</sup> With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All luminaires are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

**TRANSMISSION CHARGE**

Energy Charge	
All kilowatt-hours .....	\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

**ELECTRIC SUPPLY CHARGE**

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**TERM**

**Short Term**

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable with interest if the lighting system remains in Service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

**Long Term**

Long Term Service having an initial term of ten years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than 90 days prior written notice of cancellation.

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Effective June 1, 2023

Approved at Public Service Commission Administrative Meeting of May 31, 2023  
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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

STANDARD SYSTEMS (Continued)

Underground Service will be installed where Service is supplied from an existing underground distribution system.

The Customer shall provide, at their expense, any excavating, backfilling, reconstructing, resurfacing and conduit necessary for the installation of the Company's underground cable. The Customer shall provide and install conduit of size specified by the Company, including a ¼ inch diameter nylon or polypropylene pulling rope necessary for the Company to install its underground cable.

GENERAL

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost of any facilities required to extend Service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

Company Responsibilities

Company will, at its own cost, install, operate, and maintain its standard outdoor lighting equipment with unmetered Service.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply Service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

Municipal Installations

Company will provide bridge lighting when Customer installs and maintains luminaire supports and conduit for the supply line. Company shall furnish and maintain luminaire and conductors and will provide energy and lamp replacements.

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaires as designated. Upon prior arrangement, Company will prepare a map for Customer approval for an additional cost.

**SPECIAL SYSTEMS**

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard Service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by the Customer. Payment plans can be arranged with Company.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Continued)**

SPECIAL SYSTEMS (Continued)

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

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**OUTDOOR LIGHTING  
EQUIPMENT, MAINTENANCE, AND UNMETERED SERVICE  
SCHEDULE EMU (Concluded)**

SPECIAL SYSTEMS (Concluded)

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed, Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

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**OUTDOOR LIGHTING  
 MAINTENANCE AND UNMETERED SERVICE  
 SCHEDULE MU**

AVAILABILITY

Available for high-pressure sodium, mercury vapor, metal halide and incandescent lighting. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

High Pressure Sodium Vapor	Installed On Customer-Owned <u>Pole</u>	Installed On Company's Distribution <u>System</u>
9,500 Lumen .....100 Watt..... 51 kWh .....	\$ 3.25 per lamp.....	\$ 4.89 per lamp
22,000 Lumen .....200 Watt..... 86 kWh .....	\$ 3.29 per lamp.....	\$ 4.94 per lamp
50,000 Lumen .....400 Watt..... 167 kWh .....	\$ 8.11 per lamp.....	\$ 9.70 per lamp
 Mercury Vapor		
8,150 Lumen .....175 Watt..... 74 kWh .....	\$ 3.09 per lamp.....	\$ 4.74 per lamp
11,500 Lumen .....250 Watt..... 103 kWh .....	\$ 6.05 per lamp.....	\$ 7.69 per lamp
21,500 Lumen .....400 Watt..... 162 kWh .....	\$ 6.55 per lamp.....	\$ 8.16 per lamp
60,000 Lumen .....1000 Watt..... 386 kWh .....	\$ 9.12 per lamp.....	\$10.72 per lamp
 Metal Halide		
11,600 Lumen .....175 Watt..... 74 kWh .....	\$ 5.03 per lamp.....	\$ 6.64 per lamp
15,000 Lumen .....250 Watt..... 103 kWh .....	\$ 5.33 per lamp.....	\$ 6.95 per lamp
36,000 Lumen .....400 Watt..... 157 kWh .....	\$ 8.75 per lamp.....	\$10.40 per lamp
90,000 Lumen .....1000 Watt..... 379 kWh .....	\$10.70 per lamp.....	\$12.30 per lamp

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**OUTDOOR LIGHTING  
MAINTENANCE AND UNMETERED SERVICE  
SCHEDULE MU (Continued)**

Incandescent

1,000 Lumen .....	100 Watt .....	37 kWh .....	\$ 5.14 per lamp .....	\$ 6.75 per lamp
2,500 Lumen .....	200 Watt .....	71 kWh .....	\$ 5.22 per lamp .....	\$ 6.83 per lamp
4,000 Lumen .....	325 Watt .....	115 kWh .....	\$ 5.49 per lamp .....	\$ 7.09 per lamp
6,000 Lumen .....	450 Watt .....	158 kWh .....	\$ 5.69 per lamp .....	\$ 7.31 per lamp

Note: The rating of the lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours .....	\$0.00079 per kilowatt-hour
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The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGE

	<u>Summer</u>	<u>Non-Summer</u>
	06-01-2023 thru 09-30-2023	10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

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**OUTDOOR LIGHTING  
MAINTENANCE AND UNMETERED SERVICE  
SCHEDULE MU (Continued)**

CONDITIONS

Company will furnish energy and maintenance Service to approved high pressure sodium, mercury vapor, metal halide, and incandescent outdoor lighting facilities. A full description of Customer's proposed equipment shall be submitted in writing by the Customer prior to Customer's furnishing the equipment to the Company.

All equipment supplied by Customer for placement on Company's poles will be installed by Company at Customer's expense. Customer shall at no time enter upon Company's electric facilities in any manner. All maintenance and any other repair of equipment on Company poles shall be performed by Company.

Where outdoor lighting system (including supporting poles) is wholly owned by Customer, the Customer is responsible for furnishing and installing all outdoor lighting equipment. Installation of outdoor lighting equipment may be performed by Company upon prior arrangement at Customer's sole cost. All Customer-owned equipment must be installed prior to connection to Company's Service circuits. All subsequent changes, removals or additions must first be approved by the Company.

The monthly rate provided in this Schedule shall include standard maintenance, which shall be limited to scheduled cleaning and normal lamp and photoelectric control replacement not caused by vandalism or accident involving a third party. In the event that maintenance beyond standard maintenance is necessary, the Customer will be charged for time, materials and other costs required to do said maintenance. For Customer-owned equipment on Customer-owned poles, any maintenance beyond the standard maintenance provided by this Schedule may be performed by Customer; however, upon prior arrangement, the Company will perform such maintenance on a time and materials cost basis or previously agreed upon firm contract price.

Customer shall be responsible for reporting any outages or malfunctions of any outdoor light installed under this Schedule. The Company will provide appropriate maintenance as soon as practicable upon notification by Customer.

Customer shall furnish Company a certified map showing the location and size of each luminaire included in the initial installation provided for in this Agreement; however, upon prior arrangement the Company will prepare a map for Customer approval for an additional cost.

Company shall change the location of any luminaire furnished under this Agreement upon written order of Customer. All costs associated with such change shall be paid by Customer.

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Issued March 25, 2019

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Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
MAINTENANCE AND UNMETERED SERVICE  
SCHEDULE MU (Continued)**

CONDITIONS (Concluded)

Company shall not be liable for any direct, consequential and special damages to the Customer for any failure in lighting which results from any cause beyond the Company's control.

Company's approval of the Customer's facilities indicates only that the facilities are compatible with Company's system. Company's approval will not be construed to mean that the Customer's facilities are adequate or comply with any code or standard relating to lighting or illumination, or relating to the placement of lighting or illumination, such matters being the sole responsibility of the Customer. Customer agrees to hold harmless the Company for any liability or threat of liability by third parties relating to the placement of or adequacy of Customer's facilities.

LATE PAYMENT CHARGE

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

GENERAL

TERMS

Initial term of the Agreement shall be one year. After the initial term, the Agreement shall remain in effect until a 30-day written notice of cancellation is provided and, unless Customer provides specific date in writing more than 30 days in the future, upon the expiration of 30 days.

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**OUTDOOR LIGHTING  
MAINTENANCE AND UNMETERED SERVICE  
SCHEDULE MU (Continued)**

GENERAL (Concluded)

Company does not make, and Company hereby excludes, any and all implied warranties of merchantability and warranties of fitness of the electrical Service provided by Company.

Costs of additional or special facilities provided hereunder shall be the responsibility of and shall be paid by Customer. Customer shall reimburse Company for the costs of said additional or special facilities either prior to said installation or via payment plans arranged with the Company.

CONTRIBUTION IN AID OF CONSTRUCTION

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide Service to the Customer's outdoor lighting system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the outdoor lighting system.

All Customer charges are subject to any applicable local, state, and federal taxes.

All cost estimates are based on standard engineering practice.

CONNECTION/DISCONNECTION FEE

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting luminaire will be charged to the Customer based on the estimated cost to do the work.

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**OUTDOOR LIGHTING  
MAINTENANCE AND UNMETERED SERVICE  
SCHEDULE MU (Concluded)**

**EQUIPMENT REMOVAL AND REMOVAL CHARGES**

Removal of Customer-owned equipment from Company's poles shall be performed by Company at Customer's sole cost. Company shall have the right to determine that Customer-owned equipment on its poles has become so obsolete, worn, damaged or hazardous that it must be removed.

Removal of Customer-owned lighting equipment from Customer-owned poles or removal of Customer-owned lighting equipment and poles may be performed by Company upon prior arrangement at Customer's sole cost.

**CONTRACT**

Company Standard Form of Outdoor Lighting Energy and Maintenance Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM**

AVAILABILITY

Available for roadway and other outdoor lighting where energy is supplied by Customer's metered Service and contracted for by a Customer for lighting accessible areas. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

OVERHEAD SERVICE

Installation  
on Existing Pole

Mercury Vapor-Horizontal Luminaire (Cobra Head)

8,150 Lumen ..... 175 watt ..... \$10.50 per lamp

High Pressure Sodium-Horizontal Luminaire (Cobra Head)

9,500 Lumen ..... 100 watt ..... \$10.88 per lamp

22,000 Lumen ..... 200 watt ..... \$16.62 per lamp

50,000 Lumen ..... 400 watt ..... \$19.04 per lamp

Metal Halide - Horizontal Luminaire (Cobra Head)

36,000 Lumen ..... 400 watt ..... \$19.97 per lamp

90,000 Lumen ..... 1000 watt ..... \$25.38 per lamp

High Pressure Sodium Floodlight

22,000 Lumen ..... 200 watt ..... \$18.71 per lamp

50,000 Lumen ..... 400 watt ..... \$22.08 per lamp

Metal Halide Floodlight

36,000 Lumen ..... 400 watt ..... \$23.56 per lamp

90,000 Lumen ..... 1000 watt ..... \$27.49 per lamp

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

**OUTDOOR LIGHTING  
 EQUIPMENT AND MAINTENANCE SERVICE  
 SCHEDULE EM (Continued)**

UNDERGROUND SERVICE

		Installation on Existing Pole
Metal Halide - Colonial Post Top Luminaire 14' Mounting Height		
11,600 Lumen ..... 175 watt.....		\$27.20 per lamp
High Pressure Sodium - Horizontal Luminaire (Cobra Head) 30' Mounting Height		
	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
9,500 Lumen ..... 100 watt.....	\$29.47 per lamp .....	\$10.88 per lamp
22,000 Lumen ..... 200 watt.....	\$33.76 per lamp .....	\$16.62 per lamp
50,000 Lumen ..... 400 watt.....	\$37.67 per lamp .....	\$19.04 per lamp
Metal Halide - Horizontal Luminaire (Cobra Head) 30' Mounting Height		
36,000 Lumen ..... 400 watt.....	\$40.86 per lamp .....	\$19.97 per lamp
90,000 Lumen .... 1,000 watt.....	\$50.45 per lamp .....	\$25.38 per lamp
High Pressure Sodium - Rectangular Luminaire (Shoe Box) 30' Mounting Height		
	Single Luminaire Per Pole	Each Additional Luminaire Per Pole
	<u>With base<sup>1</sup></u> <u>No base</u>	
9,500 Lumen ..... 100 watt.....	\$47.78 per lamp .....	\$25.44 per lamp
22,000 Lumen ..... 200 watt.....	\$48.38 per lamp .....	\$26.37 per lamp
50,000 Lumen ..... 400 watt.....	\$48.45 per lamp .....	\$26.61 per lamp

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

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Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.



**OUTDOOR LIGHTING  
 EQUIPMENT AND MAINTENANCE SERVICE  
 SCHEDULE EM (Continued)**

UNDERGROUND SERVICE (Continued)

Metal Halide - Rectangular Luminaire (Shoe Box) 30' Mounting Height

	<u>With base<sup>1</sup></u>	<u>No base</u>	<u>Each Additional Luminaire Per Pole</u>
36,000 Lumen ..... 400 watt.....	\$49.66 per lamp.....	\$46.51 .....	\$27.82 per lamp

Metal Halide - Rectangular Area Luminaire (Shoe Box) 40' Mounting Height

90,000 Lumen ..... 1000 watt.....	\$56.74 per lamp.....	\$33.07 per lamp
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Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating.

<sup>1</sup>With base includes the installation of a non-concrete power installed foundation where soil conditions warrant its application.

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours.....	\$.000000 per kilowatt-hour
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The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

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Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

**ELECTRIC SUPPLY CHARGE**

Energy Charge

All kilowatt-hours..... \$0.00000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**TERMS**

Short Term

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation, and removal of the luminaire and bracket in addition to any other payments required under "CONDITIONS" below. This initial payment shall be refundable, with interest, if the lighting system remains in Service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

Long Term

Long Term Service having an initial term of ten (10) years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than ninety (90) days prior written notice of cancellation. Municipal lighting Service is typically provided under long term agreement for initial and supplemental installation.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

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Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

CONDITIONS

STANDARD SYSTEMS

Overhead Service

Facilities shall consist of:

1. Standard overhead, horizontal luminaire (cobra head) and photoelectric control mounted on a luminaire bracket.
2. Standard vertical open lens luminaire ("OL") and photoelectric control mounted on a luminaire bracket.
3. Standard floodlighting luminaire with photoelectric control and an adjustable mounting bracket.

Luminaire is mounted on an existing Company-owned or approved pole.

Underground Service

Facilities shall consist of:

1. Standard colonial post top luminaire, a photoelectric control and a direct buried fiberglass pole approximately 14 feet in height.
2. Standard overhead, horizontal roadway luminaire (cobra head), a photoelectric control and a direct buried fiberglass pole approximately 30 feet in height.
3. Standard rectangular enclosed luminaire, a photoelectric control and a square steel pole approximately 30 feet in height mounted on a non-concrete power installed foundation.
4. Standard rectangular enclosed area (galleria) luminaire, a photoelectric control and a square steel pole approximately 40 feet in height. The base foundation is normally provided by the Customer.

When required, the Customer is responsible for the costs associated with furnishing and installing any concrete bases for poles.

Underground Service will be installed where Service is supplied from an existing underground distribution system.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

The Customer shall provide, at their expense, any excavating, backfilling, reconstructing, resurfacing and conduit necessary for the installation of the Company's underground cable. The Customer shall provide and install conduit of size specified by the Company, including a ¼ inch diameter nylon or polypropylene pulling rope necessary for the Company to install its underground cable.

**General**

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

The installed cost, of any facilities required to extend Service and the cost of rearranging facilities necessary to serve luminaires or to obtain required mounting height is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

**Company Responsibilities**

Company will, at its own cost, install, and maintain its standard outdoor lighting equipment. Energy is supplied by Customer's metered Service.

