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November 27, 2012

David J. Collins  
Executive Secretary  
Public Service Commission of Maryland  
William Donald Schaefer Tower  
6 St. Paul St., 16th Floor  
Baltimore, MD 21202-6806

RE: In the Matter of the Mayor and Council of the Town of Berlin, Maryland  
Case No. 9300 – Revised Rates and Tariff

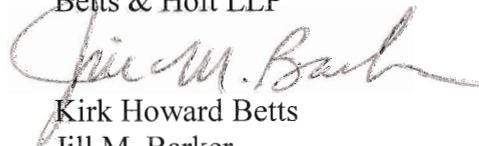
Dear Mr. Collins:

On behalf of the Mayor and Council of Berlin, Maryland in the above captioned case, enclosed for filing please find the revised rates for non-residential electric service and a revised tariff with changes to terms and conditions. This filing is made in accordance with the Stipulation and Settlement Agreement approved by the Proposed Order of the Public Utility Law Judge dated November 8, 2012 in the above referenced matter. Because no party filed an appeal, the Proposed Order became final on November 27, 2012. This filing consists of (1) the revised tariffs and (2) the revised tariffs showing the changes.

An original and 17 copies of this electronic filing will be delivered to the Commission prior to noon tomorrow. Copies have also been sent to the service list published in this case.

Sincerely,

Betts & Holt LLP



Kirk Howard Betts

Jill M. Barker

Counsel for the Mayor and  
Council of Berlin, MD

Enclosures

cc: Anthony Carson, Town of Berlin  
Lloyd J. Spivak, Esq., Assistant Staff Counsel, Maryland Public Service Commission  
Ronald Herzfeld, Esq., Assistant People's Counsel, Maryland Office of People's Counsel

**TOWN OF BERLIN, MARYLAND**

**Municipal Electric Utility  
of the  
Mayor and Council of Berlin**

**Electric Service Tariff**

**Including Terms and Conditions of Service  
and  
Rate Schedules**

(This Electric Service Tariff Supersedes P.S.C.  
MD. No. 10 Together with All Supplements)

Town of Berlin  
10 William Street  
Berlin, Maryland 21811

Telephone: (410) 641-2770

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

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**GENERAL PROVISIONS**

**1. General Information**

1-a Definitions

“Account” shall mean the electric service provided through one Delivery Point under this Tariff.

“Ancillary Services” shall mean those power delivery services provided by PJM for efficient and reliable operation of the transmission system.

“Applicant” shall mean any person, corporation, or other entity seeking to receive electric service from the Town under this Tariff.

“Berlin” and the word “Town” shall mean the Mayor and Council of Berlin.

“COMAR” shall mean the Code of Maryland Regulations.

“Customer” shall mean any person, firm, association, or corporation, or any agency of the federal, State or local government, being supplied with electric service by Berlin.

“Delivery Point” shall mean the interconnection between the Town’s delivery facilities and the Customer’s electrical facilities.

“Demand” shall mean the rate of use of energy over a period of time measured in kW.

“kW” shall mean 1,000 watts, a measure of Demand.

“kWh” shall mean the energy equivalent to 1,000 watts used over one hour.

“Line Extension” shall mean the overhead or underground lines and associated facilities which must be constructed to extend the Town’s primary voltage distribution system to reach the lot line of the Premises or location from which the Applicant’s Service Extension will be installed.

“PJM” shall mean PJM Interconnection, LLC, the entity responsible for operation and control of the bulk electric power transmission system which includes the State of Maryland.

“Premises” shall mean one contiguous property location, which may have one or more Delivery Point of electric service, each of which will be a separate Account.

“Public Service Commission”, or “Commission”, shall mean the Public Service Commission of Maryland.

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“Service Extension” shall mean the section of the Town’s electric delivery facilities between the primary voltage distribution network and the Customer’s Delivery Point.

“Service Classification” or “Classification” shall mean the schedule in this Tariff of rates, fees, charges and other provisions applicable to the category of electric service provided to any Customer.

“State” shall mean the state of Maryland.

“Tariff” shall mean this Electric Service Tariff, including the terms and conditions and rate schedules herein.

1-b Filing and Postings

A copy of this Tariff is filed with the Public Service Commission and a copy is open for inspection by the public in the Town of Berlin office.

1-c Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time-to-time, in accordance with the provisions of the Public Service Commission Law.

1-d Statement by Agents

No representative has authority to modify any rule or provisions of this Tariff, or to bind Berlin by any promise or statement contrary thereto, unless the same shall be incorporated in the Contract, and signed by an authorized representative of the Town of Berlin.

1-e Applicability of Tariff

The provisions of this Tariff are applicable to all electric service provided by the Town and shall be a part of every contract for service.

1-f Interpretation

The interpretation of the Tariff as to its intent and applicability will be made by Berlin subject to the approval of the Commission.

1-g No Prejudice of Rights

The failure by Berlin to enforce any of the provisions of this Tariff shall not be deemed a waiver of its rights to do so.

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1-h Gratuities to Employees

Berlin's employees are strictly forbidden to demand or accept any personal compensation or gift, gratuity or special consideration from any member of the public for services performed while working for the Town of Berlin.

1-i Available Voltages

Voltages available to Customers on the Berlin Electric System are:

- 120 – 240 – 208 volts,
- 440 – 480 volts,
- 2,400 volts grandfathered (no longer available for new service),
- 4,160Y volts grandfathered (no longer available for new service),
- 14.4 kV phase to ground, and
- 24.9 kV phase to phase.

In all cases, the Town will make the final determination of voltage to be supplied to a Customer taking into consideration Customer's needs and voltages available to Customer's Premises.

1-j Disputes

In the event of a dispute between the Town and a Customer or Applicant, either party may submit the particulars of the complaint to an authorized representative of the Town for review and further action, if necessary. If the Town determines that its actions with regard to the dispute are consistent with the Code of Maryland Regulations; orders of the Commission; and its own Tariff, the Town shall notify the Customer and may:

1. Require full payment of the bill, or
2. Begin termination proceedings.

If a Customer disputes the Town's determination, the Town will make available the address and telephone number of the Consumer Assistance and Public Affairs (CAPA) section of the MPSC. The Customer also has the right to submit an inquiry to the Public Service Commission under COMAR 20.32.01.04.

The Town requires the Customer to pay the undisputed portion of a bill while resolution or disposition of a dispute is pending. The Town may terminate a Customer's service while resolution or disposition of a dispute is pending if the conditions under COMAR 20.31.02.03 are satisfied: Hazardous conditions, Customer's use of equipment that interferes with Town's

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equipment, Customer's tampering with Town equipment, or Customer's unauthorized use of service by any method.

1-k Office Hours and Address

The Town of Berlin's office hours are 8:30 a.m. – 5:00 p.m., Monday through Friday.

The Town's administrative office is located at:

Town of Berlin  
10 William Street  
Berlin, MD 21811

The telephone number at the Town office is 410-641-2770 and the FAX number is 410-641-2316.

Email inquiries may be sent to [info@berlinmd.gov](mailto:info@berlinmd.gov).

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**2. Application and Contract for Service**

2-a Contract for Service

An application for service may be required from each Customer. This application when executed by Berlin constitutes the contract between Berlin and the Customer, subject to the terms and conditions, rates, fees, and any other charges in this Tariff applicable to the Customer's service. Charges for service shall begin at the time service is made available to the Customer, whether service is based on an accepted signed application, verbal or written agreement or otherwise. Applicants must be eighteen (18) years of age or older, unless signed by a cosigner.

2-b Right to Reject Application

Berlin may reject any application for service if the Applicant does not meet all the applicable requirements of this Tariff. Residential service also may be denied in accordance with rules set out in COMAR 20.50.04.01-2, Denial of Application for Residential Service.

Service may be denied for any of the following or other reasons permitted by COMAR 20.50.04.01-2:

1. The Applicant has an outstanding bill with the Town and satisfactory arrangements have not been made to pay the bill, or undisputed portion of the bill, the collection of which is not barred under applicable State or federal law.
2. An application for service is made:
  - (a) In a fictitious name.
  - (b) In the name of an individual who is not an occupant of the Premises, without disclosure of the individual's actual address.
  - (c) In the name of a third party without disclosing the fact or without bona fide authority from a third party.
  - (d) Without disclosure of a material fact or by misrepresentation of a material fact.
  - (e) By an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bills.

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2-c One Point of Delivery

For each new billing Account, there shall be only one Delivery Point and one meter. For existing installations, each meter will have a separate billing Account, each of which will be subject to the application of the appropriate retail rate classification.

2-d Service at New Locations

Service at new locations will be rendered only when bills for service to the Customer at any other locations for the same type of service in Berlin's system have been paid. Two types of service are recognized, residential and non-residential. Service will not be rendered at new locations until all conditions of the Town's Electric Rules and Regulations have been satisfied.

2-e Permanent Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification, except when large or special investment is necessary for the supply of service, or where service is to be used for temporary, seasonal or unusual purposes. In such circumstances, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required.

2-f Temporary Service

Temporary service is not recurrent in nature and is required for temporary facilities or during construction of permanent facilities. Service for construction purposes, trailers not connected to public water and sewer, and carnivals are examples of this class of service. Such service will not be rendered where additions to Berlin's generating, transmission, or substation facilities are required, except under terms that will not result in loss of revenue to Berlin.

The entire cost of labor and facilities installed for connecting and disconnecting service must be paid by the Customer, subject to the credit for materials returned in a first-class condition. A deposit sufficient to cover the installation and removal of Berlin's facilities, plus the estimated cost of electricity may be required in advance.

Temporary electric service is available only under the Service Classification "General Service". The minimum monthly bill for this service will be as specified under the minimum charge provision of the rate Classification.

Temporary service is available only for ninety days. If permanent service cannot be accepted within ninety days by the Customer, then reapplication for additional temporary service may be required by the Applicant each thirty days thereafter. In any case, the temporary service will expire if the building permit expires under terms provided in the code of the Town of Berlin. Berlin may refuse to grant temporary service for cause at any time.

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2-g Right of Way

The Applicant requesting service shall furnish without expense to Berlin, suitable rights-of-way over, under or upon the Applicant's owned or leased property as necessary for the construction, maintenance and operation of the Town's electric facilities. Such rights-of-way shall grant Berlin the right to trim and/or clear trees and other obstructions as it deems necessary. These rights-of-way shall grant the Town permission to utilize locations suitable to the Town for the installation of Town electrical facilities. The Applicant must file a legal deed describing the right of way.

If it is necessary to acquire such right from persons other than the Applicant in order for Berlin to provide electric service to the Applicant, the Applicant shall obtain such rights as Berlin deems suitable. The Town of Berlin will not be responsible for any delays in obtaining rights-of-way or easements.

Suitable rights-of-way, cleared of trees, tree stumps and other structures, at no cost to Berlin, must be furnished by the Applicant in reasonable time to meet service requirements. The work site must be graded to within six (6) inches of final grade and a grade certification form must be provided by the Applicant before Berlin will commence construction. The Applicant is responsible for maintaining clearance and grading throughout the construction period. If subsequent to construction start-up, the clearance or grade is changed in such a way to require relocation of underground facilities, the cost of such relocation shall be borne by the Applicant or his successor.

The Applicant shall furnish to Berlin, as required, and at no charge, copies of property plats, grading plans, roadway profiles, and other items showing details of proposed construction. The information will be provided in reasonable time to allow Berlin to engineer, design, and construct its facilities in a safe and efficient manner to meet service requirements and to comply with laws, codes and rules and regulations.

Berlin will construct, own, operate and maintain overhead and underground distribution lines only along public streets, roads, and highways which Berlin has the legal right to occupy and on public land and private property across which rights-of-way and easements satisfactory to Berlin have been obtained by the Applicant within a reasonable time and without cost or condemnation by Berlin.

2-h Non-transferability of Service

The contract for service is not transferable. When the application is made jointly by co-signers, upon the death of either such Customer, the application or contract shall be deemed to be held solely by the survivor(s), subject to and upon the Tariffs provided for.

2-i Hazardous Conditions

The Applicant shall notify the Town of any hazardous conditions at the site where the Town's facilities will be installed and operated. The Town shall not be required to install its facilities or provide electric service until any such hazardous condition(s) no longer exist(s).

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**3. Customer Deposits**

3-a General Policy

Berlin may require from a Customer or prospective Customer a cash deposit to guarantee payment of final bills for service. Such deposit shall be for residential Customers two-twelfths (2/12) of the estimated annual charges for service for the ensuing 12 months. For nonresidential Customers, the deposit shall be the maximum estimated charge for service for two consecutive billing periods. An additional deposit may be required by Berlin in cases involving a service for short periods or for special occasions. Except for Customers with previous delinquent Accounts, deposits may be paid in installments over a maximum of three months with invoices for service.

A deposit shall be due on any delinquent electric Account before reconnection of electric service when service has been disconnected for non-payment. The deposit will be in addition to payment of the delinquent balance less any previous deposit.

3-b Residential Deposits

A deposit is required for residential service unless satisfactory credit is established in accordance with COMAR 20.30.02.02. The Town will make available to Customers a copy of the applicable COMAR criteria for establishing satisfactory credit.

3-c Non-residential Deposits

1. A deposit is required for permanent non-residential service unless satisfactory credit is established in accordance with COMAR 20.30.01.02.B. The Town will make available to Customers a copy of the applicable COMAR criteria for establishing satisfactory credit.

3-d Return of Deposits

Berlin will automatically and promptly refund the deposit plus interest if the Customer meets the following standards.

1. Residential Customer

Paid the last twelve (12) consecutive monthly bills without more than two occasions when a bill was in arrears, without having had service disconnected for non-payment of bills in the past twelve (12) months, and is not currently delinquent in the payment of bills.

2. Non-Residential Customer

Paid the last twelve (12) consecutive monthly bills without more than two occasions when a bill was in arrears, without having had service disconnected for non-payment of bills within the past two (2) years, has not presented an insufficient funds check for payment within the last two years, and is not delinquent in the payment of his bills.

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Berlin shall review the Account on request of the Customer, but not more often than once every twelve (12) months, to afford the Customer the recurring opportunity to meet the standards and thereby obtain a return of deposit. Berlin shall review all deposits annually.

3-e Interest

The rate of interest payable on all deposits shall be the rate calculated by the Maryland Public Service Commission each December and transmitted to the Town for use the next calendar year. A copy of the letter of transmittal shall be maintained on file in the Town Hall.

Simple per annum interest will be paid on any deposit or any installment on a deposit from the first day the deposit or the installment is held. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the Customer's last known address that the deposit is no longer required. Interest will be paid when the deposit is returned or applied to Customer's bill.

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**4. Payment Terms**

4-a Billing Period

Bills will be submitted on a monthly basis. The minimum and maximum number of days for which Berlin will bill a customer at Berlin's regular monthly rates for service will not be less than 25 days or more than 35 days. Final bills will be computed on the basis of final meter readings and actual consumption.

4-b Due Date, Late Payment Charge, and Disconnection for Non-Payment

All bills are due upon receipt of the bill. Past due bills are subject to a late payment charge equal to 1½% of the unpaid balance, subject to a maximum cumulative amount of 5% of the invoice amount as provided by COMAR 20.30.03.01. Such late charge may be imposed upon a bill which is more than 20 days past due for a residential Customer, and more than 15 days past due for other Customers. Service is subject to discontinuation if a bill remains unpaid, as outlined in Section 16c.

Berlin may continue service to a Customer who would otherwise be disconnected, if the Customer enters into a written agreement which extends reasonable security and assurance satisfactory to Berlin that any arrearage will be paid within a reasonable period of time. Customers also may be eligible for assistance with past due electric bills under the Utility Service Protection Program (USPP) or Electric Universal Service Program (EUSP).

4-c Utility Service Protection Program (COMAR 20.31.05)

The Utility Service Protection Program (USPP) is designed to assist low-income families during the winter heating months. Customers who are interested in the USPP must first apply for the Maryland Energy Assistance Program (MEAP). Upon receiving notification that the Customer has been approved for an MEAP grant, the Customer will be eligible for participation in the USPP.

1. Calculation of payment amount – The Customer's billing for the preceding 12 months will be totaled. The amount of the MEAP grant will be deducted from the total. This amount will be divided by 12.
2. The monthly bill shall state the amount of the USPP billing, actual usage for the month, and the cost of the actual usage for the month.
3. Conditions of USPP – The USPP does not cancel any portion of an electric bill. Customers must make monthly payments on a timely basis under terms of these Rules and Regulations.

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Customers not complying with the terms are subject to termination. The Town will provide at least one warning notice that the payment is past due and that non-payment of two consecutive bills will render the Customer subject to removal from the USPP program and service termination.

4. How to apply for MEAP assistance – Customers may contact the local Office of the Department of Housing and Community Development which handles the MEAP program. The office is located at:

Shore-Up Inc.  
520 Snow Hill Road  
Salisbury, Maryland 21801-0430  
Phone: 410-749-1142

5. The USPP will be offered prior to November 1 of each year.

4-d Budget Billing Plan

Residential Customers are qualified for the Budget Billing Plan (BBP) after one year of continued usage. The average monthly payment is calculated by totaling the previous twelve months usage and dividing by twelve. Current rates are then applied to the average usage level.

It is the responsibility of the Customer to contact the Town office by June of each year to be considered for the BBP. At the end of eleven months of BBP, the Town will calculate the amount of “true-up” necessary to balance the Account. A note will then be sent with the Customer billing explaining the excess “true-up” billing, in cases of under-collection, or the credit to be applied to the Customer’s bill, in cases of over-collection.

4-e Returned Checks

Checks received in payment of bills rendered for, but not limited to, electric service, Customer deposits, and reconnection charges, which are returned to Berlin unpaid by the Customer’s bank, will result in an additional charge which may be found in Section 18. If a Customer has two bad checks over a twelve month period, the Town reserves the right to request payment in cash or money order.

4-f Estimated Bills

When Berlin’s meter reader is unable at any regular reading date to gain access to the Customer’s Premises and read the meter, Berlin may render an estimated bill. Berlin may also render an estimated bill when meter malfunction makes the meter reading inaccurate as defined in Section 10-b.

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**5. Administration of Service Classification**

5-a Load Inspections

The Customer will provide safe access to the service Premises at all reasonable times for the Town's representatives to read meters and to check and perform work on the Town's electrical facilities.

