BOARD OF PUBLIC WORKS
"Lewes BPW"

LEWES, DELAWARE

Electric Tariff

Including the

Rules and Regulations

Applicable to Electric Service

Before You Dig: Call Miss Utility!
1-800-282-8555 or 811

In Case of an Electrical Emergency
302-645-6228

CONTENTS

Definitions

Applicant - "Applicant" means any person, firm, corporation, institution, public body, or any agency of the Federal, State, or Local government requesting electric service from Lewes BPW. The term also refers to current Customers and contractors who apply for modification of existing service or facilities.

Area Connection Charge ("ACC") - a one-time assessment to be paid by the owner of a New Facility to defray the cost of new electrical facilities installed to provide for the Customer's connection to the electrical system.

Area Impact Charge ("AIC") - a one-time assessment to be paid by the owner of a New Facility to recover excess electrical system expansion costs.

City - City refers to the City of Lewes, Delaware, a political subdivision of the State of Delaware.

Connection Point - That point where the Customer's wiring makes an electrical connection with Lewes BPW's electric facilities. For overhead service, the Connection Point typically is the interconnection between the Customer's service entrance cable and Lewes BPW service drop. For underground service, the Connection Point typically is on the output terminals inside a pad mounted transformer enclosure where the Customer-owned underground service entrance cable connects to Lewes BPW's transformer.

Customer - The word "Customer" shall mean any person, firm, association, partnership, corporation, institution, public body, or any agency of the Federal, State, or Local government being supplied with electric service by Lewes BPW. The term also refers to developers and builders receiving electric service during the planning and construction stages of new facilities and the period prior to the sale or rent of the facilities.

Electrical Capital Reserve Account - an account established in a bank or trust company into which all funds received from the payment of Area Connection Charges and Area Impact Charges will be deposited, and from which funds shall be expended only for the purpose of making repairs, renovations, Extensions to, or expansion of the electrical distribution and transmission system, including electrical substations, as determined by Lewes BPW.

Electric Impact Fee - Electric Impact Fee is a fee collected in advance to compensate Lewes BPW for the costs of expanding its physical plant to serve the increased electric load required by a new Customer. The Electric Impact Fee must be paid prior to project approval by Lewes BPW. The Electric Impact Fee is the total of the Area Connection Charge and Area Impact Charge (see Section 17).

Electric Rules and Regulations - Electric Rules and Regulations may be used to refer to either of the following:

(1) This document, including the Rate Schedules, Fee Schedule, or other Electric Rules and Regulations. The terms "Electric Rules and Regulations" and "Electric Tariff" may be used synonymously.

(2) The terms and conditions in this document applicable to electric service from Lewes BPW, other than Rate and Fee Schedules.

Electric Tariff - Electric Tariff may be used to refer to either of the following:

(1) This document, including the Rate Schedules, Fee Schedule, or other Electric Rules and Regulations. The terms "Electric Tariff" and "Electric Rules and Regulations" may be used synonymously.

(2) The rates, charges, and other basic provisions applicable to electric service provided by Lewes BPW. "Electric Tariff" may mean the Rate Schedules.

Extensions - The addition of primary and/or secondary electric distribution facilities required for electric service to be provided to areas previously not served. The facilities may be overhead, underground, or a combination of both. Extensions include all poles, conductors, insulators, hardware, transformers, switches, trenching, and all other equipment installed to extend the electric system. Extensions also include rights-of-way to permit installation of the equipment.

Inrush Current - Inrush Current is a surge of electric current into an electrical system, often caused by the sudden restoration of electric service to a large load after an outage, or the inrush of current to start large motors.

Meter Pole - Meter Pole is a treated utility pole dedicated for the attachment of electric meters, disconnect switches, and other service entrance related equipment. Meter Poles also provides the structural support for the attachment of service drops and the initiation of underground service laterals from BPW distribution system facilities.

New Facility - a new, remodeled or restored residential, commercial, institutional, or industrial structure which will be served by Lewes BPW electric facilities.

Planned Area Development ("PAD") - Planned Area Development means any subdivision, major or minor, existing in or approved by the city. PAD includes any "development" or "subdivision" as defined in Chapter 170 of the Code of the City of Lewes.

Point of Delivery - The Point of Delivery is that point where the Customer takes electric service by connecting to the supply lines of Lewes BPW. Lewes BPW will own and maintain all facilities up to the Point of Delivery. For a typical aerial service at secondary voltages, the Point of Delivery is the connection between the Customer's service entrance cable and Lewes BPW's service drop conductors and connectors (bugs). For a typical underground service at secondary voltages, the Point of Delivery is the connection between the Customer's underground service entrance cable and Lewes BPW's connectors used to attach the cable to the secondary terminals of Lewes BPW's pad- mounted transformer or pedestal connection. The Point of Delivery is equivalent to the "Service Point" in the 1999 *National Electric Code* Handbook.

Power Cost Adjustment (PCA) – charge that accommodates for fluctuations in power supply costs.

Power Quality - Measurable attributes of electric power supply that exhibit defined levels of constancy of frequency, constancy of voltage, and constancy of service (reliability). Attributes that lead to poor Power Quality are outages, surges, undervoltage, harmonics, voltage sags, voltage swell, and overvoltage

Rate Schedule - A Rate Schedule is a schedule containing a summary of basic charges and terms for a category of electric service offered by Lewes BPW. Rate Schedules are provided herein for the five categories of service offered by Lewes BPW, including Residential (Domestic) Service, Commercial (Small General) Service, Industrial (Large General) Service, Outdoor Lighting Service, and Small Power Production and Cogeneration Service.

Ready to serve - A monthly minimum fee for every customer that pays a portion of the fixed costs for providing service regardless of consumption. The fee recoups a portion of the fixed costs of installing, operating, and maintaining distribution lines, substations, transformers, meters that make up the distribution grid connected to your property. Other costs include meter reading, billing, maintaining customer records and additional administration costs.

Residence - A Residence is a dwelling unit suitable for year-round human habitation.

Residential Landlord - Tenant Code - The Residential Landlord – Tenant Code is that section of Delaware law that defines the relationships between tenants and landlords. The provisions are found in the State of Delaware Code, Title 25, "Property," Part III, chapter 51.

Secondary Service - Secondary Service is electric service provided at a transformed voltage which is less than the utility's distribution voltage. Secondary Service typically refers to service at 600 volts or less.

Service - Overhead and underground conductors and associated materials between the last aerial structure (typically a pole) or underground terminal (typically a pad-mounted transformer) of Lewes BPW electric distribution system and the point of connection with the Customer's facilities (typically on a building eave or wall or service entrance mast).

Service Classifications - Service Classifications are designated in Paragraph 3.1.

Trailer - any mobile home or other Residence with an attached wheeled undercarriage.

Voltage Flicker - Voltage Flicker is used to describe rapid fluctuations in voltage often caused by the inrush of starting current on large three-phase motors.

SECTION 1 – GENERAL

1.1 Authority

The Board of Public Works, Lewes, Delaware ("Lewes BPW") was authorized by an act of the Delaware General Assembly on March 15, 1901, to establish, control, and regulate an electric light plant, water works and a sewer system for the City of Lewes, Delaware.

The Board of Lewes BPW meets the fourth Wednesday of each month in the City of Lewes Council Room in City Hall. The Board is composed of five (5) elected Directors. The term of each Director shall be for a period of three (3) years. Elections are held on the second Saturday in May.

1.2 Operation of Lewes BPW Electric System

Lewes BPW owns and operates an electric distribution system on behalf of the electric consumers in and around the City of Lewes, Delaware. As a "public power" utility, Lewes BPW operates as a not-for-profit municipal-owned utility and can provide reliable and economical electric service. Lewes BPW acts as an aggregator of electrical load and purchases electricity bulk power wholesale rates.

1.3 Contact Information

The following are ways for the public to contact Lewes BPW:

Location: 107 Franklin Ave, Lewes, Delaware

Mailing Address: Lewes BPW
107 Franklin Ave
Lewes, Delaware 19958

Telephone: 302-645-6228 ***(24 hours a day, 7 days a week)***

Email: *customerservice@lewesbpw.com*

Fax: 302-645-6358

Miss Utility: 800-282-8555 or 811

1.4 Business Hours

The offices of Lewes BPW are open for business during the following hours:
8 AM to 4 PM (Monday through Friday except holidays)

1.5 Posting

The following Electric Rules and Regulations under which Lewes BPW will supply electricity to its customers will be kept on file in the offices of Lewes BPW- for public reference.

1.6 Revisions

The Electric Rules and Regulations contained herein are not to be considered complete in every detail for furnishing electric service. Any issues not covered in these Electric Rules and Regulations or requiring further interpretation shall be determined by Lewes BPW. The Electric Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by the Board of Lewes BPW.

1.7 Electric Rules and Regulations

All electric service provided by Lewes BPW is subject to these Electric Rules and Regulations including applicable Rate Schedules, unless otherwise specifically stated in a service agreement between the Customer and Lewes BPW.

1.8 Statements by Lewes BPW Representatives

No representative of Lewes BPW or of the City of Lewes has the authority to modify any provision of these Electric Rules and Regulations, or to bind Lewes BPW by any promise or statement contrary thereto, unless incorporated in a contract signed by an authorized representative of Lewes BPW.

1.9 No Prejudice of Rights

The failure by Lewes BPW to enforce any of the provisions of these Electric Rules and Regulations shall not be deemed a waiver of rights to do so.

1.10 Copies of Electric Rules and Regulations

Lewes BPW, upon request, will provide any Applicant for electric service with a copy of the Rate Schedules and other Electric Rules and Regulations under which electricity will be supplied.

1.11 Disputes

In the event of a dispute, the complaint may be submitted to the authorized representative of Lewes BPW for review and any appropriate action.

Section 2 – Application and Contract for Service

2.1 Application for Service

An application is required from each Applicant seeking electric service or Customer receiving service, unless waived by Lewes BPW (see applications in the Appendix). The application, when executed by Lewes BPW, constitutes the contract between Lewes BPW and the Customer, subject to the terms of the applicable Rate Schedule and the Rules and Regulations, unless specifically stated otherwise. Charges for service shall begin at the time service is made available to the Customer.
Receipt of electric service constitutes acceptance of the Electric Rules and Regulations including the applicable Rate Schedule as a Customer of Lewes BPW, whether service is based on an accepted signed application or other agreement. Service is subject to termination without notice in the absence of a valid application which has been approved by Lewes BPW. Applications must be executed by an authorized person 18 years of age or older. (See General Application for Electric Service in appendix.)

Lewes BPW reserves the right to require satisfactory evidence and confirmation of the Applicant's identity and service address prior to rendering service.

2.2 Right to Reject Application

Before wiring or purchasing electrical equipment, the Customer must file an application for electric service. Lewes BPW may require copies of plans for interconnection with Lewes BPW facilities, wiring diagrams, and specifications of motors and other electrical equipment. Requirements for voltage, single or three-phase service, and starting current for all motors five horsepower and greater will need to be specified.

The Customer’s interconnection plans, and service requirements will be evaluated for compliance with these Electric Rules and Regulations and any other applicable requirements prior to Lewes BPW approving the interconnection of the Customer’s facilities with Lewes BPW electric system. Lewes BPW may reject any application for service if all applicable requirements are not met.