Company will replace burned-out lamps and otherwise maintain the equipment during regular daytime working hours as soon as practicable following notification by Customer.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Company shall change the location of any luminaire furnished under Agreement, upon written order of Customer if said change does not require the extension of lines or the erection of poles, but Company shall not be required to make more than one change in the location of any one luminaire during term Agreement is in effect.

**Customer Responsibilities**

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply Service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

**Municipal Installations**

Municipal Customer shall furnish Company a certified map, showing the location and size of each luminaire included in the initial installation provided for in the agreement. Company shall install said luminaire as designated. Upon prior arrangement, Company will prepare a map for Customers approval for an additional cost.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

SPECIAL SYSTEMS

General

Company will provide non-standard underground, ornamental and other special lighting systems when the additional installed cost in excess of the estimated cost of a standard lighting system for the same application is paid by Customer. In this case, Customer shall pay the standard Service rate. Company shall take title to the special system and shall operate and maintain the facilities. Customer shall be responsible for all damages to or loss of special lighting system unless due to the negligence of the Company.

The additional installed cost of a special lighting system in excess of the estimated cost of a standard lighting system is paid by Customer. Payment plans can be arranged with Company.

In the event of early termination for any reason, prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

The Company shall have the sole, complete and final authority to determine the operating lifetime, or remaining operating lifetime, of the special lighting system or any of its component parts. The operating lifetime of the special lighting system shall not be less than twenty (20) years from the date of installation. Upon the determination of the Company that the operating lifetime of the special lighting system or any of its component parts has expired, the Company shall give written notice of the same to the Customer. Upon receipt of such written notification, Customer shall elect either to replace or to de-energize the special lighting system or its applicable component part. Customer shall give written notice of such election to the Company.

In the event Customer elects to replace the special lighting system or any component part thereof, Customer shall pay the Company the additional installed cost of the replacement system or component part thereof plus removal cost of the existing system. The additional installed cost of the system or component part thereof is defined as the total cost of the system or component part thereof as installed less the installed cost of the standard luminaires and brackets which would have been required had the system been the Company's standard lighting system.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Continued)**

SPECIAL SYSTEMS (Continued)

If the Customer elects to de-energize the special lighting system and/or component part thereof, the Company shall de-energize the same. Upon the written request of the Customer, Company shall remove the de-energized system or component part thereof. Such removal shall be at the Customer's expense.

In the event Customer does not give Company written notice of its election within six (6) months after notification by the Company, the Company shall de-energize the special lighting system or its applicable component part. Upon Customer's written request, Company shall remove the de-energized system or component part thereof. Such removal shall be at Customer's expense.

Company Responsibilities

At the termination, for any reason, of the useful life of the special lighting system or designated components of the special lighting system, a new system or component shall be installed under similar Agreement conditions.

Company shall change the location of any special lighting system upon the written request of the Customer. Customer shall pay the Company the total relocation cost of the same.

Customer Responsibilities

Customer shall be responsible for all costs and expenses of trenching, backfilling all trenches and for repaving, repairing or replacing any roadways, walkways, vegetation or other physical objects damaged, destroyed or displaced by construction necessary for the installation and maintenance of the special lighting system or any of its component parts.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING  
EQUIPMENT AND MAINTENANCE SERVICE  
SCHEDULE EM (Concluded)**

**SPECIAL SYSTEMS (Concluded)**

Customer shall reimburse the Company for total costs, less cost of standard luminaire and bracket, incurred by the Company as a result of any damage, destruction or cost of repairs to the system or any component part thereof from any cause, excepting Company's negligence. However, in the event that the lighting system or any component part thereof, excluding luminaire and bracket, is damaged or destroyed by the negligent or willful acts of third parties, prior to billing Customer for the items so damaged or destroyed Company shall first reasonably attempt to collect the costs of replacements or repair from the third party responsible and shall certify to the Customer that such attempts have been made and that the said third party has not paid for such damages or destruction and is not likely to respond with such payment in a reasonable manner. This provision is not intended to compel the Company to enter legal action against the third party responsible prior to billing Customer, determination as to such procedure being within the sole determination of the Company.

**CONTRACT**

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.



**LED STREET LIGHTING SERVICE  
 SCHEDULE "LED"**

COMPANY-OWNED AND MAINTAINED EQUIPMENT (COMPANY SUPPLIES UNMETERED ENERGY)

AVAILABILITY

Available for the illumination of streets, highways and other outdoor areas by Company owned and maintained Light Emitting Diode (LED) street lights where energy supplied from the Company's overhead or underground secondary distribution system is unmetered and lighting Service is contracted for by the Customer. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGE

	<u>Installation on Existing Pole</u>
LED Cobra Head Luminaire	
4,000 Lumen - 50 watt ..... 18 kWh .....	\$ 8.15 per lamp
7,000 Lumen - 90 watt ..... 32 kWh .....	\$10.24 per lamp
11,500 Lumen - 130 watt .....46 kWh .....	\$10.90 per lamp
24,000 Lumen - 260 watt .....91 kWh .....	\$16.97 per lamp
LED Acorn Post Top Luminaire	
2,500 Lumen - 50 watt .....18 kWh .....	\$21.89 per lamp
5,000 Lumen - 90 watt .....32 kWh .....	\$23.12 per lamp
LED Colonial Post Top Luminaire	
2,500 Lumen - 50 watt .....18 kWh .....	\$13.10 per lamp
5,000 Lumen - 90 watt .....32 kWh .....	\$14.43 per lamp

Note: The rating of lamps in lumens is for identification purposes only and shall approximate the manufacturer's standard rating. All luminaires are lighted from dusk to dawn aggregating approximately 4,200 hours per year.

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**LED STREET LIGHTING SERVICE**  
**SCHEDULE "LED" (Continued)**

**TRANSMISSION CHARGE**

Energy Charge

All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

**ELECTRIC SUPPLY CHARGE**

	<u>Summer</u>	<u>Non-Summer</u>
	06-01-2023 thru	10-01-2023 thru
	09-30-2023	05-31-2024

Energy Charge

All kilowatt-hours .....\$0.04776 per kilowatt-hour .....\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**TERM**

Short Term Service having an initial term of thirty (30) days is available if the Customer makes an initial payment of the cost of installation and removal of the luminaire and bracket in addition to any other payments required below. This initial payment shall be refundable with interest if the lighting system remains in Service for five years. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than thirty (30) days prior written notice of cancellation.

Long Term Service having an initial term of ten years is available and monthly rate as set forth in this schedule shall be reduced by fifty cents per lamp. After the initial term, the Agreement shall remain in effect until canceled by either party with not less than 90 days prior written notice of cancellation.

**INSTALLATION AND MAINTENANCE**

Lighting components including luminaire, bracket, and other supporting materials shall be installed, owned and maintained by the Company. Company will install lighting fixtures on an approved existing pole. All additional and new lighting equipment, including but not limited to poles, brackets, wire, etc., not provided for herein, installed by the Company at the request of the Customer, shall be the property of the Company and be paid for by the Customer.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued April 18, 2023

Effective June 1, 2023

Approved at Public Service Commission Administrative Meeting of May 31, 2023  
in Case Nos. 8908, 9056, and 9064

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**LED STREET LIGHTING SERVICE**  
**SCHEDULE "LED" (Continued)**

Underground Service will be installed where Service is supplied from an existing underground distribution system. Customer shall provide, at their expense, any excavating, backfilling, reconstructing, resurfacing and conduit necessary for the installation of the Company's underground cable. Customer shall provide and install conduit of size specified by the Company.

All Service and necessary maintenance will be performed only during regular working hours of the Company. If Service and necessary maintenance cannot be performed during regular working hours of the Company, for reasons beyond the Company's control, the incremental costs of performing such work shall be borne by the Customer.

**REPLACEMENT OR REMOVAL**

Costs associated with the replacement, relocation, alteration, or removal of existing street lighting equipment are not included as part of normal maintenance and will be the responsibility of the Customer. Examples of such activities include, but are not limited to, the replacement of an existing fixture, removal or relocation of a luminaire, bracket, and/or pole, or installation of a luminaire shield.

In the event of early termination for any reason prior to expiration of the initial term of the agreement, Customer shall pay either the balance of the agreement responsibility, less applicable energy charge, or the cost of installation and removal of equipment, whichever is less. Any remaining balance due for extra facilities, rearranging of facilities or other additional installed costs which were separately billed over the term of the agreement shall also become immediately due and payable.

**GENERAL**

All costs described in this schedule are actual costs or, where applicable, estimates based on standard engineering practice.

All Customer charges are subject to any applicable local, state and federal taxes.

Company shall not be liable for damages to the Customer for any failure in any lighting system which results from any cause beyond the Company's control.

Customers may negotiate a contract for Service on an individual basis, upon mutual agreement with the Company. Such contracts shall incorporate all terms and conditions of this tariff and may include additional terms and conditions regarding advanced functionality of the LED lights and associated equipment including, but not limited to, controllers, dimming capabilities, sensors, or other network enabled functions. All costs of the advanced functionalities shall be borne by the Customer. Rates, terms and conditions may be subject to final approval of the Commission.

All energy savings associated with Customer participation under this schedule shall count toward the Company's energy efficiency and peak demand reduction requirements arising as a result of Section 7-211, Annotated Code of Maryland.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued October 23, 2023

Effective October 19, 2023

Issued under Order No. 90847 dated October 18, 2023 in Case No. 9695.

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**LED STREET LIGHTING SERVICE**  
**SCHEDULE "LED" (Continued)**

Company Responsibilities

Company will, at its own cost, install, operate and maintain its standard outdoor lighting equipment with unmetered Service.

Company shall furnish luminaires at additional locations in accordance with Company practices upon the written order of Customer; Company shall increase size of any luminaire in the same Rate Schedule upon written order of Customer.

Customer Responsibilities

Customer shall provide to Company free of cost and with free access, a satisfactory right-of-way and location for Company's facilities necessary to supply Service on premises controlled by Customer. Facilities provided at Company's expense shall remain Company property.

Customer shall be responsible for selecting the lamp size and location of the luminaire which shall be in conformance with applicable safety standards and governmental regulations. Customer shall obtain appropriate approval for luminaires to be located on public thoroughfares.

Customer shall be responsible for reporting non-operating lighting systems to the Company.

CONTRACT

Company standard form of Outdoor Lighting Agreement shall be executed, when appropriate, along with applicable map showing location and size of all luminaires.

CUSTOMER-OWNED AND MAINTAINED EQUIPMENT (COMPANY SUPPLIES UNMETERED ENERGY)

AVAILABILITY

Available for the illumination of streets, highways and other outdoor areas by Customer owned and maintained LED street lights where energy supplied from the Company's overhead or underground secondary distribution system is unmetered and lighting Service is contracted for by the Customer. All applicable surcharges, credits and taxes shall apply.

This schedule is also applicable within private property such as private walkways, streets, roads, and when supply from the Company's distribution system is directly available and when lighting Service is contracted for by the owner thereof.

Available only for LED street lights that are served from a low voltage (120 volt) electric circuit.

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Issued under Order No. 90847 dated October 18, 2023 in Case No. 9695.

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**LED STREET LIGHTING SERVICE**  
**SCHEDULE "LED" (Continued)**

This rate is not available to serve Customer-owned lighting systems in an area where there will be a mix of Company-owned and Customer-owned systems.

**MONTHLY RATE**

**DISTRIBUTION CHARGE**

Energy Charge  
All kilowatt-hours .....\$0.03634 per kilowatt-hour

**TRANSMISSION CHARGE**

Energy Charge  
All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

**ELECTRIC SUPPLY CHARGE**

	<u>Summer</u>	<u>Non-Summer</u>
	06-01-2023 thru 09-30-2023	10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

Service rendered herein is unmetered with the monthly kWh billed for each light calculated based on the manufacturer's luminaire wattage rating and the average monthly burn hours (4,200 annual burn hours / 12 months per year).

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**TERM OF CONTRACT**

Service is sold under this schedule for a minimum period of thirty days.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**LED STREET LIGHTING SERVICE**  
**SCHEDULE "LED" (Concluded)**

**RESPONSIBILITIES**

Customer is responsible for installing, owning, operating and maintaining all street lighting equipment including luminaires, brackets, photoelectric controls, poles, and foundations, using equipment approved and installed in a manner acceptable to the Company. All Customer-owned lighting equipment shall be installed prior to connection to the Company's Service circuits. All maintenance of the Customer's lighting equipment shall be the responsibility of the Customer. The Company will furnish, install, connect, own and maintain the electric Service circuits required to connect the Customer's lighting equipment to the Company's distribution system. The Customer shall not be permitted to install any Customer-owned lighting equipment on Company-owned poles.

Customer shall inform the Company in writing of any changes to existing unmetered load associated with the Customer's street lighting system at least 30 days prior to the anticipated date of change. Changes include, but are not limited to, the increase of existing lighting capacity or the addition of unmetered lights.

If the Company is called out to do maintenance on Customer-owned lighting equipment, a charge will be made for time and materials required to do said maintenance. Also, the Customer is responsible for providing non-standard material.

**CONTRIBUTION IN AID OF CONSTRUCTION**

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide Service to the Customer's street light system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the street light system. Such charges to be collected prior to the start of construction.

**CONNECTION/DISCONNECTION FEE**

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting a light will be charged to the Customer based on the estimated cost to do the work.

**REMOVAL CHARGE**

Company-owned facilities no longer needed to provide Service to the Customer's lighting system will be removed by the Company, and if the removal involves more than disconnecting the Customer's equipment, as covered under Connection/Disconnection Fee, the Customer will be charged the estimated cost to remove the Company's equipment. Removal of Customer-owned equipment shall be at the Customer's expense.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**OUTDOOR LIGHTING SERVICE  
SCHEDULE "OL"**

AVAILABILITY

Available for lighting Service sold prior to November 18, 1998 for outdoor lighting supplied from the existing overhead secondary distribution system of the Company and contracted for by a private Customer. The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

- A. For each 9,500 lumen (100 watt) high-pressure sodium lamp (51 kWh).....\$10.56 per lamp.  
Company will provide lamp, photo-electric relay control equipment, fixture and upsweep arm not over 4 feet in length, and will mount same on an existing pole carrying secondary circuits.
- B. Restricted to installations as of February 25, 1993  
  
For each 8150 lumen (175 Watt) mercury vapor lamp (74 kWh).....\$10.03 per lamp.  
Company will provide lamp, photo-electric relay control equipment, fixture and upsweep arm not over 4 feet in length, and will mount same on an existing pole carrying secondary circuits.
- C. Restricted to installations as of February 25, 1993  
  
For each 21,500 lumen (400 Watt) mercury vapor lamp (162 kWh).....\$17.47 per lamp.  
Company will provide lamp, photo-electric relay control equipment, fixture and upsweep arm not over 6 feet in length, and will mount same on an existing pole carrying secondary circuits.
- D. For each 22,000 lumen (200 watt) high pressure sodium lamp (86 kWh).....\$19.09 per lamp  
Company will provide lamp, photo-electric relay control equipment, fixture and upsweep arm not over 6 feet in length, and will mount same on an existing pole carrying secondary circuits.
- E. When facilities, in addition to those specified in paragraphs A., B., or C. are required to provide outdoor lighting Service, the Customer will pay in advance the cost of installing all additional facilities. For those facilities installed prior to September 9, 1985, where the Company provided facilities at a monthly rental, such monthly charges will continue at a rate of \$4.31 for each standard distribution wood pole required, \$0.026 per foot for each foot of span length of wires required and \$4.31 for each KVA of transformer capacity installed.
- F. The Customer may elect to own and maintain poles and secondary circuits on their property to accommodate the installation of the outdoor lighting fixture. Such poles and circuits shall meet Company specifications.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**OUTDOOR LIGHTING SERVICE**  
**SCHEDULE "OL" (Continued)**

MONTHLY RATE (Continued)

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGE

Summer  
06-01-2023 thru  
09-30-2023

Non-Summer  
10-01-2023 thru  
05-31-2024

Energy Charge

All kilowatt-hours .....\$0.04776 per kilowatt-hour .....\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

LATE PAYMENT

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

TERM OF CONTRACT

Service is sold under contract to take continuous Service under this schedule for a minimum period of three years or longer.