5-b Bill Changes – Improper Service Classification

If the Customer is found to be on an improper Service Classification as the result of investigation made at the Customer's request or by routine inspection, the change of billing to the proper Service Classification will first apply to the bill for the month during which the investigation is made.

5-c Choice of Service Classification

If more than one Service Classification is available for similar types of service, the Customer shall select the Service Classification which is most applicable. The Town reserves the right to change the Service Classification, if the Customer's service is or becomes ineligible for the Classification selected.

5-d Town Assistance

Berlin, upon request, will assist the Customer in the selection of the most appropriate Service Classification, but the responsibility of making the selection of Service Classification shall at all times rest with the Customer.

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**6. Customer Installation Requirements**

6-a Customer's Wiring

All wiring and accessories on the Customer's side of the interconnection with the Town's facilities, except metering equipment, shall be furnished, installed, and maintained by the Customer. The Town will not be liable for loss or damage resulting from such wiring or equipment. The Town may delay the construction of a Line Extension and/or Service Extension until the Applicant has completed the wiring and installation of the equipment necessary to receive and use service.

6-b Description of Installation

For any new Service Extension, the Applicant must complete and submit an Electric Service Load Form to Berlin including a list of devices which will be installed by the Customer and the location of the installation. Berlin will determine the characteristics of service and the point at which service will be connected and metered based on information provided in the Electric Service Load Form. If Berlin deems it necessary, the Applicant shall present in writing complete equipment specifications, connected electric loads, site and grading plans, location plan, electric vaults, cable runs, substations and other data required to assess service requirements.

6-c Inspection by Approved Agency

All new wiring and equipment or changes in wiring and equipment shall conform to the standards of the National Electrical Code, the National Electrical Safety Code, and those of local Public Authorities in force at the time. Berlin may refuse to supply electricity to the Applicant if the Town believes the wiring or appliances do not comply with recognized requirements.

6-d Reverse Phase Relay

The Customer shall install at Customer's own expense a reverse phase relay of approved type on all motors or other equipment where a definite direction of rotation must be maintained. Berlin will not in any way be liable for loss or damage resulting from the failure of the Customer to install reverse phase relays.

6-e Phase Protection

The Customer shall install and maintain at Customer's own expense suitable voltage or current-type devices which will protect equipment from damage in the event of phase outage. Berlin will not in any way be liable for loss or damage resulting from the failure of the Customer to install suitable voltage or current type devices.

6-f Motor(s) Requirements

The Customer shall advise and consult with the Town or the Town's Engineers as to expected load, type of motor and starting current, and the voltage and phase of service required.

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Berlin reserves the right to impose requirements such as limiting the size of motors on single-phase service or restricting starting current. Charges for costs not normally incurred or for extending facilities to provide Customer's service also may be applicable.

6-g Meter Sockets

Single pan meter sockets for new residential installations and replacements will be provided by Berlin, subject to reimbursement by Applicants. All other meter sockets must be approved by Berlin and purchased, owned and maintained by the Applicant. Berlin reserves the right to disconnect service to an Applicant whose socket(s) are not maintained in a safe operating manner. Berlin does not stock multiple pan meter sockets and shall not be responsible for the interruption of service or replacement of the multiple pan sockets in the event of failure.

6-h Surge Protection and Uninterrupted Power Supply– Computers and Electronic Equipment

The Customer is responsible for installing, owning, and maintaining suitable surge protection equipment to protect computers and other sensitive electronic devices.

When the Customer has important, sensitive electronic data, the Customer shall be responsible for installing uninterruptible power supply (UPS) equipment, if needed to protect the data. The Town of Berlin will not be liable for any damage to the Customer's electronic equipment, computer hardware, or loss of data associated with the computer hardware and associated equipment, except for willful default or neglect on the part of the Town of Berlin. Also refer to Section 12-c

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**7. Service Extensions**

7-a General Policy

“Service Extension” as used in this Tariff refers to the Town’s electric delivery facilities between the primary voltage distribution network and the interconnection with the Customer’s electrical facilities, or Delivery Point. Service Extensions may be installed overhead or underground on public or private rights-of-way consistent with rules of the Public Service Commission of Maryland. Each Service Extension shall be designed and constructed with sufficient capacity and adequate facilities, in the Town’s determination, to provide safe and reliable electric service to meet the Customer’s requirements.

For residential Service Extensions, the Town’s connection facilities will be installed to the corner of the residence closest to where the Town’s distribution facilities enter the Premises. The Town’s service conductors shall terminate at the meter or main disconnect device if served from underground line, or at the service connection knob on the residence if served from an overhead line. Any modifications will be subject to the Town’s prior approval. The Customer also may be required to install conduit for the Town’s underground facilities under any paved driveway, street, or other paved area. Service Extensions will not be connected until all requirements are met by the Customer, including payments and deposits.

7-b Underground Service – Residential

All new residential Service Extensions shall be underground in accordance with COMAR 20.85.03.01. Berlin shall install, own, and maintain such Service Extensions. The charge for new residential Service Extensions shall be on a per foot basis as listed in the fees and charges in Section 18. The fee is based on direct burial costs in unobstructed areas. Other costs, such as conduit under paved areas or repair of landscaping (sod, bushes, etc.), pools, sheds, brick patios, etc. will be the responsibility of the Applicant or property owner.

The charge for Service Extensions to single family dwellings will be subject to a minimum charge of \$1,000. Other residential Service Extensions will be subject to a minimum charge of \$400. The payments shall not be waived or refunded.

7-c Underground Service – Non-residential

The Town will provide, own, and maintain non-residential Service Extensions, subject to reimbursement of all costs by Applicants. Each Applicant shall pay in advance the estimated installed cost of Service Extension facilities, including material, labor, equipment, and any other applicable costs. Such payments shall not be waived or refunded.

The Customer will be responsible to provide, install, and maintain all facilities from the Customer’s facility up to the interconnection with Berlin’s facilities at the Delivery Point. The Customer shall bear all the expense of the materials, installation, maintenance and replacement of such facilities.

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7-d Right to Inspect, Maintain, Repair, Replace, or Remove Berlin's Equipment

All transformers, meters, and other facilities supplied by Berlin shall remain exclusive property of the Town. Berlin shall have the right to inspect, test, maintain, alter, or remove all its property from the Premises of the Customer at a reasonable time upon prior notice. It will not be necessary for Berlin to supply prior notice upon evidence of a hazardous condition endangering the equipment or the property on which it is installed or upon evidence of illegal tampering.

7-e Modifications or Relocation of Existing Service Facilities

Any modification or relocation of existing Berlin-owned service facilities requested by the Customer shall be at the expense of the Customer.

In the event the Town shall be required by any public authority to place underground or relocate any portion of the Town's electric system, the Customer, at Customer's expense, shall make the necessary changes in the location of Customer's facilities to accommodate the changes.

7-f Discontinued Service

When electric service is discontinued, the Town may leave its service connection facilities on the Premises, so future Customers can be served. Rights-of-way for maintenance and subsequent service will remain with the Town.

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Signed: Wm. Gee Williams, III

Effective: November 28, 2012

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**8. Distribution Line Extensions**

8-a General

“Line Extension” refers to overhead or underground lines and associated facilities which must be constructed to extend the Town’s primary voltage distribution network to reach the lot line of the Premises or location from which the Applicant’s Service Extension will be installed. Line Extensions may be constructed along public streets, roads, and highways, or on private property. The facilities will be installed in accordance with rules of the Maryland Public Service Commission, and will be designed and constructed with sufficient capacity and adequate facilities, in the Town’s determination, to provide safe and reliable electric service to meet the Customer’s requirements.

8-b Line Extension– to Serve a Single Family Residence

When distribution lines will be extended along existing rights-of-way to serve one residential Customer or when the Applicant provides rights-of-way at no cost to Berlin, Berlin will extend its distribution lines two hundred (200) feet to serve a Customer at no charge. As part of this extension, Berlin will provide at no cost to the Applicant, material and all construction labor to install distribution cable, transformers, switchgear, and protective devices. Extensions in excess of two hundred (200) feet shall be at the Customer’s expense. The Customer shall pay in advance the estimated installed cost or applicable pro rata cost of the facilities over two hundred (200) feet. If the Customer’s cost of the Line Extension appears to be prohibitive, the Customer may petition the Town for consideration of the potential for service to other Customers from the extension.

8-c Line Extensions to Provide Non-residential, Multiple Occupancy, or Residential Subdivision Service

For line extensions to serve non-residential Customers, multiple occupancy buildings, or a residential subdivision, Berlin will require the following division of costs prior to providing service:

1. Berlin will provide, at no cost to the Applicant, all construction labor to install distribution cable, poles, transformers, switchgear and protective devices for the Line Extension up to Applicant’s lot line.
2. Berlin will supply and the Applicant will pay for the material and other costs for the Line Extension, including poles, insulators, conductors, terminators, guys, anchors, switches, protective devices, subsurface testing, engineering fees, legal costs, cost of restoring surface, curbing, sidewalks, paving, etc. The Applicant will convey the distribution extension materials to Berlin for one dollar (\$1.00) and Berlin will assume maintenance and replacement responsibilities.
3. The Applicant will provide and pay for all rights-of-way and easements for the lines, equipment, construction access, and maintenance access.

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4. For costs to be borne by the Applicant, fifty percent (50%) must be paid prior to ordering materials, and the remaining fifty percent (50%) will be paid after materials are received. Installation will not be started until payment is received.
  
5. If any distribution Line Extension: (a) increases reliability of the system; (b) provides for desired service to other Customers or prospective Customers; or (c) is a portion of an extension already planned for by Berlin in the five or ten year system study plan, then at Berlin's sole option and judgment, all or a portion of the charges above for the Line Extension costs may be waived.

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**9. Meter Installations**

9-a Meters Supplied By Berlin

Berlin will furnish, install, maintain, and own the metering equipment necessary for measurement of the service supplied under each contract. The metering equipment installed will be adequate to measure the electricity supplied, as determined by the Town from information provided by the Customer.

When a Customer or other party representing the Customer requests the Town to install alternative metering and associated equipment, the Customer shall reimburse the additional cost incurred by the Town for the requested facilities and arrangements. The Town shall make reasonable efforts to furnish, install and maintain such metering equipment for the Customer, provided that the equipment satisfies the Town's electrical and data processing requirements. The Town shall own such alternative metering equipment. If feasible and requested by the Customer, the Town will provide on-site pulse outputs which will allow the Customer access to energy consumption data. Any isolation relay or other equipment installed for this purpose will be the property of the Town. When the Customer requests an electronic communication link for remote access of metering information, the Customer shall be responsible for all arrangements, maintenance, and expense of the communication link. Unless authorized by the Town, only the Town shall have access, directly or remotely, to its metering equipment. Upon the Town's authorization, metered data shall be made available to Customer's designee. Any non-standard costs incurred by the Town for alternative metering equipment or special metering arrangements shall be reimbursed promptly by the Customer upon request and explanation by the Town. Any dedicated phone line required by the Customer for monitoring of the alternative metering equipment shall be the responsibility of the Customer.

9-b Meter Locations

The Town shall designate the location of the meter. The Customer shall provide, without charge to the Town, a suitable place for the meter or meters, instrument transformers or other equipment of Berlin. Such place shall be of convenient access to Berlin. The Customer is responsible for keeping metering areas clean, clear of debris, and accessible to the Town.

9-c Capacity of Berlin Meters

The meters, instrument transformers, service connections, and other equipment supplied by Berlin for each Customer have limited load capacity. No additions to the equipment or load interconnected with the Town's system will be allowed except by prior notification and consent of Berlin. Also refer to Section 12-e.

9-d Berlin's Equipment

All meters, instrument transformers and other service equipment supplied by Berlin shall remain its exclusive property. The Customer will provide access and Berlin shall have the right to test, alter, and maintain its equipment or to remove all its property from the Premises of the Customer

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at any time after the termination of service, whatever may have been the reason for such termination.

9-e Reverse Registration

Berlin, may, by ratchet or other device, control its meters so as to prevent reverse registration. Where the Customer has on-site generation, the Town may supply a meter to measure the output of self-generation.

9-f Meter Testing

Meters are subject to testing periodically to comply with requirements of the Maryland Public Service Commission or otherwise to confirm accurate measurement of each Customer's use. Additionally, meter testing may be requested by the Customer as provided in Section 10-c.

9-g Residential Multiple Occupancy Buildings

Each residential unit in a multiple occupancy building constructed after July 1, 1978 shall be separately metered.

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**10. Adjustment of Charges For Billing or Metering Errors**

10-a Fast Meters

Whenever a meter is tested and found to have over-registered more than 2%, Berlin shall recalculate the bills for service of the last Customer of record receiving service through the meter and shall make a refund of the excess amount paid by the Customer. The refund shall be limited to the periods established below:

Known Date of Error: If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.

Unknown Date of Error: If the time at which the error first developed or occurred cannot be established, it shall be assumed that the over-registration existed for a period of 3 years or a period equal to one-half of the time since the meter was last tested, whichever is less.

10-b Slow or Stopped Meters

Whenever a meter is found to be more than 2% slow, Berlin may bill the Customer one-half of the unbilled error for a period of twelve months, unless the meter has been tested within that twelve month period, in which event Berlin may bill the Customer one-half the unbilled error for the period since the meter was last tested. If the amount of under-registration is less than Five Dollars (\$5.00), Berlin shall not adjust the bill. In the event a meter is found stopped, an estimated bill will be rendered.

10-c Requests for Meter Tests

Upon request by a Customer, Berlin shall test the Customer's meter provided that such tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, or the meter is within the allowance for accuracy, Berlin shall charge the Customer a fee (as listed in Section 18) for testing the meter. No charge shall be made for testing a meter which upon test is found to exceed the allowable accuracy limits as defined in this section. The Customer or Customer's representative must be present when the meter is tested.

A written report of the results of the test shall be made to the Customer within a reasonable time after the completion of the test. The report will be kept on file at the Town Electric Office for at least three (3) years.

10-d Demand Meter

Whenever a Demand meter, the readings or indications of which are utilized in computing the charges for service, is found upon tests made by Berlin to be in error in excess of the limits

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indicated below, the charges to the Customer shall be adjusted in the same manner as prescribed under the watt-hour meters above.

Limits of Accuracy

Class II Integrated-Demand Meters

±2% of Full Scale Reading

10-e Billing Errors

Overcharges or undercharges because of incorrect application of the rate schedule, incorrect calculation of charges or similar reasons shall be corrected, immediately upon discovery.

1. Overcharges

The total overcharge for the period the discrepancy occurred shall be refunded or credited to the Customer.

2. Undercharges

Unless authorized by the Commission, Berlin will not seek recovery of undercharges which occurred more than twelve (12) months before the discovery of the error. Berlin may seek the Commission's authorization for retroactive billing for undercharges which occurred more than twelve (12) months, but not more than three (3) years before the discovery of the error, if the Customer knew or reasonably should have known that the bills were in error. Installment payments for the Customer will be arranged without interest up to the number of months the Account was billed in error.

10-f Accidental Ground

When an accidental ground exists, which occurred without knowledge of the Customer, which has resulted in the meter registering more kilowatthours than the Customer has used, the billing for one month immediately prior to the discovery will be adjusted as follows:

The average kilowatthour consumption for the three months prior to the ground, or for the corresponding month of the previous year, whichever is more equitable, will be used as the basis for determining the estimated actual kilowatthour use. One half of the difference between the estimated use and the metered amount will be added to estimated actual use. The Customer's adjusted bill will be calculated on the total. Proportionate adjustment will be made on the current month billing up to the time the accidental ground was discovered. No subsequent adjustment will be made.

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**11. Continuity of Service by Berlin**

11-a Berlin Liability

Berlin does not guarantee continuous and uninterrupted electric service and shall not be liable for any loss, cost, damage or expense to any Customer occasioned by any change, interruption, phase reversal, or resumption of service due to any cause beyond the reasonable control of Berlin.

11-b Notice of Trouble

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

11-c Prearranged Interruption of Service

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practical, at a time that will cause the least inconvenience to the Customers. The Customers to be affected by such interruptions shall be notified in advance, if feasible, by serving notice to the individual property location.

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**12. Customer's Use of Service**

12-a Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the electric energy provided by Berlin, except within some apartment houses, office buildings, and shopping centers in compliance with the Code of Maryland Regulations. Purchase of energy in bulk for use by tenants located on the Customer's property, when the cost to the tenant of such energy is included in the normal rental charge, shall not be considered as resale.

12-b Fluctuations

Electric service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in Berlin's supply system. Should such fluctuation or disturbance be caused by the Customer, Berlin may discontinue service or require the Customer to modify his installation and/or install approved controlling devices.

12-c Transient Voltages

Some data processing and other equipment are sensitive to transient voltages which occur in commercial power systems in routine operation. Berlin shall not be liable for any transient-related consequential damage or economic loss.

Upon request, Berlin will provide information on products and devices which are intended to reduce or eliminate such adverse effects. However, Berlin assumes no responsibility for the products or devices. Also refer to Section 6-h.

12-d Use of Service Other Than Stated in Contract

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

12-e Change of Installation

The Customer shall give immediate written notice to Berlin of any proposed substantial increase or decrease in connected load, or change of purpose or location. Failure to give notice of additions or changes in load or location shall render the Customer liable for any costs or damage caused by the additional or changed installation. Also refer to Section 9-c.

12-f Limitation of Use

No other source of electric service shall be introduced or permitted directly or indirectly for the Customer's use without prior written notice to and consent in writing from Berlin. When another source of electricity is introduced from which the Customer's requirements can be supplied, automatic protection must be installed to prevent back-feeding of energy onto the Town's electric

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system, unless specifically permitted. Berlin shall not unreasonably withhold such consent after proper technical and safety interconnection arrangements have been made.

12-g Superimposition of Electric Signals on Town's Electric System

When the Customer superimposes any signal for equipment control, communication, or for any other reason, the Customer is responsible for ensuring that the signal does not enter or otherwise adversely affect operation of the Town's metering or electric system.

12-h Unbalanced Loads

For any Demand-metered service, if the variance in load between phases exceeds ten percent (10%) of the lesser phase, the Town reserves the right to compute Demand for billing assuming the load on each phase is equal to the load on the phase with the highest Demand.