2.3 Wiring

All wiring of the Applicant's New Facility must conform to the National Electrical Code. New wiring installations must be inspected by a qualified inspector and an approved wiring certificate (cut-in card) provided to Lewes BPW before the Customer’s application for service will be approved and interconnection with Lewes BPW system made.

In no event shall Lewes BPW be under any obligation to inspect wiring or appliances of the Applicant, but where Lewes BPW has reason to believe wiring or appliances do not comply with recognized requirements, Lewes BPW may refuse to supply electricity to the Applicant.

2.4 One Point of Delivery

Service will be supplied to the Customer's entire premises or facility through a single delivery and metering point. Lewes BPW will supply only one meter for each billing account. Conjunctive billing for service at two or more separate properties will not be provided.

Lewes BPW reserves the right to deliver service to more than one point where the Customer's load or service requirements necessitate such delivery. Where the Customer desires an extra supply circuit not necessitated by load or service requirements, he or she shall contribute the full cost of this additional facility. (See also Paragraph 13.1 for relocating the Point of Delivery.)

2.5 Service Contracts

Standard contracts shall be for one year. Where large or special investment is necessary for the supply of service, or where service is to be used for temporary, seasonal, or unusual purposes, contracts for terms other than one year, or with special guarantees of revenue, or both, may be required.

2.6 Transferred Service Connections

Service at new locations will be rendered only when all bills for service to the Customer at any other locations have been paid. No connection charge is required for transfer of service by the same Customer from one location to another on Lewes BPW distribution system if prior bills for service are paid. An off-cycle charge will be applied to the final bill.

2.7 Disconnections and Reconnections

When a customer requests disconnection of service, a fee is charged. When a customer requests reconnection of the same service, a reconnection fee will also be charged, except in the case where a house has been damaged or destroyed and later service is requested at the same site (see the Fee Schedule.).

2.8 Non-transferability of Service

The contract for service is not transferable to another party who is not already a co-signer. When the application is made jointly by co-signers, upon the death of either co-signer, the application or contract shall be deemed to be held solely by the survivor(s).

2.9 Rights-of-Way

An Applicant requesting service for a New Facility shall grant and furnish, without expense to Lewes BPW, any right-of-way easement required to provide the Applicant's service. The right-of-way easement shall be in such form as not to restrict further extension of electric service, and all other

permits necessary to give Lewes BPW or its agents access to install, operate, maintain, and remove BPW's facilities, including the right to trim and/or clear trees and other obstructions as Lewes BPW deems necessary. The Applicant shall reimburse Lewes BPW for any expense incurred in the procurement of the necessary rights-of-way and tree trimming rights. (See the sample Right-of-Way Easement form in the Appendix.)

If it is necessary to acquire such rights from persons other than the Applicant for Lewes BPW to serve the Applicant, then the Applicant shall be responsible for obtaining such rights as Lewes BPW deems necessary prior to receiving electric service.

Where, due to the nature of the property to be served, Lewes BPW finds that the exact boundaries of the property are of critical importance for determining available rights-of-way, the Applicant will designate such boundaries at the discretion of Lewes BPW.

Proposed rights-of-way and easements must be cleared of such trees, trees stumps and other obstructions as may be required and must be furnished by the Applicant within thirty (30) days. to meet service requirements and must be graded to within six (6) inches of final grade by the Applicant before Lewes BPW will commence construction. If after construction start-up, the clearance or grade is changed in such a way as to require relocation of Lewes BPW's facilities, the cost of such relocation shall be borne by the Applicant.

Within subdivisions or other land developments, the Applicant shall furnish to Lewes BPW, as required, at no charge, property plats, utility plans, grading plans, roadway profiles, and other items showing details of proposed construction within the Applicant's subdivision within thirty (30) days to allow Lewes BPW to verify rights-of-way and engineer, design, and construct its facilities safely and efficiently to meet service requirements and to comply with applicable laws, codes, and these Rules and Regulations.

2.10 Location and Maintenance of Lewes BPW Equipment

Lewes BPW shall have the right to install facilities on the property of the Applicant which, in BPW's judgment, are necessary in supplying electricity to the Applicant. The Applicant shall provide adequate space at the discretion of BPW staff for the installation and maintenance of the necessary metering apparatus.

2.11 Vegetation Maintenance

Lewes BPW shall have the right to trim trees and other vegetation near power lines for public safety, fire prevention, and electric reliability. Lewes BPW may trim back vegetation on an as-needed basis. For planned tree maintenance, Lewes BPW may contract out the vegetation maintenance. Lewes BPW will provide notice of scheduled maintenance.

Section 3 – Service Classifications

3.1 Service Classifications

The following Service Classifications are offered. The assignment of the appropriate classification is based on the characteristics of each facility receiving electric service. Detailed conditions of service for each classification are contained in the Rate Schedules.

Residential (Domestic) Service
Commercial (Small General) Service
Industrial (Large General) Service
Outdoor Lighting Service
Small Power Production and Cogeneration Service

3.2 Temporary Service

Temporary Service is required for temporary structures or locations such as service to construction jobs, fairs, carnivals and like installations. Temporary Service shall be supplied in accordance with the Commercial (Small General) Service Rate Schedule 2, except that the Customer shall pay, in addition to the charges under the Rate Schedule, the total cost of connecting and disconnecting service less the value of materials returned to stock.

Fees are noted in the Application for Temporary Service.

3.3 Boat Slips and Marinas

Lewes BPW will install one meter for new or replaced docks with multiple boat slips. Any existing dock with multiple slips may be converted to one meter at the option of Lewes BPW and will be converted to a single meter in the event any additional slip is added.

3.4 Selection and Changing of Service Classification

Selection of the Service Classification shall be the responsibility of the Applicant or Customer based on the intended use. Initial selection will be made at the time of application. The selection of a Service Classification will be subject to verification by Lewes BPW.

The selection shall remain in effect unless the Customer makes a change in Service Classification or amount of use. Under such circumstances, the Customer will be changed to the correct Service Classification. The change of billing to the proper Service Classification will apply to the next billing cycle. Adjustments for prior months will not be made unless the Customer intentionally misrepresented the service characteristics of the service location.

Section 4 – Operating Criteria

4.1 Resale

The Customer shall not directly or indirectly sell, sublet, assign, or otherwise dispose of electric energy or any part thereof without the written consent of Lewes BPW. Purchase of energy in bulk for use by tenants, when such energy is included in the normal rental charge for occupancy of the premises, shall not be considered as resale.

Lewes BPW will provide electricity to the Customer for use only for the Customer's own use and only on the premises occupied through ownership or lease by the Customer. Customers located in multiple occupancy buildings, such as apartment houses, condominiums, shopping centers, etc. must be metered individually by Lewes BPW.

4.2 Change of Installation

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

4.3 Suitability of Apparatus and Appliances

Lewes BPW reserves the right, but shall not be required, to determine the suitability of facilities connected to its lines and to determine whether the operation of such is detrimental to its general supply of electricity. In such case, Lewes BPW further reserves the right to refuse to supply, or to discontinue the supply of electricity, until such time as the Customer conform to Lewes BPW Electric Rules and Regulations and any other applicable directives.

4.4 Lewes BPW Liability

Electricity supplied by Lewes BPW and purchased by the Customer upon the express condition that, after it passes the metering equipment of Lewes BPW or other Point of Delivery (termination of Lewes BPW aerial service drop or terminals of a Lewes BPW pad mounted transformer) it becomes the property of the Customer to be used only as herein provided. Lewes BPW shall not, in any event, be liable for loss or damage to any person or property resulting from the use, misuse, or presence of electricity after it passes Lewes BPW metering equipment or other Point of Delivery.

Furthermore, Lewes BPW shall not be liable for any loss or damage resulting from the presence, character or condition of the wires or other facilities of the Customer. Notwithstanding Paragraph 4.3, in no case shall Lewes BPW be responsible for inspecting, repairing, or verifying the suitability of the Customer's wiring or other facilities.

4.5 Interruptions to the Supply of Electricity

Lewes BPW does not guarantee continuous uninterrupted electric service and shall not be liable for any loss, cost, damage, or expense to any person occasioned by any change in, interruption of, or phase reversal of Lewes BPW electric service due to any cause beyond the reasonable control of Lewes BPW. During occasions of electrical outages, Lewes BPW cannot guarantee the maximum amount of time such outages will last.

4.6 Right of Access

Representatives of Lewes BPW shall have the right of clear and safe access to the Customer's premises at all reasonable times for Lewes BPW business, such as the reading electric meters; installing, inspection, maintenance, disconnection, and removal of Lewes BPW facilities; and for other reasonable purposes in conjunction with the furnishing of electric services. The access path shall be clear of bushes and trees. The meter and other facilities must be outside of locked areas or access provided. BPW staff will notify Customer of any obstructions that prevent equipment installation or maintenance. Customers will be given thirty (30) days to correct the obstruction. An extension of thirty (30) days can be requested. Lewes BPW shall have the right to discontinue the supply of electricity without notice if such access at any time is not provided.

It is the Customer's responsibility to secure the meter access area so that Lewes BPW representatives will not be threatened or intimidated.

4.7 Customer's Responsibility

The Customer shall always be responsible for the safe keeping of all Lewes BPW facilities installed on the Customer's premises and shall give no one, except authorized Lewes BPW employees, access to BPW facilities. In the event that any loss or damage to BPW facilities is caused by or results from the negligence or wrongful act of the Customer or the Customer's agents or employees, the cost of the necessary repairs or replacement shall be paid by the Customer. The Customer shall indemnify and hold Lewes BPW harmless from any related liability.

4.8 Secondary Voltages and Frequency

The following standard voltages are supplied by Lewes BPW, however, every voltage listed below may not be available at all locations on Lewes BPW system.

240/120 volts (single phase)
240/120 volts (three-phase)
208Y/120 volts (three-phase)
480Y/277 volts (three-phase)

All electric service is provided in the form of alternating current (AC), at a frequency of sixty (60) Hertz. No direct (DC) service or service at frequencies other than sixty (60) Hertz is available.

The primary voltage available is 12,470 grdy/7200 volts.

4.9 Power Factor Adjustments

The Customer shall agree to maintain unity power factor as practical. The Customer shall reimburse Lewes BPW for any costs attributable to the Customer's power factor.

4.10 Fluctuating Loads

In the case of installations where the use of current is intermittent or subject to substantial fluctuation, Lewes BPW reserves the right to base the measured demand upon a five-minute demand period, or less if appropriate. When the Customer's use of electricity or equipment interferes with or is detrimental to the supply of electricity to any other Customer, to Lewes BPW electric system, or to the interconnected transmission system, Lewes BPW also reserves the right to require the Customer to curtail the operation of the offending equipment. Lewes BPW further reserves the right to discontinue furnishing electricity to the Customer until the unacceptable fluctuations are corrected. (See also Paragraph 6.1).

In the case of installations where induction motors or other high induction equipment are used and the Customer requires transformer capacity more than twenty-five (25) kVA, Lewes BPW reserves the right to charge the Customer the difference in the cost of a standard transformer and the transformer required to serve the high induction load.

4.11 Unbalanced Loads

The Customer shall always take and use electricity in such manner that the load will be balanced equally between phases. If the average load is out of balance by more than ten percent (10%) of the lesser phase, Lewes BPW reserves the right to discontinue service until the unbalanced load is corrected.