In the event of early termination, the Customer shall pay either the balance of the contract responsibility or the net cost of installation and removal of the facilities installed by the Company to serve the Customer, whichever is less.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued April 18, 2023

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**OUTDOOR LIGHTING SERVICE**  
**SCHEDULE "OL" (Concluded)**

GENERAL

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service, of the Company as filed with the Commission.

All Company owned facilities necessary for Service under this schedule shall be maintained by the Company and all such Service and maintenance will be performed only during the regular scheduled working hours of the Company. The Company shall be allowed two working days after notification by the Customer to replace all burned-out lamps.

All lamps are lighted from dusk to dawn every night, or for approximately 4,200 hours per annum.

Customer shall obtain written approval from public authorities for lights to be located on public thoroughfares.

Customer shall select and the Company agree to the location of all lights and poles installed for the Customer under the provisions of this Rate Schedule and lights and poles will be moved after installation, on payment by the Customer of the cost of moving. All pole locations shall conform to all safety standards, state and municipal regulations. Customers shall be responsible for all damage to, or loss of, the Company's property located on the Customer's premises unless resulting from causes beyond the Customer's control.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

**PRIVATE OUTDOOR AREA LIGHTING SERVICE  
 SCHEDULE "AL"**

AVAILABILITY

Available only for installations served prior to September 9, 1985, for lighting Service sold for pole-mounted outdoor area lighting supplied from the existing secondary distribution system of the Company and contracted for by a private Customer. The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating. All applicable surcharges, credits and taxes shall apply.

MONTHLY RATE

DISTRIBUTION CHARGES

LIGHTING FIXTURE

<u>Nominal Watts</u>	<u>Nominal Lumens</u>	<u>kWh</u>	<u>Area Lighting (Underground Service)</u>	<u>Floodlighting Overhead or Underground Service</u>
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MERCURY VAPOR

175	8,150	74	\$16.81	
400	21,500	162		\$21.24
1,000	60,000	386		26.87

HIGH PRESSURE SODIUM

400	50,000	167		28.28
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QUARTZ IODINE

500		176		22.30
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POLES

<u>Length</u>	<u>Standard</u>	<u>Wood Other</u>	<u>Metal</u>
14 foot		\$8.89	\$ 6.18
30 foot	\$4.40		18.45
35 foot	6.15	9.36	
40 foot	6.59		

ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

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**PRIVATE OUTDOOR AREA LIGHTING SERVICE**  
**SCHEDULE "AL" (Continued)**

OVERHEAD CIRCUIT

\$0.028 per foot for each foot of span length.

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGE

Summer  
06-01-2023 thru  
09-30-2023

Non-Summer  
10-01-2023 thru  
05-31-2024

Energy Charge

All kilowatt-hours .....\$0.04776 per kilowatt-hour .....\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

LATE PAYMENT

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

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**PRIVATE OUTDOOR AREA LIGHTING SERVICE**  
**SCHEDULE "AL" (Continued)**

**TERM OF CONTRACT**

Service is sold under contract to take continuous Service under this schedule for a minimum period of five years.

In the event of early termination, the Customer shall pay either the balance of the contract responsibility or the net cost of installation and removal of the facilities installed by the Company to serve the Customer, whichever is less.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service, of the Company as filed with the Commission.

All lamps are lighted from dusk to dawn every night, or for approximately 4,200 hours per annum.

Customer shall obtain written approval from public authorities for lights to be located on public thoroughfares.

Customer shall select and the Company agree to the location of all lights and poles installed for the Customer under the provisions of this Rate Schedule and lights and poles will be relocated only on payment by the Customer of the cost of such relocation. Pole locations shall conform to all safety standards, state and municipal regulations. Customer shall be responsible for all damages to, or loss of, the Company's property located on the Customer's premises unless resulting from causes beyond the Customer's control.

When the Customer requires the Company to furnish facilities in excess of those normally supplied by the Company, the Customer shall pay the Company's excess investment, with the maintenance of the special equipment subject to (1) time and ability to obtain replacement, and (2) advance payment of the then excess cost over standard for each replacement.

When lighting is served from an overhead circuit the Customer may elect to own and maintain the poles and circuits upon which the Company will install the lighting fixtures. Customer owned facilities shall be approved by the Company.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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**PRIVATE OUTDOOR AREA LIGHTING SERVICE**  
**SCHEDULE "AL" (Continued)**

GENERAL (Concluded)

When lighting is served from an underground circuit the Customer shall own, install and maintain all necessary concrete bases for poles to be installed in accordance with the Company specifications. The Customer shall also own, install and maintain all facilities including circuits, conduit and pedestals necessary to supply Service to the base of the pole.

CUSTOMER OWNED EQUIPMENT - COMPANY OPERATES AND MAINTAINS

Whenever the Customer furnishes, installs and owns the entire lighting system using equipment approved by and installed in a manner acceptable to the Company, the Company may, at its discretion, operate and maintain the system at the following rates.

DISTRIBUTION CHARGES

<u>LAMP SIZE IN NOMINAL WATTS</u>	<u>KWH</u>	<u>TYPE OF LAMP</u>	<u>TYPE OF FIXTURE</u>	
			<u>BRACKET</u>	<u>POST TOP</u>
250	103	Mercury Vapor	\$ 6.05	
400	162	" "	6.55	
1,000	386	" "	9.12	
400	167	High Pressure Sodium	8.11	\$8.11

The Company's responsibility under the aforementioned charges for maintaining the Customer owned lighting system is limited to photo control, relamping, cleaning fixtures and painting poles requiring paint. When the Customer's equipment is intermediate in size to those listed above the Customer shall pay the monthly charges applicable to the next larger size.

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**PRIVATE OUTDOOR AREA LIGHTING SERVICE**  
**SCHEDULE "AL" (Concluded)**

TRANSMISSION CHARGE

Energy Charge  
All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

ELECTRIC SUPPLY CHARGE

	<u>Summer</u>	<u>Non-Summer</u>
	06-01-2023 thru	10-01-2023 thru
	09-30-2023	05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued April 18, 2023

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**STREET AND HIGHWAY LIGHTING SERVICE  
 SCHEDULE "MSL"**

1. COMPANY OWNED AND MAINTAINED EQUIPMENT

AVAILABILITY

Available for lighting Service sold prior to November 18, 1998 for the lighting of public streets, public highways and other public outdoor areas in municipalities, governmental units and unincorporated communities where such Service can be supplied from the existing general distribution system. All applicable surcharges, credits and taxes shall apply.

This schedule is also applicable within private property which is open to the general public such as private walkways, streets, roads, when the property and buildings are under common ownership and when supply from the Company's distribution system is directly available and when lighting Service is contracted for by the owner thereof. The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

MONTHLY RATE

DISTRIBUTION CHARGES

<u>Lamp Size</u>			<u>Overhead Supply</u>		<u>Underground Supply Standard Pole</u>		<u>Multiple Units</u>
<u>Nominal Watts</u>	<u>Nominal Lumens</u>	<u>kWh</u>	<u>Wood Pole</u>	<u>Metal Pole</u>	<u>Low Mounting</u>	<u>High Mounting</u>	<u>For Each Additional Fixture Per Pole</u>
<u>High Pressure Sodium</u>							
70	5,800	37	\$10.36		\$18.92	\$28.60	\$10.36
100	9,500	51	10.26		18.74	28.48	10.26
200	22,000	86	16.00			31.83	16.00
400	50,000	167	22.76	\$38.60		38.60	22.76

High Pressure Sodium - Rectangular Enclosed Fixture

100	9,500	51				44.34	24.15
200	22,000	86				45.29	25.15
400	50,000	167				43.36	23.21

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

MONTHLY RATE (Continued)

DISTRIBUTION CHARGES (Continued)

<u>Lamp Size</u>		<u>Kwh</u>	<u>Overhead Supply</u>		<u>Underground Supply</u>		<u>Multiple Units For Each Additional Fixture Per Pole</u>
<u>Nominal Watts</u>	<u>Nominal Lumens</u>		<u>Wood Pole</u>	<u>Metal Pole</u>	<u>Standard Pole Low Mounting</u>	<u>High Mounting</u>	
<u>Mercury Vapor</u> - Restricted to installations as of February 25, 1993:							
175	8,150	74	\$ 8.87		\$16.74		\$ 8.30
<u>Mercury Vapor</u> - Restricted to installations as of June 14, 1982:							
100	4,000	45	10.14		14.62		
250	11,500	103	12.95			29.63	
<u>Mercury Vapor</u> - Restricted to installations as of October 17, 1988:							
400	21,500	162	13.06	29.37		29.37	12.26

All lamps are lighted from dusk to dawn every night, or for approximately 4,200 hours per annum. However, at the request of the Customer individual lamps may be operated continuously 24 hours per day. The monthly rate for each light continuously operated shall be the applicable rate above plus 60% of the base overhead supply wood pole monthly rate.

When the circuit length exceeds 150 feet per light there will be an additional monthly charge of \$0.026 per foot for each foot of span length and \$0.035 per foot for each underground trench foot. (This provision is restricted to locations as of September 9, 1985.)

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

**TRANSMISSION CHARGE**

Energy Charge  
All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

**ELECTRIC SUPPLY CHARGE**

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**PAYMENT FOR SERVICE**

Bills are due and payable upon presentation.

**TERM OF CONTRACT**

Ten years initially, renewable annually thereafter.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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Effective June 1, 2023

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in Case Nos. 8908, 9056, and 9064

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

GENERAL

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service, of the Company as filed with the Commission.

For installations on or after September 9, 1985, the Customer will pay the estimated cost for all facilities not included in the Company's standard installation.

The standard overhead installation includes mounting street light equipment on an existing wood pole carrying secondary circuits. The standard overhead supply-metal pole and underground supply-standard pole installation includes one pole per light. The Customer is responsible for all the costs associated with furnishing and installing any concrete bases for poles. Such installation shall be made to Company specifications and in a manner acceptable to the Company.

When the Company supplies Service for underground installations the Customer shall pay for, or at the option of the Company, supply the cost for any excavating, backfilling, reconstructing and resurfacing necessary for the installation and maintenance of the underground cable.

When a new street lighting distribution system is required or whenever a Customer requests an installation that is not in conformity with the standard installation, the Customer shall pay the following:

- (a) For distribution facilities -- estimated cost of distribution facilities in excess of those normally supplied by the Company to make Service available.
- (b) For street light equipment -- Company's excess investment in special poles or fixtures over that of standard equipment, with the maintenance of the special equipment subject to (1) time and ability to obtain replacement and (2) advance payment of the then excess cost over standard for each replacement.
- (c) For bridges and subway lighting -- the Company will supply poles, fixtures and circuit with the Customer supplying conduit, raceways, and other necessary equipment including maintenance thereof.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

2. CUSTOMER OWNED AND MAINTAINED EQUIPMENT - COMPANY SUPPLIES UNMETERED ENERGY

AVAILABILITY

Available for lighting Service sold prior to November 18, 1998 for the lighting of public streets, public highways and other public outdoor areas in municipalities, governmental units and unincorporated communities consisting of Customer-owned foundations, posts, brackets and luminaires when the electric energy supplied to such equipment is unmetered and furnished by the Company from the existing general distribution system.

This schedule is also applicable within private property such as private walkways, streets, roads, and when supply from the Company's distribution system is directly available and when lighting Service is contracted for by the owner thereof. The rating of lamps in lumens is for identification and shall approximate the manufacturer's standard rating.

Available for high pressure sodium light sources only that are served from a low voltage (120 volt) electric circuit.

This rate is not available to serve Customer-owned lighting systems in an area where there will be a mix of Company-owned and Customer-owned systems.

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

MONTHLY RATE

DISTRIBUTION CHARGES

The Company's supply of unmetered energy to the Customer's high pressure sodium street lighting system will be at the following rates:

<u>Lamp Size</u>		<u>kWh</u>	<u>Monthly Rate</u>
<u>Nominal Watts</u>	<u>Nominal Lumens</u>		
70	5,800	37	\$ 3.68
100	9,500	51	3.53
200	22,000	86	4.31
400	50,000	167	7.28

When the Customer's equipment is intermediate in size to those listed above, the Customer shall pay the monthly rate applicable to the next larger size.

TRANSMISSION CHARGE

Energy Charge

All kilowatt-hours .....\$0.00079 per kilowatt-hour

The Transmission Charge is based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Continued)**

**ELECTRIC SUPPLY CHARGE**

	<u>Summer</u> 06-01-2023 thru 09-30-2023	<u>Non-Summer</u> 10-01-2023 thru 05-31-2024
Energy Charge		
All kilowatt-hours .....	\$0.04776 per kilowatt-hour .....	\$0.05000 per kilowatt-hour

The Transmission and Electric Supply Charges apply only to Customers receiving Type I SOS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**PAYMENT FOR SERVICE**

Bills are due and payable upon presentation.

**TERM OF CONTRACT**

Service is sold under this schedule for a minimum period of thirty days.

**RESPONSIBILITIES**

The Customer is responsible for furnishing and installing all street lighting equipment which includes posts, foundations, brackets, and luminaires complete with ballasts, light sensitive switches and lamps using equipment approved and installed in a manner acceptable to the Company. All Customer-owned lighting equipment to be installed prior to connection to the Company's Service circuits. All maintenance of the Customer's lighting equipment shall be the responsibility of the Customer. The Company will furnish, install, connect, own and maintain the electric Service circuits required to connect the Customer's lighting equipment to the Company's distribution system. If the Customer requests, and the Company agrees, the Company may install all Customer owned lighting equipment at the Customer's expense.