12-i Power Factor

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

12-j Characteristics of Service

Electric service will be sixty (60) hertz single phase or three phase alternating current at one of the standard secondary or primary voltages available from the Town. The characteristics of service available may vary by location on the electric system and size of load. Service voltage shall be maintained within limits prescribed by the Maryland Public Service Commission, except under emergency or other conditions beyond the reasonable control of the Town.

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**13. Defects in Customer's Installation**

13-a Berlin's Right to Inspect

Berlin shall have the right, but shall not be obliged, to inspect any installation before or after electricity is introduced, and reserves the right to reject any wiring or appliance not in accordance with the Berlin standard requirements. The inspection or failure to inspect, or to reject, shall not render Berlin liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliance, or from violation of Berlin's Tariff, or from accidents which may occur upon the Premises of the Customer.

13-b Defective Installations

If at any time the wiring, fixtures, or appliances of the Customer are found to be defective or dangerous by Berlin's representative, service may be refused or discontinued until the Customer has the condition corrected.

13-c Customer's Responsibility

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

13-d Berlin Liability

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

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**14. Access to Premises**

14-a General

The authorized agents or representatives of Berlin shall have access during normal business hours and other reasonable times to the Premises of the Customer for the purpose of reading meters and installing, inspecting, removing, or repairing any of the property of Berlin situated thereon.

14-b Tree Trimming

The Town reserves the right to trim and/or clear trees and other obstructions as it deems necessary for protection of the Town's equipment and for the provision of reliable service. The Town also may require the Customer to trim and/or clear trees to the satisfaction of the Town before service is installed or restored.

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**15. Tampering with Berlin's Property**

**15-a Tampering Expressly Forbidden**

No person, except a duly authorized representative of Berlin, shall make any connection or disconnection, either temporary or permanent between the service load of the Customer and the service wires of Berlin. No person except a duly authorized representative of Berlin shall set, change, remove, or interfere with or make any connections to Berlin's meter, wiring, or other property. By accepting service, the Customer agrees to respect the integrity of the meter seal. Except in an emergency, breaking the meter seal shall be interpreted as tampering and subject the Customer to discontinuance of service.

In the event Berlin's meter or other property is tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which Berlin estimates is due for service used but not registered on Berlin's meter, and for the actual cost of any repairs, replacements, and changes in Customer's installation as may be required by Berlin.

**15-b Removing Meter or Sockets for Construction Modifications**

Berlin, upon reasonable notice, will remove and reinstall the meter to accommodate construction modification, subject to prompt reimbursement of the Town's costs by the Customer. If meters are removed or meter seals broken, Berlin will reinstall and reseal the meters, subject to prompt reimbursement of the Town's costs by the Customer.

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**16. Berlin's Right to Discontinue Service**

16-a Without Prior Notice

In the following circumstances, Berlin may disconnect the Customer immediately and without notice, as provided in COMAR 20.31.02.03:

These circumstances are:

1. Determination by Berlin that a condition on the Customer's Premises is hazardous;
2. Determination by Berlin that the Customer's use of equipment adversely affects Berlin's equipment or service to other Customers;
3. Determination by Berlin that the Customer is tampering with meters or other equipment furnished and owned by Berlin;
4. Determination by Berlin that the Customer is using service in an unauthorized manner by some method, including diversion of electricity around a meter;
5. Determination by Berlin that the Customer is reselling electricity to another party; or
6. Unavoidable shortage or interruption in the Town's supply of power, or other operating emergency.

16-b With Seven (7) Days Notice

If a Customer has secured service from Berlin from a falsified, incomplete or misleading application, as described below, service may be discontinued with 7 calendar days' notice as provided by COMAR 20.31.02.04.

1. Application was made in a fictitious name;
2. Application was made in the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address;
3. Application was made in the name of a third party without disclosing that fact or without bona fide authority from the third party;
4. Application was made without disclosure of a material fact or by misrepresentation of a material fact;
5. Application was made for connection of service to a dwelling where there are co-occupants, if a service Account for that dwelling unit was previously maintained in a current co-occupant's name during a period of co-occupancy with the Applicant and the co-occupant has failed to pay or make satisfactory arrangements to pay an outstanding bill or undisputed

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

6. Application was made for connection of service to a dwelling unit where there are co-occupants, if the service Account at a prior dwelling unit of the Applicant was listed in a current co-occupant's name, and the co-occupant has failed to pay or to make satisfactory arrangement to pay an outstanding bill or undisputed portion of a disputed bill for service at the prior dwelling unit, the collection of which is not barred under applicable State or federal law; or
7. Application was made by an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bill.

16-c With Fourteen (14) Days Notice

Berlin may terminate service with fourteen (14) calendar days notice for violation of the terms of the Customer's service agreement or this Tariff, as provided in COMAR 20.31.02.02, such as the following:

1. Failure of the Customer to fulfill any contractual obligation for service, including payment of bills described in Section 4 of this document, subject to regulations of the Public Service Commission;
2. Failure of the Customer to permit Berlin or its agents to have reasonable access to its equipment located on or in the Premises;
3. Failure of the Customer to provide Berlin adequate deposit described in Section 3 of this document; or
4. Failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, as specified by Berlin as a condition for obtaining service, or if the equipment or permissions are withdrawn or terminated.

16-d Termination Procedures

Terminations with 14 days' notice shall adhere to the following procedures as provided by COMAR 20.31.02.05:

1. Berlin may commence termination procedures only after reasonable attempts to collect any past-due bill using normal collection procedures, including at least one notice that the bill is past due;
2. Berlin shall send a separate notice of termination to the Customer at least fourteen (14) days before termination; and

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3. Notices of termination shall be delivered in person or sent by first class mail and shall be sent to the name and address of the person in whose name the Account is held, unless the Customer has designated a third person to receive termination notices. In that case, notices of termination shall be sent to both the Customer and designated third person.

16-e Reconnection Charge

If the service has been disconnected for any of the above reasons, the Reconnection Charge in Section 18 must be paid before the Town will reconnect service. The Reconnection Charge is in addition to any other charges which may be applicable.

16-f Orders for Reconnect

Orders for reconnect service received after 3:00 p.m. will be connected the following business day.

16-g Emergency Reconnection Charge

For reconnections made before 8:00 a.m. or to accommodate same-day requests after 3:00 p.m., Monday through Friday or anytime on Saturdays, Sundays, or Berlin holidays, the charge for the Customer requested emergency reconnection is as listed in Section 18.

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**17. Discontinuance of Service by Customer**

17-a Notice to Discontinue

The Customer must give Berlin at least three (3) days' written notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter shall have been disconnected or read. Such notice prior to the expiration of a contract term will not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

17-b Completion of Term

If, by reason of any act, neglect or default of a Customer, Berlin's service is suspended, or Berlin is prevented from supplying service in accordance with the terms of any contract it may have entered into, the minimum charge for the remaining contract term shall become due and payable immediately as liquidated damages.

17-c Final Bill

The final bill for service based on actual meter reading is due and payable when rendered.

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**18. Fees and Charges**

18-a Connection Charges- New Service: [1]

Residential	\$30.00
Non-Residential	\$30.00
Temporary Service (construction)	\$30.00

[1] Connection charges are NOT refundable.

18-b Reconnection Charges:

During Business Hours [2]	\$30.00
During Non-Business Hours [2]	\$60.00

[2] Business hours are listed in Section 1-k.

18-c Residential Service Extension (Section 7): \$10.00 per foot

18-d Chargeable Service Call:

During Business Hours	\$50.00
During Non-Business Hours	\$100.00

18-e Meter Test Fee:

Energy Only (Watt-hour) Meter	\$35.00
Demand (and Energy) Meter	\$50.00

18-f Returned Check Fee: \$28.00

18-g Late Payment Charge (Monthly): 1.5% of Past Due Balance [3]

[3] Limited to 5.0% cumulative total.

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**CLASSIFICATION #1  
RESIDENTIAL SERVICE**

**Availability:**

This rate applies to all household uses of electricity in one-family residences or one-family apartments.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Term of Contract:**

Open order from month to month, except when special investment is made to provide service, a contract of one year or more may be required.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge.

**Customer Charge:**

\$4.60 per month

**Energy Charges:**

First	500 kWh per billing month @	9.892 ¢ per kWh
All Over	500 kWh per billing month @	8.465 ¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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**CLASSIFICATION #2  
SMALL GENERAL SERVICE (NON-DEMAND)**

**Availability:**

This rate is available for non-residential service when monthly energy use does not exceed 3,500 kWh more than once in any twelve (12) consecutive months. This rate will be available for an existing Customer in another Classification, if the Customer's energy usage fails to exceed 3,500 kWh for twelve (12) consecutive months.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Term of Contract:**

Open order from month to month, except when special investment is made to provide service, a contract of one year or more may be required.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge.

**Customer Charge:**

\$5.50 per month

**Energy Charge:**

All billing month kWh @ 10.467 ¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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**CLASSIFICATION #3  
GENERAL SERVICE (DEMAND)**

**Availability:**

This rate is available for non-residential service when monthly consumption exceeds 3,500 kWh more than once annually.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge plus the Demand Charge.

**Customer Charge:**

\$8.80 per month

**Demand Charge:**

\$6.20 per kW of monthly Billing Demand

**Energy Charges:**

First	5,000 kWh per billing month @	7.250¢	per kWh
All Over	5,000 kWh per billing month @	4.937¢	per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

**Primary Voltage Discount:**

A discount of 3.0% of the Energy and Demand Charges will be applied when the Customer takes service at 14.4 kV or 24.9 kV and installs, owns, and maintains all transforming, switching, and protection equipment beyond the interconnection with the Town's system.

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**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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**CLASSIFICATION #4**  
**LARGE GENERAL SERVICE**

**Availability:**

This rate is available for non-residential service when the maximum monthly Billing Demand exceeds 250 kW. This rate will cease to be applicable if an existing Customer's Billing Demand is less than 250 kW for twelve (12) consecutive months.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge plus the Demand Charge.

**Customer Charge:**

\$25.00 per month

**Demand Charge:**

\$9.50 per kW of monthly Billing Demand

**Energy Charges:**

All kWh @ 4.773¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

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Title: Mayor

**Primary Voltage Discount:**

A discount of 3.0% of the Energy and Demand Charges will be applied when the Customer takes service at 14.4 kV or 24.9 kV and installs, owns, and maintains all transforming, switching, and protection equipment beyond the interconnection with the Town's system.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**PRIMARY SERVICE (4,160 VOLTS)  
(DISCONTINUED EFFECTIVE NOVEMBER 28, 2012)**

**Availability:**

This rate is only available to Customers who were receiving service at 4,160 volts as of August 25, 1989. This schedule will be discontinued effective November 28, 2012. No new Customers were served at this voltage after August 25, 1989. The Customer must own and maintain all transforming, switching, and protective equipment.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Demand Charge:**

\$6.76 per kW of monthly Billing Demand

**Energy Charge:**

5.760¢ per kWh for all billing month kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**CLASSIFICATION #5**  
**PRIMARY SERVICE (14.4 kV or 25 kV)**

**Availability:**

This rate is available for primary voltage service supplied and metered at 14.4 kV (14,400 volts) or 25 KV (24,900 volts) with minimum contract Billing Demand of 500 KW. The Customer must install, own, and maintain all transforming, switching, and protective equipment on the Customer's side of the interconnection with the Town's system.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Demand Charge:**

\$9.22 per kW of monthly Billing Demand

**Energy Charge:**

4.630¢ per kWh for all billing month kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater. However, the Billing Demand shall not be less than 500 kW or the minimum Billing Demand stipulated in the contract for service, whichever is greater.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**CLASSIFICATION #6  
OUTDOOR STREET AND AREA LIGHTING SERVICE**

**Availability:**

This rate is available throughout the service area of the Town for lighting of streets, highways, parking lots, and other public and private property. Monthly charges will include the Customer Charge plus applicable charges for each lighting unit:

**Monthly Customer Charge:**

\$3.03 per Customer

**Monthly Rates for Each Lighting Unit:**

	<u>Standard Fixture</u>	<u>kWh</u>
<b>Mercury Vapor: [1]</b>		
8,600 Lumens (175 w)	\$9.63	70
<b>High Pressure Sodium:</b>		
18,000 Lumens (150 w)	\$9.94	60
29,000 Lumens (250 w)	\$14.18	100
50,000 Lumens (400 w) [1]	\$19.91	159
<b>Induction:</b>		
3,500 Lumens (50 w) [1]	\$7.94	20
5,040 Lumens (70 w)	\$7.49	28
6,000 Lumens (80 w)	\$7.78	32
<b>Low Pressure Sodium: [1]</b>		
8,000 Lumens (55 w)	\$7.16	24
22,500 Lumens (135 w)	\$13.69	54
<b>Non-standard Lighting- Maintenance Only</b>		
Victorian Decorative (100 w HPS)	\$4.28	43

[1] No longer available for new installations.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Terms of Service:**

1. Service will be provided for a minimum term of three years, and thereafter from month to month until terminated by either party with sixty (60) days advance written notice. The Customer will be responsible for the cost incurred for removal of facilities, if service is terminated within three years. Termination charges paid for the balance of the contract period will be refunded for any months included in a new Customer's contract prior to removal of the lighting facilities.
2. Lighting will be provided from dusk to dawn using the Town's standard fixtures mounted on the Town's distribution poles. For installations after July 1, 2012, the Customer will be responsible for reimbursement of the installed cost of any new poles, conductor, underground service, and other facilities, except the fixture, bulb, standard arm, and labor for installation on existing distribution poles. The Customer will be responsible for the entire cost of installation and materials for any non-standard fixtures and poles. The monthly charge will be sufficient to cover the cost of lamp maintenance and power.
3. The Town will maintain lighting fixtures and re-lamp them promptly during normal work hours upon notification of outage. Lighting units must be accessible to service trucks and personnel for maintenance to be performed.
4. The Town reserves the right to discontinue service, if the cost of maintenance is excessive due to vandalism or other reasons.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**PCA RIDER  
POWER COST ADJUSTMENT**

**Monthly Power Cost Adjustment (PCA):**

The Power Cost Adjustment is an amount per kilowatt-hour (kWh) to be added to or subtracted from the Customer's billing each month so that increases or decreases in the total cost of generated and purchased power can be recovered.

The PCA factor shall equal total power cost divided by total kWh sales for the three preceding months adjusted for the power cost recovered in the base rates and the Actual Cost Adjustment (ACA). The ACA is from annual review of actual power costs and collections by the Maryland Public Service Commission. The purpose of the ACA is to reconcile actual costs incurred and collections from Customers over time.

The formula for the PCA calculation is:

$$\frac{PP + G}{S} - \text{Base} + \text{ACA}, \text{ where}$$

**PP = Power Costs**, including all costs incurred for the purchase of energy, capacity, transmission, losses, congestion, and Ancillary Services by the Town

**G = Generation Costs**, including fuel and lubricating oil expense of power generated by the Town's power plant

**S = Sales** in kWh to Customers

**Base = Power Cost in Base Rates**, i.e., \$.03231/kWh effective October 1, 1999.

**ACA = Actual Cost Adjustment** per kWh determined by the Maryland Public Service Commission in its annual review of power costs and collections from Customers.

**Annual ACA Reconciliation:**

The annual ACA is calculated based on the sum of Power Cost Adjustment and Base Rate Power Cost recovery revenues less the actual cost of power for the twelve (12) months October through September. The difference adjusted for the previous year's ACA balance is divided by annual kWh sales and applied as a credit or debit in monthly Power Cost Adjustment calculations over the annual recovery period.

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Issued: November 28, 2012

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Effective: November 28, 2012

Title: Mayor

**CCR Rider**  
**Conservation Cost Recovery**

**Purpose**

The Conservation Cost Recovery (CCR) is designed to recover demand-side management, energy efficiency, and other conservation program costs and lost revenues of Commission-approved conservation programs.

**Program Costs**

1. Direct program costs subject to the following:
  - a) Actual fixed costs not in excess of 100% of the expected budgeted amounts identified in individual program design filings or other Commission approved filings, and
  - b) Actual variable costs (i.e. costs directly related to Customer participation) not in excess of 150% of the expected budgeted amounts identified in individual program design filings or other Commission approved filings subject to Commission staff audit.

If fixed or variable costs are less than 80% or greater than 120% of the expected program budget, the Town of Berlin shall include an explanation in the annual conservation surcharge filing to the Commission and may be subject to Commission staff audit. Fixed and variable costs must be budgeted and identified in the individual program design filings or other Commission approved filings.

2. Actual common costs (i.e. General and Administration Costs) will be allocated to each approved program in proportion to directly assigned program costs. Common costs shall be limited to budgeted amounts identified in individual program design filings, unless modified by the Commission. Common costs must be budgeted and identified in the individual program design filings or other Commission approved filings.
3. Revenues lost due to energy (kWh) reductions less any savings from avoided purchases.

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Issued: November 28, 2012

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Effective: November 28, 2012

Title: Mayor

**CCR Formula**

The CCR rate per kWh shall be calculated based on the following formula:

$$\text{CCR} = \frac{\text{(E+R+C)}}{\text{S}}$$

where:

E = Annual capital costs and expenses corresponding to the design and implementation of conservation programs. Such costs are amortized on a straight-line basis over the number of years the program is expected to be effective.

R = Base rate revenues not billed because of lost sales corresponding to conservation programs. Lost revenues are calculated based on either: 1) known energy and Demand savings from program evaluation, or 2) projected energy and Demand savings due to MPSC-approved programs.

C = Annual correction mechanism to “true-up” the difference between conservation related costs incurred and revenues collected under the CCR.

S = Twelve month sales forecast for the subject rate classifications.

**Applicability**

The recovery of costs incurred in the development, implementation, and operation of conservation programs shall be applied only to the rate classes to which the programs are offered.

**CCR Charges**

The following CCR schedule shall be applied for all billing months beginning November, 2012 and continuing until such time an additional or a new CCR is approved.