4.12 Sole Source of Power

The Customer agrees that no electricity other than that supplied by Lewes BPW shall be interconnected or used in conjunction with the electric service from BPW without previous written consent of Lewes BPW. (See also Section 16 - Small Power Production and Cogeneration.) Lewes BPW may discontinue service immediately without notice in the event of unauthorized interconnections.

4.13 Transient Voltages, Surges, Outages, and other Power Quality Issues

Lewes BPW seeks to maintain a prominent level of Power Quality but does not guarantee the Customer's Power Quality or continuous service. Customers are cautioned that certain types of data processing and other equipment are sensitive to transient voltages (surges), outages and other Power Quality problems which occur from time to time in power systems. Lewes BPW shall not be liable for related damage or loss.

The Customer shall install, own, and maintain suitable power conditioning and outage protection equipment to protect sensitive electronic and other equipment. The Customer shall be responsible for installing surge suppressors, uninterruptible power supply (UPS) equipment, and other such power conditioning equipment to protect any power sensitive equipment.

4.14 Impact of Motors on Power Quality

Lewes BPW reserves the right to refuse service when the Customer's operation of certain motors creates a potential hazard to Lewes BPW electrical system or causes Power Quality problems in Lewes BPW system. Motors of particular concern include but are not limited to, single phase motors rated more than seven and one-half (7.5) horsepower, polyphase motors rated less than five (5) horsepower, and polyphase motor installations having a total of less than ten (10) horsepower of motor load.

4.15 Service Available for Motors

Motors of one (1) horsepower and less may be served at one hundred and twenty (120) and two hundred and forty (240) volts, single phase.

Motors larger than one (1) horsepower but not exceeding seven and one-half (7.5) horsepower may be served at 240 volts single phase, unless arranged as part of a three-phase motor installation and provided the total connected horsepower of a single service does not exceed ten (10) horsepower.

Motors more than seven and one-half (7.5) horsepower shall be three phase and approval of Lewes BPW shall be obtained before the installation is made.

Lewes BPW reserves the right to charge the Customer for excess installation costs or to deny providing three-phase service when such service is not feasible or practical alternatives are available (see Paragraph 12.6).

4.16 Motor Starting

Single phase motors rated seven and one-half (7.5) horsepower and less, and three phase motors rated not more than fifteen (15) horsepower may be operated with across-the-line starting, provided such operation does not result in Voltage Flicker in which event reduced voltage starting, installed by the Customer, will be required.

Reduced voltage starting will be required for all three phase motors rated more than fifteen (15) horsepower and when the operation of any motor causes Power Quality problems on Lewes BPW electric distribution system.

Reduced voltage starters may be either the resistor or auto-transformer type, and the current limitations will be furnished by Lewes BPW based upon the horsepower rating of the motor. Inrush Current shall be limited to one hundred-fifty (150) percent of full load running current.

4.17 Motor Protection

4.17.1. General

Motors shall be provided with such protective devices necessary to protect the integrity of Lewes BPW electrical distribution system and Power Quality on the system. The provision of such protective devices is the responsibility of the Customer and in no circumstances shall Lewes BPW be liable for damage due to the misapplication, operation, or failure of such devices.

4.17.2. Overcurrent Protection

Motors shall be provided with an overcurrent protective device in each ungrounded conductor.

4.17.3. Reverse Phase Relay

Where a definite direction of rotation must be maintained on motors or other equipment, a reverse phase relay of the approved type or a mechanical device that will accomplish the same purpose shall be installed.

4.17.4. Phase Protection

A suitable voltage or current type of device shall be installed to protect three-phase motors or other equipment from damage in the event of a phase outage.

4.18 Notice of Trouble

The Customer must notify Lewes BPW promptly of any defect in service or of any trouble or irregularity to the electric supply provided by Lewes BPW.

4.19 Attachments to Lewes BPW Facilities

No attachments of any kind may be made to Lewes BPW poles or other facilities without prior written authorization of Lewes BPW or executed pole attachment agreement. Signs, banners, and other attachments will not be allowed on poles which are not rated for such attachments, or when the attachments might cause an unsafe condition, injury, or damage to any property.

Cable, telephone, or other communications wiring will be permitted only after agreements providing for such attachments satisfactory to Lewes BPW have been executed by the attachment company and BPW. Any unauthorized attachments may be removed by Lewes BPW following 30 days prior written notification of the unauthorized attachment.

4.20 Obstructions Near Pad Mounted Equipment

Obstructions such as bushes, trees, and fences around pad mounted equipment are a safety and performance issue. The Board requires clear access to pad mounted equipment of three feet on all sides except ten feet on the front. Obstructions may be removed without notice at the discretion of Lewes BPW.

Section 5 – Billing and Payment for Service

5.1 Billing Period

Billing periods for metered utility services are determined from meter readings that will be as close as possible to thirty (30) day intervals. This may vary due to normal reading dates falling on Saturdays, Sunday and Holidays, and due to other conditions. Bills will be computed on the basis of the actual consumption covered by the meter readings. Flat rate accounts as defined under the approved rate schedules will be billed as such. Under abnormal conditions, bills will be estimated for a period not to exceed two (2) consecutive months within a twelve (12) month period.

5.2 Due Date

5.2.1 The bills are due when rendered and are past due on the twenty-seventh of the month. All payments must be received by the Board prior to the next billing date.

5.2.2 If payment for bills rendered is not received by the Board within the prescribed time frame a late- payment penalty of one and one-half percent (1-½%) per month or $2.00, whichever is greater, on the unpaid balance will be added to the Customer's account.

5.2.3 Post-dated checks for payment of service(s) will not be accepted.

5.3 Budget Billing Plan

The Budget Billing Plan is available to qualifying Customers to equalize payments throughout the year.

5.3.1 Plan Description

The plan can begin anytime during the year, provided a twelve (12) month billing period history is available or the Customer and the Board can agree on an estimated twelve (12) month period history for the purposes of calculating the Budget Billing amounts. The exact payment amount will be determined by averaging the consumption used in the previous twelve (12) billing periods and recalculating the average bill based on an average consumption and the current rates. Under this plan, the Customer shall be billed for eleven months on an estimated budget amount basis with the twelfth month as the settlement month. The billing for the settlement month shall consist of the difference between the actual amount due to date and the budget amount paid to date.

5.3.2 Plan Eligibility

Any Customer who meets all the following requirements may request participation in the plan:

(a) any actual twelve (12) months' billing period history or an agreement with Lewes BPW on an estimated twelve (12) month billing history which can be used in calculation of a Budget Billing payment amount.

(b) no checks returned by the Customer's bank within the past year.

(c) no more than three (3) delinquent payments and/or more than one (1) disconnection for failure to pay in the previous twelve (12) billing periods.

5.3.3 No Relief of Payment Obligations

Participation in this Plan does not relieve the Customer from the obligation to make regular period payments in an amount at least equal to the levelized payment amount stated on the bill. All payment terms stated in this section shall apply. Failure to abide by the terms of the Plan will result in removal from the Plan participation. Those Customers so removed will not be eligible for reinstatement for one year.

5.4 Failure to Receive Bill

Failure to receive a bill will not entitle the Customer to remission of any charge for non-payment within the time specified.

5.5 Customer's Deposit to Guarantee Payment of Final Bills

5.5.1 Lewes BPW may require from a customer or prospective Customer a cash deposit to guarantee payment for utility services components of the final bills. Such deposit shall be equal to two-twelfths (2/12) of the estimated annual revenue or a minimum of one hundred twenty-five ($125.00). Service may be denied or terminated for failure to pay a deposit when requested. Deposits will not be applied against current delinquent bills.

5.5.2 Deposits shall be collected from:

(a) any existing Customer who:

1. Has been disconnected for non-payment

2. Has rendered two checks returned to the Board unpaid by the bank in any twelve (12) month period.

3. Has been delinquent three (3) times in the current twelve (12) month period.

(b) New Commercial and Industrial Customers.

(c) New Customers with unsatisfactory credit as defined by a prior history of delinquency with the Lewes BPW or detrimental credit information from adverse credit reports from recognized credit reporting services or adverse credit reports from recognized credit reporting services or adverse credit history with their immediate past utilities. Those Customers required to provide a deposit under this section shall be advised of the source and nature of the adverse credit information and given an opportunity to correct any inaccurate information.

(d) Customers found to be using names other than their own legal name when use of their own name would create an impediment to service such as requiring payment of delinquent bills or a deposit.

(e) Customers found tampering with or guilty of abuse of Lewes BPW's meters or equipment.

5.5.3 Adjustment of Deposits

Deposits will be subject to review to ensure that they are sufficient, but do not exceed two-twelfths (2/12th) of an estimated annual revenue. Differences will be applied to the account.

5.5.4 Deposit Amounts

Deposits will be collected in whole dollar amounts.

5.6 Disconnection for Failure to Pay

If payment is not received by Lewes BPW prior to the next billing date, Lewes BPW will send a Disconnection Notice with the next regular bill, notifying the customer of impending termination of Electric Service. This notice shall include any applicable late charge and notice of service disconnection if payment is not received within twenty-eight (28) calendar days from the date of this notice. The bill and notice shall be sent to the customer by their preferred billing method appearing on the records of Lewes BPW.

5.7 Payment Agreement

Lewes BPW may decide for a modified payment schedule with a customer who is unable to pay their electric bill to Lewes BPW due to unusual or severe circumstances. There will be a delinquent payment penalty levied against all payment agreements of one and one-half percent (1.5%) per month on the unpaid balance. Any party to a payment agreement who fails to meet the obligations of the agreement made with the Board is subject to disconnection, following seventy-two (72) hours' notice by letter, telephone, or email given in the payment agreement.

5.8 Restoration of Service

A restoration of service charge will be paid by the Customer in order to restore service to the Customer whose service has been disconnected for any reason, except in the event of a fire resulting in disconnection of service. Any Customer disconnected under the provisions of these rules and regulations for nonpayment must pay all overdue bills (past and present), a restoration of service charge, and a deposit when required, before service will be restored.

If restoration is requested between 7:00 am and 3:30pm Monday through Friday, Holidays excepted, the restoration of service charge will be forty dollars ($40.00).

Restorations at times other than normal business hours .will have a restoration service fee of one hundred and seventy-two dollars ($172.00).

5.9 Returned Checks

Checks received in payment of bills rendered for, but not limited to Utility Service(s), Customer Deposits, and Restoration Charges, which are returned to Lewes BPW unpaid by the Customer's bank, will result in an additional charge of thirty dollars ($30.00) per check or bank draft attempt per occurrence.

After two (2) checks are returned to Lewes BPW unpaid by the Customer's bank on a consumer's account or two (2) authorized attempt by Lewes BPW to draft Customers accounts within, a twelve (12) month period for which there are insufficient funds, a closed account, predated, differing amount, signature missing or similar reasons, Lewes BPW will not accept checks in payment of electric bills. Payments may be accepted on a "Cash Only" basis, including money orders, credit cards payments and certified checks.

5.10 Address Notification

It is the responsibility of the Customer to notify Lewes BPW of an address change. Lewes BPW will not be liable for disconnections of service when the Customer has not received a disconnect notice due to the failure of the Customer to provide a new address.