If the Company is called out to do maintenance on Customer-owned lighting equipment, a charge will be made for time and materials required to do said maintenance. Also, the Customer is responsible for providing non-standard material.

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**STREET AND HIGHWAY LIGHTING SERVICE**  
**SCHEDULE "MSL" (Concluded)**

**CONTRIBUTION IN AID OF CONSTRUCTION**

A charge will be made to the Customer in the amount of the estimated cost to the Company for installing all necessary facilities to provide Service to the Customer's street light system. Also, the Customer will be charged the estimated cost for any alterations or adjustments to the existing overhead or underground lines necessary to provide adequate clearance or spacing for the street light system. Such charges to be collected prior to the start of construction.

**CONNECTION/DISCONNECTION FEE**

The fee for connecting or disconnecting a street light shall be \$15.00 per light with a \$40.00 minimum per trip. Any work required in addition to that of connecting or disconnecting a light will be charged to the Customer based on the estimated cost to do the work.

**REMOVAL CHARGE**

Company-owned facilities no longer needed to provide Service to the Customer's lighting system will be removed by the Company, and if the removal involves more than disconnecting the Customer's equipment, as covered under Connection/Disconnection Fee, the Customer will be charged the estimated cost to remove the Company's equipment. Removal of the Customer-owned equipment shall be at the Customer's expense.

All Customer charges are subject to any applicable local, state and federal taxes.

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**SURGE SUPPRESSION SERVICE  
SCHEDULE PQ**

AVAILABILITY

Available for single-phase connections that are directly metered and are served at less than 250 volts. Surge suppression equipment consists of a base unit that is attached to Customer's Service between the meter and meter socket. Connection must be directly metered (i.e., not utilizing metering transformers). The meter and meter socket must be sufficiently accessible for installation of the surge suppression equipment. Company reserves the right to decline surge protection Service to Customers with hazardous or substandard Service entrances.

MONTHLY RATES FOR SURGE SUPPRESSION SERVICE

DISTRIBUTION CHARGES

Base unit .....\$5.41

LATE PAYMENT CHARGE

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

TERM

One year for meter socket protection equipment.

GENERAL

Company will install all meter base unit surge suppression equipment. All surge suppression equipment listed above is warranted against damage by the manufacturer under specific circumstances. Customer's equipment protected by surge suppression equipment is also warranted against damage within published limits

Should Customer wish to terminate use of surge protection Service, Customer will notify Company of their intent. Company will remove equipment and cease billing for the Service upon removal of the base unit and from Customer's premises.

Customer must meet credit standards.

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**CO-GENERATION  
SCHEDULE "CO-G"****AVAILABILITY**

This schedule is applicable for purchases of electricity by the Company from such qualifying facilities (QF) as cogenerators or small power producers as defined in Part 292, Subpart B, of the Public Utility Regulatory Policies Act of 1978 regulations. The Company may require proof that the QF meets the requirements for a qualifying facility under those regulations.

This schedule is available for power to be supplied by the QF to the Company at a single point of delivery in amounts or not more than 5,000 kW for qualifying small power producers and 20,000 kW for qualifying cogenerators.

This schedule may be used in conjunction with any of the Company's filed Rate Schedules presently in effect and applicable to the supply of electric Service to a Customer.

**MONTHLY PAYMENTS****Energy Payments:**

If applicable, the Company may sell the QF's energy in the PJM hourly real-time energy market provided the QF complies with all PJM requirements to qualify as a PJM generation resource. The Company will pay the QF the PJM real-time locational marginal price (LMP) at the APS Zone, or its successor, for each hour energy is produced and delivered to the Company, less any PJM ancillary charges, other related costs, and Company administrative costs.

**Capacity Payments:**

If applicable, the Company may offer the QF's capacity in the PJM capacity market provided the QF complies with all PJM requirements to qualify as a PJM capacity resource. The Company will pay the QF the capacity revenues received from PJM, less Company administrative costs, any PJM penalties incurred by the Company as a result of the QF's failure to perform, and other related costs.

**CONNECTION CHARGE:**

The QF will pay the installed cost of the metering equipment and a monthly charge for the recurring expense of the QF metering connection pursuant to Rule 10 of the Company's Rules and Regulations Covering the Supply of Electric Service.

**SIMULTANEOUS PURCHASE AND SALE OPTION**

Each QF served under this schedule shall have the option of either a simultaneous purchase and sale or the sale of only its excess power. The selection of such option shall be expressed in an Electric Service Agreement and shall be for a period of not less than one year.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

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**CO-GENERATION  
SCHEDULE "CO-G"****AVAILABILITY**

This schedule is applicable for purchases of electricity by the Company from such qualifying facilities (QF) as cogenerators or small power producers as defined in Part 292, Subpart B, of the Public Utility Regulatory Policies Act of 1978 regulations. The Company may require proof that the QF meets the requirements for a qualifying facility under those regulations.

This schedule is available for power to be supplied by the QF to the Company at a single point of delivery in amounts or not more than 5,000 kW for qualifying small power producers and 20,000 kW for qualifying cogenerators.

This schedule may be used in conjunction with any of the Company's filed Rate Schedules presently in effect and applicable to the supply of electric Service to a Customer.

**MONTHLY PAYMENTS****Energy Payments:**

If applicable, the Company may sell the QF's energy in the PJM hourly real-time energy market provided the QF complies with all PJM requirements to qualify as a PJM generation resource. The Company will pay the QF the PJM real-time locational marginal price (LMP) at the APS Zone, or its successor, for each hour energy is produced and delivered to the Company, less any PJM ancillary charges, other related costs, and Company administrative costs.

**Capacity Payments:**

If applicable, the Company may offer the QF's capacity in the PJM capacity market provided the QF complies with all PJM requirements to qualify as a PJM capacity resource. The Company will pay the QF the capacity revenues received from PJM, less Company administrative costs, any PJM penalties incurred by the Company as a result of the QF's failure to perform, and other related costs.

**CONNECTION CHARGE:**

The QF will pay the installed cost of the metering equipment and a monthly charge for the recurring expense of the QF metering connection pursuant to Rule 10 of the Company's Rules and Regulations Covering the Supply of Electric Service.

**SIMULTANEOUS PURCHASE AND SALE OPTION**

Each QF served under this schedule shall have the option of either a simultaneous purchase and sale or the sale of only its excess power. The selection of such option shall be expressed in an Electric Service Agreement and shall be for a period of not less than one year.

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**CO-GENERATION**  
**SCHEDULE "CO-G" (Continued)**

**TERM**

One year or longer.

**SALES TO QUALIFYING FACILITIES**

Supplementary, backup, interruptible, maintenance, and station power will be supplied by the Company to the QF under the applicable standard Rate Schedules.

**INTERCONNECTION COSTS**

All interconnection costs including interconnection costs incurred by the Company which are necessary to purchase energy or energy and capacity from the QF or to supply power are the responsibility of the QF. The Company will provide a nonbinding estimate of all interconnection costs to be incurred by the Company.

The QF is responsible for providing, installing, owning, and maintaining at its expense all equipment on the QF's side of the interconnection point. The QF must submit its interconnection plans and specifications to the Company, and the Company shall accept or reject those plans. The Company will inspect and approve the installation prior to making the interconnection. The inspection will be conducted by the Company, and the results of the inspection will be provided to the QF. The costs of any additional Company inspection required shall be borne by the QF. The QF is also responsible for obtaining Company approval for equipment and material specifications prior to making any modifications.

- (a) The review and/or acceptance by the Company of the application for interconnection or plans and specification for such interconnection submitted by a QF does not and shall not be construed (1) as confirming or endorsing the design of the QF's facilities or (2) as any warranty of safety, durability, or reliability of the facilities.
- (b) The Company shall not, by reason of any review or acceptance of the plans and specifications or application for interconnection submitted by QF, be responsible for strength, details of design, adequacy, or capability of the QF's facilities; nor shall the Company's acceptance and/or review of said plans and specifications or application for interconnection be deemed an endorsement or warranty of those facilities.

The Company installs, owns, and maintains at the QF's expense all metering equipment needed to measure separately the electricity delivered to the Company. Access shall be granted by the QF to the Company's authorized representative during any reasonable hours to install, inspect, and maintain the Company's metering equipment.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued October 23, 2023

Effective October 19, 2023

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**CO-GENERATION**  
**SCHEDULE "CO-G" (Continued)**

INTERCONNECTION COSTS (Continued)

Interconnection costs applicable under this schedule are defined as the reasonable costs of connection, switching, metering, meter detents, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with the QF, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operation, but instead purchased an equivalent amount of electric energy or capacity from other sources.

The QF shall have the option of paying the Company for such interconnection costs at the time of installation or repaying the Company for such costs over a period of up to three years. If the QF elects repayment over a period of time, reasonable security for such repayments can be required and the repayment schedule may include interest equal to the interest cost of the Company's most recent issue of long term debt.

SAFETY AND RELIABILITY

The Company has established standards to insure safety and reliability of interconnected operations. These standards which have been filed with the Commission and are incorporated herein by reference, will be enforced, and must be satisfied before the Company will interconnect with the QF. A copy of these standards will be provided to a prospective QF upon request. The following is a brief outline of the standards.

The QF assumes sole responsibility to design and install its system for protection against faults or disturbances on the Company's system.

Interconnection with the Company's system requires the installation of protective equipment by the QF which, in the Company's judgment, provides safety for persons, property and equipment affected, and prevents interference with the Company's supply of Service to others, including voltage, frequency, or waveshape of power. After installation and at any time this rate is in effect, the Company shall have the right to inspect all the facilities and their operation, and to test all protective equipment.

QF must provide synchronizing equipment which will automatically isolate the QF generation from the Company's system if the Company's circuit becomes de-energized or if the QF should lose synchronization.

Parallel operation must cease immediately and automatically during electrical outages and other emergency or abnormal conditions as specified by the Company, or when maintenance on Company facilities is being performed and safety considerations require the de-energizing of the QF. The Company is not liable for and accepts no responsibility whatsoever for any loss, cost, expense, damage or injury to any person or property resulting from the use or presence of electric current or voltage which originates from a QF's generation facilities, or is caused by failure of the QF to operate in compliance with Company requirements.

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**CO-GENERATION**  
**SCHEDULE "CO-G" (Continued)**

SAFETY AND RELIABILITY (Continued)

QF must provide synchronizing equipment which will automatically isolate the QF generation from the Company's system if the Company's circuit becomes de-energized or if the QF should lose synchronization.

Parallel operation must cease immediately and automatically during electrical outages and other emergency or abnormal conditions as specified by the Company, or when maintenance on Company facilities is being performed and safety considerations require the de-energizing of the QF. The Company is not liable for and accepts no responsibility whatsoever for any loss, cost, expense, damage or injury to any person or property resulting from the use or presence of electric current or voltage which originates from a QF's generation facilities, or is caused by failure of the QF to operate in compliance with Company requirements.

The Company may disconnect from the QF's facilities from time to time in order that the Company can (1) construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its system; or (2) if the Company determines the curtailment, interruption or reduction of deliveries of energy or energy and capacity is necessary because of technical system emergencies including forced outages and operating conditions on its system, or as otherwise required by prudent electrical practices.

The QF generation equipment must be equipped with a Company-controlled, and easily accessible, manually operable disconnecting device capable of being locked in the open position to isolate QF's generator from the Company's system. Interlocks must be provided to preclude paralleling the generator through any point other than the designated interconnection point.

Automatic reclosing shall not be installed on the interconnection disconnecting device.

QF equipment must be equipped with a Company-approved overcurrent protective device and necessary relaying to interrupt generator fault current due to faults on the Company's system.

The QF may be required to install current limiting reactors to limit the magnitude of QF-owned generator fault current.

PERIODS DURING WHICH PURCHASES ARE NOT REQUIRED

The Company will not be required to purchase energy or capacity during an electrical emergency or during periods of maintenance when safety considerations would require the de-energizing of facilities. Whenever possible the Company will notify the QF by telephone, followed by written confirmation, of such circumstances.

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**CO-GENERATION**  
**SCHEDULE "CO-G" (Concluded)**

GENERAL

The QF is solely responsible for the proper installation, operation, and maintenance of any equipment used to interconnect with the Company's system, and is liable for any claims, demands, suits, actions, any judgments and all costs, expense, pecuniary or other loss which may arise directly or indirectly from any act or omission of the QF, its agents, servants, or employees.

Maintenance and operation of the generator and associated equipment will be the responsibility of the QF.

Failure of the QF to comply with any of the Company's provisions or requirements shall result in disconnection from the Company's system and the Company will be under no obligation to make subsequent purchases of electricity until the QF complies with all the Company's requirements.

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**ALTERNATIVE GENERATION SCHEDULE  
SCHEDULE "AGS"****AVAILABILITY**

Available for the sale of electricity to Customers, including small power producers and cogenerators which are qualifying facilities as defined in the Public Utility Regulatory Policies Act of 1978. To qualify for this schedule, Customer, at the site of Customer's Service under this schedule, (such site located in the Company's Maryland Service territory) must operate or utilize electric Service from active electrical generation facilities not owned by the Company ("Alternative Generation Facilities"). Electricity sold under this schedule may not be resold; nor may it be used to operate the auxiliary loads of the alternative generation facilities while those facilities are generating electricity for sale to the Company, except during periods of emergency on the alternative generation station Service facilities and with the approval of the Company. A recording demand meter must be installed on all connections receiving Service under this schedule. An Electric Service agreement shall be executed. All applicable surcharges, credits and taxes shall apply.

**DETERMINATION OF DEMAND**

Demand or kW demand noted in this schedule shall be the kW demand integrated over the demand interval. Demand interval shall be of the same duration specified in the Rate Schedule under which standard Service is provided the Customer. If standard Service is not provided by the Company, the demand interval shall be 30 minutes.

**TYPES OF SUPPLY**

Types of power supply available are Supplementary, Maintenance (Firm or Interruptible), and Standby (Firm or Interruptible). For the purposes of this schedule, "normal alternative generation" for the current billing period shall be determined as follows:

- (1) The most recent three billing periods each of which contains at least one demand interval period during which alternative generation occurred and no Standby or Maintenance Power was used will be selected and the total number of such demand intervals which occur in those periods shall be identified;
- (2) The net kWh of alternative generation for all the intervals identified in (1) shall be totaled;
- (3) The net kWh totaled in (2) shall be divided by the quantity (total number of intervals ÷ intervals per hour) to obtain the average kW of normal alternative generation.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

TYPES OF SUPPLY (Continued)

SUPPLEMENTARY POWER is power that is used by the Customer in addition to that normally produced by the alternative generation facilities. Supplementary Power is available to the Customer under applicable existing standard Rate Schedules with the billing units determined as described herein. All power provided to the Customer by the Company shall be deemed Supplementary Power unless the Company determines that it is Maintenance Power or Standby Power as described below.