Classification #1 – Residential Service	\$0.00000 per kWh
Classification #2 – Small General Service (Non Demand)	\$0.00000 per kWh
Classification #3 – General Service	\$0.00000 per kWh
Classification #4 – Large General Service	\$0.00000 per kWh
Classification #5 – Primary Service (14.4 kV or 25 kV)	\$0.00000 per kWh

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Issued: November 28, 2012

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Effective: November 28, 2012

Title: Mayor

**Rider NM  
NET METERING**

**Availability:**

This Rider is available to any Customer currently receiving service under the Town’s Electric Service Tariff when part or all of the electrical requirements are supplied from on-site generation which satisfies requirements of the Public Utilities Article, Section 7-306, of the Annotated Code of Maryland. The Customer is an “eligible customer-generator” if the Customer owns and operates, leases and operates, or contracts with a third party who owns and operates a biomass, micro combined heat and power, solar, fuel cell, closed conduit hydro, or wind electric generating system. The generating facilities must be (1) located on the Customer’s premises or contiguous property, (2) interconnected and operated in parallel with an electric company’s transmission and distribution facilities, and (3) intended primarily to offset all or part of the Customer’s own electricity requirements. No other energy resource may be interconnected to eligible customer-generator’s facilities, except electric service provided by the Town.

To be eligible for net metering, a micro combined heat and power electric generating system may not have a generating capacity of more than 30 kW. Capacity of other generation may not exceed 2 MW. Output of the electric generating system may not exceed 200% of the Customer’s “baseline annual usage” as defined in the Maryland Public Service Commission regulations codified at COMAR §20.50.10.

Closed conduit hydro means a hydroelectric generating facility that: (a) generates electricity within existing piping or limited adjacent piping of a potable water supply system, (b) is owned or operated by a municipal corporation or public water authority, and (c) is designed to produce less energy than is consumed to operate the water supply system.

This Rider will be closed to new Customers after the total installed capacity of biomass, micro combined heat and power, wind, fuel cell, and solar electric generating systems within the State of Maryland reaches 1,500 MW.

**Billing:**

The eligible customer-generator shall pay the Town any amount owing for electric service provided in accordance with the rate schedule applicable for the Customer’s service. Except as modified in this Rider, service to the Customer is subject to provisions of the rate schedule and other terms of the Town’s Electric Service Tariff.

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Issued: November 28, 2012

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Effective: November 28, 2012

Title: Mayor

**Net Energy:** Net Energy in any billing period shall be energy supplied to the Customer by the Town less any energy generated by the Customer and fed back into the Town's system at such times as Customer's generation exceeds Customer's requirements. Net Energy shall be determined by metering provided by the Town which is capable of measuring the flow of electricity in two directions. If special metering is required, the Customer will reimburse the additional installed cost incurred by the Town.

**Net Excess Generation:** Net Excess Generation is the amount, if any, by which the energy generated by the Customer and fed back into the Town's system exceeds the energy supplied by the Town in any billing period. Net Excess Generation, expressed in kWh, may be carried forward for billing credit for up to twelve months and until the end of the billing cycle that is completed immediately prior to the end of April of each year. Net Excess Generation applied in any billing month may not exceed the Net Energy consumed by the Customer in the billing month.

The billing period to be used shall be the billing period for the Customer under the Town's applicable rate schedule. If in any billing period the energy supplied by the Town exceeds electricity generated by the customer-generator, the customer-generator shall be required to pay all applicable charges per the terms of the Customer's rate schedule, with energy charges based upon the Net Energy consumed less any prior period Net Excess Generation. If the energy generated by the customer-generator exceeds the energy supplied by the Town during the month, the customer-generator shall be required to pay all applicable charges per the terms of the Customer's rate schedule.

The eligible customer-generator shall accrue Net Excess Generation for a period not to exceed 12 months that ends with the billing cycle that is complete immediately prior to the end of April of each year. The Town shall carry forward Net Excess Generation until the eligible customer-generator's consumption of electricity from the Town eliminates the Net Excess Generation or the accrual period expires. On or before 30 days after the billing cycle that is complete immediately prior to the end of April of each year the Town shall pay each eligible customer-generator for the dollar value of any accrued net excess generation remaining at the end of the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April.

Within 15 days after the date the eligible customer-generator closes the eligible customer-generator's account, the Town shall pay the eligible customer-generator for the dollar value of any accrued Net Excess Generation remaining at the time the eligible customer-generator closes the account.

The Net Excess Generation, expressed as kWh, shall be converted to a dollar value by multiplying the Net Excess Generation by the generation or commodity portion of the rate that

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Title: Mayor

the customer-generator would have been charged by the Town averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April. The generation or commodity portion of the rate shall be equivalent to the commodity rate charged by the Town's energy supplier to the Town.

**Interconnection Criteria:**

Interconnection with the Town's electric system requires submission to the Town of a fee (if applicable), an Interconnection Application, and complete electrical plans as set forth in the Code of Maryland Regulations (COMAR) 20.50.09. The Town shall review the Interconnection Application and accept or reject it according to the standards set forth in COMAR 20.50.09.

The interconnection requires prior written approval by the Town. Final approval will be contingent upon completion of an Interconnection Contract, which shall not be accepted until the customer has provided a Certificate of Completion and the Town has approved the interconnection, in accordance with COMAR 20.50.09. The Interconnection Contract shall be the appropriate Interconnection Contract required by the Maryland Public Service Commission found at this website address:

[http://webapp.psc.state.md.us/intranet/ElectricInfo/home\\_new.cfm](http://webapp.psc.state.md.us/intranet/ElectricInfo/home_new.cfm).

The interconnection point for the service shall be on the customer's side of the meter. The Customer is financially responsible for the costs of the interconnection including plan review, isolation scheme, voltage regulation, wiring, labor, special metering and inspection. Protective equipment required on the Customer's side of the interconnection shall be installed, maintained, corrected and updated by the Customer at Customer's expense.

In addition, the Town may need to extend or modify its facilities to provide for the receipt of energy from the Customer's generating facilities, or install special metering. Such work shall be performed by the Town at the Customer's expense. Upon reasonable request, the Town shall provide a good faith estimate of the necessary expense. For new services, such expense shall be determined by the difference between total costs and the investment the Town would make to install a normal service without the Customer's generating facilities.

The Customer's generating facilities shall be designed, installed, operated, and maintained in accordance with prudent utility practice; all applicable governmental laws and regulations; and safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. As provided in the Interconnection Contract, changes to the operation, wiring, or controls of the project are subject to prior approval by the Town, to be obtained by following the Interconnection Application process.

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The Customer's generating facilities will operate under normal conditions in parallel with the Town's electric system. However, the eligible customer-generator shall provide automatic protection for the generating facilities to cease parallel operation immediately and disconnect fully from the Town's electric system during any power outage or other critical contingency specified by the Town.

The Customer's generating facilities' electrical quality must be 60 Hz alternating current, having voltage and phase characteristics acceptable to the Town. Operation of the equipment shall not result in flicker, voltage fluctuations, or interference with electronic equipment or cause damage to the Town's or any other customer's equipment. The Customer's generating facilities shall be capable of being manually and automatically isolated from the Town's system within a maximum of ten seconds and provide for automatic disconnection.

The Customer will be responsible for maintaining power factor for output of the generating facilities equivalent to requirements imposed by Delmarva Power and Light Company on the Town. In the event the Town incurs any charges or other costs as a result of the noncompliance of the generator's output with the Delmarva Power & Light reactive power requirements, such costs will be reimbursed promptly by the Customer upon presentation of documented costs. The Town may, at its sole discretion and with prior written notice to Owner, install such facilities on its system as are needed to satisfy the requirements, if the Customer fails to do so. The Customer will reimburse such costs promptly upon completion of the installation and presentation of an itemized invoice of costs incurred by the Town.

Generation served under this Rider may not be used to generate electric energy for another party or for use at any other service location. The eligible customer-generator may not install any equipment, connection, wires, or cable to distribute electric energy to another party or to any other service location. Aggregation will not be permitted except as provided by Rider ANM, Aggregated Net Metering, which is implemented to comply with COMAR 20.50.10.

**Interruption of Service:**

The Town does not guarantee continuous service and may require eligible customer-generator to interrupt or reduce deliveries of energy. Interruption of service or reduction of deliveries may be required (a) in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Town's equipment or part of the electric system; or (b) if the Town determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Service may be interrupted, also, if the generating facilities cause interference with electric service to others.

The Customer's service is subject to disconnection at any time the Customer fails to comply with any of the requirements of this Rider for interconnection and operation of generation. Whenever

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Effective: November 28, 2012

Title: Mayor

practical, the Town shall give the Customer reasonable notice of interruption or reduction of deliveries.

However, if at any time the Town determines, in its sole discretion, that operation of the electric generation may be unsafe, jeopardize electric system stability, or cause damage to property, the Town shall have the right to disconnect the eligible customer-generator's service immediately, without notice. Service shall remain disconnected until the Town is satisfied that such conditions have been corrected. Any decision to interrupt service is subject to review by the Engineering Division of the Public Service Commission, or the Commission's designee.

The Town shall have access to eligible customer-generator's premises to (a) inspect customer-generator's protective devices, (b) read and test metering, and (c) disconnect the Customer's facilities. Such access may be without notice in the event of unsafe conditions, jeopardy of system stability, potential damage to property, or interference with service to other customers.

**Amendment:**

This Rider and other provisions of the Town's Electric Service Tariff are subject to amendment upon approval of the Maryland Public Service Commission.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**RIDER ANM  
AGGREGATE NET METERING**

**Availability:**

1. This Rider ANM (Aggregate Net Metering) is available to any qualified “eligible customer generator” defined in Rider NM (Net Metering) and where the eligible customer generator:
2. Meets one of the following criteria:
  - A. Uses the electrical service for agriculture;
  - B. Is a not-for-profit organization or business; or
  - C. Is a municipal government or its affiliated organizations.
3. Has each account aggregated under the same person or legal entity and the:
  - A. Eligible customer generator provides ninety (90) days’ notice to the Town by submitting an approved application with the following information:
    - i) The eligible customer generator may seek up to five (5) individual metered accounts, which are identified by account number, name, meter number, rate schedule and address, and listed in the order the credits should be applied after the host account;
    - ii) The host account is identified along with a description of the location, capacity and fuel type;
    - iii) PJM queue number if eligible customer generator’s capacity exceeds 1 MW.
  - B. The eligible customer generator may change its list of aggregated metered accounts no more than once annually by providing the Town with sixty (60) days’ written notice; and
  - C. To continue under this Rider ANM the eligible customer generator must notify the Town of any change in ownership of the account by providing sixty (60) days’ written notice.
4. The eligible customer generator intends to offset all or part of the customer’s own electricity requirements;
5. The eligible customer generator is interconnected to the Town’s system;

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Issued: November 28, 2012

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Effective: November 28, 2012

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**Interconnection Criteria:**

The Interconnection Criteria of Rider NM shall apply to this Rider ANM.

**Delivery Voltage:**

The delivery voltage of the eligible customer generator shall be at the same voltage level and at the same delivery point as if the eligible customer generator were purchasing all of its electricity from the Town.

**Contract Term:**

The contract term shall be the same as that under the eligible customer generator's applicable Service Classification. A completed Interconnection Application/agreement, submitted by the customer and accepted by the Town is required for service provided under this Rider ANM.

**Billing:**

The eligible customer-generator shall pay the Town any amount owing for electric service provided in accordance with the rate schedule applicable for the Customer's service. Except as modified in this Rider, service to the Customer is subject to provisions of the rate schedule and other terms of the Town's Electric Service Tariff. Under this rider, only the per kilowatt-hour charge components of the eligible customer generator's bills are affected. All other billing components and charges, such as the Customer Charge, Demand Charge and Minimum Bill are not affected by this rider. The monthly charges shall be based on one of the following conditions:

1. When the aggregated monthly energy meter readings register that the eligible customer generator has consumed more energy than the eligible customer generator has delivered to Berlin's system by the end of the monthly billing period, the eligible customer generator shall be charged for the electricity consumed based on the rates and charges under the eligible customer generator's applicable rate schedule.
2. Credit shall be applied first to the meter through which the eligible customer generator supplies electricity (Host Account), then through the remaining metered accounts for the eligible customer generator according to the rank order as specified in accordance with Section 3A(i) (or as modified in Section 3B.)
3. When the eligible customer generator's aggregated accounts deliver more energy to Berlin's delivery system than the eligible customer generator consumed at the end of the monthly billing period ("Net Excess Generation"), Berlin shall take ownership of

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such Net Excess Generation and the eligible customer generator shall be charged the greater of:

- A. The Customer Charge and any applicable non-energy charges such as Demand Charge under the eligible customer generator's applicable rate classification, or
  - B. The monthly Minimum Charge under the eligible customer generator's applicable rate classification.
4. Berlin will carry forward the Net Excess Generation until the eligible customer generator's consumption of electricity from the grid eliminates the Net Excess Generation or until the end of the billing cycle that is completed immediately prior to the end of April each year.
  5. The Net Excess Generation, expressed as kWh, shall be converted to a dollar value by multiplying the Net Excess Generation by the generation or commodity portion of the rate that the eligible customer generator would have been charged by the Town averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April. The generation or commodity portion of the rate shall be equivalent to the commodity rate charged by the Town's energy supplier to the Town.
  6. On or before 30 days after the billing cycle that is complete immediately prior to the end of April of each year, Berlin shall pay each eligible customer generator for the dollar value of any accrued Net Excess Generation remaining at the end of the previous 12-month period ending with the billing cycle that is complete immediately prior to the end of April of that year.
  7. Within sixty (60) days after the date the eligible customer generator closes its account, Berlin shall pay the eligible customer generator for the dollar value of any accrued Net Excess Generation remaining at the time the eligible customer generator closes the account.

**Interconnection Criteria:**

Interconnection with the Town's electric system requires submission to the Town of a fee (if applicable), an Interconnection Application, and complete electrical plans as set forth in the Code of Maryland Regulations (COMAR) 20.50.09. The Town shall review the Interconnection Application and accept or reject it according to the standards set forth in COMAR 20.50.09.

The interconnection requires prior written approval by the Town. Final approval will be contingent upon completion of an Interconnection Contract, which shall not be accepted until the customer has provided a Certificate of Completion and the Town has approved the interconnection, in accordance with COMAR 20.50.09. The Interconnection Contract shall be the appropriate Interconnection Contract required by the Maryland Public Service Commission

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found at this website address:

[http://webapp.psc.state.md.us/intranet/ElectricInfo/home\\_new.cfm](http://webapp.psc.state.md.us/intranet/ElectricInfo/home_new.cfm).

The interconnection point for the service shall be on the customer's side of the meter. The Customer is financially responsible for the costs of the interconnection including plan review, isolation scheme, voltage regulation, wiring, labor, special metering and inspection. Protective equipment required on the Customer's side of the interconnection shall be installed, maintained, corrected and updated by the Customer at Customer's expense.

In addition, the Town may need to extend or modify its facilities to provide for the receipt of energy from the Customer's generating facilities, or install special metering. Such work shall be performed by the Town at the Customer's expense. Upon reasonable request, the Town shall provide a good faith estimate of the necessary expense. For new services, such expense shall be determined by the difference between total costs and the investment the Town would make to install a normal service without the Customer's generating facilities.

The Customer's generating facilities shall be designed, installed, operated, and maintained in accordance with prudent utility practice; all applicable governmental laws and regulations; and safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. As provided in the Interconnection Contract, changes to the operation, wiring, or controls of the project are subject to prior approval by the Town, to be obtained by following the Interconnection Application process.

The Customer's generating facilities will operate under normal conditions in parallel with the Town's electric system. However, the eligible customer-generator shall provide automatic protection for the generating facilities to cease parallel operation immediately and disconnect fully from the Town's electric system during any power outage or other critical contingency specified by the Town.

The Customer's generating facilities' electrical quality must be 60 Hz alternating current, having voltage and phase characteristics acceptable to the Town. Operation of the equipment shall not result in flicker, voltage fluctuations, or interference with electronic equipment or cause damage to the Town's or any other customer's equipment. The Customer's generating facilities shall be capable of being manually and automatically isolated from the Town's system within a maximum of ten seconds and provide for automatic disconnection.

The Customer will be responsible for maintaining power factor for output of the generating facilities equivalent to requirements imposed by Delmarva Power and Light Company on the Town. In the event the Town incurs any charges or other costs as a result of the noncompliance of the generator's output with the Delmarva Power & Light reactive power requirements, such costs will be reimbursed promptly by the Customer upon presentation of documented costs. The

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Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

Town may, at its sole discretion and with prior written notice to Owner, install such facilities on its system as are needed to satisfy the requirements, if the Customer fails to do so. The Customer will reimburse such costs promptly upon completion of the installation and presentation of an itemized invoice of costs incurred by the Town.

**Interruption of Service:**

The Town does not guarantee continuous service or continuous acceptance of Net Excess Generation, and the Town may require the eligible customer-generator to interrupt or reduce deliveries of energy. Interruption of service or reduction of deliveries may be required (a) in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Town's equipment or part of the electric system; or (b) if the Town determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Service may be interrupted, also, if the generating facilities cause interference with electric service to others.

The Customer's service is subject to disconnection at any time the Customer fails to comply with any of the requirements of this Rider for interconnection and operation of generation. Whenever practical, the Town shall give the Customer reasonable notice of interruption or reduction of deliveries.

However, if at any time the Town determines, in its sole discretion, that operation of the electric generation may be unsafe, jeopardize electric system stability, or cause damage to property, the Town shall have the right to disconnect the eligible customer-generator's service immediately, without notice. Service shall remain disconnected until the Town is satisfied that such conditions have been corrected. Any decision to interrupt service is subject to review by the Engineering Division of the Public Service Commission, or the Commission's designee.

The Town shall have access to eligible customer-generator's premises to (a) inspect customer-generator's protective devices, (b) read and test metering, and (c) disconnect the Customer's facilities. Such access may be without notice in the event of unsafe conditions, jeopardy of system stability, potential damage to property, or interference with service to other customers.

**Amendment:**

This Rider and other provisions of the Town's Electric Service Tariff are subject to amendment upon approval of the Maryland Public Service Commission.

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Title: Mayor

**TOWN OF BERLIN, MARYLAND**

**Municipal Electric Utility  
of the  
Mayor and Council of Berlin**

**Electric Service Tariff**

**Including Terms and Conditions of Service  
and  
Rate Schedules**

(This Electric Service Tariff Supersedes P.S.C.  
MD. No. 10 Together with All Supplements)

Town of Berlin  
10 William Street  
Berlin, Maryland 21811

Telephone: (410) 641-2770

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Title: Mayor

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**GENERAL PROVISIONS**

**1. General Information**

1-a Definitions

“Account” shall mean the electric service provided through one Delivery Point under this Tariff.