Section 6 – Discontinuance of Service by Lewes BPW

6.1 General

Lewes BPW reserves the right to discontinue furnishing of electricity to a Customer, irrespective of any claims pending against Lewes BPW, under the following conditions:

6.1.1 Without Notice

Lewes BPW may discontinue or interrupt electric service at any time without notice when:

(a) Lewes BPW has reasonable cause to believe that the Customer is receiving electricity illegally or that someone has tampered with the Board's meter, wires, or other apparatus. Prior to reconnection of service, the Customer may be required by BPW to install wiring, conduits, lock boxes, or meter boxes to prevent further tampering,

(b) Lewes BPW determines that the condition of the Customer's wiring, equipment, or appliances, including any Customer-owned service entrance or service wire, is unsafe or unsuitable for receiving electricity, or is in such condition as to endanger property,

(c) the Customer's use of electricity or equipment interferes with, or as determined by Lewes BPW, may be detrimental to the supply of electricity to any other Customer,

(d) the Customer has denied a representative of Lewes BPW access to Lewes BPW meter, wires or other facilities installed on the Customer's premises,

(e) there is credible evidence that there is attempted fraud upon Lewes BPW,

(f) there are unavoidable shortages or interruptions in Lewes BPW source of supply, or

(g) any emergency requires repairs or alterations to the electric system.

6.1.2 With Verbal or Written Notice

When working conditions allow, Lewes BPW will provide Customers verbal or written notice that electric service will be interrupted to make repairs, modifications, or improvements to the electric system. However, Lewes BPW is not obligated to provide such notification (see Paragraph 6.5).

6.1.3 With Prior Written Notice

Lewes BPW may discontinue electric service with prior written notice to the Customer for failure to comply with any of Lewes BPW Electric Rules and Regulations or with any of the conditions or obligations of any applicable agreement with Lewes BPW for the purchase of electricity. Failure to pay electric bills is cause for discontinuance of service.

6.2 Delivery of Termination Notice

Notice of discontinuance of service shall be given to the Customer when a copy of such notice is left with the Customer or at the premises where monthly bills are received.

6.3 Payment for Unexpired Service Term

In all cases where the supply of electricity is discontinued due to the Customer's negligence or violation of any of Lewes BPW Electric Rules and Regulations or with any of the conditions or obligations of any applicable agreement with Lewes BPW for the purchase of electricity, should the service not be reconnected in accordance with Paragraph 8.1, then there shall become due and payable, in addition to the bills past due, an amount equal to the sum of the minimum bills for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably expected during the unexpired term of the agreement as liquidated damages.

6.4 Discontinued Service Facilities

When service to a customer is discontinued, Lewes BPW may leave its service connection facilities on the premises so future Customers can be served.

6.5 Interruption for System Maintenance

Whenever it is necessary to interrupt service for non-emergency work on lines or equipment, such work shall be done, as much as possible, during normal working hours that are likely to cause the least inconvenience to the Customer(s) affected. The Customer(s) affected by such interruptions shall, if reasonable, be notified in advance by the line crew supervisor or other identified representative of BPW. Lewes BPW cannot guarantee a maximum amount of time for any outage.

6.6 Severe Weather

Except for protecting public safety, Lewes BPW will endeavor not to interrupt or discontinue service under Paragraph 6.1 when the daily low temperature is predicted to be below 32° F at 8:00 am or when the National Weather Service predicts that the heat index may equal or exceed 105° F.

Section 6.6 amended Board Meeting January 27, 2016

Effective Date: August 19,2004

Section 7 – Discontinuance of Service by Customer

7.1 Notice to Discontinue

The Customer must give Lewes BPW at least two (2) days' notice to discontinue service, unless otherwise agreed, and shall be liable for service taken until the Customer's meter has 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 during the remainder of the service commitment. There is a fee for disconnection. See the Fee Schedule.

The supply of electricity will be disconnected within two business days after receipt of such request. Request for disconnection of service does not relieve the Customer of his or her obligations to Lewes BPW.

7.2 Completion of Term

If, by reason of any act, neglect, or default of a Customer or his or her representative, Lewes BPW is prevented from supplying service in accordance with any agreement for service, the minimum charge for the unexpired portion of the term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from the said contract.

7.3 Final Bill

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

7.4 Residential Landlord – Tenant Code

Nothing in this Section shall be interpreted as superseding the rights of either tenants or landlords as described in the Residential Landlord - Tenant Code.

Section 8 – Reconnection of the Supply of Electricity

8.1 General

Service disconnected for reasons set forth in Sections 6 and 7 will be restored only upon any corrective action required and payment of the appropriate amount in the Fee Schedule plus all arrearages due under the Customer's contract, except when it has been necessary to remove service wires to discontinue service. In such cases, the costs of discontinuance and restoration also must be paid.

If the supply of electricity has been disconnected, the Board shall have a reasonable period in which to reconnect the Customer's service after all conditions that resulted in the disconnection have been remedied. Such remedies would include as applicable, satisfactory arrangements for the payment of all delinquent bills and obligations due Lewes BPW, correction of all unsatisfactory conditions which may have existed on the Customer's premises, full compliance with the Electric Rules and Regulations, and full compliance with the conditions or obligations of any agreement with Lewes BPW for the purchase of electricity.

8.2 Tampering

If the supply of electricity has been discontinued because of improper use, or tampering with Lewes BPW metering, wires, or other apparatus, Lewes BPW may refuse to reconnect the Customer's service until the Customer shall have:

(a) Paid all delinquent bills and obligations due Lewes BPW to the extent required by Lewes BPW,

(b) Paid to Lewes BPW an amount estimated by Lewes BPW to be sufficient to cover the electricity used but not recorded by the meter, and

(c) Rewired the premises in a manner satisfactory to Lewes BPW.

8.3 After-hours Reconnection Charge

If the Customer requests service to be restored outside of Lewes BPW regular operating hours, then an additional charge for after-hours reconnection will be required (see the Fee Schedule). Except in an emergency, such after-hour restorations will not be performed between the hours of 9:00 PM and 6:00 AM.

Section 9 – Meter Installations

9.1 Meters Supplied by Lewes BPW

Lewes BPW will furnish, install, maintain, and own one set of metering for each electric service (see Paragraph 2.4). Bills will be calculated according to the readings from such metering, except in the event of meter malfunction, in which case billing will be based on use estimated by Lewes BPW.

9.2 Meter Locations

The Customer, engineer, architect, or contractor shall contact Lewes BPW Electric Department for determination of the exact service location prior to completion of plans or any upgrade of service.

The Customer shall provide a suitable place for the metering, instrument transformers, and any other equipment of Lewes BPW. Such a place shall be of convenient access to Lewes BPW meter readers and inspectors and shall be subject to the approval of Lewes BPW prior to service connection. In general, meters shall be located not more than five (5) feet above ground or floor level and on the outside of the building. (See Section 13 for additional information when relocating existing facilities.)

Meter sockets for new installations must be approved prior to installation by Lewes BPW. The meter sockets shall be provided, installed, owned, and maintained by the Customer. (See Section 11 for meter location and installation information). Lewes BPW reserves the right to disconnect service to any Customer whose meter socket(s) are not maintained in safe operating condition. Lewes BPW does not stock meter sockets and cannot be responsible for interruption of service or replacement of the socket in the event of failure.

9.3 Capacity of Meters

The meters, instrument transformers, service connections, and other equipment supplied by Lewes BPW for each Customer have a definite load capacity and no additions to the Customer's equipment or connected load will be allowed except by consent of Lewes BPW.

9.4 Right to Remove Equipment

All meters, instrument transformers, and other service facilities supplied by Lewes BPW shall remain the exclusive property of the Lewes BPW. Lewes BPW shall have the right to remove all the service facilities from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

9.5 Reverse Registration

Lewes BPW may, by ratchet or other device, control its meters to prevent reverse registration.

9.6 Periodic Meter Testing

All meters shall be tested at intervals established by Lewes BPW. Meters may be tested more frequently at the Customer's request and expense unless the meter is found to be inaccurate by more than two percent (2%) high or low.

Section 10 – Billing Adjustments

10.1 General

Adjustments will be made promptly to correct monthly billed amounts. Adjustments will appear on the next billing cycle. Adjustments will be made without interest, unless the miss-billing is due to meter theft, tampering, or unauthorized overload, in which case the maximum interest permitted by law will be charged.

10.2 Fast Meter

Whenever a meter is found by Lewes BPW to have a positive average error – that is, when it over-registers or is fast – in excess of two percent (2%), Lewes BPW shall credit or refund to the Customer an amount equal to the excess paid for the use incorrectly metered, for a period of at least three and up to six preceding monthly billing periods, unless the time at which the error first developed or occurred can be determined, in which case the estimated amount of overcharge will be based thereon.

10.3 Slow or Stopped Meter

When a meter is found by Lewes BPW to have a negative average error—that is, when it under-registers or is slow— to the extent of two percent (2%) or more, or to be stopped, or, in case of a polyphase meter, to be operating with an inactive element, and the error in registration or failure to operate is not attributable to the negligence of Lewes BPW, but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, Lewes BPW may estimate the proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods or by such method as Lewes BPW may deem reasonable. Except in cases of tampering, theft, or unauthorized overload, such an estimate will cover the period during which the under billing occurred, but not more than six months. In cases of theft, tampering, or unauthorized overload, the adjustment period will be the maximum permitted by law.

Section 11 – Connections and Transformer Installations

11.1 General

"Service" as used in the Electric Rules and Regulations refers to overhead or underground conductors and associated materials between the last pole or underground transformer terminal of Lewes BPW system and the point of connection with the Customer's service location wiring. Service voltages, unless otherwise provided for herein, shall be less than six hundred (600) volts. Lewes BPW system from which the Service is installed may be on public or private right-of-way.

Lewes BPW will install, own, and maintain overhead Services. The Customer normally will install, own, and maintain underground Services. Charges for Services shall be in accordance with this Section. Charges for Extensions shall be in accordance with Section 12.

11.2 Overhead Service

Except as otherwise requested by the Applicant, Lewes BPW will provide, own, and maintain without charge an overhead service drop of up to seventy-five (75) feet to a suitable Connection Point on a support furnished, owned, and maintained by the Customer, which shall be at a location designated by Lewes BPW and so located that the service span will be free of obstructions and adequately supported. Lewes BPW shall not be responsible for failure if the underlying material of the Connection Point is not secure or deteriorates over time.

The Customer also is responsible for providing, owning, and maintaining all other equipment from the Connection Point to the Customer's distribution panel including, but not limited to, the service cable, meter pan, and associated hardware.

If the Customer requires a location other than that designated by Lewes BPW, or the length of the overhead service drop will exceed seventy-five (75) feet, the alternative location or distance must be specified in accordance with Lewes BPW standards. If the length of the service drop exceeds one hundred (100) feet, an additional pole will be required. Any cost more than the typical Service allowance to Lewes BPW shall be paid by the Customer.

11.3 Underground Service from Overhead Connection Point

When Lewes BPW Electric Department determines that the Customer's load is too large to be served from an overhead Service, plans will be made to provide service underground.

The total cost to Lewes BPW will be paid by the Customer, including the cost of the concrete pad, transformer, conduit, primary cable, and any other material required plus installation to the point of interconnection with service location wiring. All connections will be made by Lewes BPW personnel. All load side equipment other than metering from the transformer to the building will be the

responsibility of the Customer. Metering options and locations will be determined by Lewes BPW Electric Department.

At the Customer's option, ownership of all Service facilities and the transformer(s) on the primary side of the Service may be transferred to Lewes BPW, including easements and right of ways at the Customer's expense.