FIRM OR INTERRUPTIBLE MAINTENANCE POWER is power, which is used by the Customer and replaces the alternative generation during periods of scheduled maintenance of the alternative generation facilities. Maintenance Power is subject to the following constraints:

- (1) In each calendar year, Firm Maintenance Power may be made available not more than 56 days during the periods from March 1 to May 31, inclusive or from October 1 to November 30, inclusive.
- (2) Availability of Firm Maintenance Power shall be determined by the Company upon the Customer's written request at least 30 days but not more than 120 days in advance of the date the Customer wishes to begin receiving such power. The Company shall notify the Customer whether Firm Maintenance Power will be available during the period requested, and if not, when Firm Maintenance Power will be available.
- (3) If the Customer is informed by the Company that Firm Maintenance Power will not be available as requested, the Customer may elect to take Interruptible Maintenance Power for the period for which Firm Maintenance Power will not be available, provided that the Customer gives the Company seven days advance written notice thereof. In no event, however, may the number of days upon which Firm or Interruptible Maintenance Power is taken exceed a total of 56 in a calendar year.
- (4) If the Customer ceases use of Maintenance Power before the end of the scheduled period, the Customer must notify the Company by telephone and send or deliver a notice in writing to the Company no later than one business day after the Customer ceases such use.
- (5) All requests for Firm Maintenance Power and notices of Interruptible Maintenance Power must specify the kilowatt Capacity Required, as well as the beginning and the end of the Maintenance Power period.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

TYPES OF SUPPLY (Continued)

- (6) The Company shall not supply Maintenance Power in excess of the normal alternative generation for the billing period.
- (7) During any period that Firm Maintenance Power is made available, the Maintenance Power Agreement Capacity shall be the capacity of Firm Maintenance Power expressed in kilowatts that the Company agreed to deliver to the Customer during that period.
- (8) During any period that Interruptible Maintenance Power is used by the Customer, the Maintenance Power Agreement Capacity shall be the capacity expressed in kilowatts of Interruptible Maintenance Power specified in the Customer's written notice of Interruptible Maintenance Power use.

FIRM OR INTERRUPTIBLE STANDBY POWER is power made available by the Company for the Customer's use and which replaces the alternative generation capacity utilized by the Customer during an unscheduled outage of the alternative generation facilities. Beginning July 1, 2000, the Electric Supply Standby Power can also be obtained by the Customer from an alternative supplier.

It will be available from the Company under the following conditions:

- (1) The Customer must contract in advance for either Firm or Interruptible Standby Power, but not both, and an initial Standby Power Agreement Capacity must be specified by the Customer and approved by the Company before delivery of Standby Power.
- (2) Interruptible Standby Power will be available only to Customers who contract for at least 5,000 kW thereof.
- (3) Standby Power will not be provided for more than 20% of the hours in any twelve-month period. After those hours of Standby Power have been exhausted, any power supplied, unless determined by the Company to be Maintenance Power, will be billed to the Customer as Supplementary Power. If the Customer has not previously contracted for Supplementary Power, such Supplementary Power shall be billed as a temporary Service under General Service Rate Schedule "G".
- (4) The Customer shall be deemed to have used Standby Power for any demand interval during which: a) Maintenance Power was scheduled; and b) the demand created exceeds the sum of the then effective Maintenance Power Agreement Capacity and kilowatt portion of the Customer's Supplementary Power Demand.

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Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.



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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

## TYPES OF SUPPLY (Continued)

- (5) The three-month period beginning on the date the alternative generation facility first begins commercial operation or operates in parallel with the Company's facilities shall not be used in the determination of the number of Standby Power hours used by the Customer.
- (6) The Customer must notify the Company by telephone and send or deliver a follow-up notice in writing within one business day of the beginning of an unscheduled outage of the Customer's facilities requiring the use of Standby Power. Such notice shall specify the time the outage began, the cause of the outage, and its estimated duration. At the end of such an unscheduled outage, the Customer must notify the Company by telephone and send or deliver a notice in writing to the Company within one business day of the end of the outage. Such notice shall include the final determination of the outage cause and duration. The Company may require verification of the cause of the unscheduled outage.
- (7) If a Standby Power Billing Demand is established which is greater than the Standby Power Agreement Capacity, the Standby Power Agreement Capacity shall automatically be increased to that greater value.
- (8) The Company shall not provide Standby Power in excess of the normal alternative generation for the billing period.

In cases where the Customer has contracted with an alternative supplier, and the alternative supplier fails to deliver the Electric Supply components of Standby Service, the Company will provide this power and the defaulting supplier will pay the market price plus 7 mils to the Company.

## INTERRUPTIBLE POWER PROVISIONS

## Obligations

Interruptible Maintenance or Interruptible Standby Power shall be interrupted when, in the sole judgment of the Company, any production, transmission, or distribution limitations exist. During an interruption period, the Customer's total load must be reduced to no more than the sum of the firm capacity, if any, specified in the Electric Service Agreement under which Supplementary Power is provided plus the Firm Standby Power Agreement Capacity, if the Customer is using Firm Standby Power at the time, plus the Firm Maintenance Power Agreement Capacity, if any, which may be in effect at the time. The interruption period shall begin with the second full demand interval after commencement of an interruption by the Company and continue through the demand interval immediately preceding termination of that interruption.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

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Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

Penalty

The maximum by which the Customer's kilowatt demands exceed the sum of the Customer's firm capacities (i.e., the sum of the Customer's Supplementary, Maintenance, and Standby Firm capacities as applicable) during each interruption period shall be subject to a penalty charge. Only one such penalty shall be assessed per interruption period. The first time that the Customer is notified by the Company to interrupt Service and the Customer fails to reduce load to not more than the sum of its firm capacities, a penalty of \$10 per kilowatt shall be applied to those kilowatts in excess of firm capacities. Upon the second occurrence of such a failure to interrupt, a penalty of \$10 per kilowatt calculated as set forth above shall be applied and interruptible Service shall not be available to the Customer for the next two years. Upon the third occurrence of such a failure to interrupt, a \$10 per kilowatt penalty shall be applied and interruptible Service shall no longer be available to the Customer.

MONTHLY RATE

DISTRIBUTION CHARGE

FIXED DISTRIBUTION CHARGE

\$17.00 per month.

Demand Charges

Firm Standby Power

All kilowatts ..... \$1.105 per kilowatt

Interruptible Standby Power

All kilowatts ..... \$1.045 per kilowatt

Firm or Interruptible Maintenance Power

All kilowatts ..... \$1.031 per kilowatt

Reactive Kilovolt-Ampere Charge

Reactive kilovolt-ampere charge is applied to the Customer's reactive kilovolt-ampere capacity requirement in excess of 25% of the Customer's kilowatt capacity.

Billing reactive kilovolt-amperes ..... \$0.40 per reactive kilovolt-ampere

Energy Charge

All kilowatt-hours ..... \$0.00184 per kilowatt-hour

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued January 29, 2024

Effective March 1, 2024

Approved at Public Service Commission Administrative Meeting of February 21, 2024 in Case No. 9695.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

**TRANSMISSION CHARGES**

Demand Charge

Firm Standby Power

First block (0-100 kilowatts).....	\$0.349 per kilowatt
Second block (over 100 kilowatts).....	\$0.327 per kilowatt

Interruptible Standby Power

First block (0-100 kilowatts).....	\$0.332 per kilowatt
Second block (over 100 kilowatts).....	\$0.309 per kilowatt

Firm or Interruptible Maintenance Power

All kilowatts.....	\$0.309 per kilowatt
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Energy Charge

All kilowatt-hours.....	\$0.00055 per kilowatt-hour
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The Transmission Charges are based on PJM's Open Access Transmission Tariff which will change from time to time and is subject to FERC approval.

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

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Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

**ELECTRIC SUPPLY CHARGES**

HOURLY-PRICED LCS RIDER (See Page No. 22 of Potomac Edison (MD) Retail Tariff)

The Transmission and Electric Supply Charges apply only to Customers receiving Hourly-Priced LCS from the Company. These charges do not apply to Customers obtaining Competitive Power Supply.

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

**DETERMINATION OF DEMANDS**

("Normal alternative generation" as used below is defined above in Types of Supply.)

**Power Demands**

As a preliminary step to the determination of Billing Demands, the Customer's Power Demands shall be determined as specified below:

- (1) Supplementary Power Demand shall be determined as specified below for the billing period unless the applicable standard Rate Schedule requires that the determinations specified below be made using other periods. Any instantaneous operating peak provision of the applicable standard Rate Schedule shall be included.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

Power Demands (Continued)

The demand for each period shall be the highest of:

- (a) The maximum kilowatt demand created during the intervals in the period when no Maintenance Power or Standby Power is used, of if no such intervals exist in the period, the lesser of:
    - (i) the Supplementary Power Demand of the previous period; or
    - (ii) the maximum kilowatt demand created during the period;
  - (b) The maximum kilowatt demand created during the period less the normal alternative generation for the billing period; or
  - (c) The maximum by which a kilowatt demand created during the period exceeds the sum of the then effective Maintenance Power Agreement Capacity and the Standby Power Agreement Capacity being utilized.
- (2) Maintenance Power Demand shall be the maximum Maintenance Power Agreement Capacity for the billing period, regardless of whether it is for Firm or Interruptible Maintenance Power.
- (3) Standby Power Demand shall be either:
- (a) The Lesser of:
    - (i) The Standby Power Agreement Capacity, or
    - (ii) The maximum by which a kilowatt demand created during such intervals of the billing period when Standby Power is used exceeds the sum of the then effective kilowatt portion of the Supplementary Power Demand and Maintenance Power Agreement Capacity.
  - or
  - (b) For Customers who normally have no supplementary power requirements, the maximum kilowatt demand created during such intervals of the billing period when Standby Power is used.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Continued)**

Power Billing Demands (Continued)

- (1) Supplementary Power Billing Demand shall be the higher of:
  - (a) The Supplementary Power Demand (if multiple Supplementary Power Demands are required due to the applicable standard Rate Schedule, they shall be combined as specified by that Rate Schedule), or
  - (b) Any minimum demand provisions of the applicable standard Rate Schedule.
- (2) Maintenance Power Billing Demand shall be the Maintenance Power Demand.
- (3) Standby Power Billing Demand shall be the higher of:
  - (a) The Standby Power Demand, or
  - (b) 60% of the Standby Power Agreement Capacity.

Customer's Reactive Kilovolt-Ampere Demands

The Customer's maximum thirty-minute leading or lagging kilovolt-ampere demand shall be apportioned among the various types of Service utilized under this schedule in proportion to the Customer's kilowatt portion of Supplementary Power Demand, Maintenance Power Demand, and Standby Power Demand.

DETERMINATION OF ENERGY USE

- (1) Supplementary Energy Use shall be the lesser of:
  - (a) The average kilowatt demand during those portions of the billing period when no Maintenance Power or Standby Power is used, or the kilowatt portion of the Supplementary Power Demand if no demand intervals without the use of Maintenance or Standby Power exist in the billing period, multiplied by the quantity (total number of demand intervals in the billing period ÷ demand intervals per hour).
  - (b) The total kilowatt-hour use.

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**ALTERNATIVE GENERATION SCHEDULE**  
**SCHEDULE "AGS" (Concluded)**

- (2) Maintenance Energy Use and Standby Energy Use shall be determined by apportioning the total kilowatt-hour use less the Supplementary Energy Use in proportion to the products of the power demands and the number of hours that the Maintenance or Standby Power is used.

**FACILITIES**

Any facilities that are installed by the Company solely to provide Standby Power or Maintenance Power Service and which have not been included in the Customer's interconnection costs are installed at the Customer's expense. The Customer is responsible for the total cost of construction plus a monthly maintenance charge for those facilities. Any facilities, including relays and their settings, installed by Customer for the purpose of connecting to the Company must be specifically approved by the Company prior to the connection being made and must be subject to the Company's continuing approval.

**DATA**

The Customer shall furnish such detailed load data and data on outages as the Company shall, from time to time, require, together with such supporting documentation as the Company shall request, in order for the Company to collect data and prepare reports as may be required.

**TERM**

Not less than one year.

**GENERAL**

Service supplied is subject to the Rules and Regulations Covering the Supply of Electric Service and the "Customer Guide for Electric Service-Maryland".

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**GENERATION STATION POWER  
SCHEDULE "SP"**

**AVAILABILITY**

Available to electric generation stations which are owned and/or operated by a qualified member of PJM who are unable to supply station power from other generation stations within PJM. Electric service must be supplied at one point of delivery and the Customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

**MONTHLY BILLING**

During any PJM billing period in which the Customer's net generation output is negative, the Customer shall pay the Company a charge based upon all Company Charges for Schedule "G" inclusive of Default Electricity Supply Service. During any PJM billing period in which the Customer's net generation output is positive:

1. Customers receiveing metered Service over 100 kilovolts shall pay the Company the Fixed Distribution Charge in accordance with Schedule "G".
2. Customers receiving metered Service under 100 kilovolts shall pay the Company the Fixed Distribution Charge in accordance with Schedule "G" along with the Distribution Charge portion of Schedule "G" kilowatt demand ratchets during the periods that such ratches are applicable.

Net generation output is positive when the Customer generates and delivers more power to the Company's electric system than it consumes from the electric system, as measured by the revenue meters.

Net generation output is negative when the Customer consumes more power from the Company's electric system than it generates and delivers to the electric system, as measured by the revenue meters.

**ELECTRIC SERVICE AGREEMENT**

Electric service hereunder shall be furnished in accordance with an Electric Service Agreement in accordance with the provisions of Schedule "G".

**LATE PAYMENT CHARGE**

Applies to this schedule as set forth in Company Rule No. 12 of this tariff.

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ISSUED BY K. JON TAYLOR, SENIOR VICE PRESIDENT

Issued October 23, 2023

Effective October 19, 2023

Issued under Order No. 90847 dated October 18, 2023 in Case No. 9695.



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**HOURLY-PRICED LCS RIDER****AVAILABILITY**

This Rider is available beginning January 1, 2005 to non-residential Customers not eligible for Type I SOS or Type II SOS. This Rider is not applicable to any Customer receiving Competitive Power Supply.

**DESCRIPTION**

This Rider provides Hourly-Priced LCS from the Company under the applicable Rate Schedule. Distribution Charges, Transmission Charges and all applicable surcharges continue to apply.

**MONTHLY RATE**

The retail price for Hourly-Priced LCS calculated monthly will consist of the sum of the following components:

- (1) The PJM hourly integrated real time locational marginal price for energy at the APS Zone, or its successor;
- (2) Charges associated with the PJM capacity obligation, including any penalties or deficiency charges and fees accruing for the capacity obligation;
- (3) FERC-approved ancillary Services, administrative, energy losses, and any other FERC-approved or PJM charges and costs incurred by the Company directly related to the Hourly-Priced LCS load obligation;
- (4) An administrative charge between \$0.00225 and \$0.00300 per kilowatt-hour;
- (5) Applicable taxes; and
- (6) Any other price element directly related to the Hourly-Priced LCS load obligation and approved by the Commission.

**TERM**

Month to month basis.

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**HOURLY-PRICED LCS RIDER (Concluded)**

**SPECIAL CONDITIONS**

Beginning January 1, 2006, all Customers taking Service on Type III LCS will automatically be switched to Hourly-Priced LCS.