“Ancillary Services” shall mean those power delivery services provided by PJM for efficient and reliable operation of the transmission system.

“Applicant” shall mean any person, corporation, or other entity seeking to receive electric service from the Town under this Tariff.

“Berlin” and the word “Town” shall mean the Mayor and Council of Berlin.

“COMAR” shall mean the Code of Maryland Regulations.

“Customer” shall mean any person, firm, association, or corporation, or any agency of the federal, State or local government, being supplied with electric service by Berlin.

“Delivery Point” shall mean the interconnection between the Town’s delivery facilities and the Customer’s electrical facilities.

“Demand” shall mean the rate of use of energy over a period of time measured in kW.

“kW” shall mean 1,000 watts, a measure of Demand.

“kWh” shall mean the energy equivalent to 1,000 watts used over one hour.

“Line Extension” shall mean the overhead or underground lines and associated facilities which must be constructed to extend the Town’s primary voltage distribution system to reach the lot line of the Premises or location from which the Applicant’s Service Extension will be installed.

“PJM” shall mean PJM Interconnection, LLC, the entity responsible for operation and control of the bulk electric power transmission system which includes the State of Maryland.

“Premises” shall mean one contiguous property location, which may have one or more Delivery Point of electric service, each of which will be a separate Account.

“Public Service Commission”, or “Commission”, shall mean the Public Service Commission of Maryland.

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“Service Extension” shall mean the section of the Town’s electric delivery facilities between the primary voltage distribution network and the Customer’s Delivery Point.

“Service Classification” or “Classification” shall mean the schedule in this Tariff of rates, fees, charges and other provisions applicable to the category of electric service provided to any Customer.

“State” shall mean the state of Maryland.

“Tariff” shall mean this Electric Service Tariff, including the terms and conditions and rate schedules herein.

1-b Filing and Postings

A copy of this Tariff is filed with the Public Service Commission and a copy is open for inspection by the public in the Town of Berlin office.

1-c Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time-to-time, in accordance with the provisions of the Public Service Commission Law.

1-d Statement by Agents

No representative has authority to modify any rule or provisions of this Tariff, or to bind Berlin by any promise or statement contrary thereto, unless the same shall be incorporated in the Contract, and signed by an authorized representative of the Town of Berlin.

1-e Applicability of Tariff

The provisions of this Tariff are applicable to all electric service provided by the Town and shall be a part of every contract for service.

1-f Interpretation

The interpretation of the Tariff as to its intent and applicability will be made by Berlin subject to the approval of the Commission.

1-g No Prejudice of Rights

The failure by Berlin to enforce any of the provisions of this Tariff shall not be deemed a waiver of its rights to do so.

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1-h Gratuities to Employees

Berlin's employees are strictly forbidden to demand or accept any personal compensation or gift, gratuity or special consideration from any member of the public for services performed while working for the Town of Berlin.

1-i Available Voltages

Voltages available to Customers on the Berlin Electric System are:

- 120 – 240 – 208 volts,
- 440 – 480 volts,
- 2,400 volts grandfathered (no longer available for new service),
- 4,160Y volts grandfathered (no longer available for new service),
- 14.4 kV phase to ground, and
- 24.9 kV phase to phase.

In all cases, the Town will make the final determination of voltage to be supplied to a Customer taking into consideration Customer's needs and voltages available to Customer's Premises.

1-j Disputes

In the event of a dispute between the Town and a Customer or Applicant, either party may submit the particulars of the complaint to an authorized representative of the Town for review and further action, if necessary. If the Town determines that its actions with regard to the dispute are consistent with the Code of Maryland Regulations; orders of the Commission; and its own Tariff, the Town shall notify the Customer and may:

1. Require full payment of the bill, or
2. Begin termination proceedings.

If a Customer disputes the Town's determination, the Town will make available the address and telephone number of the Consumer Assistance and Public Affairs (CAPA) section of the MPSC. The Customer also has the right to submit an inquiry to the Public Service Commission under COMAR 20.32.01.04.

The Town requires the Customer to pay the undisputed portion of a bill while resolution or disposition of a dispute is pending. The Town may terminate a Customer's service while resolution or disposition of a dispute is pending if the conditions under COMAR 20.31.02.03 are satisfied: Hazardous conditions, Customer's use of equipment that interferes with Town's

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equipment, Customer's tampering with Town equipment, or Customer's unauthorized use of service by any method.

1-k Office Hours and Address

The Town of Berlin's office hours are 8:30 a.m. – 5:00 p.m., Monday through Friday.

The Town's administrative office is located at:

Town of Berlin  
10 William Street  
Berlin, MD 21811

The telephone number at the Town office is 410-641-2770 and the FAX number is 410-641-2316.

Email inquiries may be sent to [info@berlinmd.gov](mailto:info@berlinmd.gov).

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**2. Application and Contract for Service**

2-a Contract for Service

An application for service may be required from each Customer. This application when executed by Berlin constitutes the contract between Berlin and the Customer, subject to the terms and conditions, rates, fees, and any other charges in this Tariff applicable to the Customer's service. Charges for service shall begin at the time service is made available to the Customer, whether service is based on an accepted signed application, verbal or written agreement or otherwise. Applicants must be eighteen (18) years of age or older, unless signed by a cosigner.

2-b Right to Reject Application

Berlin may reject any application for service if the Applicant does not meet all the applicable requirements of this Tariff. Residential service also may be denied in accordance with rules set out in COMAR 20.50.04.01-2, Denial of Application for Residential Service.

Service may be denied for any of the following or other reasons permitted by COMAR 20.50.04.01-2:

1. The Applicant has an outstanding bill with the Town and satisfactory arrangements have not been made to pay the bill, or undisputed portion of the bill, the collection of which is not barred under applicable State or federal law.
2. An application for service is made:
  - (a) In a fictitious name.
  - (b) In the name of an individual who is not an occupant of the Premises, without disclosure of the individual's actual address.
  - (c) In the name of a third party without disclosing the fact or without bona fide authority from a third party.
  - (d) Without disclosure of a material fact or by misrepresentation of a material fact.
  - (e) By an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bills.

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2-c One Point of Delivery

For each new billing Account, there shall be only one Delivery Point and one meter. For existing installations, each meter will have a separate billing Account, each of which will be subject to the application of the appropriate retail rate classification.

2-d Service at New Locations

Service at new locations will be rendered only when bills for service to the Customer at any other locations for the same type of service in Berlin’s system have been paid. Two types of service are recognized, residential and non-residential. Service will not be rendered at new locations until all conditions of the Town’s Electric Rules and Regulations have been satisfied.

2-e Permanent Service Contracts

Standard contracts shall be for terms as specified in the applicable Service Classification, except when large or special investment is necessary for the supply of service, or where service is to be used for temporary, seasonal or unusual purposes. In such circumstances, contracts for terms other than specified in the Service Classification, or with special guarantees of revenue, or both, may be required.

2-f Temporary Service

Temporary service is not recurrent in nature and is required for temporary facilities or during construction of permanent facilities. Service for construction purposes, trailers not connected to public water and sewer, and carnivals are examples of this class of service. Such service will not be rendered where additions to Berlin’s generating, transmission, or substation facilities are required, except under terms that will not result in loss of revenue to Berlin.

The entire cost of labor and facilities installed for connecting and disconnecting service must be paid by the Customer, subject to the credit for materials returned in a first-class condition. A deposit sufficient to cover the installation and removal of Berlin’s facilities, plus the estimated cost of electricity may be required in advance.

Temporary electric service is available only under the Service Classification “General Service”. The minimum monthly bill for this service will be as specified under the minimum charge provision of the rate Classification.

Temporary service is available only for ninety days. If permanent service cannot be accepted within ninety days by the Customer, then reapplication for additional temporary service may be required by the Applicant each thirty days thereafter. In any case, the temporary service will expire if the building permit expires under terms provided in the code of the Town of Berlin. Berlin may refuse to grant temporary service for cause at any time.

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2-g Right of Way

The Applicant requesting service shall furnish without expense to Berlin, suitable rights-of-way over, under or upon the Applicant's owned or leased property as necessary for the construction, maintenance and operation of the Town's electric facilities. Such rights-of-way shall grant Berlin the right to trim and/or clear trees and other obstructions as it deems necessary. These rights-of-way shall grant the Town permission to utilize locations suitable to the Town for the installation of Town electrical facilities. The Applicant must file a legal deed describing the right of way.

If it is necessary to acquire such right from persons other than the Applicant in order for Berlin to provide electric service to the Applicant, the Applicant shall obtain such rights as Berlin deems suitable. The Town of Berlin will not be responsible for any delays in obtaining rights-of-way or easements.

Suitable rights-of-way, cleared of trees, tree stumps and other structures, at no cost to Berlin, must be furnished by the Applicant in reasonable time to meet service requirements. The work site must be graded to within six (6) inches of final grade and a grade certification form must be provided by the Applicant before Berlin will commence construction. The Applicant is responsible for maintaining clearance and grading throughout the construction period. If subsequent to construction start-up, the clearance or grade is changed in such a way to require relocation of underground facilities, the cost of such relocation shall be borne by the Applicant or his successor.

The Applicant shall furnish to Berlin, as required, and at no charge, copies of property plats, grading plans, roadway profiles, and other items showing details of proposed construction. The information will be provided in reasonable time to allow Berlin to engineer, design, and construct its facilities in a safe and efficient manner to meet service requirements and to comply with laws, codes and rules and regulations.

Berlin will construct, own, operate and maintain overhead and underground distribution lines only along public streets, roads, and highways which Berlin has the legal right to occupy and on public land and private property across which rights-of-way and easements satisfactory to Berlin have been obtained by the Applicant within a reasonable time and without cost or condemnation by Berlin.

2-h Non-transferability of Service

The contract for service is not transferable. When the application is made jointly by co-signers, upon the death of either such Customer, the application or contract shall be deemed to be held solely by the survivor(s), subject to and upon the Tariffs provided for.

2-i Hazardous Conditions

The Applicant shall notify the Town of any hazardous conditions at the site where the Town's facilities will be installed and operated. The Town shall not be required to install its facilities or provide electric service until any such hazardous condition(s) no longer exist(s).

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**3. Customer Deposits**

3-a General Policy

Berlin may require from a Customer or prospective Customer a cash deposit to guarantee payment of final bills for service. Such deposit shall be for residential Customers two-twelfths (2/12) of the estimated annual charges for service for the ensuing 12 months. For nonresidential Customers, the deposit shall be the maximum estimated charge for service for two consecutive billing periods. An additional deposit may be required by Berlin in cases involving a service for short periods or for special occasions. Except for Customers with previous delinquent Accounts, deposits may be paid in installments over a maximum of three months with invoices for service.

A deposit shall be due on any delinquent electric Account before reconnection of electric service when service has been disconnected for non-payment. The deposit will be in addition to payment of the delinquent balance less any previous deposit.

3-b Residential Deposits

A deposit is required for residential service unless satisfactory credit is established in accordance with COMAR 20.30.02.02. The Town will make available to Customers a copy of the applicable COMAR criteria for establishing satisfactory credit.

3-c Non-residential Deposits

1. A deposit is required for permanent non-residential service unless satisfactory credit is established in accordance with COMAR 20.30.01.02.B. The Town will make available to Customers a copy of the applicable COMAR criteria for establishing satisfactory credit.

3-d Return of Deposits

Berlin will automatically and promptly refund the deposit plus interest if the Customer meets the following standards.

1. Residential Customer

Paid the last twelve (12) consecutive monthly bills without more than two occasions when a bill was in arrears, without having had service disconnected for non-payment of bills in the past twelve (12) months, and is not currently delinquent in the payment of bills.

2. Non-Residential Customer

Paid the last twelve (12) consecutive monthly bills without more than two occasions when a bill was in arrears, without having had service disconnected for non-payment of bills within the past two (2) years, has not presented an insufficient funds check for payment within the last two years, and is not delinquent in the payment of his bills.

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Berlin shall review the Account on request of the Customer, but not more often than once every twelve (12) months, to afford the Customer the recurring opportunity to meet the standards and thereby obtain a return of deposit. Berlin shall review all deposits annually.

3-e Interest

The rate of interest payable on all deposits shall be the rate calculated by the Maryland Public Service Commission each December and transmitted to the Town for use the next calendar year. A copy of the letter of transmittal shall be maintained on file in the Town Hall.

Simple per annum interest will be paid on any deposit or any installment on a deposit from the first day the deposit or the installment is held. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated, or on the date notice is sent to the Customer's last known address that the deposit is no longer required. Interest will be paid when the deposit is returned or applied to Customer's bill.

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**4. Payment Terms**

4-a Billing Period

Bills will be submitted on a monthly basis. The minimum and maximum number of days for which Berlin will bill a customer at Berlin's regular monthly rates for service will not be less than 25 days or more than 35 days. Final bills will be computed on the basis of final meter readings and actual consumption.

4-b Due Date, Late Payment Charge, and Disconnection for Non-Payment

All bills are due upon receipt of the bill. Past due bills are subject to a late payment charge equal to 1½% of the unpaid balance, subject to a maximum cumulative amount of 5% of the invoice amount as provided by COMAR 20.30.03.01. Such late charge may be imposed upon a bill which is more than 20 days past due for a residential Customer, and more than 15 days past due for other Customers. Service is subject to discontinuation if a bill remains unpaid, as outlined in Section 16c.

Berlin may continue service to a Customer who would otherwise be disconnected, if the Customer enters into a written agreement which extends reasonable security and assurance satisfactory to Berlin that any arrearage will be paid within a reasonable period of time. Customers also may be eligible for assistance with past due electric bills under the Utility Service Protection Program (USPP) or Electric Universal Service Program (EUSP).

4-c Utility Service Protection Program (COMAR 20.31.05)

The Utility Service Protection Program (USPP) is designed to assist low-income families during the winter heating months. Customers who are interested in the USPP must first apply for the Maryland Energy Assistance Program (MEAP). Upon receiving notification that the Customer has been approved for an MEAP grant, the Customer will be eligible for participation in the USPP.

1. Calculation of payment amount – The Customer's billing for the preceding 12 months will be totaled. The amount of the MEAP grant will be deducted from the total. This amount will be divided by 12.
2. The monthly bill shall state the amount of the USPP billing, actual usage for the month, and the cost of the actual usage for the month.
3. Conditions of USPP – The USPP does not cancel any portion of an electric bill. Customers must make monthly payments on a timely basis under terms of these Rules and Regulations.

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Customers not complying with the terms are subject to termination. The Town will provide at least one warning notice that the payment is past due and that non-payment of two consecutive bills will render the Customer subject to removal from the USPP program and service termination.

4. How to apply for MEAP assistance – Customers may contact the local Office of the Department of Housing and Community Development which handles the MEAP program. The office is located at:

Shore-Up Inc.  
520 Snow Hill Road  
Salisbury, Maryland 21801-0430  
Phone: 410-749-1142

5. The USPP will be offered prior to November 1 of each year.

4-d Budget Billing Plan

Residential Customers are qualified for the Budget Billing Plan (BBP) after one year of continued usage. The average monthly payment is calculated by totaling the previous twelve months usage and dividing by twelve. Current rates are then applied to the average usage level.

It is the responsibility of the Customer to contact the Town office by June of each year to be considered for the BBP. At the end of eleven months of BBP, the Town will calculate the amount of “true-up” necessary to balance the Account. A note will then be sent with the Customer billing explaining the excess “true-up” billing, in cases of under-collection, or the credit to be applied to the Customer’s bill, in cases of over-collection.

4-e Returned Checks

Checks received in payment of bills rendered for, but not limited to, electric service, Customer deposits, and reconnection charges, which are returned to Berlin unpaid by the Customer’s bank, will result in an additional charge which may be found in Section 18. If a Customer has two bad checks over a twelve month period, the Town reserves the right to request payment in cash or money order.

4-f Estimated Bills

When Berlin’s meter reader is unable at any regular reading date to gain access to the Customer’s Premises and read the meter, Berlin may render an estimated bill. Berlin may also render an estimated bill when meter malfunction makes the meter reading inaccurate as defined in Section 10-b.

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**5. Administration of Service Classification**

5-a Load Inspections

The Customer will provide safe access to the service Premises at all reasonable times for the Town's representatives to read meters and to check and perform work on the Town's electrical facilities.

5-b Bill Changes – Improper Service Classification

If the Customer is found to be on an improper Service Classification as the result of investigation made at the Customer's request or by routine inspection, the change of billing to the proper Service Classification will first apply to the bill for the month during which the investigation is made.

5-c Choice of Service Classification

If more than one Service Classification is available for similar types of service, the Customer shall select the Service Classification which is most applicable. The Town reserves the right to change the Service Classification, if the Customer's service is or becomes ineligible for the Classification selected.

5-d Town Assistance

Berlin, upon request, will assist the Customer in the selection of the most appropriate Service Classification, but the responsibility of making the selection of Service Classification shall at all times rest with the Customer.

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**6. Customer Installation Requirements**

6-a Customer's Wiring

All wiring and accessories on the Customer's side of the interconnection with the Town's facilities, except metering equipment, shall be furnished, installed, and maintained by the Customer. The Town will not be liable for loss or damage resulting from such wiring or equipment. The Town may delay the construction of a Line Extension and/or Service Extension until the Applicant has completed the wiring and installation of the equipment necessary to receive and use service.

6-b Description of Installation

For any new Service Extension, the Applicant must complete and submit an Electric Service Load Form to Berlin including a list of devices which will be installed by the Customer and the location of the installation. Berlin will determine the characteristics of service and the point at which service will be connected and metered based on information provided in the Electric Service Load Form. If Berlin deems it necessary, the Applicant shall present in writing complete equipment specifications, connected electric loads, site and grading plans, location plan, electric vaults, cable runs, substations and other data required to assess service requirements.

6-c Inspection by Approved Agency

All new wiring and equipment or changes in wiring and equipment shall conform to the standards of the National Electrical Code, the National Electrical Safety Code, and those of local Public Authorities in force at the time. Berlin may refuse to supply electricity to the Applicant if the Town believes the wiring or appliances do not comply with recognized requirements.