When an Applicant requests an underground Service from overhead facilities, the Applicant must purchase, install, and maintain all facilities, other than metering, installed to provide service to the Customer. However, the connection to Lewes BPW facilities will be made by BPW personnel.

The Customer must install the underground service in conduit on Lewes BPW pole, from a weather head located eight inches (8") below the secondary conductors. Conduit shall extend down the pole to a minimum of thirty inches (30") below ground and to a point three feet (3') from the pole. Underground service at the service premises also shall be in conduit from a minimum of three feet (3') from the premises and thirty inches (30") below the ground to the meter. The underground Service conductors may be direct burial between the ends of the conduit underground, provided the underground run does not cross under streets, driveways, or paved parking areas, in which case it shall be in conduit. Service conductors shall be sized and installed in accordance with the standards of the *National Electric Code* current as of the installation date.

11.4 Underground Electric Service from Underground Distribution System

Only underground service will be supplied from an underground system. It is the responsibility of the property owner to pay for the installation of the underground electric Service. The Customer shall furnish, install, own, and maintain all facilities providing electric service from the Connection Point in the transformer cabinet or on the pole riser, other than metering. Meters for underground service shall be installed on the meter pan or socket furnished by the Customer and attached to the Customer's service facility (see Paragraph 9.2 for the location of the meter). The owner's electrician shall install the underground Service in accordance with Lewes BPW specifications (see Paragraph 11.3) and the *National Electric Code* (Article 300, "Wiring Methods") for such installations. The electrician shall install the underground Service cable from the meter socket on the Customer's facility to the transformer or the secondary pedestal in accordance with approved designs and practices. Such designs and practices shall include trenching to the proper depth and backfilling of the trench with clean fill material.

Prior to any trenching, the electrician or property owner should call *Miss Utility* forty-eight (48) hours in advance to have utility lines marked (see Section 1 for phone number).

11.5 Inspection of Underground Electric Service Installations

The underground Service installation shall be considered complete when:

(a) The cable is in the ground and at the appropriate depth for the entire length of

the run,
(b) The cable is connected to the meter, and
(c) The trench and the immediate area surrounding the trench are free of debris.

After installation of the underground electric Service, the electrical inspector from Lewes BPW must be contacted forty-eight (48) hours prior to the needed inspection. Lewes BPW inspectors have the authority to require the use of conduit whenever conduit is required to protect the underground conductors adequately. If the installation meets the requirements of the National Electric Code, the contractor may cover the trench and Lewes BPW will activate the electric service at the meter, pedestal, or transformer. If the installation fails the inspection, the deficiency must be corrected prior to acceptance and electric service activation.

The fees for the underground Service inspection and any re-inspection are listed in the Fee Schedule.

11.6 Repair of Customer's Underground Cables and Equipment

Maintenance and repair of underground Service cables and equipment are the responsibility of the Customer. In certain cases, when there is a failure of the Customer's underground cables and/or equipment, Lewes BPW, based solely on the Board's judgment, may elect to install temporary surface cables to provide service for a limited period of time until the Customer can arrange for a contractor to complete repairs to the underground installation. The Board will in all such cases require the Customer to execute an agreement releasing the Board from liability for any mishap resulting from the temporary surface installation.

Such repairs must be completed in a timely manner and are subject to the same standards and inspection requirements as a new installation. In the case of repairs to underground installations, the Customer's electrical contractor must pay particular attention to the following situations:

(a) Use conduit or sleeves under sidewalks and driveways,
(b) Verify that underground conductors are not in contact with stones, rocks, or other abrasive debris,
(c) Use only clean fill material to back fill any trench in which underground conductors have been installed, and
(d) Arrange for inspection by Lewes BPW inspector prior to closing the trench.
(e) Lewes BPW reserves the right to remove temporary surface cables at any time and for any reason, but particularly under the following circumstances: When it is evident that the surface installation poses a hazard to the public,
(f) When the temporary service is no longer needed, or
(g) When the Customer has not made efforts acceptable to Lewes BPW to arrange for repairs to be made.

11.7 Repairs Made by Lewes BPW

In some cases, contractors with the skills or equipment required to find and repair underground electrical faults may not be available to make immediate repairs. In such cases, as a service to Customers and upon the execution of a release from liability, Lewes BPW may elect to assist in finding such faults that may exist and make emergency repairs. In such cases, Lewes BPW will bill the Customer for the full time and materials cost of any diagnostic work performed and any repairs made.

11.8 Transformer Installations

Transformers will be furnished, installed, and maintained by Lewes BPW, except as provided in Paragraph 11.3. However, Lewes BPW reserves the right to charge the Customer an additional fee for transformer costs under the following conditions:

When a customer's electricity usage pattern requires a larger than expected transformer to satisfy infrequent peak demand requirements:

(a) When the Customer requires a special location for placement of the transformer
(b) When the Customer makes other special requests for his or her convenience that will result in an unusual or non-standard installation

In such cases, Lewes BPW will determine the type and size of transformer required, consistent with accepted engineering practices and Lewes BPW's operating principles.

11.9 Meter Options

The Board has the option to meter the secondary side of the transformer or the primary side with appropriate compensation for billing.

11.10 Service at Primary Voltage

The Customer may elect to take service at a primary voltage of two thousand four hundred (2400) volts or higher. In such an event, all facilities to provide for the Customer's service shall be installed, owned, and maintained by the Customer.

Section 12 – Distribution System Extensions

12.1 General

Lewes BPW will extend its electric distribution system as provided below. In the case of large commercial or industrial projects, or projects with special characteristics, Lewes BPW reserves the right to require a special contract to specify terms and conditions for Extensions to provide electric service.

12.2 Rights-of-Way

The Applicant requesting service shall furnish, without expense to Lewes BPW, rights-of-way easements as set forth in Paragraph 2.9.

12.3 Applicant's Wiring and Equipment

Lewes BPW may delay the construction of any extension until the Applicant has completed the wiring and the installation of equipment necessary to receive and use service.

12.4 Type of Distribution System Extension

At the sole option of Lewes BPW, distribution system extensions shall be comprised of any combination of overhead and underground facilities.

12.5 Overhead Single-Phase Distribution System Extension

Lewes BPW will extend, at its own expense, up to one hundred fifty (150) feet of overhead single-phase distribution system conductor and other equipment necessary to provide service to an individual Customer for a permanent year-round building or structure in Lewes BPW service territory. A permanent year- round building or structure shall be defined as a building or structure constructed on a permanent foundation for year-round occupancy.

Single phase service for seasonal or temporary installations will be furnished under the terms and conditions in Paragraphs 3.2 and 3.3.

12.6 Overhead Three-Phase Extension

Where three-phase service is required, Lewes BPW will install, own, and maintain at its expense an Extension of up to one hundred fifty (150) feet. If, based on the determination of Lewes BPW, estimated annual revenue will not justify the full cost of any additional extension beyond one hundred fifty (150) feet, Lewes BPW reserves the right to charge the Customer for the uneconomic portion of the extension beyond one hundred fifty (150) feet.

Effective Date: August 19,2004

A service contract will be required for all three-phase service prior to the construction of any Extension.

12.7 Underground Extensions

Underground Extensions will be made to single residential or commercial Customers at the Customer's expense. The type of extension, primary or secondary, will depend on the load and distance. At Lewes BPW option, BPW may install, own, and maintain the Extension and be reimbursed by the Customer or BPW may require the owner to have the Extension installed.

12.8 Underground Extensions in Planned Area Developments and Subdivisions

The Customer or developer shall be responsible for designing, installing, and paying for the underground system for the area to be developed in accordance with the Lewes BPW Specifications for Developers.

The Customer will provide Lewes BPW with an estimate of anticipated load and with construction specification drawings. Lewes BPW will review the estimate of anticipated load and the construction specification drawings and determine a required deposit.

Such deposit shall include the:

(a) Electric Impact Fee (Schedule A),
(b) Estimated reimbursement for engineering review,
(c) Estimated cost of construction administration and inspection, and
(d) Estimated charge for the development of record drawings.

Prior to the engineering review, Lewes BPW will require payment of the deposit by the Customer to cover the estimated costs. Upon receipt of the advance deposit, Lewes BPW engineer will review the design and provide a letter of approval to Lewes BPW, if the design is acceptable. Settlement for actual costs incurred by BPW plus the amount due for the Electric Impact Fee must be made prior to connection of any electric service other than temporary service for construction.

Upon completion of the project, the planned development primary distribution system will be deeded to Lewes BPW at no charge. However, the developer shall provide a warranty for the system for twelve months after the project has been accepted by Lewes BPW. After this, all ownership responsibility will belong to Lewes BPW.

12.9 Street Lighting

In the case of Planned Area Developments, the Customer or developer will provide for and pay for the design, procurement of materials and supplies, and labor associated with the installation of street lighting. All designs must be approved by Lewes BPW prior to installation. The street lighting then will be deeded to the City of Lewes at no charge. The facilities will be maintained by Lewes BPW thereafter. However, the developer shall provide a warranty for the street lighting system for twelve months after the project has been accepted by the Board.

12.10 Disposition of Deposits

In the event any deposit required by this Section is more than the cost of installation or other work performed, the difference between the actual cost and the deposit or payment amount shall be refunded. If the deposit or payment amount is less than the actual cost of installation or other work performed, the Customer shall be liable for the difference and shall tender the same to Lewes BPW upon notification and receipt of an invoice including an explanation of costs.

Section 13 – Relocation of Existing Facilities

13.1 Services

Any alterations or additions in Service connections shall be at the expense of the Customer.

In the event Lewes BPW shall be required by any Public Authority or the Customer to place underground or relocate any of Lewes BPW facilities, the Customer at his or her own expense shall change the location of the Point of Delivery to a point readily accessible to the new Service location.

13.2 Meters

Meters shall be accessible directly from the outside of the Customer's facility and shall not be enclosed by any structure. In the event the Customer desires to enlarge, build on, or add to, any building upon which there is an existing meter, and where said meter will become enclosed by the new addition, whether it be a screened porch or other structure, it shall be the responsibility of the Customer to have an electrician install a new Service entrance or move the existing Service entrance to a proper location that can be accessed from the exterior of the structure (see Paragraph 9.2).

Any Customer planning to install new siding on a building where there is an existing meter shall notify Lewes BPW a minimum of two (2) business days in advance of the time the meter is to be removed to permit the installation of the siding. Lewes BPW will remove the meter to allow the contractor to complete work in that area.

Any Customer planning a change of meter location will notify Lewes BPW a minimum of two (2) days in advance of such change. Lewes BPW will disconnect the service while the electrician makes the necessary change.

No Customer or electrician is authorized to remove or tamper with any meter of Lewes BPW.

All costs incurred by Lewes BPW in making changes as outlined above shall be paid by the Customer.

13.3 Poles, Guys, Anchors, and Other Elements of the Distribution System

When a Customer requests the relocation of an existing pole, conductor, guy or anchor, or other element of the distribution system, he or she shall be responsible for the costs incurred by Lewes BPW in making the relocation. Lewes BPW shall make the determination whether such relocation is appropriate.

Section 14 – Meter Pole or Meter Pedestal for Trailer Service

14.1 Applicability

Section 14 is applicable for meter poles for trailer service, other than in trailer parks, on property not owned by the Applicant. “Trailer” shall mean any mobile home or other Residence with an attached wheeled undercarriage.

Provisions of Section 14 apply only to existing trailers, as trailers are no longer allowed under the Ordinances of the City.