**GENERAL**

Service supplied is subject to the Company's Rules and Regulations Covering the Supply of Electric Service.

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**COMPETITIVE METERING & BILLING SERVICE RIDER**

Subject to operating constraints, competitive metering for commercial and industrial Customers over 300 kW shall be available as of January 1, 2001 and for all other Customers as of April 1, 2002 in accordance with the terms of the Restructuring Legislation.

<u>Rate Schedule</u>	<u>Metering Credit/month</u>		<u>Billing Credit/month</u>
R	Basic watthour meter	\$2.35	\$0.90
C	Basic watthour meter	\$2.35	\$1.19
	Demand meter	\$11.61	
G	Basic watthour meter	\$2.35	\$1.19
	Demand meter	\$11.61	
C-A	Basic watthour meter	\$2.35	\$1.19
	Demand meter	\$11.61	
CSH	Basic watthour meter	\$2.35	\$1.19
	Demand meter	\$11.61	
PH	Demand meter	\$11.61	\$3.48
	Recording time-of-use meter (up to 15 kV)	\$224.21	
	Recording time-of-use meter (over 15 kV)	\$429.14	
PP	Recording time-of-use meter	\$429.14	\$21.61
ST LIGHTING	Unmetered		\$0.88
Hag & Fred	Basic watthour meter	\$2.35	\$1.19
AGS	Demand meter	\$11.61	\$3.48
	Recording time-of-use meter (up to 15 kV)	\$224.21	
	Recording time-of-use meter (over 15kV)	\$429.14	
PQ	Unmetered		\$0.88

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ISSUED BY SAMUEL L. BELCHER, PRESIDENT

Issued March 25, 2019

Effective March 23, 2019

Issued under Order No. 89072 dated March 22, 2019 in Case No. 9490.

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**METER OWNERSHIP RIDER****AVAILABILITY**

This Rider is available to any Customer with monthly billing demands of 300 kW or above.

**METER OWNERSHIP**

Customers shall have the option to purchase Advanced Metering. Upon Customer consent, a Customer's Electricity Supplier, as defined by the Public Utility Companies §1-101(j) of the Maryland Code, shall also have the option to purchase Advance Metering on behalf of the Customer. Advanced Metering owned by either the Customer or the Customer's Electricity Supplier shall be classified as Customer-owned Advanced Metering. Customer-owned Advanced Metering shall be limited to ownership of the meter. Ownership of supplemental components, including but not limited meter cabinets, test switches, current transformers, potential transformers and associated wiring connections, shall remain with the Company.

The Customer shall pay all costs associated with the removal and testing of any existing electric metering equipment, and the installation and testing of the Customer-owned Advanced Metering equipment. In the event a Customer-owned Advanced Meter fails, the Customer or their Electricity Supplier shall supply the Company an equivalent Advanced Meter within 48 hours after notification of the Customer by the Company. Failure to supply an equivalent Customer-owned Advanced Meter within this timeframe will result in the Company installing a Company-owned Advanced Meter. The Customer shall be charged \$190.00 for each occurrence the Company installs a Customer-owned or Company-owned Advanced Meter.

The Customer shall also pay all incremental costs of Advanced Metering Services above those charges that the Company has included in its tariffs for standard metering. Additional Services requested by the Customer and approved by the Company will be provided at charges as provided by the Company.

Advanced Metering may be purchased directly from the Company or from the Company's meter vendor. In the event Advanced Metering is purchased directly from the Company, the cost will be determined on a case-by-case basis.

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**METER OWNERSHIP RIDER (Concluded)****LIMITATIONS ON METERS ALLOWED**

Advanced Metering and associated telemetering equipment must be compatible with the Company's protocols and standards to ensure meter reading, meter data interval collection and billing system compatibility. Additionally, Advanced Metering must meet generally accepted accuracy and reliability standards for interval recording metering, including but not limited to ANSI C12 and the Code of Maryland Regulations. All Advanced Metering shall be sealed and locked between calibrations and each party shall have the right to be present during a calibration of the Advanced Metering. The Company will maintain a list of equipment that meets its protocols and standards and will be available to the Customer upon request.

Customers may request additional equipment to be added to the list and the Customer and Company will work together in good faith to evaluate whether the additional equipment is compatible with the Company's protocols and standards. The Customer shall be responsible for all costs for the Company to evaluate the compatibility of such additional equipment, as well as any additional costs associated with the implementation and maintenance of such equipment. Any dispute arising under this section that cannot be resolved between the parties shall be taken to the Commission for resolution.

**GENERAL**

Advanced Metering will be used for determining loads starting with the first meter-read date following the installation. All Advanced Metering shall be installed by the Company and shall be used for billing, capacity obligation determination, transmission obligation determination and energy reconciliation. The Company shall continue to provide all metering Services which include, but are not limited to, maintenance, testing, reading, reporting, data maintenance, data validation and data estimation. All Advanced Metering used for billing will be maintained and tested by the Company in accordance with applicable Commission Orders, Rules and Regulations.

The information contained in the Competitive Metering & Billing Service Rider is not applicable to the terms and conditions of this Rider, in accordance with Commission Order No. 77411 dated December 11, 2001 in Case No. 8738.

A confirmation letter detailing the conditions of Service shall be executed, when appropriate, between the Customer and the Company.

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**TAX RECOVERY RIDER**

Contributions in aid of construction (CIAC) made by a Customer or Applicant for facilities provided for Service and classified as taxable income by the Company shall be subject to gross-up for federal and state income taxes that are imposed on the Company. The Company shall file with the Commission notification of any change to the Tax Recovery Rider factor.

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**NET ENERGY METERING RIDER****AVAILABILITY**

This Rider is available to all Customers who own and operate a biomass, solar, fuel cell, wind, or closed conduit hydro electrical generating facility that has a capacity of not more than 2,000 kilowatts or a micro combined heat and power electric generating facility not exceeding 30 kilowatts, where such generating facility is connected for parallel operation with the Service of the Company, and where such generating facility is located on the Customer's premises or contiguous property and is intended to offset part or all of the Customer's electrical requirements.

Terms and conditions for net excess generation by the Customer to the Company are included herein for reference only. The Customer may alternatively select other options to operate in parallel and sell power under terms of the Company's Schedule "CO-G".

In accordance with the Annotated Code of Maryland, Public Utility Companies, Section 7-306, Net energy metering, this Rider will be available to eligible Customers on a first-come, first-served basis until the rated generating capacity owned and operated by eligible Customers in the State reaches 1,500 MW.

**RATES**

A Customer receiving Service under this Rider is subject to the identical energy, capacity, and reactive charges, rate structure, and monthly charges and minimum charges that would be assigned if the Customer were not an eligible customer-generator.

This Rider provides no adjustment to the demand billing determinant or capacity charge that a Customer eligible for Service under this Rider may be subject to.

The Company shall provide metering that is capable of measuring the flow of electricity in two directions at no additional cost to Customers qualified to receive Service under this Rider. The Customer shall pay the differential cost between any additional metering requested and the metering normally provided by the Company to Customers who do not receive Service under this Rider. An eligible Customer-generator or the eligible Customer-generator assignee shall own and have title to all renewable energy attributes or renewable energy credits associated with any electricity produced by its electric generating system.

The Customer shall pay for any changes to the Company's distribution system made necessary by the connection of the Customer's equipment. This work will be performed by the Company at the Customer's expense and in the case of new facilities will include only the differential cost between those facilities required to serve the Customer-generator and a non-generating Customer.

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**NET ENERGY METERING RIDER (Continued)****SPECIAL CONDITIONS**

1. **Net Energy:** Net Energy is the energy supplied by the Company minus the energy generated by the Customer, during a billing period, where, the energy generated by the Customer is that energy fed back into the Company's system at such times as Customer generation exceeds Customer requirements. Only if net energy is positive shall net energy charges be applied at the rates specified above except that the minimum charge will be applied in any case. If the calculation of net energy yields a negative result, all such negative net energy shall be considered Net Excess Generation and shall be treated as stated in Special Condition No. 3 below. The components of net energy shall be determined by the use of metering capable of measuring the flow of electricity in two directions, to be provided by the Company at the same charge an eligible Customer would pay for a standard meter.
2. **Net Excess Generation:** Net Excess Generation occurs when the cumulative value of energy generated by the Customer exceeds the cumulative value of energy generated and supplied to the Customer by the Company during an entire billing period and is the amount by which the energy generated by the Customer and fed back into the Company's system exceeds the energy generated and supplied by the Company resulting in a negative kilowatt-hour reading at the end of the billing period. If electricity generated by the Customer exceeds the electricity supplied by the Company, the Customer shall be required to pay only Customer charges and minimum charges for that month, as required by the Rate Schedule under which the Customer is receiving Service.
3. **Billing and Billing Periods:** The billing period to be used under this tariff shall be the customary billing period for ordinary residential or general Service Rate Schedules. In any billing period where the energy generated and supplied by the Company exceeds the energy generated by the Customer, the Company will bill the Customer for the Net Energy consumed per the terms of the Rate Schedule. In billing periods where the energy generated by the Customer exceeds the energy generated and supplied to the Customer by the Company, the Customer is required to pay only the Customer charges and minimums that the Customer would have otherwise paid under the applicable residential or general Service Rate Schedule.
4. **Net Excess Generation will be carried forward in either of two methods, as determined by the Customer. Eligible Customers must notify the Company by indicating on the Interconnection Application or by indicating on a form accepted by the Commission. A Customer may designate a third party to submit an accrual election form on their behalf. If a selection is not made, the Customer will be defaulted to the Twelve-Month Period Method. Customers receiving service under this Rider may opt to change method for Net Excess Generation accumulation only by contacting the Company and may not switch methods more than once in a calendar year. to switch to the Indefinite Period Method**
  - a. **Twelve-Month Period:** Using this Method, Net Excess Generation will be carried forward until the Customer's consumption of electricity from the grid eliminates the Net Excess Generation or the 12 month accrual period expires. The dollar value of Net Excess Generation shall be equal to the generation or commodity portion of the rate that the Customer would have been charged by the Company averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April multiplied by the kilowatt-hours of Net Excess Generation. For Customers served by an Electricity Supplier, the dollar value of the Net Excess Generation shall be equal to the generation or commodity rate that the Customer would have been charged by the Electricity Supplier multiplied by the kilowatt-hours of Net Excess Generation. Customers served by an Electricity Supplier are responsible for providing to the Company the commodity rate that would have been charged by the Electricity Supplier. Within 30 days after the billing cycle that is complete immediately prior to the end of April of each year, the Company shall pay each eligible Customer-

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**NET ENERGY METERING RIDER (Continued)**

generator for the dollar value of any accrued Net Excess Generation remaining at the end of the previous 12 month period. Within 15 days that a Customer-generator closes their account, the Company shall pay the Customer-generator for the dollar value of any accrued Net Excess Generation remaining at the time of the account closing.

- b. Indefinite Period: Using this Method, Net Excess Generation will be carried forward indefinitely regardless of whether the Customer previously accrued Net Excess Generation for a period authorized under the Twelve-Month Period Method. The dollar value of Net Excess Generation shall be equal to the generation or commodity portion of the rate that the Customer would have been charged by the Company averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of account closing multiplied by the kilowatt-hours of Net Excess Generation. For Customers served by an Electricity Supplier, the dollar value of the Net Excess Generation shall be equal to the generation or commodity rate that the Customer would have been charged by the Electricity Supplier multiplied by the kilowatt-hours of Net Excess Generation. Customers served by an Electricity Supplier are responsible for providing to the Company the commodity rate that would have been charged by the Electricity Supplier. Within 15 days that a Customer-generator closes their account, the Company shall pay the Customer-generator for the dollar value of any accrued Net Excess Generation remaining at the time of the account closing.
5. Meter Accuracy: The metering supplied by the Company under this tariff shall be accurate to within  $\pm 5\%$  when registering in reverse, that is during those times when the energy generated by the Customer is greater than the energy generated by the Company. When the energy generated and supplied to the Customer by the Company is greater than the energy generated by the Customer, the meter must retain the ability to register consumption within the accuracy tolerances as specified in the applicable sections of the Annotated Code of Maryland and the Code of Maryland Regulations.
  6. Safety and Reliability: The design and installation of the Customer's generation must comply with all applicable laws and regulations and shall meet all applicable safety and performance standards established by the National Electric Code, The Institute of Electrical and Electronics Engineers and Underwriters Laboratory.
    - a. The Customer assumes sole responsibility to design and install its system for protection against faults or disturbances on the Company's system.
    - b. The Company shall have the right to inspect all the facilities and their operation, and to test all protective equipment, at any time that this Rider is in effect.
    - c. Customer generation must operate in parallel with Company generation. Customer must provide synchronizing equipment which will automatically isolate the Customer generation from the Company's system if the Company's circuit becomes de-energized or if the Customer should lose synchronization.
    - d. Parallel operation must cease immediately and automatically during electrical outages and other emergency or abnormal conditions as specified by the Company, or when maintenance on Company facilities is being performed and safety considerations require the de-energizing of the Customer. The Company is not liable for and accepts no responsibility whatsoever for any loss, cost, expense, damage or injury to any person or property resulting from the use or presence of electric current or voltage which originates from a Customer's generation facilities, or is caused by failure of the Customer to operate in compliance with Company requirements.
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**NET ENERGY METERING RIDER (Concluded)**

- e. The Company may disconnect from the Customer's facilities in order that the Company can (1) construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its system; or (2) if the Company determines the curtailment, interruption or reduction of deliveries of energy or energy and capacity is necessary because of technical system emergencies including forced outages and operating conditions on its system, or as otherwise required by prudent electrical practices.
- 7. **Periods During Which Purchases Are Not Required:** The Company will not be required to receive energy or capacity during an electrical emergency or during periods of maintenance when safety considerations would require the de-energizing of facilities. Whenever possible the Company will notify the Customer by telephone, followed by written confirmation, of such circumstances.
- 8. **General:**
  - a. The Customer is solely responsible for the proper installation, operation, and maintenance of any equipment used, all costs, expense, pecuniary or other loss which may arise directly or indirectly from any act or omission of the Customer, its agents, servants, or employees.
  - b. Maintenance and operation of the generator and associated equipment will be the responsibility of the Customer.
  - c. Failure of the Customer to comply with any of the Company's provisions or requirements shall result in immediate disconnection from the Company's system and the Company will be under no obligation to reconnect the Customer's Service until, in the sole opinion of the Company, the Customer does comply.

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**NET ENERGY METERING VIRTUAL METER AGGREGATION SERVICE****AVAILABILITY**

Available to any Customer who qualifies for Service under the Net Energy Metering Rider of this tariff and where the eligible Customer-generator:

1. uses electrical Service for
  - a. agriculture; or
  - b. a non-profit organization; or
  - c. a municipal or county government or its affiliated organizations; or
  - d. a unit of state government; or
  - e. a public service higher education institution; and
2. has additional non-generating Customer meters (accounts) in the same name as the Customer-generator and
3. has a generating facility that produces no more than 200% of the total Baseline Annual Usage of the meters to be aggregated, where Baseline Annual Usage is the total kilowatt-hours recorded in the twelve months immediately preceding the start of the Customer's participation in Net Energy Metering Virtual Meter Aggregation. Baseline Annual Usage will be estimated based on a methodology that is mutually agreeable between the Company and the Customer in the event there is less than twelve months of historical meter data available.