6-d Reverse Phase Relay

The Customer shall install at Customer's own expense a reverse phase relay of approved type on all motors or other equipment where a definite direction of rotation must be maintained. Berlin will not in any way be liable for loss or damage resulting from the failure of the Customer to install reverse phase relays.

6-e Phase Protection

The Customer shall install and maintain at Customer's own expense suitable voltage or current-type devices which will protect equipment from damage in the event of phase outage. Berlin will not in any way be liable for loss or damage resulting from the failure of the Customer to install suitable voltage or current type devices.

6-f Motor(s) Requirements

The Customer shall advise and consult with the Town or the Town's Engineers as to expected load, type of motor and starting current, and the voltage and phase of service required.

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Berlin reserves the right to impose requirements such as limiting the size of motors on single-phase service or restricting starting current. Charges for costs not normally incurred or for extending facilities to provide Customer's service also may be applicable.

6-g Meter Sockets

Single pan meter sockets for new residential installations and replacements will be provided by Berlin, subject to reimbursement by Applicants. All other meter sockets must be approved by Berlin and purchased, owned and maintained by the Applicant. Berlin reserves the right to disconnect service to an Applicant whose socket(s) are not maintained in a safe operating manner. Berlin does not stock multiple pan meter sockets and shall not be responsible for the interruption of service or replacement of the multiple pan sockets in the event of failure.

6-h Surge Protection and Uninterrupted Power Supply– Computers and Electronic Equipment

The Customer is responsible for installing, owning, and maintaining suitable surge protection equipment to protect computers and other sensitive electronic devices.

When the Customer has important, sensitive electronic data, the Customer shall be responsible for installing uninterruptible power supply (UPS) equipment, if needed to protect the data. The Town of Berlin will not be liable for any damage to the Customer's electronic equipment, computer hardware, or loss of data associated with the computer hardware and associated equipment, except for willful default or neglect on the part of the Town of Berlin. Also refer to Section 12-c

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**7. Service Extensions**

7-a General Policy

“Service Extension” as used in this Tariff refers to the Town’s electric delivery facilities between the primary voltage distribution network and the interconnection with the Customer’s electrical facilities, or Delivery Point. Service Extensions may be installed overhead or underground on public or private rights-of-way consistent with rules of the Public Service Commission of Maryland. Each Service Extension shall be designed and constructed with sufficient capacity and adequate facilities, in the Town’s determination, to provide safe and reliable electric service to meet the Customer’s requirements.

For residential Service Extensions, the Town’s connection facilities will be installed to the corner of the residence closest to where the Town’s distribution facilities enter the Premises. The Town’s service conductors shall terminate at the meter or main disconnect device if served from underground line, or at the service connection knob on the residence if served from an overhead line. Any modifications will be subject to the Town’s prior approval. The Customer also may be required to install conduit for the Town’s underground facilities under any paved driveway, street, or other paved area. Service Extensions will not be connected until all requirements are met by the Customer, including payments and deposits.

7-b Underground Service – Residential

All new residential Service Extensions shall be underground in accordance with COMAR 20.85.03.01. Berlin shall install, own, and maintain such Service Extensions. The charge for new residential Service Extensions shall be on a per foot basis as listed in the fees and charges in Section 18. The fee is based on direct burial costs in unobstructed areas. Other costs, such as conduit under paved areas or repair of landscaping (sod, bushes, etc.), pools, sheds, brick patios, etc. will be the responsibility of the Applicant or property owner.

The charge for Service Extensions to single family dwellings will be subject to a minimum charge of \$1,000. Other residential Service Extensions will be subject to a minimum charge of \$400. The payments shall not be waived or refunded.

7-c Underground Service – Non-residential

The Town will provide, own, and maintain non-residential Service Extensions, subject to reimbursement of all costs by Applicants. Each Applicant shall pay in advance the estimated installed cost of Service Extension facilities, including material, labor, equipment, and any other applicable costs. Such payments shall not be waived or refunded.

The Customer will be responsible to provide, install, and maintain all facilities from the Customer’s facility up to the interconnection with Berlin’s facilities at the Delivery Point. The Customer shall bear all the expense of the materials, installation, maintenance and replacement of such facilities.

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7-d Right to Inspect, Maintain, Repair, Replace, or Remove Berlin’s Equipment

All transformers, meters, and other facilities supplied by Berlin shall remain exclusive property of the Town. Berlin shall have the right to inspect, test, maintain, alter, or remove all its property from the Premises of the Customer at a reasonable time upon prior notice. It will not be necessary for Berlin to supply prior notice upon evidence of a hazardous condition endangering the equipment or the property on which it is installed or upon evidence of illegal tampering.

7-e Modifications or Relocation of Existing Service Facilities

Any modification or relocation of existing Berlin-owned service facilities requested by the Customer shall be at the expense of the Customer.

In the event the Town shall be required by any public authority to place underground or relocate any portion of the Town’s electric system, the Customer, at Customer’s expense, shall make the necessary changes in the location of Customer’s facilities to accommodate the changes.

7-f Discontinued Service

When electric service is discontinued, the Town may leave its service connection facilities on the Premises, so future Customers can be served. Rights-of-way for maintenance and subsequent service will remain with the Town.

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**8. Distribution Line Extensions**

8-a General

“Line Extension” refers to overhead or underground lines and associated facilities which must be constructed to extend the Town’s primary voltage distribution network to reach the lot line of the Premises or location from which the Applicant’s Service Extension will be installed. Line Extensions may be constructed along public streets, roads, and highways, or on private property. The facilities will be installed in accordance with rules of the Maryland Public Service Commission, and will be designed and constructed with sufficient capacity and adequate facilities, in the Town’s determination, to provide safe and reliable electric service to meet the Customer’s requirements.

8-b Line Extension– to Serve a Single Family Residence

When distribution lines will be extended along existing rights-of-way to serve one residential Customer or when the Applicant provides rights-of-way at no cost to Berlin, Berlin will extend its distribution lines two hundred (200) feet to serve a Customer at no charge. As part of this extension, Berlin will provide at no cost to the Applicant, material and all construction labor to install distribution cable, transformers, switchgear, and protective devices. Extensions in excess of two hundred (200) feet shall be at the Customer’s expense. The Customer shall pay in advance the estimated installed cost or applicable pro rata cost of the facilities over two hundred (200) feet. If the Customer’s cost of the Line Extension appears to be prohibitive, the Customer may petition the Town for consideration of the potential for service to other Customers from the extension.

8-c Line Extensions to Provide Non-residential, Multiple Occupancy, or Residential Subdivision Service

For line extensions to serve non-residential Customers, multiple occupancy buildings, or a residential subdivision, Berlin will require the following division of costs prior to providing service:

1. Berlin will provide, at no cost to the Applicant, all construction labor to install distribution cable, poles, transformers, switchgear and protective devices for the Line Extension up to Applicant’s lot line.
2. Berlin will supply and the Applicant will pay for the material and other costs for the Line Extension, including poles, insulators, conductors, terminators, guys, anchors, switches, protective devices, subsurface testing, engineering fees, legal costs, cost of restoring surface, curbing, sidewalks, paving, etc. The Applicant will convey the distribution extension materials to Berlin for one dollar (\$1.00) and Berlin will assume maintenance and replacement responsibilities.
3. The Applicant will provide and pay for all rights-of-way and easements for the lines, equipment, construction access, and maintenance access.

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4. For costs to be borne by the Applicant, fifty percent (50%) must be paid prior to ordering materials, and the remaining fifty percent (50%) will be paid after materials are received. Installation will not be started until payment is received.
  
5. If any distribution Line Extension: (a) increases reliability of the system; (b) provides for desired service to other Customers or prospective Customers; or (c) is a portion of an extension already planned for by Berlin in the five or ten year system study plan, then at Berlin's sole option and judgment, all or a portion of the charges above for the Line Extension costs may be waived.

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**9. Meter Installations**

9-a Meters Supplied By Berlin

Berlin will furnish, install, maintain, and own the metering equipment necessary for measurement of the service supplied under each contract. The metering equipment installed will be adequate to measure the electricity supplied, as determined by the Town from information provided by the Customer.

When a Customer or other party representing the Customer requests the Town to install alternative metering and associated equipment, the Customer shall reimburse the additional cost incurred by the Town for the requested facilities and arrangements. The Town shall make reasonable efforts to furnish, install and maintain such metering equipment for the Customer, provided that the equipment satisfies the Town's electrical and data processing requirements. The Town shall own such alternative metering equipment. If feasible and requested by the Customer, the Town will provide on-site pulse outputs which will allow the Customer access to energy consumption data. Any isolation relay or other equipment installed for this purpose will be the property of the Town. When the Customer requests an electronic communication link for remote access of metering information, the Customer shall be responsible for all arrangements, maintenance, and expense of the communication link. Unless authorized by the Town, only the Town shall have access, directly or remotely, to its metering equipment. Upon the Town's authorization, metered data shall be made available to Customer's designee. Any non-standard costs incurred by the Town for alternative metering equipment or special metering arrangements shall be reimbursed promptly by the Customer upon request and explanation by the Town. Any dedicated phone line required by the Customer for monitoring of the alternative metering equipment shall be the responsibility of the Customer.

9-b Meter Locations

The Town shall designate the location of the meter. The Customer shall provide, without charge to the Town, a suitable place for the meter or meters, instrument transformers or other equipment of Berlin. Such place shall be of convenient access to Berlin. The Customer is responsible for keeping metering areas clean, clear of debris, and accessible to the Town.

9-c Capacity of Berlin Meters

The meters, instrument transformers, service connections, and other equipment supplied by Berlin for each Customer have limited load capacity. No additions to the equipment or load interconnected with the Town's system will be allowed except by prior notification and consent of Berlin. Also refer to Section 12-e.

9-d Berlin's Equipment

All meters, instrument transformers and other service equipment supplied by Berlin shall remain its exclusive property. The Customer will provide access and Berlin shall have the right to test, alter, and maintain its equipment or to remove all its property from the Premises of the Customer

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at any time after the termination of service, whatever may have been the reason for such termination.

9-e Reverse Registration

Berlin, may, by ratchet or other device, control its meters so as to prevent reverse registration. Where the Customer has on-site generation, the Town may supply a meter to measure the output of self-generation.

9-f Meter Testing

Meters are subject to testing periodically to comply with requirements of the Maryland Public Service Commission or otherwise to confirm accurate measurement of each Customer's use. Additionally, meter testing may be requested by the Customer as provided in Section 10-c.

9-g Residential Multiple Occupancy Buildings

Each residential unit in a multiple occupancy building constructed after July 1, 1978 shall be separately metered.

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**10. Adjustment of Charges For Billing or Metering Errors**

10-a Fast Meters

Whenever a meter is tested and found to have over-registered more than 2%, Berlin shall recalculate the bills for service of the last Customer of record receiving service through the meter and shall make a refund of the excess amount paid by the Customer. The refund shall be limited to the periods established below:

Known Date of Error: If the date on which the error first developed or occurred can be established, the bills for service shall be recalculated from that time.

Unknown Date of Error: If the time at which the error first developed or occurred cannot be established, it shall be assumed that the over-registration existed for a period of 3 years or a period equal to one-half of the time since the meter was last tested, whichever is less.

10-b Slow or Stopped Meters

Whenever a meter is found to be more than 2% slow, Berlin may bill the Customer one-half of the unbilled error for a period of twelve months, unless the meter has been tested within that twelve month period, in which event Berlin may bill the Customer one-half the unbilled error for the period since the meter was last tested. If the amount of under-registration is less than Five Dollars (\$5.00), Berlin shall not adjust the bill. In the event a meter is found stopped, an estimated bill will be rendered.

10-c Requests for Meter Tests

Upon request by a Customer, Berlin shall test the Customer's meter provided that such tests need not be made more frequently than once in eighteen (18) months. If tests of meters at the Customer's request are performed more frequently than once in eighteen (18) months, or the meter is within the allowance for accuracy, Berlin shall charge the Customer a fee (as listed in Section 18) for testing the meter. No charge shall be made for testing a meter which upon test is found to exceed the allowable accuracy limits as defined in this section. The Customer or Customer's representative must be present when the meter is tested.

A written report of the results of the test shall be made to the Customer within a reasonable time after the completion of the test. The report will be kept on file at the Town Electric Office for at least three (3) years.

10-d Demand Meter

Whenever a Demand meter, the readings or indications of which are utilized in computing the charges for service, is found upon tests made by Berlin to be in error in excess of the limits

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indicated below, the charges to the Customer shall be adjusted in the same manner as prescribed under the watt-hour meters above.

Limits of Accuracy

Class II Integrated-Demand Meters

±2% of Full Scale Reading

10-e Billing Errors

Overcharges or undercharges because of incorrect application of the rate schedule, incorrect calculation of charges or similar reasons shall be corrected, immediately upon discovery.

1. Overcharges

The total overcharge for the period the discrepancy occurred shall be refunded or credited to the Customer.

2. Undercharges

Unless authorized by the Commission, Berlin will not seek recovery of undercharges which occurred more than twelve (12) months before the discovery of the error. Berlin may seek the Commission's authorization for retroactive billing for undercharges which occurred more than twelve (12) months, but not more than three (3) years before the discovery of the error, if the Customer knew or reasonably should have known that the bills were in error. Installment payments for the Customer will be arranged without interest up to the number of months the Account was billed in error.

10-f Accidental Ground

When an accidental ground exists, which occurred without knowledge of the Customer, which has resulted in the meter registering more kilowatthours than the Customer has used, the billing for one month immediately prior to the discovery will be adjusted as follows:

The average kilowatthour consumption for the three months prior to the ground, or for the corresponding month of the previous year, whichever is more equitable, will be used as the basis for determining the estimated actual kilowatthour use. One half of the difference between the estimated use and the metered amount will be added to estimated actual use. The Customer's adjusted bill will be calculated on the total. Proportionate adjustment will be made on the current month billing up to the time the accidental ground was discovered. No subsequent adjustment will be made.

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**11. Continuity of Service by Berlin**

11-a Berlin Liability

Berlin does not guarantee continuous and uninterrupted electric service and shall not be liable for any loss, cost, damage or expense to any Customer occasioned by any change, interruption, phase reversal, or resumption of service due to any cause beyond the reasonable control of Berlin.

11-b Notice of Trouble

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

11-c Prearranged Interruption of Service

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practical, at a time that will cause the least inconvenience to the Customers. The Customers to be affected by such interruptions shall be notified in advance, if feasible, by serving notice to the individual property location.

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**12. Customer's Use of Service**

12-a Resale Forbidden

The Customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of the electric energy provided by Berlin, except within some apartment houses, office buildings, and shopping centers in compliance with the Code of Maryland Regulations. Purchase of energy in bulk for use by tenants located on the Customer's property, when the cost to the tenant of such energy is included in the normal rental charge, shall not be considered as resale.

12-b Fluctuations

Electric service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in Berlin's supply system. Should such fluctuation or disturbance be caused by the Customer, Berlin may discontinue service or require the Customer to modify his installation and/or install approved controlling devices.

12-c Transient Voltages

Some data processing and other equipment are sensitive to transient voltages which occur in commercial power systems in routine operation. Berlin shall not be liable for any transient-related consequential damage or economic loss.

Upon request, Berlin will provide information on products and devices which are intended to reduce or eliminate such adverse effects. However, Berlin assumes no responsibility for the products or devices. Also refer to Section 6-h.

12-d Use of Service Other Than Stated in Contract

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

12-e Change of Installation

The Customer shall give immediate written notice to Berlin of any proposed substantial increase or decrease in connected load, or change of purpose or location. Failure to give notice of additions or changes in load or location shall render the Customer liable for any costs or damage caused by the additional or changed installation. Also refer to Section 9-c.

12-f Limitation of Use

No other source of electric service shall be introduced or permitted directly or indirectly for the Customer's use without prior written notice to and consent in writing from Berlin. When another source of electricity is introduced from which the Customer's requirements can be supplied, automatic protection must be installed to prevent back-feeding of energy onto the Town's electric

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system, unless specifically permitted. Berlin shall not unreasonably withhold such consent after proper technical and safety interconnection arrangements have been made.

12-g Superimposition of Electric Signals on Town's Electric System

When the Customer superimposes any signal for equipment control, communication, or for any other reason, the Customer is responsible for ensuring that the signal does not enter or otherwise adversely affect operation of the Town's metering or electric system.

12-h Unbalanced Loads

For any Demand-metered service, if the variance in load between phases exceeds ten percent (10%) of the lesser phase, the Town reserves the right to compute Demand for billing assuming the load on each phase is equal to the load on the phase with the highest Demand.

12-i Power Factor

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

12-j Characteristics of Service

Electric service will be sixty (60) hertz single phase or three phase alternating current at one of the standard secondary or primary voltages available from the Town. The characteristics of service available may vary by location on the electric system and size of load. Service voltage shall be maintained within limits prescribed by the Maryland Public Service Commission, except under emergency or other conditions beyond the reasonable control of the Town.

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**13. Defects in Customer's Installation**

13-a Berlin's Right to Inspect

Berlin shall have the right, but shall not be obliged, to inspect any installation before or after electricity is introduced, and reserves the right to reject any wiring or appliance not in accordance with the Berlin standard requirements. The inspection or failure to inspect, or to reject, shall not render Berlin liable or responsible for any loss or damage, resulting from defects in the installation, wiring, or appliance, or from violation of Berlin's Tariff, or from accidents which may occur upon the Premises of the Customer.

13-b Defective Installations

If at any time the wiring, fixtures, or appliances of the Customer are found to be defective or dangerous by Berlin's representative, service may be refused or discontinued until the Customer has the condition corrected.

13-c Customer's Responsibility

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

13-d Berlin Liability

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

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**14. Access to Premises**

14-a General

The authorized agents or representatives of Berlin shall have access during normal business hours and other reasonable times to the Premises of the Customer for the purpose of reading meters and installing, inspecting, removing, or repairing any of the property of Berlin situated thereon.

14-b Tree Trimming

The Town reserves the right to trim and/or clear trees and other obstructions as it deems necessary for protection of the Town's equipment and for the provision of reliable service. The Town also may require the Customer to trim and/or clear trees to the satisfaction of the Town before service is installed or restored.