14.2 Limitations

All trailers shall be metered individually on separate meters and shall not be served from any other metered service, whether it is from a house or other trailer service.

14.3 Ownership of the Pole

The Customer shall furnish, install, and maintain the meter pole or meter pedestal and related facilities. The Meter Pole shall be at least class six (6) and twenty-five (25) feet in length buried to a depth of at least four and one half (4.5) feet.

14.4 Costs

If the Customer requires a Connection Point other than that designated by Lewes BPW, or the length of the overhead Service drop exceeds seventy-five (75) feet, the alternative location or distance must be specified in accordance with good engineering practice. If the length of the service drop exceeds one hundred (100) feet, an additional pole will be required. Costs incurred by Lewes BPW shall be subject to reimbursement by the Customer under the provisions of Sections 11, 12, and 13.

Section 15 – Service to Trailer Home Community

15.1 Applicability

This Section is applicable for any property that meets the legal or zoning definition for a trailer or mobile home community. Trailer home communities encompass any property established to accommodate trailers for permanent, semi-permanent, or transient stays.

Section 15 applies only to existing trailer home communities, as no new trailer home communities are permitted under the Ordinances of the City.

15.2 Separate Service Contracts

An application and separate contract for service to each trailer in the trailer home community will be required. (See the General Application for Service in the Appendix.)

15.3 Plans

The planning for and installation of new distribution system Extensions and street lighting systems in a trailer home community must meet the requirements of Section 12.

15.4 Additional Owner's Responsibility

Trailer Park owners are responsible for providing all facilities other than meters necessary to serve individual Customers in the trailer home community. Lewes BPW will provide one Service drop up to 75 feet to interconnect with the owner’s facilities.

15.5 General Park Facilities

Where Lewes BPW supplies individual meters to each trailer location, general electrical facilities in the park, such as an administrative office, flood lights, washrooms, general service pumps, and auxiliary outlets from which the trailer park operator may wish to provide service for any transient trailers, must be supplied through a separate meter under the Commercial Service Rate Schedule.

Section 16 - Small Power Production and Cogeneration

16.1 FERC Criteria for Qualifying Facilities ("QF")

Criteria for qualification of small power production facilities and congregation facilities are the same as set out in Federal Energy Regulatory Commission's ("FERC") rules (18 C.F.R. Part 292).

A small power production facility qualifies if it meets three criteria:

The first requirement is that the power production capacity of the facility, together with the capacity of any other facilities that use the same energy resource and are owned by the same person and are located at the same site, may not exceed eighty (80) megawatts.

The second requirement is that the primary energy source of the facility must be biomass, waste, renewable resources, or any combination thereof. This means that more than fifty (50) percent of the total energy output must be derived from these sources. In addition, the aggregate use of oil, natural gas, and coal by the facility may not exceed twenty-five (25) percent of its total energy output during any calendar year.

Third, a small power production facility will not be eligible for qualifying status if more than fifty (50) percent of the equity interest in the facility is held by an electric utility or public utility holding company or any person owned by either.

A cogeneration facility may be a Qualifying Facility if it satisfies two requirements.

First, it must meet the same ownership test as that required for a small power production facility.

Second it must meet any operating and efficiency standards described in Paragraph 292.205(a) and (b) of the FERC's rules.

16.2 Transaction Alternatives

Section 210 of the Public Utility Regulatory Policies Act of 1978 obligates Lewes BPW, upon request, to purchase energy generated by a Customer at avoided cost. There are three basic types of transactions available to the Customer with a qualifying cogeneration or small power production facility.

Option A: "Gross Transfers"

Under this option, two meters with detent to prevent reverse registration, will be installed. One meter will measure the Customer's total power requirements and the other meter will record total energy generation. Total power requirements will be billed under the Rate Schedule applicable in the absence

of the Customer's generation, and total energy supplied by the Customer's generator will be purchased by BPW.

Option B: "Net Transfers"

Under this option, the generation will be used to supply the Customer's load, with any excess sold to BPW. The Customer will purchase any requirements more than generation output. Two (2) meters with detent to prevent reverse registration will be installed. One will meter net electrical flow from Lewes BPW to the Customer, and the other will meter net electrical flow from the Customer to Lewes BPW. The net flow from Lewes BPW will be billed at the Board of Public Work's standard rates, plus a surcharge for any underutilized facilities used principally for standby. Only the net flow to Lewes BPW will be purchased by BPW under this option.

Option C: "No Sale" Transaction

Under this option, the generation will be used to supply all or a portion of the Customer's load, with any additional requirements purchased from Lewes BPW. One meter will be installed with detent to prevent reverse registration, with the type of meter installed determined by the applicable Rate Schedule. The meter will measure the net electrical flow to the Customer, without offset for any period(s) when the Customer's generation exceeds electric requirements. Billing will be at Lewes BPW standard rates, plus a surcharge for any underutilized facilities used principally for standby.

If the cost of alternative power to Lewes BPW is time differentiated, the metering equipment utilized must record energy sold to Lewes BPW on a time differentiated basis, unless the Customer agrees to accept the lower off-peak rate for all energy sold.

The Customer's right to sell power to Lewes BPW may be subject to temporary curtailments when, because of operational circumstances, the delivery of such power would interfere with the safe, efficient, and economic operation of Lewes BPW electric system.

Any Customer desiring to sell QF power to Lewes BPW will be required to execute a separate service agreement providing terms for the sale.

16.3 Purchase Price for Power from Qualifying Facilities

The output from the Qualifying Facility will be purchased under Rate Schedule 5 for Small Power Production and Cogeneration Service, or as otherwise agreed.

The Customer's generation may qualify for "firm capacity" credit, subject to Lewes BPW's avoided costs. Any credit will be based on the minimum assured capacity availability during peak hours, i.e., excluding generating reserves.

Customers with Qualifying Facilities electing to sell output other than Lewes BPW will be subject to adjustments for line losses and wheeling charges.

16.4 Interconnection and Metering Costs

Owners of Qualifying Facilities will be required to pay for any additional transmission or distribution costs incurred by Lewes BPW (including the costs of metering, transformation, system protection, and safety equipment) to the extent that such costs are in excess of those that Lewes BPW would have incurred if the Qualifying Facilities were not installed.

Lewes BPW will maintain an accurate and complete accounting of all costs related to the application, installation and interconnection of facilities, and operation of each Qualifying Facility and for metering, meter reading, billing, and accounting, as appropriate, and shall bill each Customer promptly for the costs. Such costs shall include, but not be limited to, employee and contract labor, equipment, material, transportation, overhead, insurance, and outside consulting and legal services.

The initial application, installation and interconnection of facilities, metering and other related costs will be estimated by BPW and paid in advance by the Customer, unless agreed otherwise, and will be subject to adjustment based on actual costs.

The owner of the Qualifying Facility is responsible for obtaining approval of plans for the Customer's facilities from Lewes BPW prior to making a commitment to purchase or begin construction of the facilities.

Existing Customers of Lewes BPW installing Qualifying Facilities may be required to compensate Lewes BPW for the unamortized costs of any existing transmission or distribution facilities that are rendered surplus by changes in the Customer's service.

System improvements or other costs which may be incurred by Lewes BPW due to the continued interconnection of the Customer's generation or in combination with other Qualifying Facilities shall be prorated, if appropriate, and charged to the Customer(s) contributing to the costs when incurred.

16.5 Safety, System Protection, and Operating Responsibility

The Customer will install, operate, and maintain the generation and other facilities consistent with the current safety codes, governmental regulations, and prudent utility practices applicable in the Delmarva region. All generation, interconnection, protection, and other facilities operated in parallel with the utility system must be compatible with BPW system and interconnected transmission grid.

Each interconnection of a Qualifying Facility will require separate engineering analysis. The Customer shall supply Lewes BPW with technical specifications, detail drawings, and site plan relating to the production facilities and related interconnection, operation, and protective equipment for review by

Lewes BPW. The adequacy of the Customer's safety and system protection facilities for interconnection with BPW system will be determined by Lewes BPW, but only as far as necessary for such facilities to be determined compatible with the interconnected system and in compliance with BPW's Electric Rules and Regulations. BPW shall have the right to inspect the Customer's facilities at any time during construction, testing, and operation for compliance with Lewes BPW's Electric Rules and Regulations.

The customer must obtain final approval from the Lewes BPW for all interconnection facilities and interconnected equipment prior to energization of the qualifying facilities. The completed facilities must meet all safety codes and governmental requirements, including inspection approvals, prior to commencement of operation.

The Customer shall protect, indemnify, and hold harmless Lewes BPW and the City and their officials, employees, and other representatives from any and all claims, demands, suits, liability and expense (including attorney's fees) by reason of any injury to or death of any person or damage to any property caused by or resulting from the QF and other Customer facilities. Qualified producers will be required to provide proof of liability insurance coverage of one million dollars ($1,000,000) per occurrence or greater and property loss insurance of two hundred and fifty thousand dollars ($250,000) or greater, as determined by BPW.

Qualified producers will cooperate with Lewes BPW in developing mutually acceptable operating procedures for delivery of the output of the Qualifying Facilities.

The Customer shall advise Lewes BPW prior to making any revisions to the generation facilities, the control system, or the interface between the Customer's facilities and Lewes BPW system after the installation. Any such revision must be acceptable to Lewes BPW.

Should the parallel operation of the Customer's generation facility cause interference or adversely affect voltage, frequency, harmonic content, power factor, or power quality otherwise in the interconnected utility system or service to other Customers, Lewes BPW may require disconnection of the Customer's facilities.

16.6 Interface Breaker

To provide safety for electric system employees and contract personnel performing emergency repairs or routine maintenance, the Customer must provide equipment for disconnecting and isolating the production facility from the electric system. Such equipment must be capable of preventing the production facility from energizing the electric system during such interruptions and must include a device (or devices) with a visible break which BPW's employees or representatives have access to and can operate and lock at all times so as to isolate the production facility and all means of back feed into the electric system. The device might be an air-break disconnection switch, draw-out circuit breaker, fuse block, fused cutouts, circuit breaker, or recloser with mechanism-operated target, as appropriate for the voltage level.

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Switching of the interface breaker shall be under the administrative control of Lewes BPW. Lewes BPW reserves the right to open the interface breaker without prior notice to the Customer. The following are examples of situations in which Lewes BPW might exercise this right:

(a) System emergency,

(b) Lewes BPW inspection of the Customer's interface station equipment reveals any potentially unsafe condition, and

(c) The Customer's generating equipment interferes with other Customers or with the safe operation of the interconnected electric system.

Lewes BPW also reserves the right to open, or request the opening of, the interface breaker with reasonable prior notice to the Customer if a planned outage is scheduled on Lewes BPW system.

16.7 System Protection and Operating Criteria

The Customer is fully responsible for protecting equipment and personnel on the Customer's side of the interconnection with Lewes BPW system, so that faults or other disturbances on Lewes BPW system do not cause damage to the Customer's facilities or injury to anyone. The Customer is fully and solely responsible for the design, installation, and operation of the QF and other equipment according to sound engineering practices so that the Customer's facilities do not reduce the quality of service to other Customers or damage to Lewes BPW electric system or interconnected transmission grid.

The design, testing, and maintenance of the necessary Customer-owned protective equipment exclusive of that associated with the interface breaker connecting the Customer's facilities to Lewes BPW electric system shall be totally the Customer's responsibility.