**SPECIAL CONDITIONS**

1. Eligible Customer-generator shall provide a list of accounts to be aggregated. Accounts with the highest Baseline Annual Usage shall be considered for aggregation first; however, the Company shall consider a Customer-generator request for an alternative sequence of accounts which does not result in unreasonable additional administrative burden as determined by the Company. Once the Baseline Annual Usage of the accounts to be aggregated exceeds 110% of the expected annual Net Excess Generation of the Customer-generator account, no additional accounts shall be aggregated. The Company shall review the list of aggregated accounts annually for this condition and accounts may be added to or removed from the aggregation list as a result of the review. The Company shall complete one additional review annually upon sixty-day notice of request by the Customer-generator. All aggregated accounts must be established under the same legal entity as the Customer-generator account.
2. All aggregated accounts must be within two subsequent meter reading cycles of the Customer-generator account, or, to change reading cycles, the Customer-generator may request the installation of a meter with remote interrogation capability at the Customer-generator account or at one or more of the non-generating accounts in accordance with Rule 10(i) of this tariff.
3. Net Excess Generation produced by the Customer-generator account, if any, will be applied each month as credit to the energy usage of the aggregated non-generator accounts in order of meter reading cycle sequence .
4. Accounts participating in Net Energy Metering Virtual Meter Aggregation cannot participate in summary billing.
5. The Company will consider new dedicated Service connections for generators directly connected to its distribution system. Such dedicated Service connections will be considered in lieu of upgrades, when cost efficiencies will be achieved, or when step-ups/step-downs will be avoided by doing so. The direct connect generator must be located on the same or contiguous property as at least one of the Customer's aggregated accounts.
6. Within sixty days after the date the Customer closes the account, the Company shall pay the Customer for the dollar value of any accrued Excess Generation remaining at the time the account is closed.

All other provisions of the Net Energy Metering Rider shall apply.

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM****AVAILABILITY**

Available to all Customers until December 31, 2024. In addition to the requirements set herein, all participants in this Pilot Program are subject to the regulations as stated in Code of Maryland Regulations (COMAR) Title 20, Subtitle 62, Community Solar Energy Generation Systems, and Public Utilities Article, §§7-306.1 and 7-306.2. The Company shall continue to serve a Subscriber Organization that was established during the Pilot Program for a period of 25 years after the Pilot Program has ended.

Subject to Pilot Program Capacity Limitations, as set forth below, the Company will accept applications to participate in the Pilot Program and administer the Pilot Program's queue for the duration of the Pilot Program. The Company shall make best efforts to begin each program year within twelve (12) months of the start date for the previous year, with the exception of program Year 6. The Company shall make best efforts to begin program Year 6 within eighteen (18) months after the beginning of program Year 4. The following table sets forth the annual capacity limits under the Pilot Program for the Company. Updates to the status of the Company's Pilot Program's queue and capacity limits can be found at [www.firstenergycorp.com](http://www.firstenergycorp.com).

Pilot Program Capacity Limitations (megawatts)				
	Category			
	Small, Brownfield and Other	Open	Low and Moderate Income	<= 50 kW
Year 1	3.05	4.07	3.05	0.00
Year 2	3.05	4.07	3.05	0.00
Year 3	1.53	2.04	1.53	0.00
Year 4	1.78	2.38	1.78	0.85
Year 5	4.08	5.42	4.08	0.00
Year 6	4.58	6.10	4.58	0.00
Year 7	4.83	6.45	4.83	0.00

Acceptance of a Community Solar Energy Generating System (CSEGS) into the Small Brownfield and Other, Open, or Low and Moderate Income (LMI) Categories will be in accordance with definitions and procedures set forth in COMAR Section 20.62. Participation in the Pilot Program for existing systems will also be limited as set forth in COMAR Section 20.62. Existing systems are generators granted permission to operate before May 15, 2016.

**SUBSCRIBER**

A Subscriber is a Customer that has subscribed with a Subscriber Organization for a portion of the kilowatt-hour output produced by a CSEGS. A Customer may subscribe to more than one subscription from more than one Subscriber Organization and may also participate in the Company's Net Energy Metering Rider. A Customer may only subscribe to a CSEGS that is located in the same electric Service territory as the Customer.

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**

A Subscriber receiving Service under this Pilot Program is subject to the identical energy, capacity, and reactive charges, rate structure, and monthly charges and minimum charges that would be assigned if the Customer were not subscribed to the kilowatt-hour output of a CSEGS. This Pilot Program provides no adjustment to the demand billing determinant or capacity charge that a Customer eligible for Service under this Pilot Program may be subject to.

A Subscriber's billing period shall be the customary billing period for Service provided under the Customer's applicable Rate Schedule and meter reading cycle.

The Company will apply a subscription credit to each Subscriber's bill as either a reduction in metered kilowatt-hour use or a dollar credit to the Subscriber's billed amount. The Company's choice of subscription credit methodology shall be the same for all Subscribers to a CSEGS project.

**Reduction in Metered Kilowatt-Hours**

A Subscriber will receive a reduction in metered kilowatt-hours for their subscribed percentage of the monthly kilowatt-hour output of the CSEGS as provided to the Company by the Subscriber Organization. The reduction in metered kilowatt-hours during each billing period will result in Net Energy Consumed or Net Excess Generation.

Net Energy Consumed is the amount of kilowatt-hour energy supplied by the Company that exceeds the cumulative value of kilowatt-hour energy subscribed to by the Customer and, if applicable, provided by the Customer under the Net Energy Metering Rider. In any billing period where Net Energy Consumed occurs, the Company will bill the Subscriber for Net Energy Consumed and any applicable fixed Customer charges, capacity and reactive charges, and minimum charges for that month, as required by this Tariff and the Rate Schedule under which the Customer is receiving Service.

Net Excess Generation is the amount of the cumulative value of kilowatt-hour energy subscribed to by the Customer and, if applicable, provided by the Customer under the Net Energy Metering Rider that exceeds the kilowatt-hour energy supplied by the Company. In any billing period where Net Excess Generation occurs, the Subscriber shall be required to pay only applicable fixed Customer charges, capacity and reactive charges, and minimum charges for that month, as required by this Tariff and the Rate Schedule under which the Customer is receiving Service. Net Excess Generation will be carried forward in either of two methods, as determined by the Customer. Eligible Customers will default to the 12-month Method and must notify the Company on the [firstenergycorp.com](http://firstenergycorp.com) website or by indicating on a form accepted by the Commission. A Customer may designate a third party to submit an accrual election form on their behalf. Customers receiving service under this Rider may opt to change method for Net Excess Generation accumulation only by contacting the Company and may not switch methods more than once in a calendar year.

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**

- a. Twelve-Month Period: Using this method, Net Excess Generation will be carried forward until the Subscriber's consumption of electricity from the grid eliminates the Net Excess Generation or the 12 month accrual period expires. Within 30 days after the billing cycle that is complete immediately prior to the month of April of each year, the Company shall pay each Subscriber for the dollar value of any accrued Net Excess Generation remaining at the end of the previous 12-month accrual period. The dollar value of Net Excess Generation shall be equal to the Standard Offer Service kilowatt-hour rate charged by the Company ending with the billing cycle that is complete immediately prior to the month of April multiplied by the kilowatt-hours of Net Excess Generation. If the Subscriber is with an Electricity Supplier, the dollar value of the Net Excess Generation shall be equal to the lesser of the Subscriber's Electricity Supplier kilowatt-hour rate (where available through a Commission approved predefined and standardized electronic process across all Maryland utilities) or the Standard Offer Service kilowatt-hour rate that would have been charged by the Company ending with the billing cycle that is complete immediately prior to the month of April multiplied by the kilowatt-hours of Net Excess Generation. If the Electricity Supplier kilowatt-hour rate is unavailable, the applicable Standard Offer Service kilowatt-hour rate will be used. For Customers participating in both the Pilot Program and the Net Energy Metering Rider, payment of Net Excess Generation shall be in accordance with the Pilot Program terms contained herein.
- b. Indefinite Period: Using this Method, Net Excess Generation will be carried forward indefinitely regardless of whether the Subscriber previously accrued Net Excess Generation for a period authorized under the Twelve-Month Period Method. Within 15 days that a Subscriber closes their account, the Company shall pay the Subscriber for accrued Net Excess Generation remaining at the time of the account closing. The dollar value of Net Excess Generation shall be equal to the Standard Offer Service kilowatt-hour rate charged by the Company ending with the billing cycle that is complete immediately prior to the month of account closing multiplied by the kilowatt-hours of Net Excess Generation. If the Subscriber is with an Electricity Supplier, the dollar value of the Net Excess Generation shall be equal to the lesser of the Subscriber's Electricity Supplier kilowatt-hour rate (where available through a Commission approved predefined and standardized electronic process across all Maryland utilities) or the Standard Offer Service kilowatt-hour rate that would have been charged by the Company ending with the billing cycle that is complete immediately prior to the month of account closing multiplied by the kilowatt-hours of Net Excess Generation. If the Electricity Supplier kilowatt-hour rate is unavailable, the applicable Standard Offer Service kilowatt-hour rate will be used. For Customers participating in both the Pilot Program and the Net Energy Metering Rider, payment of Net Excess Generation shall be in accordance with the Pilot Program terms contained herein.

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**Dollar Credit

A Subscriber will receive a bill credit for their subscribed percentage of the monthly kilowatt-hour output of the CSEGS as provided to the Company by the Subscriber Organization. The monthly dollar credit on the Subscriber's bill will be the equivalent of their subscription percentage of the CSEGS monthly kilowatt-hour generation amount applied to all kilowatt-hour charges on the Subscriber's bill. The Subscriber's bill credit will be used to offset the Subscriber's total bill. If the Subscriber is with an Electricity Supplier, the monthly dollar credit on their bill will be the equivalent of their subscription allocation of the CSEGS monthly kilowatt-hour generation amount applied to all kilowatt-hour charges and their Electricity Supplier kilowatt-hour rate, where available through a Commission approved predefined and standardized electronic process across all Maryland utilities. If the Electricity Supplier kilowatt-hour rate is unavailable, or the Subscriber has not chosen an Electricity Supplier, the applicable Standard Offer Service kilowatt-hour rate will be used.

For a Customer that selects the Twelve-Month Period method of Net Excess Generation accumulation within 30 days after the billing cycle that is complete immediately prior to the month of April of each year, the Company will apply to the bill of each eligible Subscriber a true-up for any excess generation. The Subscriber's bill shall be reasonably adjusted to exclude the distribution, transmission, and noncommodity portion of the Subscriber's bill for the excess generation amount. This could result in a one-time adjustment to a Subscriber's bill if the Subscriber has been overcompensated for excess generation throughout the year. For Customers participating in both the Pilot Program and the Net Energy Metering Rider, payment of the excess generation amount shall be in accordance with the Pilot Program terms contained herein.

**SUBSCRIBER ORGANIZATION**

A Subscriber Organization is the body responsible for maintaining Subscribers and providing the Subscriber List to the Company for billing. A Subscriber Organization must be a Customer of any available Company Rate Schedule and must be the name on the account for the CSEGS with the Company. A CSEGS must be located in the Company's Service territory and may not exceed five (5) megawatts (MW) in alternating current rated capacity of the system's inverter. A CSEGS of 500 kW or greater may not be located on the same or contiguous parcel of property as another CSEGS of 500 kW or greater owned by the same Subscriber Organization or its affiliate unless constructed on one of the following: a building rooftop or parking structure; over a parking lot or roadway; in a platted industrial park; or two (2) or more projects, each up to two (2) MW in size comprising no more than six (6) MW constructed on a Brownfield.

A Subscriber Organization may employ the use of a Subscription Coordinator. A Subscription Coordinator is a person that markets CSEGS projects or related services under its own brand name, performs administrative actions to connect or enroll Customers with CSEGS projects or allocates subscriptions, or manages interactions between a Subscriber Organization and the Company relating to Subscribers.

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**

A Subscriber Organization is subject to all Tariff provisions applicable under the Rate Schedule they are served. Rate Schedule and demand are determined based on the capacity of the CSEGS. The Company at its sole discretion shall determine whether the CSEGS must be placed on a Service voltage greater than one (1) kV. Metering for a CSEGS will be divided into an input and an output channel. All usage on the input channel will be billed in accordance with the applicable Rate Schedule of the CSEGS. All kilowatt-hour generation on the output channel will be used in the calculation of the Subscriber credits and Unsubscribed Energy. The Company reserves the right to require the CSEGS facility to be moved to a specific bill cycle in order to facilitate efficient credit calculation.

Prior to applying for an Interconnection Agreement for this Pilot Program, a Subscriber Organization must first be granted permission to participate in this Pilot Program by the Commission and have received a Subscriber Organization Identification Number from the Commission. Once the Subscriber Organization has an Identification Number, they must apply to the Company for an Interconnection Agreement for each CSEGS project under COMAR 20.50.09, indicating a request to participate in the Pilot Program. A Subscriber Organization shall make each interconnection application separately. Interconnection Agreement applications will be processed in the order in which the completed applications are received, according to the date and time stamp of the electronic submission. Where two (2) or more projects are applying for interconnection at the same location, interconnection rights will be allocated in the order the applications are received. Projects requiring construction on the part of the Company will be processed under a Level 4 Study Review under COMAR 20.50.09. A Subscriber Organization is responsible for all interconnection costs.

A Subscriber Organization must provide the Company an executed Interconnection Agreement, in conjunction with a Pilot Program Application. An executed Interconnection Agreement shall mean an Interconnection Agreement with preliminary approval from the Company. A Subscriber Organization shall make each Pilot Program Application separately. Pilot Program Applications will be processed in the order in which they are received, according to the date and time stamp of the electronic submission. The Company will notify the Subscriber Organization of receipt of the Pilot Program Application and whether the Pilot Program Application is complete within five (5) business days. A Subscriber Organization receiving notice of an incomplete Pilot Program Application shall revise and resubmit within ten (10) business days of receiving the notice.