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**15. Tampering with Berlin's Property**

**15-a Tampering Expressly Forbidden**

No person, except a duly authorized representative of Berlin, shall make any connection or disconnection, either temporary or permanent between the service load of the Customer and the service wires of Berlin. No person except a duly authorized representative of Berlin shall set, change, remove, or interfere with or make any connections to Berlin's meter, wiring, or other property. By accepting service, the Customer agrees to respect the integrity of the meter seal. Except in an emergency, breaking the meter seal shall be interpreted as tampering and subject the Customer to discontinuance of service.

In the event Berlin's meter or other property is tampered or interfered with, the Customer being supplied through such equipment shall pay the amount which Berlin estimates is due for service used but not registered on Berlin's meter, and for the actual cost of any repairs, replacements, and changes in Customer's installation as may be required by Berlin.

**15-b Removing Meter or Sockets for Construction Modifications**

Berlin, upon reasonable notice, will remove and reinstall the meter to accommodate construction modification, subject to prompt reimbursement of the Town's costs by the Customer. If meters are removed or meter seals broken, Berlin will reinstall and reseal the meters, subject to prompt reimbursement of the Town's costs by the Customer.

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**16. Berlin's Right to Discontinue Service**

16-a Without Prior Notice

In the following circumstances, Berlin may disconnect the Customer immediately and without notice, as provided in COMAR 20.31.02.03:

These circumstances are:

1. Determination by Berlin that a condition on the Customer's Premises is hazardous;
2. Determination by Berlin that the Customer's use of equipment adversely affects Berlin's equipment or service to other Customers;
3. Determination by Berlin that the Customer is tampering with meters or other equipment furnished and owned by Berlin;
4. Determination by Berlin that the Customer is using service in an unauthorized manner by some method, including diversion of electricity around a meter;
5. Determination by Berlin that the Customer is reselling electricity to another party; or
6. Unavoidable shortage or interruption in the Town's supply of power, or other operating emergency.

16-b With Seven (7) Days Notice

If a Customer has secured service from Berlin from a falsified, incomplete or misleading application, as described below, service may be discontinued with 7 calendar days' notice as provided by COMAR 20.31.02.04.

1. Application was made in a fictitious name;
2. Application was made in the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address;
3. Application was made in the name of a third party without disclosing that fact or without bona fide authority from the third party;
4. Application was made without disclosure of a material fact or by misrepresentation of a material fact;
5. Application was made for connection of service to a dwelling where there are co-occupants, if a service Account for that dwelling unit was previously maintained in a current co-occupant's name during a period of co-occupancy with the Applicant and the co-occupant has failed to pay or make satisfactory arrangements to pay an outstanding bill or undisputed

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

6. Application was made for connection of service to a dwelling unit where there are co-occupants, if the service Account at a prior dwelling unit of the Applicant was listed in a current co-occupant's name, and the co-occupant has failed to pay or to make satisfactory arrangement to pay an outstanding bill or undisputed portion of a disputed bill for service at the prior dwelling unit, the collection of which is not barred under applicable State or federal law; or
7. Application was made by an individual for the purpose of assisting another occupant of a dwelling unit to avoid payment of that occupant's prior outstanding bill.

16-c With Fourteen (14) Days Notice

Berlin may terminate service with fourteen (14) calendar days notice for violation of the terms of the Customer's service agreement or this Tariff, as provided in COMAR 20.31.02.02, such as the following:

1. Failure of the Customer to fulfill any contractual obligation for service, including payment of bills described in Section 4 of this document, subject to regulations of the Public Service Commission;
2. Failure of the Customer to permit Berlin or its agents to have reasonable access to its equipment located on or in the Premises;
3. Failure of the Customer to provide Berlin adequate deposit described in Section 3 of this document; or
4. Failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, as specified by Berlin as a condition for obtaining service, or if the equipment or permissions are withdrawn or terminated.

16-d Termination Procedures

Terminations with 14 days' notice shall adhere to the following procedures as provided by COMAR 20.31.02.05:

1. Berlin may commence termination procedures only after reasonable attempts to collect any past-due bill using normal collection procedures, including at least one notice that the bill is past due;
2. Berlin shall send a separate notice of termination to the Customer at least fourteen (14) days before termination; and

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3. Notices of termination shall be delivered in person or sent by first class mail and shall be sent to the name and address of the person in whose name the Account is held, unless the Customer has designated a third person to receive termination notices. In that case, notices of termination shall be sent to both the Customer and designated third person.

16-e Reconnection Charge

If the service has been disconnected for any of the above reasons, the Reconnection Charge in Section 18 must be paid before the Town will reconnect service. The Reconnection Charge is in addition to any other charges which may be applicable.

16-f Orders for Reconnect

Orders for reconnect service received after 3:00 p.m. will be connected the following business day.

16-g Emergency Reconnection Charge

For reconnections made before 8:00 a.m. or to accommodate same-day requests after 3:00 p.m., Monday through Friday or anytime on Saturdays, Sundays, or Berlin holidays, the charge for the Customer requested emergency reconnection is as listed in Section 18.

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**17. Discontinuance of Service by Customer**

17-a Notice to Discontinue

The Customer must give Berlin at least three (3) days' written notice to discontinue service unless otherwise agreed upon and shall be liable for service taken until the meter shall have been disconnected or read. Such notice prior to the expiration of a contract term will not relieve the Customer from any minimum or guaranteed payment under any contract or Service Classification.

17-b Completion of Term

If, by reason of any act, neglect or default of a Customer, Berlin's service is suspended, or Berlin is prevented from supplying service in accordance with the terms of any contract it may have entered into, the minimum charge for the remaining contract term shall become due and payable immediately as liquidated damages.

17-c Final Bill

The final bill for service based on actual meter reading is due and payable when rendered.

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**18. Fees and Charges**

18-a Connection Charges- New Service: [1]

Residential	\$30.00
Non-Residential	\$30.00
Temporary Service (construction)	\$30.00

[1] Connection charges are NOT refundable.

18-b Reconnection Charges:

During Business Hours [2]	\$30.00
During Non-Business Hours [2]	\$60.00

[2] Business hours are listed in Section 1-k.

18-c Residential Service Extension (Section 7): \$10.00 per foot

18-d Chargeable Service Call:

During Business Hours	\$50.00
During Non-Business Hours	\$100.00

18-e Meter Test Fee:

Energy Only (Watt-hour) Meter	\$35.00
Demand (and Energy) Meter	\$50.00

18-f Returned Check Fee: \$28.00

18-g Late Payment Charge (Monthly): 1.5% of Past Due Balance [3]

[3] Limited to 5.0% cumulative total.

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**CLASSIFICATION #1  
RESIDENTIAL SERVICE**

**Availability:**

This rate applies to all household uses of electricity in one-family residences or one-family apartments.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Term of Contract:**

Open order from month to month, except when special investment is made to provide service, a contract of one year or more may be required.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge.

**Customer Charge:**

\$4.60 per month

**Energy Charges:**

First	500 kWh per billing month @	9.892 ¢ per kWh
All Over	500 kWh per billing month @	8.465 ¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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**CLASSIFICATION #2  
SMALL GENERAL SERVICE (NON-DEMAND)**

**Availability:**

This rate is available for non-residential service when monthly energy use does not exceed 3,500 kWh more than once in any twelve (12) consecutive months. This rate will be available for an existing Customer in another Classification, if the Customer's energy usage fails to exceed 3,500 kWh for twelve (12) consecutive months.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Term of Contract:**

Open order from month to month, except when special investment is made to provide service, a contract of one year or more may be required.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge.

**Customer Charge:**

\$5.50 per month

**Energy Charge:**

All billing month kWh @ 10.467 ¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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**CLASSIFICATION #3  
GENERAL SERVICE (DEMAND)**

**Availability:**

This rate is available for non-residential service when monthly consumption exceeds 3,500 kWh more than once annually.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge plus the Demand Charge.

**Customer Charge:**

\$8.80 per month

**Demand Charge:**

\$6.20 per kW of monthly Billing Demand

**Energy Charges:**

First	5,000 kWh per billing month @	7.250¢	per kWh
All Over	5,000 kWh per billing month @	4.937¢	per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

**Primary Voltage Discount:**

A discount of 3.0% of the Energy and Demand Charges will be applied when the Customer takes service at 14.4 kV or 24.9 kV and installs, owns, and maintains all transforming, switching, and protection equipment beyond the interconnection with the Town's system.

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Title: Mayor

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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| Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

| Effective: November 28-, 2012

Title: Mayor

**CLASSIFICATION #4  
LARGE GENERAL SERVICE**

**Availability:**

This rate is available for non-residential service when the maximum monthly Billing Demand exceeds 250 kW. This rate will cease to be applicable if an existing Customer's Billing Demand is less than 250 kW for twelve (12) consecutive months.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Minimum Bill:**

The minimum monthly bill shall be the Customer Charge plus the Demand Charge.

**Customer Charge:**

\$25.00 per month

**Demand Charge:**

\$9.50 per kW of monthly Billing Demand

**Energy Charges:**

All kWh @ 4.773¢ per kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**Primary Voltage Discount:**

A discount of 3.0% of the Energy and Demand Charges will be applied when the Customer takes service at 14.4 kV or 24.9 kV and installs, owns, and maintains all transforming, switching, and protection equipment beyond the interconnection with the Town's system.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**PRIMARY SERVICE (4,160 VOLTS)**  
**(DISCONTINUED EFFECTIVE ~~SEPTEMBER~~ NOVEMBER 28, 2012)**

**Availability:**

This rate is only available to Customers who were receiving service at 4,160 volts as of August 25, 1989. This schedule will be discontinued effective ~~September~~ November 28, 2012. No new Customers were served at this voltage after August 25, 1989. The Customer must own and maintain all transforming, switching, and protective equipment.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Demand Charge:**

\$6.76 per kW of monthly Billing Demand

**Energy Charge:**

5.760¢ per kWh for all billing month kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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| Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

| Effective: November 28-, 2012

Title: Mayor

**CLASSIFICATION #5  
PRIMARY SERVICE (14.4 kV or 25 kV)**

**Availability:**

This rate is available for primary voltage service supplied and metered at 14.4 kV (14,400 volts) or 25 KV (24,900 volts) with minimum contract Billing Demand of 500 KW. The Customer must install, own, and maintain all transforming, switching, and protective equipment on the Customer's side of the interconnection with the Town's system.

Service under this Classification may not be used with any other interconnected source of energy without the express written consent of the Town.

**Demand Charge:**

\$9.22 per kW of monthly Billing Demand

**Energy Charge:**

4.630¢ per kWh for all billing month kWh

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Billing Demand:**

Billing Demand shall be the maximum fifteen-minute integrated Demand during the billing month measured by the Town's Demand meter, or 50% of the highest monthly measured Demand in the previous eleven months, whichever is greater. However, the Billing Demand shall not be less than 500 kW or the minimum Billing Demand stipulated in the contract for service, whichever is greater.

**Power Factor:**

Any Customer with over 500 kW of maximum monthly Billing Demand, or any generation resource which exports energy onto the Town's system, will be responsible for installing equipment to comply with reactive power requirements of the Town's transmission service providers and power suppliers. The Town will meter and bill the Customer for any charges incurred due to the Customer's non-compliance and may, at the Town's sole option, install equipment to bring the Customer's service into compliance, with all costs reimbursed promptly by the Customer.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**CLASSIFICATION #6  
OUTDOOR STREET AND AREA LIGHTING SERVICE**

**Availability:**

This rate is available throughout the service area of the Town for lighting of streets, highways, parking lots, and other public and private property. Monthly charges will include the Customer Charge plus applicable charges for each lighting unit:

**Monthly Customer Charge:**

\$3.03 per Customer

**Monthly Rates for Each Lighting Unit:**

	<u>Standard Fixture</u>	<u>kWh</u>
<b>Mercury Vapor: [1]</b>		
8,600 Lumens (175 w)	\$9.63	70
<b>High Pressure Sodium:</b>		
18,000 Lumens (150 w)	\$9.94	60
29,000 Lumens (250 w)	\$14.18	100
50,000 Lumens (400 w) [1]	\$19.91	159
<b>Induction:</b>		
3,500 Lumens (50 w) [1]	\$7.94	20
5,040 Lumens (70 w)	\$7.49	28
6,000 Lumens (80 w)	\$7.78	32
<b>Low Pressure Sodium: [1]</b>		
8,000 Lumens (55 w)	\$7.16	24
22,500 Lumens (135 w)	\$13.69	54
<b>Non-standard Lighting- Maintenance Only</b>		
Victorian Decorative (100 w HPS)	\$4.28	43

[1] No longer available for new installations.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**Power Cost Adjustment (PCA) and Conservation Cost Recovery (CCR):**

The PCA and CCR apply to all energy use under this Classification.

**Terms of Service:**

1. Service will be provided for a minimum term of three years, and thereafter from month to month until terminated by either party with sixty (60) days advance written notice. The Customer will be responsible for the cost incurred for removal of facilities, if service is terminated within three years. Termination charges paid for the balance of the contract period will be refunded for any months included in a new Customer's contract prior to removal of the lighting facilities.
2. Lighting will be provided from dusk to dawn using the Town's standard fixtures mounted on the Town's distribution poles. For installations after July 1, 2012, the Customer will be responsible for reimbursement of the installed cost of any new poles, conductor, underground service, and other facilities, except the fixture, bulb, standard arm, and labor for installation on existing distribution poles. The Customer will be responsible for the entire cost of installation and materials for any non-standard fixtures and poles. The monthly charge will be sufficient to cover the cost of lamp maintenance and power.
3. The Town will maintain lighting fixtures and re-lamp them promptly during normal work hours upon notification of outage. Lighting units must be accessible to service trucks and personnel for maintenance to be performed.
4. The Town reserves the right to discontinue service, if the cost of maintenance is excessive due to vandalism or other reasons.

**Taxes:**

Any Franchise Tax, Sales Tax, or other governmental charges or credits applicable to the Customer's service will be added to bills rendered.

**Terms and Conditions:**

All service under this Classification is subject to the terms and conditions in the Town's Electric Service Tariff. The Tariff may be amended from time to time upon application by the Town and approval of the Maryland Public Service Commission.

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| Issued: November 28-, 2012 Signed: Wm. Gee Williams,III  
| Effective: November 28-, 2012 Title: Mayor

**PCA RIDER  
POWER COST ADJUSTMENT**

**Monthly Power Cost Adjustment (PCA):**

The Power Cost Adjustment is an amount per kilowatt-hour (kWh) to be added to or subtracted from the Customer's billing each month so that increases or decreases in the total cost of generated and purchased power can be recovered.

The PCA factor shall equal total power cost divided by total kWh sales for the three preceding months adjusted for the power cost recovered in the base rates and the Actual Cost Adjustment (ACA). The ACA is from annual review of actual power costs and collections by the Maryland Public Service Commission. The purpose of the ACA is to reconcile actual costs incurred and collections from Customers over time.

The formula for the PCA calculation is:

$$\frac{PP + G}{S} - \text{Base} + \text{ACA}, \text{ where}$$

**PP = Power Costs**, including all costs incurred for the purchase of energy, capacity, transmission, losses, congestion, and Ancillary Services by the Town

**G = Generation Costs**, including fuel and lubricating oil expense of power generated by the Town's power plant

**S = Sales** in kWh to Customers

**Base = Power Cost in Base Rates**, i.e., \$.03231/kWh effective October 1, 1999.

**ACA = Actual Cost Adjustment** per kWh determined by the Maryland Public Service Commission in its annual review of power costs and collections from Customers.

**Annual ACA Reconciliation:**

The annual ACA is calculated based on the sum of Power Cost Adjustment and Base Rate Power Cost recovery revenues less the actual cost of power for the twelve (12) months October through September. The difference adjusted for the previous year's ACA balance is divided by annual kWh sales and applied as a credit or debit in monthly Power Cost Adjustment calculations over the annual recovery period.

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Issued: November 28, 2012

Signed: Wm. Gee Williams, III

Effective: November 28, 2012

Title: Mayor

**CCR Rider**  
**Conservation Cost Recovery**

**Purpose**

The Conservation Cost Recovery (CCR) is designed to recover demand-side management, energy efficiency, and other conservation program costs and lost revenues of Commission-approved conservation programs.

**Program Costs**

1. Direct program costs subject to the following:
  - a) Actual fixed costs not in excess of 100% of the expected budgeted amounts identified in individual program design filings or other Commission approved filings, and
  - b) Actual variable costs (i.e. costs directly related to Customer participation) not in excess of 150% of the expected budgeted amounts identified in individual program design filings or other Commission approved filings subject to Commission staff audit.

If fixed or variable costs are less than 80% or greater than 120% of the expected program budget, the Town of Berlin shall include an explanation in the annual conservation surcharge filing to the Commission and may be subject to Commission staff audit. Fixed and variable costs must be budgeted and identified in the individual program design filings or other Commission approved filings.

2. Actual common costs (i.e. General and Administration Costs) will be allocated to each approved program in proportion to directly assigned program costs. Common costs shall be limited to budgeted amounts identified in individual program design filings, unless modified by the Commission. Common costs must be budgeted and identified in the individual program design filings or other Commission approved filings.
3. Revenues lost due to energy (kWh) reductions less any savings from avoided purchases.

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Issued: November 28-, 2012

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Effective: November 28-, 2012

Title: Mayor

**CCR Formula**

The CCR rate per kWh shall be calculated based on the following formula:

$$CCR = \frac{(E+R+C)}{S}$$

where:

E = Annual capital costs and expenses corresponding to the design and implementation of conservation programs. Such costs are amortized on a straight-line basis over the number of years the program is expected to be effective.

R = Base rate revenues not billed because of lost sales corresponding to conservation programs. Lost revenues are calculated based on either: 1) known energy and Demand savings from program evaluation, or 2) projected energy and Demand savings due to MPSC-approved programs.

C = Annual correction mechanism to “true-up” the difference between conservation related costs incurred and revenues collected under the CCR.

S = Twelve month sales forecast for the subject rate classifications.

**Applicability**

The recovery of costs incurred in the development, implementation, and operation of conservation programs shall be applied only to the rate classes to which the programs are offered.

**CCR Charges**

The following CCR schedule shall be applied for all billing months beginning November, 2012 and continuing until such time an additional or a new CCR is approved.