The selection of the interface breaker and the associated protective relays shall be approved by Lewes BPW prior to connection to the utility system. These relays and associated interface breaker must operate under any of the four following conditions:

Faults on Lewes BPW line that operates in parallel with the Customer's generation,
Faults on the Customer's system:

(a) Non-fault opening of Lewes BPW source breaker(s), fuses, or switches supplying the line that operates in parallel with the Customer's generation, and
(b) Reverse power flow between Lewes BPW system and the Customer's generation which would cause damage to the Customer's generation or other equipment.

Proper operation of the interface breaker and associated protective relays for these four mentioned occurrences is extremely important to ensure personnel safety and that no damage occurs to equipment owned by BPW or any Customers connected to Lewes BPW system.

Annual maintenance and testing of the interface breaker and associated protective relays will be required to ensure their proper operation. This work should be performed by a reputable testing firm that will submit a statement of test methods and results to Lewes BPW for approval.

Generators interconnected to Lewes BPW four (4) kV facilities may not exceed one (1) MW, while the limitation for twelve (12) kV interconnections is three (3) MW. Lewes BPW's sixty-nine (69) kV facilities may accommodate larger capacity generation but require special assessment due to total BPW load requirements.

The following technical criteria need to be considered separately for each Qualifying Facility and may not be all-inclusive for all locations and generator installations. Other factors may need to be considered. For example, generation capacity which can be accommodated will be limited based on the voltage of Lewes BPW facilities at the point of interconnection.

16.7.1 Fault Protection

Adequate protection facilities shall be provided by the Customer to protect the line(s) connecting the production facility to the electric system from faults originating from the production facility. This includes primary fault disconnecting switchgear and secondary relaying and control circuitry.

It shall be the responsibility of the Customer to provide adequate protection of its production facility from fault currents originating in the electric system. The Owner shall disconnect automatically from Lewes BPW system during electrical faults on Lewes BPW electrical system and upon loss of BPW electric source. The Owner may reconnect when the system voltage and frequency return to normal ranges and are stabilized.

For generating units twenty-five (25) kW and below, the over/under voltage and over/under frequency settings described previously, along with the anti-island provisions of IEEE 929/UL 1746 inverters, should be sufficient to satisfy this provision. For units greater than twenty-five (25) kW the voltage and frequency set-points are to be adjustable, with the actual setting determined by BPW based on the electrical characteristics of the generator and Lewes BPW system.

Additional protection such as power directional or directional overcurrent functions also may be required. For units five hundred (500) kW or larger, a direct tripping scheme to trip the generator upon loss of Lewes BPW's feeder may be required by Lewes BPW. This decision will be based on the saturation of distributed generation on a particular feeder circuit and in those

cases where under voltage or under frequency sensing may not detect loss of the Lewes BPW source.

16.7.2 Overvoltage and Undervoltage

It shall be the responsibility of the Customer to provide adequate protection to prevent damage to the connected electric system caused by overvoltage originating from the operation of the production facility.

It shall be the responsibility of the Customer to provide facilities adequate to prevent the production facility from being damaged by overvoltage or undervoltage conditions on the connected electric system.

16.7.3 Synchronization and Isolation

The Customer shall provide adequate facilities for the proper synchronization of its production facility with the connected electric system such that synchronism is accomplished without undesirable currents, surges, or voltage dips on the connected electric system.

The Customer shall provide means for disconnecting the production facility from the connected electric system for system line interruptions and for the proper resynchronization of the production facility following such interruptions.

16.7.4 Grounding

The facilities (generator, connecting transformer, etc.) that connect the Customer's facilities to the electric system must be grounded in such a way that coordination is maintained with Lewes BPW's relay protection system during fault conditions, so that the Customer's facilities are not subjected to harmful voltages. Adequate neutral (ground) relays shall be installed to prevent ground fault transient damage, neutral induced voltage damage, or unsafe conditions. Grounding shall be in accordance with IEEE and NEC recommendations.

16.7.5 Harmonics

Non-linear circuit elements such as inverters can produce harmonics. Per IEEE Standard 519, *Recommended Practices and Requirements for Harmonic Control in Electric Power Systems,* Table 11.1, the total harmonic distortion (THD) voltage shall not exceed five percent (5%) of the fundamental sixty (60) Hz frequency or three percent (3%) of the fundamental for any individual harmonic as measured at the point of interconnection. In addition, the level of harmonic current that the Customer's generation is allowed to inject into BPW system shall not exceed that specified in Table 10.3 in IEEE Standard 519. Furthermore, any commutation notch should be limited as defined by Table 10.2 in IEEE Standard 519. The preceding requirements apply to all types of generation systems.

The Customer is responsible for the installation of any necessary controls or hardware to limit the voltage and current harmonics generated by the equipment to required levels.

16.7.6 Power Factor

The Customer's generation shall not adversely impact the power factor of BPW system at or near the point of interconnection. The type of generator impacts the power factor. The inverters of most DC generators are designed to operate close to unity power factor. Induction generators absorb vars from BPW system. Synchronous generators either can absorb or produce vars, thus having a varying power factor depending upon excitation control.

Synchronous generators shall be operated so as not to absorb vars from BPW system. However, the dispatching authority for the transmission grid can request that the generator real and reactive power output be adjusted to best meet the needs of the overall utility system. These requirements will be discussed on a case-by-case basis.

The Customer must provide for the reactive power requirements of the production facilities (via generator control, capacitors, etc.) to operate at no less a power factor (drawing vars from BPW system) at the point of interconnection than existed prior to installation of the generation. Any reactive power requirements more than this limit may require upgrades and/or the installation of capacitor units on BPW system. The costs for any such upgrades, or other costs incurred by BPW which are attributable to the Customer's generation, will be charged to the Customer. Power factor requirements are defined in agreements covering operation of the transmission grid.

16.7.7 Voltage Regulation

The Customer shall provide necessary voltage regulation equipment to prevent the production facility from causing excessive voltage variation on the interconnected electric system. The generation equipment must be operated in such a manner that the voltages on Lewes BPW system are in the same range as if the generating equipment were not connected to Lewes BPW system.

The Customer shall provide an automatic method of initiating a disconnect sequence of the generating equipment from Lewes BPW system with set points noted in the table below.

Generating Systems with Inverters Up to 25 kW	**Generating Systems with Inverters Over 25 kW**	**Non-Inverter or Rotating Machine Generation**
Trip in 0.1 Second for V<50% Trip in 2 Seconds for 50%≤V<88% Trip in 2 Seconds for 106%<V<137% Trip in 0.03 Second for 137%≤V *(Above times and voltages taken directly from IEEE 929)*	Trip in 0.1 Second for V<50% Trip in 0.1 to 30 Seconds for 50%≤V<88% Trip within 0.1 to 30 seconds for 106%<V<137% Trip in 0.03 Second for 137%≤V *(Specific voltage and time delay set points will be determined for each installation)*	Trip in 0.1 Second for 115%≤ V Trip in 0.1 to 30 Seconds for V>110% or V<90% *(Specific voltage and time delay set points will be determined for each installation)*

Note: Trip time refers to the time between when the abnormal voltage condition occurs, and the generator being disconnected from BPW system.

On three phase generator installations, full three phase voltage sensing should be employed. Voltages must be sensed on the high side of any interface transformer if the transformer high voltage winding is ungrounded.

The Customer may reconnect to BPW system when the system voltage returns to normal range and is stabilized.

6.7.8 Voltage Flicker

The voltage produced by the production facility must be balanced if it is a three-phase installation. The waveform must be sinusoidal and compatible with the operation of the interconnected electric system.

The Customer's Voltage Flicker must not cause adverse effects on the loads of other Customers, Lewes BPW electric system, or the interconnected transmission system and customers served from the transmission system.

The Customer will be responsible for protecting its production facility from the inadvertent phase unbalance in the connecting electric system's voltage.

Voltage Flicker shall not exceed the "Borderline of Irritation Curve, Fig. 10.3, as defined in IEEE Standard 519-1992, Recommended Practices and Requirements for Harmonic Control in Electric power Systems. Lower levels of Voltage Flicker may be required in areas where electronic equipment and sensitive instrumentation are present.

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16.7.9 Frequency

The operating frequency of the generating equipment shall not deviate more than the values noted in the table below.

Generating systems with Inverters Up to 25 kW	**Generating Systems with Inverters Over 25 kW**	**Non-Inverter or Rotating Machine Generation**
Trip in 0.1 Second for F<59.3 Hz Trip on 0.1 Second for F>60.5 Hz *(Set points taken from IEEE 929)*	Trip in 0.1 Second for F<59.3 Hz Trip in 0.1 Second for F>60.5 Hz *(Other frequency and time delay set points may be necessary for a specific installation)*	Trip in 0.1 Second for F<59.3 Hz Trip within 0.1 Second for F>60.5 Hz *(Other frequency and time delay set points may be necessary for a specific installation)*

Note: Trip time refers to the time between when the abnormal voltage condition occurs, and the generator being disconnected from BPW system.

The Owner may reconnect when the system frequency returns to normal range and is stabilized.

16.7.10 Current

In some cases, directional over-current protection may be required to limit fault current flowing onto Lewes BPW system in the event of a line fault. DC inverters that are incapable of producing fault current do not require directional over-current protection.

Inverter systems should not inject DC current greater than a half percent (0.5%) of rated inverter output in the interconnection between Lewes BPW system and the Customer's facilities under either normal or abnormal conditions.

16.7.11 Automatic Reclosing

The Customer is responsible for protecting the production and other facilities from the effects of switching or automatic reclosing of Lewes BPW's feeder circuits. The Customer may request Lewes BPW to delay high speed reclosing on BPW feeder serving the Customer to allow the interconnected generation sufficient time to remove itself from an isolated or de-energized feeder prior to automatic reclosing. Since delaying the automatic reclosing time degrades the level of service provided to other consumers on the circuit, Lewes BPW will limit the automatic reclosing time delay to a few seconds or less.

The Customer also may request that a direct transfer trip scheme be added to remove the interconnected generator from service prior to automatic reclosing by using communications equipment between the generator site and Lewes BPW. Similarly, the Customer may request that a synchronizing check or reclosing block scheme be installed on Lewes BPW feeder to prevent out-of- phase reclosing.

16.7.12 Other Qualifying Facilities Requirements

The Customer shall provide Lewes BPW with an annual operations procedure report. The report shall include a detailed description of any changes proposed in equipment or method of operation for the preceding twelve (12) months and those anticipated for the next twelve months. The report shall also provide a list of each outage of the generation system and the cause. Further details may be requested by Lewes BPW.

Lewes BPW reserves the right to specify the types of transformer connections (e.g., delta-delta, wye-delta, wye-wye) that will be employed for all multipurpose interface transformers. This is necessary to ensure that such transformers will function in an optimum fashion with Lewes BPW system. In the case of wye-delta connected transformers, the neutrals of any wye windings connected to Lewes BPW system will be ungrounded unless unusual technical considerations dictate otherwise. The Customer shall supply one copy of all transformer data and one copy of all certified test data.

The Customer should employ a negative phase sequence overvoltage relay when fuses provide high voltage protection for the interface transformer. This negative sequence relay should incorporate some fixed time delay, so it will not operate for faults on Lewes BPW system. Such faults usually result in temporarily unbalancing the voltages detected by the Customer. In cases where such an arrangement exists, the Customer should be aware that the generator will be exposed to negative phase sequence voltages (and resultant negative phase sequence currents) if one of these high voltage fuses should open.