Once the Company has reserved sufficient Pilot Program Category capacity, the Category will be closed. If a Subscriber Organization's Pilot Program Application exceeds the available Pilot Program Capacity Limitation or the Category is otherwise complete, the Pilot Program Application shall be placed on a waiting list in order of electronic receipt for the year and Category for which the Pilot Program Application was made. If a Subscriber Organization applies to add a project to a Category after the Company has awarded all available capacity in that Category, the Company shall place the Pilot Program Application on a waitlist for the Category in the order in which the application was received. In years four (4) through seven (7) of the Pilot Program, the Company shall first award Pilot Program Applications in each Category from the waitlist for that Category before awarding capacity to new Pilot Program Applications. A Subscriber Organization may not change the Category of a project on the waitlist. The Company shall

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**

remove a project from a Category waitlist upon request of the Subscriber Organization. A Subscriber Organization may re-apply to a different category after the Company has removed a project from a Category waitlist. Wait-listing of one Pilot Program Application does not preclude the Company from accepting a smaller Pilot Program Application received after the wait-listed Pilot Program Application. The Company will fill the Category capacity for subsequent program years starting with the waiting list. Available Pilot Program capacity can be found on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com). A CSEGS Identification Number will be assigned by the Company and capacity in the Pilot Program queue will be reserved for the Subscriber Organization's specific CSEGS upon approval by the Company of a Pilot Program Application.

If a Subscriber Organization raises a dispute with the Company or the Commission regarding the processing of its Interconnection Application or its Pilot Program Application, the Company will not set aside capacity for the CSEGS during the pendency of the investigation of the dispute.

Pilot Program Applications will only be accepted in electronic format as defined by the Company. In order to apply for capacity in the Company's Pilot Program queue, a Subscriber Organization shall provide the following information for each CSEGS in the Pilot Program Application:

- 1) An executed Interconnection Agreement, an electronic receipt of an Interconnection Agreement partially executed by the Applicant or conditional approval to interconnect a CSEGS from the Company;
  - 2) Proof of application for all applicable permits;
    - a) A receipt confirming the filing fee from a local jurisdiction demonstrating application for at least one of the following permits: 1) a Site Plan Review Application; 2) a Zoning Conditional Use Application; 3) a Zoning Variance Application; 4) a Zoning Certificate of Use Application; 5) a Special Exception Application; 6) a Board of Appeals Hearing Application; or 7) a Building Permit Application. If one of the previous is not available due to preliminary action required by the jurisdiction, the Subscriber Organization may provide a receipt confirming completion of the preliminary action in lieu of one of the permits listed above. If a Subscriber Organization is unable to provide confirmation of the required permit within 120 days of application, the Company may rescind the award of project capacity.
  - 3) Proof of site control, evidenced by:
    - a) Evidence of property ownership;
    - b) An executed lease agreement; or
    - c) A signed option to purchase or lease
  - 4) Selection of one of the following project Categories, as defined in COMAR 20.62:
    - a) Small, Brownfield and Other;
    - b) Open;
    - c) LMI; or
    - d) 50 kW or less (Years 4 through 7 only)
  - 5) Evidence of Brownfield status, if applicable;
    - a) Amount of Pilot Program capacity the CSEGS project requests, as measured by the sum of the nameplate capacity of the project inverter.
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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Continued)**

If a CSEGS project fails to begin operating within twenty-four (24) months of submission of a completed Pilot Program Application, it shall be removed from the queue unless the Subscriber Organization pays \$50 per kW, which will maintain its spot in the queue for up to twelve (12) additional months. CSEGS projects in the LMI Category are exempt from queue deposits. A CSEGS project may lose its place in the queue if the Subscriber Organization does not complete any item required. The Company will notify a Subscriber Organization prior to removal from the queue. A Subscriber Organization must maintain all data and information as prescribed in COMAR 20.62.

A Subscriber Organization shall maintain a minimum average subscription size of two (2) kW per Subscriber, must have at least two (2) Subscribers per CSEGS project, and subscriptions larger than 200 kW cannot constitute more than sixty percent (60%) of a CSEGS project's total subscriptions. The Subscriber Organization will certify in the Pilot Program Application each Subscriber's LMI eligibility, if relevant to the CSEGS project. The Subscriber Organization will certify in the Pilot Program Application that each Subscriber authorizes the Company to release that Customer's account information as necessary to ensure compliance with regulatory requirements. The above certifications shall be updated as necessary by the Subscriber Organization in the Subscription Lists provided to the Company.

A Subscriber Organization must provide the following Subscriber List requirements set forth by the Company, with electronic data for each CSEGS project indicating the proportion of a CSEGS output that shall be applied to each Subscriber's bill including:

- 1) Date of submission
- 2) Applicable month
- 3) CSEGS Identification Number assigned by the Company
- 4) Subscriber Organization Identification Number assigned by the Commission
- 5) Subscriber Organization name
- 6) Each Subscriber's name (per Company account)
- 7) Each Subscriber's Company account number
- 8) Each Subscriber's Electric Choice ID
- 9) Subscriber's LMI eligibility
- 10) Percentage share of each Subscriber

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**COMMUNITY SOLAR ENERGY GENERATION SYSTEMS PILOT PROGRAM (Concluded)**

A Subscriber Organization may at any time provide Subscriber List updates that clearly indicate which Subscribers are new to the list or whose information has been revised from previous Subscriber Lists. The Subscriber List should clearly indicate if there are no changes as compared to the prior issuance of the Subscriber List. A Subscriber Organization does not need to provide a Subscriber List update unless there is a change as compared to the prior issuance of the Subscriber List. Non-compatible or incorrect information will be returned to the Subscriber Organization for correction. Subscriptions associated with ineligible subscribers (such as subscribers that are not Customers of the Company or whose Company accounts have been finalized) will be treated as Unsubscribed Energy. A Subscriber Organization must replace LMI Subscribers that are removed from the Subscriber List with eligible LMI Subscribers such that the required percentage of the kilowatt-hour output is provided to LMI Subscribers. Depending on timing of notification from the Subscriber Organization of the Subscriber's subscription amount in the Subscriber List, it may take up to two billing cycles, or more, before a subscription credit is applied to the Customer's bill from the Company. Subscriptions may not take effect retroactively. No retroactive corrections or changes can be made to Subscriber information or subscription allocation percentages.

The Company shall provide a Subscriber Organization with a report detailing each Subscriber's credit allocation no later than the last day of each calendar month following the month of the CSEGS meter reading.

Unsubscribed Energy will be purchased from the Subscriber Organization at the net hourly integrated real time locational marginal price for energy at the APS Zone of PJM.

The Company will recover Pilot Program credit costs in existing rate adjustments for distribution rates or as a revenue or cost component for transmission or commodity rates.

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**COMPANY-OWNED ELECTRIC VEHICLE PUBLIC CHARGING STATIONS  
SCHEDULE "EVP"**

**AVAILABILITY**

Available to Electric Vehicle ("EV") operators for EV battery charging from Company-owned smart Level 2 chargers and smart Direct Current Fast Charger ("DCFC") public EV charging stations. EV operators who reside either within the Company's service territory or outside the Company's service territory are eligible to charge their EV at a Company-owned public EV charging station.

**DESCRIPTION**

The Company owns and operates smart Level 2 chargers and smart DCFC public EV charging stations in accordance with Commission orders in Case No. 9478. All Company-owned public EV charging stations are sited on property leased, owned, or occupied by a unit of State, county, or municipal government for public use, except for those installed at Multi-Unit Dwelling (MUD) locations. Operation, repair, and maintenance of Company-owned public EV charging stations is the responsibility of the Company.

**RATES**

The rates charged under Schedule EVP will be administered and billed to EV operators through the Company's network provider on behalf of the Company. EV operators that charge their EV battery at a Company-owned public EV station are subject to the payment terms and methodology of the Company's network provider.

Schedule EVP rates are market-based, may vary based upon siting location, are updated on a quarterly basis, and are within the following ranges.

<u>Public EV Charging Station</u>	<u>Range (inclusive)</u>
Level 2	\$0.21 to \$0.25 per kWh
DCFC	\$0.31 to \$0.34 per kWh

Current Schedule EVP rates are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).

**GENERAL**

Service supplied is subject to the Company's Rules and Regulations Covering the Supply of Electric Service.

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**ELECTRIC VEHICLE CHARGER REBATE RIDER****AVAILABILITY**

This Rider is available to residential Customers and Customers who are owners of multi-unit residential dwellings located in the territory served by the Company. Eligible Customers must install a Company-qualified smart Electric Vehicle ("EV") Level 2 charger or smart Direct Current Fast Charger ("DCFC"), subject to the limitations outlined below.

**REBATES****Residential Smart Charger Rebates**

The Company will provide a rebate to Customers served under Schedule R who install a Company-qualified smart EV Level 2 charger and enroll in the Company's Electric Vehicle Charger Time of Use Rider. The smart EV Level 2 charger must be located after the Company meter and must be owned by the Customer receiving the rebate. The smart EV Level 2 charger must be located on Customer-owned property, or in the case of rental property, with approval from the property owner. Customers are required to receive their energy supply through Default Electricity Supply Service to be eligible for the rebate. The Company shall offer a rebate of \$300 per Customer premise for smart EV Level 2 charger purchase and installation costs. Qualifying smart EV Level 2 chargers are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).

In order to qualify for the Company rebate, the Customer must submit an application with all necessary supporting documentation within 30 days of installation (including copies of receipts and/or invoices of the smart EV Level 2 charger purchase and installation costs), agree to share the charging data from the smart EV Level 2 charger with the Company and enroll in the Electric Vehicle Charger Time of Use Rider. The Customer is responsible for maintenance and enabling the smart capabilities of the EV Level 2 charger. Once the Company receives the Customer's completed application and confirms that the Customer's smart EV Level 2 charger has been installed and is available for service and remote communication, the Company shall issue the applicable rebate. The maximum number of total rebates available to residential Customers is 1,000, provided on a first-come, first-serve basis based on the completed application date. The program only applies to eligible smart EV Level 2 chargers purchased and installed on or after July 31, 2019.

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**ELECTRIC VEHICLE CHARGER REBATE RIDER (Concluded)****Multi-Unit Residential Dwelling Smart Charger Rebates**

The Company will provide a rebate to Customers who are owners of multi-unit residential dwellings served under Schedules G, C, C-A, CSH, or PH who install a Company-qualified smart EV Level 2 charger or smart DCFC. The smart EV Level 2 charger or smart DCFC must be located after the Company meter and must be owned by the Customer receiving the rebate. The smart EV Level 2 charger or smart DCFC must be located on Customer-owned property, or in the case of rental property, with approval from the property owner. Customers are not required to receive their energy supply through Default Electricity Supply Service to be eligible for the rebate. The Company shall offer a rebate up to \$20,000 per Customer premise covering 50% of the smart EV Level 2 charger or smart DCFC purchase and installation costs, with a cap of \$5,000 per port. Qualifying smart EV Level 2 chargers and smart DCFC are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).

In order to qualify for the Company rebate, the Customer must submit an application with all necessary supporting documentation within 30 days of installation (including copies of receipts and/or invoices of the smart EV Level 2 charger or smart DCFC purchase and installation costs) and agree to share the charging data from the smart EV Level 2 charger or smart DCFC with the Company. The Customer is responsible for maintenance and enabling the smart capabilities of the smart EV Level 2 charger or smart DCFC. Once the Company receives the Customer's completed application and confirms that the Customer's smart EV Level 2 charger or smart DCFC has been installed and is available for service and remote communication, the Company shall issue the applicable rebate. The maximum number of total rebates available to eligible Customers is 50, provided on a first-come, first-serve basis based on the completed application date. The program only applies to eligible smart EV Level 2 chargers and smart DCFC purchased and installed on or after July 31, 2019.

**COST RECOVERY**

Cost recovery will be consistent with Commission Order No. 88997 in Case No. 9478. The Company will establish a regulatory asset for all costs incurred by the Company, such as program administration, rebates, education and outreach, which will be incorporated into rate base as part of the Company's next base rate case proceeding. The regulatory asset will earn a return at the Company's authorized rate of return once the asset is incorporated into rate base. The amortization period for the regulatory asset will be five years, with recovery beginning on the effective date of new distribution rates resulting from the Company's next base rate proceeding.

**GENERAL**

Service supplied is subject to the Company's Rules and Regulations Covering the Supply of Electric Service.

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**ELECTRIC VEHICLE CHARGER TIME OF USE RIDER**

**AVAILABILITY**

Available to residential Customers served under Schedule R who install a Company-qualified smart Electric Vehicle ("EV") Level 2 charger or have a Company-qualified EV with telematic capabilities. This Rider is voluntary and offers residential Customers the opportunity to receive time of use ("TOU") Electric Supply rates for charging an EV battery with a Company-qualified smart EV Level 2 charger or a Company-qualified EV with telematic capabilities. Customers must agree to share the charging data from their smart EV Level 2 charger or EV telematics via remote access with the Company.

Customers must meet all the following eligibility requirements to receive Service under this Rider:

- (1) Must be receiving Residential SOS under Schedule R;
- (2) Cannot be enrolled under the Net Energy Metering Rider, Net Energy Metering Virtual Meter Aggregation Service and/or the Community Solar Energy Generation Systems Pilot Program;
- (3) Must have an online account with the Company;
- (4) Cannot have multiple metered premises linked to one Company account; and
- (5) Cannot have an Electronic Data Interchange billing type.

**TOU RATE**

In addition to the charges billed under Schedule R, the following adjustments shall apply:

An incremental credit of 2 cents per kilowatt-hour off the Electric Supply Charge for EV charging usage during Off-Peak hours.

An incremental charge of 2 cents per kilowatt-hour added to the Electric Supply Charge for EV charging usage during On-Peak hours.

On-Peak hours are Monday through Friday from 6 a.m. to 11 p.m. Eastern Prevailing Time, excluding Off-Peak Holidays. Off-Peak Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event an Off-Peak Holiday occurs on a Sunday, the Monday immediately following that Sunday shall be considered Off-Peak. If the Off-Peak Holiday occurs on a Saturday, the Off-Peak remains on that Saturday.

Off-Peak hours are all other hours not identified as On-Peak.

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Issued April 12, 2023

Effective May 15, 2023

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**ELECTRIC VEHICLE CHARGER TIME OF USE RIDER (Concluded)**

**TERM**

Month to month basis.

**GENERAL**

Qualifying smart EV Level 2 chargers and EVs with telematics are available on the Company's website at [www.firstenergycorp.com](http://www.firstenergycorp.com).

The Customer is responsible for maintenance and enabling the smart capabilities of the smart EV Level 2 charger and connection to the premise's wireless network.

TOU Rate adjustments identified in this Rider:

- (1) Are in addition to the charges identified in Schedule R along with all applicable surcharges and taxes;
- (2) Will be reflected in Schedule R Electric Supply Charge revenues and reconciled in the Energy Cost Adjustment Surcharge; and
- (3) Will not be provided in instances where the Company cannot obtain charging data from the Customer's smart EV Level 2 charger or EV telematics. If there is a delay in the Company or Company's designated vendor from receiving the EV charger or EV telematic usage data, then the Customer's metered consumption will be charged without the TOU Rate adjustments identified in this Rider. In such an instance, TOU Rate adjustments will be provided to the Customer on their next monthly bill as long as the delay in receiving EV charger or EV telematic usage data is less than 60 days. The Company is unable to provide TOU Rate adjustments for EV charger or EV telematic usage data received 60 days after the date of use.

Service supplied is subject to the Company's Rules and Regulations Covering the Supply of Electric Service.

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