Classification #1 – Residential Service	\$0.00000 per kWh
Classification #2 – Small General Service (Non Demand)	\$0.00000 per kWh
Classification #3 – General Service	\$0.00000 per kWh
Classification #4 – Large General Service	\$0.00000 per kWh
Classification #5 – Primary Service (14.4 kV or 25 kV)	\$0.00000 per kWh

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**Rider NM**  
**NET METERING**

**Availability:**

This Rider is available to any Customer currently receiving service under the Town’s Electric Service Tariff when part or all of the electrical requirements are supplied from on-site generation which satisfies requirements of the Public Utilities Article, Section 7-306, of the Annotated Code of Maryland. The Customer is an “eligible customer-generator” if the Customer owns and operates, leases and operates, or contracts with a third party who owns and operates a biomass, micro combined heat and power, solar, fuel cell, closed conduit hydro, or wind electric generating system. The generating facilities must be (1) located on the Customer’s premises or contiguous property, (2) interconnected and operated in parallel with an electric company’s transmission and distribution facilities, and (3) intended primarily to offset all or part of the Customer’s own electricity requirements. No other energy resource may be interconnected to eligible customer-generator’s facilities, except electric service provided by the Town.

To be eligible for net metering, a micro combined heat and power electric generating system may not have a generating capacity of more than 30 kW. Capacity of other generation may not exceed 2 MW. Output of the electric generating system may not exceed 200% of the Customer’s “baseline annual usage” as defined in the Maryland Public Service Commission regulations codified at COMAR §20.50.10.

Closed conduit hydro means a hydroelectric generating facility that: (a) generates electricity within existing piping or limited adjacent piping of a potable water supply system, (b) is owned or operated by a municipal corporation or public water authority, and (c) is designed to produce less energy than is consumed to operate the water supply system.

This Rider will be closed to new Customers after the total installed capacity of biomass, micro combined heat and power, wind, fuel cell, and solar electric generating systems within the State of Maryland reaches 1,500 MW.

**Billing:**

The eligible customer-generator shall pay the Town any amount owing for electric service provided in accordance with the rate schedule applicable for the Customer’s service. Except as modified in this Rider, service to the Customer is subject to provisions of the rate schedule and other terms of the Town’s Electric Service Tariff.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28—, 2012

Title: Mayor

**Net Energy:** Net Energy in any billing period shall be energy supplied to the Customer by the Town less any energy generated by the Customer and fed back into the Town's system at such times as Customer's generation exceeds Customer's requirements. Net Energy shall be determined by metering provided by the Town which is capable of measuring the flow of electricity in two directions. If special metering is required, the Customer will reimburse the additional installed cost incurred by the Town.

**Net Excess Generation:** Net Excess Generation is the amount, if any, by which the energy generated by the Customer and fed back into the Town's system exceeds the energy supplied by the Town in any billing period. Net Excess Generation, expressed in kWh, may be carried forward for billing credit for up to twelve months and until the end of the billing cycle that is completed immediately prior to the end of April of each year. Net Excess Generation applied in any billing month may not exceed the Net Energy consumed by the Customer in the billing month.

The billing period to be used shall be the billing period for the Customer under the Town's applicable rate schedule. If in any billing period the energy supplied by the Town exceeds electricity generated by the customer-generator, the customer-generator shall be required to pay all applicable charges per the terms of the Customer's rate schedule, with energy charges based upon the Net Energy consumed less any prior period Net Excess Generation. If the energy generated by the customer-generator exceeds the energy supplied by the Town during the month, the customer-generator shall be required to pay all applicable charges per the terms of the Customer's rate schedule.

The eligible customer-generator shall accrue Net Excess Generation for a period not to exceed 12 months that ends with the billing cycle that is complete immediately prior to the end of April of each year. The Town shall carry forward Net Excess Generation until the eligible customer-generator's consumption of electricity from the Town eliminates the Net Excess Generation or the accrual period expires. On or before 30 days after the billing cycle that is complete immediately prior to the end of April of each year the Town shall pay each eligible customer-generator for the dollar value of any accrued net excess generation remaining at the end of the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April.

Within 15 days after the date the eligible customer-generator closes the eligible customer-generator's account, the Town shall pay the eligible customer-generator for the dollar value of any accrued Net Excess Generation remaining at the time the eligible customer-generator closes the account.

The Net Excess Generation, expressed as kWh, shall be converted to a dollar value by multiplying the Net Excess Generation by the generation or commodity portion of the rate that

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Issued: November 28-, 2012

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Effective: November 28-, 2012

Title: Mayor

the customer-generator would have been charged by the Town averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April. The generation or commodity portion of the rate shall be equivalent to the commodity rate charged by the Town's energy supplier to the Town.

**Interconnection Criteria:**

Interconnection with the Town's electric system requires submission to the Town of a fee (if applicable), an Interconnection Application, and complete electrical plans as set forth in the Code of Maryland Regulations (COMAR) 20.50.09. The Town shall review the Interconnection Application and accept or reject it according to the standards set forth in COMAR 20.50.09.

The interconnection requires prior written approval by the Town. Final approval will be contingent upon completion of an Interconnection Contract, which shall not be accepted until the customer has provided a Certificate of Completion and the Town has approved the interconnection, in accordance with COMAR 20.50.09. The Interconnection Contract shall be the appropriate Interconnection Contract required by the Maryland Public Service Commission found at this website address:

[http://webapp.psc.state.md.us/intranet/ElectricInfo/home\\_new.cfm](http://webapp.psc.state.md.us/intranet/ElectricInfo/home_new.cfm).

The interconnection point for the service shall be on the customer's side of the meter. The Customer is financially responsible for the costs of the interconnection including plan review, isolation scheme, voltage regulation, wiring, labor, special metering and inspection. Protective equipment required on the Customer's side of the interconnection shall be installed, maintained, corrected and updated by the Customer at Customer's expense.

In addition, the Town may need to extend or modify its facilities to provide for the receipt of energy from the Customer's generating facilities, or install special metering. Such work shall be performed by the Town at the Customer's expense. Upon reasonable request, the Town shall provide a good faith estimate of the necessary expense. For new services, such expense shall be determined by the difference between total costs and the investment the Town would make to install a normal service without the Customer's generating facilities.

The Customer's generating facilities shall be designed, installed, operated, and maintained in accordance with prudent utility practice; all applicable governmental laws and regulations; and safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. As provided in the Interconnection Contract, changes to the operation, wiring, or controls of the project are subject to prior approval by the Town, to be obtained by following the Interconnection Application process.

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Issued: November 28, 2012

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Effective: November 28, 2012

Title: Mayor

The Customer's generating facilities will operate under normal conditions in parallel with the Town's electric system. However, the eligible customer-generator shall provide automatic protection for the generating facilities to cease parallel operation immediately and disconnect fully from the Town's electric system during any power outage or other critical contingency specified by the Town.

The Customer's generating facilities' electrical quality must be 60 Hz alternating current, having voltage and phase characteristics acceptable to the Town. Operation of the equipment shall not result in flicker, voltage fluctuations, or interference with electronic equipment or cause damage to the Town's or any other customer's equipment. The Customer's generating facilities shall be capable of being manually and automatically isolated from the Town's system within a maximum of ten seconds and provide for automatic disconnection.

The Customer will be responsible for maintaining power factor for output of the generating facilities equivalent to requirements imposed by Delmarva Power and Light Company on the Town. In the event the Town incurs any charges or other costs as a result of the noncompliance of the generator's output with the Delmarva Power & Light reactive power requirements, such costs will be reimbursed promptly by the Customer upon presentation of documented costs. The Town may, at its sole discretion and with prior written notice to Owner, install such facilities on its system as are needed to satisfy the requirements, if the Customer fails to do so. The Customer will reimburse such costs promptly upon completion of the installation and presentation of an itemized invoice of costs incurred by the Town.

Generation served under this Rider may not be used to generate electric energy for another party or for use at any other service location. The eligible customer-generator may not install any equipment, connection, wires, or cable to distribute electric energy to another party or to any other service location. Aggregation will not be permitted except as provided by Rider ANM, Aggregated Net Metering, which is implemented to comply with COMAR 20.50.10.

**Interruption of Service:**

The Town does not guarantee continuous service and may require eligible customer-generator to interrupt or reduce deliveries of energy. Interruption of service or reduction of deliveries may be required (a) in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Town's equipment or part of the electric system; or (b) if the Town determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Service may be interrupted, also, if the generating facilities cause interference with electric service to others.

The Customer's service is subject to disconnection at any time the Customer fails to comply with any of the requirements of this Rider for interconnection and operation of generation. Whenever

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Issued: November 28-, 2012 Signed: Wm. Gee Williams,III  
Effective: November 28—, 2012 Title: Mayor

practical, the Town shall give the Customer reasonable notice of interruption or reduction of deliveries.

However, if at any time the Town determines, in its sole discretion, that operation of the electric generation may be unsafe, jeopardize electric system stability, or cause damage to property, the Town shall have the right to disconnect the eligible customer-generator's service immediately, without notice. Service shall remain disconnected until the Town is satisfied that such conditions have been corrected. Any decision to interrupt service is subject to review by the Engineering Division of the Public Service Commission, or the Commission's designee.

The Town shall have access to eligible customer-generator's premises to (a) inspect customer-generator's protective devices, (b) read and test metering, and (c) disconnect the Customer's facilities. Such access may be without notice in the event of unsafe conditions, jeopardy of system stability, potential damage to property, or interference with service to other customers.

**Amendment:**

This Rider and other provisions of the Town's Electric Service Tariff are subject to amendment upon approval of the Maryland Public Service Commission.

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**RIDER ANM  
AGGREGATE NET METERING**

**Availability:**

1. This Rider ANM (Aggregate Net Metering) is available to any qualified “eligible customer generator” defined in Rider NM (Net Metering) and where the eligible customer generator:
2. Meets one of the following criteria:
  - A. Uses the electrical service for agriculture;
  - B. Is a not-for-profit organization or business; or
  - C. Is a municipal government or its affiliated organizations.
3. Has each account aggregated under the same person or legal entity and the:
  - A. Eligible customer generator provides ninety (90) days’ notice to the Town by submitting an approved application with the following information:
    - i) The eligible customer generator may seek up to five (5) individual metered accounts, which are identified by account number, name, meter number, rate schedule and address, and listed in the order the credits should be applied after the host account;
    - ii) The host account is identified along with a description of the location, capacity and fuel type;
    - iii) PJM queue number if eligible customer generator’s capacity exceeds 1 MW.
  - B. The eligible customer generator may change its list of aggregated metered accounts no more than once annually by providing the Town with sixty (60) days’ written notice; and
  - C. To continue under this Rider ANM the eligible customer generator must notify the Town of any change in ownership of the account by providing sixty (60) days’ written notice.
4. The eligible customer generator intends to offset all or part of the customer’s own electricity requirements;
5. The eligible customer generator is interconnected to the Town’s system;

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Issued: November 28-, 2012

Signed: Wm. Gee Williams,III

Effective: November 28-, 2012

Title: Mayor

**Interconnection Criteria:**

The Interconnection Criteria of Rider NM shall apply to this Rider ANM.

**Delivery Voltage:**

The delivery voltage of the eligible customer generator shall be at the same voltage level and at the same delivery point as if the eligible customer generator were purchasing all of its electricity from the Town.

**Contract Term:**

The contract term shall be the same as that under the eligible customer generator's applicable Service Classification. A completed Interconnection Application/agreement, submitted by the customer and accepted by the Town is required for service provided under this Rider ANM.

**Billing:**

The eligible customer-generator shall pay the Town any amount owing for electric service provided in accordance with the rate schedule applicable for the Customer's service. Except as modified in this Rider, service to the Customer is subject to provisions of the rate schedule and other terms of the Town's Electric Service Tariff. Under this rider, only the per kilowatt-hour charge components of the eligible customer generator's bills are affected. All other billing components and charges, such as the Customer Charge, Demand Charge and Minimum Bill are not affected by this rider. The monthly charges shall be based on one of the following conditions:

1. When the aggregated monthly energy meter readings register that the eligible customer generator has consumed more energy than the eligible customer generator has delivered to Berlin's system by the end of the monthly billing period, the eligible customer generator shall be charged for the electricity consumed based on the rates and charges under the eligible customer generator's applicable rate schedule.
2. Credit shall be applied first to the meter through which the eligible customer generator supplies electricity (Host Account), then through the remaining metered accounts for the eligible customer generator according to the rank order as specified in accordance with Section 3A(i) (or as modified in Section 3B.)
3. When the eligible customer generator's aggregated accounts deliver more energy to Berlin's delivery system than the eligible customer generator consumed at the end of the monthly billing period ("Net Excess Generation"), Berlin shall take ownership of

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such Net Excess Generation and the eligible customer generator shall be charged the greater of:

- A. The Customer Charge and any applicable non-energy charges such as Demand Charge under the eligible customer generator’s applicable rate classification, or
  - B. The monthly Minimum Charge under the eligible customer generator’s applicable rate classification.
4. Berlin will carry forward the Net Excess Generation until the eligible customer generator’s consumption of electricity from the grid eliminates the Net Excess Generation or until the end of the billing cycle that is completed immediately prior to the end of April each year.
  5. The Net Excess Generation, expressed as kWh, shall be converted to a dollar value by multiplying the Net Excess Generation by the generation or commodity portion of the rate that the eligible customer generator would have been charged by the Town averaged over the previous 12 month period ending with the billing cycle that is complete immediately prior to the end of April. The generation or commodity portion of the rate shall be equivalent to the commodity rate charged by the Town’s energy supplier to the Town.
  6. On or before 30 days after the billing cycle that is complete immediately prior to the end of April of each year, Berlin shall pay each eligible customer generator for the dollar value of any accrued Net Excess Generation remaining at the end of the previous 12-month period ending with the billing cycle that is complete immediately prior to the end of April of that year.
  7. Within sixty (60) days after the date the eligible customer generator closes its account, Berlin shall pay the eligible customer generator for the dollar value of any accrued Net Excess Generation remaining at the time the eligible customer generator closes the account.

**Interconnection Criteria:**

Interconnection with the Town’s electric system requires submission to the Town of a fee (if applicable), an Interconnection Application, and complete electrical plans as set forth in the Code of Maryland Regulations (COMAR) 20.50.09. The Town shall review the Interconnection Application and accept or reject it according to the standards set forth in COMAR 20.50.09.

The interconnection requires prior written approval by the Town. Final approval will be contingent upon completion of an Interconnection Contract, which shall not be accepted until the customer has provided a Certificate of Completion and the Town has approved the interconnection, in accordance with COMAR 20.50.09. The Interconnection Contract shall be the appropriate Interconnection Contract required by the Maryland Public Service Commission

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found at this website address:

[http://webapp.psc.state.md.us/intranet/ElectricInfo/home\\_new.cfm](http://webapp.psc.state.md.us/intranet/ElectricInfo/home_new.cfm).

The interconnection point for the service shall be on the customer's side of the meter. The Customer is financially responsible for the costs of the interconnection including plan review, isolation scheme, voltage regulation, wiring, labor, special metering and inspection. Protective equipment required on the Customer's side of the interconnection shall be installed, maintained, corrected and updated by the Customer at Customer's expense.

In addition, the Town may need to extend or modify its facilities to provide for the receipt of energy from the Customer's generating facilities, or install special metering. Such work shall be performed by the Town at the Customer's expense. Upon reasonable request, the Town shall provide a good faith estimate of the necessary expense. For new services, such expense shall be determined by the difference between total costs and the investment the Town would make to install a normal service without the Customer's generating facilities.

The Customer's generating facilities shall be designed, installed, operated, and maintained in accordance with prudent utility practice; all applicable governmental laws and regulations; and safety and performance standards established by the National Electric Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. As provided in the Interconnection Contract, changes to the operation, wiring, or controls of the project are subject to prior approval by the Town, to be obtained by following the Interconnection Application process.

The Customer's generating facilities will operate under normal conditions in parallel with the Town's electric system. However, the eligible customer-generator shall provide automatic protection for the generating facilities to cease parallel operation immediately and disconnect fully from the Town's electric system during any power outage or other critical contingency specified by the Town.

The Customer's generating facilities' electrical quality must be 60 Hz alternating current, having voltage and phase characteristics acceptable to the Town. Operation of the equipment shall not result in flicker, voltage fluctuations, or interference with electronic equipment or cause damage to the Town's or any other customer's equipment. The Customer's generating facilities shall be capable of being manually and automatically isolated from the Town's system within a maximum of ten seconds and provide for automatic disconnection.

The Customer will be responsible for maintaining power factor for output of the generating facilities equivalent to requirements imposed by Delmarva Power and Light Company on the Town. In the event the Town incurs any charges or other costs as a result of the noncompliance of the generator's output with the Delmarva Power & Light reactive power requirements, such costs will be reimbursed promptly by the Customer upon presentation of documented costs. The

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Town may, at its sole discretion and with prior written notice to Owner, install such facilities on its system as are needed to satisfy the requirements, if the Customer fails to do so. The Customer will reimburse such costs promptly upon completion of the installation and presentation of an itemized invoice of costs incurred by the Town.

**Interruption of Service:**

The Town does not guarantee continuous service or continuous acceptance of Net Excess Generation, and the Town may require the eligible customer-generator to interrupt or reduce deliveries of energy. Interruption of service or reduction of deliveries may be required (a) in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Town's equipment or part of the electric system; or (b) if the Town determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Service may be interrupted, also, if the generating facilities cause interference with electric service to others.

The Customer's service is subject to disconnection at any time the Customer fails to comply with any of the requirements of this Rider for interconnection and operation of generation. Whenever practical, the Town shall give the Customer reasonable notice of interruption or reduction of deliveries.

However, if at any time the Town determines, in its sole discretion, that operation of the electric generation may be unsafe, jeopardize electric system stability, or cause damage to property, the Town shall have the right to disconnect the eligible customer-generator's service immediately, without notice. Service shall remain disconnected until the Town is satisfied that such conditions have been corrected. Any decision to interrupt service is subject to review by the Engineering Division of the Public Service Commission, or the Commission's designee.

The Town shall have access to eligible customer-generator's premises to (a) inspect customer-generator's protective devices, (b) read and test metering, and (c) disconnect the Customer's facilities. Such access may be without notice in the event of unsafe conditions, jeopardy of system stability, potential damage to property, or interference with service to other customers.

**Amendment:**

This Rider and other provisions of the Town's Electric Service Tariff are subject to amendment upon approval of the Maryland Public Service Commission.

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