BPW system can accept only sixty (60) Hertz alternating current, either single phase or three-phase.

The Customer should maintain a battery (forty-eight (48)V or above) and charger for operation of the interface breaker and relays. In lieu of a battery, a properly designed capacitor tripping scheme may be employed, if approved by Lewes BPW.

All generators larger than ten (10) kVA must be three phase generators connected to three phase circuits. Limiting single phase generators to ten (10) kVA will result in single phase Customer generator having minimal adverse impact upon distribution circuit load balance.

Single phase Customers with generation may be connected directly to a low voltage system which supplies other Customers unless the size of the Customer's generation or any other

constraint dictates the use of an interface (isolating) transformer. Installation approval of facilities and connections to Lewes BPW electric system must be approved by Lewes BPW.

When the electrical connection between the utility system and the Customer's facilities is interrupted due to an electrical fault or for any other reason, the Customer may reconnect to Lewes BPW system only after the disturbance is cleared and the system voltage and frequency return to normal ranges and are stabilized

Section 17 - Area Connection and Impact Charges

17.1 Purpose

The purpose of this Section is to establish provisions for the construction and expansion of the electrical system of Lewes BPW by recovering part of the costs from Customers causing and benefiting from the electrical system expansion.

17.2 Definitions

New Facility

New Facility is a new, remodeled or restored residential, commercial, institutional, or industrial structure which will be served by Lewes BPW electric facilities.

Area Connection Charge ("ACC")

Area Connection Charge is a one-time assessment to be paid by the owner of a New Facility to defray the cost of new electrical facilities installed to provide for the Customer's connection to the electrical system. The ACC will be paid by the owner prior to the time Lewes BPW modifies or constructs any electric facilities to accommodate the New Facility. Revenue collected from each ACC will be deposited into the Electrical Capital Reserve Account.

Area Impact Charge ("AIC")

Area Impact Charge is a one-time assessment to be paid by the owner of a New Facility to recover excess electrical system expansion costs. The AIC shall be a pro rata share of the cost of expansion capacity of the electrical system attributable to the New Facility.

The charge shall be that amount deemed by Lewes BPW sufficient to recover costs required to plan, design, acquire, and construct facilities with adequate capacity to serve new Customers of the electrical system without adversely impacting existing Customers. Calculation of the AIC shall be based upon costs expected to be incurred in continuing to expand the capacity of the electric system to meet the consolidated load requirements of BPW Customers compared with historical electric system capacity costs.

The Area Impact Charge shall be payable to Lewes BPW prior to any connection being made of the New Facility to the electrical system.

Revenue collected from each AIC will be deposited in the Electrical Capital Reserve Account.

Electrical Capital Reserve Account ("ECRA")

The *ECRA* is an account established in a bank or trust company into which all funds received from the payment of Area Connection Charges and Area Impact Charges will be deposited, and from which funds shall be expended only for the purpose of making repairs, renovations, Extensions to, or expansion of the electrical distribution and transmission system, including electrical substations, as determined by Lewes BPW.

17.3 Determination of Area Connection and Area Impact Charges

ACC and AIC charges shall be determined from Schedule A (Electric Impact Fees - Area Connection and Impact Charges) which follows:

Lewes BPW
Lewes, Delaware

Schedule A – Area Connections and Impact Charges
Electric Rules, and Regulations

		Delivery Voltage																	
Service Amps		**240/120 Volts Single Phase**				**208/120 or 240/120 Volts Three Phase**				**480/277 Volts Three-Phase**				**4.16kV Three Phase**				**12.47kV Three Phase**		
(Up to and including)		**ACC[1]**	**AIC[2]**	**Total**		**ACC[1]**	**AIC[2]**	**Total**		**ACC[1]**	**AIC[2]**	**Total**		**ACC[1]**	**AIC[2]**	**Total**		**ACC[1]**	**AIC[2]**	**Total**
100		$ 714.00	$ 379.00	$ 1,093.00		$ 878.00	$ 912.00	$ 1,790.00		$ 2,043.00	$ 2,629.00	$ 4,672.00		$ -	$ 31,889.00	$ 31,889.00		$ -	$ 95,589.00	$ 95,589.00
200		$ 1,427.00	$ 760.00	$ 2,187.00		$ 1,941.00	$ 1,823.00	$ 3,764.00		$ 2,304.00	$ 5,256.00	$ 7,560.00		$ -	$ 63,776.00	$ 63,776.00		$ -	$ 191,175.00	$ 191,175.00
400		$ 2,540.00	$ 1,517.00	$ 4,057.00		$ 2,304.00	$ 3,644.00	$ 5,948.00		$ 3,031.00	$ 10,512.00	$ 13,543.00		$ -	$ 127,553.00	$ 127,553.00				[3]
600		$ 3,228.00	$ 2,216.00	$ 5,444.00		$ 2,527.00	$ 5,467.00	$ 7,994.00		$ 3,775.00	$ 15,770.00	$ 19,545.00		$ -	$ 191,329.00	$ 191,329.00				[3]
800				[3]		$ 3,031.00	$ 7,290.00	$ 10,321.00		$ 3,775.00	$ 21,026.00	$ 24,801.00				[3]				[3]
1000				[3]		$ 3,031.00	$ 9,111.00	$ 12,142.00		$ 4,054.00	$ 26,282.00	$ 30,336.00				[3]				[3]
1200				[3]		$ 3,031.00	$ 10,933.00	$ 13,964.00		$ 5,948.00	$ 31,538.00	$ 37,486.00				[3]				[3]
1400				[3]		$ 3,775.00	$ 12,756.00	$ 16,531.00		$ 5,948.00	$ 36,794.00	$ 42,742.00				[3]				[3]
1600				[3]		$ 3,775.00	$ 14,579.00	$ 18,354.00				[4]				[3]				[3]
1800				[3]		$ 3,775.00	$ 16,400.00	$ 20,175.00				[4]				[3]				[3]
2000				[3]		$ 4,054.00	$ 18,222.00	$ 22,276.00				[4]				[3]				[3]
2200				[3]		$ 4,054.00	$ 20,045.00	$ 24,099.00				[4]				[3]				[3]
2400				[3]		$ 4,054.00	$ 21,866.00	$ 25,920.00				[4]				[3]				[3]
2600				[3]		$ 5,948.00	$ 23,689.00	$ 29,637.00				[4]				[3]				[3]
2800				[3]		$ 5,948.00	$ 25,511.00	$ 31,459.00				[4]				[3]				[3]
3000				[3]				[4]				[4]				[3]				[3]

Board of Public Works Schedule A- Area Connection and Impact Charges Notes

[1]	For underground service, the customer will be responsible for installing and paying for all transformation and underground service connections costs.
[2]	In addition, the customer will pay a portion of the cost of any distribution system modifications, including substations, which may be needed, as determined by the Board of Public Works.
[3]	Not Available
[4]	Subject to availablility. Total impact fee will be based on actual cost of installation plus the calculated AIC.
5	The charges above are applicable for each point of service delivery.
6	When the amperage of an existing service is increased, the impact fee will be based on the impact fee applicable for the new service amperage less the impact fee applicable for the service amerage prior to the change.
7	The Board of Public Works will install one meter for a new or replaced docks with multiple boat slips. After October 31, 2004, any existing dock with multiple slips may be converted to one meter at the option of the Board of Public Works and will be converted to a single meter in the event any additonal slip is added.
Effective April 1, 2024	https://data.bls.gov/cgi-bin/cpicalc.pl

Advance Payment Deposits

1.	Residential Service	
	(a) Tenants	**$125 or 2/12 of the estimated annual revenue**
	(b) Property Owner	**none**
2.	Nonresidential Service	**$125 or 2/12 of the estimated annual revenue**

Disconnection and Reconnection Fees

3.	Disconnection Fee	$ 30.00
4.	Reconnection Fee	
	(a) During regular working hours (per trip) 7am-3:30pm M-F	$40.00
	(b) After regular working hours, at consumer's request (per trip) other hours	$172.00

Administrative Fees

5.	Application Fee	$ 25.00
6.	Returned Check Fee	$ 30.00
7.	Declined Electronic Payment	$ 30.00
8.	Transfer Fee	$ 50.00
9.	Meter Testing	
	(a) Single Phase Meter	$ 60.00
	(b) Polyphase Meter	$ 75.00
10.	Underground Service Inspection Fee	
	(a) Initial Inspection	$ 25.00
	(b) Re-inspection	$ 15.00

Amended 3/27/07 Regular Board Meeting with Resolution 07-003

Effective Date: August 19,2004

Section 18 – Retail Customer Demand Response

Aggregation of Retail Customer Demand Response.

1. Lewes BPW or any entity that applies to be an authorized Curtailment Service Provider and is subsequently approved by the General Manager or his designee is permitted to bid demand response and energy efficiency resources on behalf of retail customers served by Lewes BPW directly into any Commission-approved independent system operator's or regional transmission organization's organized electric markets.

2. Retail customers served by Lewes BPW wishing to bid their demand response and energy efficiency resources into a Commission-approved independent system operator's or regional transmission organization's organized electric markets may do so by participating in the program established by Lewes BPW or with a Curtailment Service Provider duly approved in advance by Lewes BPW.

Added Section 18.1 approved Board Meeting February 24, 2015

Effective Date: August 19,2004

Electric Rate Schedules

Lewes BPW
Lewes, Delaware

Rate Schedule 1: Residential (Domestic) Electric Service

Rate Schedule 2: Commercial (Small General Electric Service

Rate Schedule 3: Industrial (Large General) Electric Service

Rate Schedule 4: Outdoor Lighting Service

Rate Schedule 5: Small Power Production and Cogeneration Service

Effective Date: August 19,2004

Residential (Domestic) Electric Service
Service is available under this Rate Schedule for single-family residential home and farm use only. Incidental use of the Residence for other purposes may be permitted, if approved by Lewes BPW. However, Residences used principally for commercial purposes, such as rooming or boarding rental, may not be served under this Rate Schedule, unless the commercial service is metered and served separately under the appropriate Rate Schedule.

Monthly bills for service under this Rate Schedule will be rendered based on the following provisions.

Customer Charge

Single Phase Service	$ 21.00
Three Phase Service	$ 35.80
Energy Charges	$ 0.13434 per kWh

Power Cost Adjustment

The Power Cost Adjustment (PCA) to reconcile over or under collections of power supply costs will apply to all services supplied under this Rate Schedule.

Ready to Serve Charge

The Minimum Bill for monthly service shall be the Ready to Serve Charge. Properties unoccupied for periods of time will not be excluded unless service is discontinued.

General Terms

Service supplied under this Rate Schedule is subject to the Electric Rules and Regulations of BPW. The Electric Rules and Regulations and this Rate Schedule are subject to change by the Board of BPW.

Effective with bills rendered on and after April 1, 2004.

Amended: May 18, 2006, Board Meeting, increase in rates.000178 to include State Mandated Green Energy, effective with bills rendered for June 2006 billing.

Amended: October 19, 2006, Board Meeting, increase in rates, along with a summer and winter rate, effective with bills rendered on and after February 1, 2007.

Amended: May 26, 2010, Board Meeting, increase in ready to serve charge, eliminate summer, and winter rates, effective with bills rendered on and after June 1, 2010.

Amended: January 25,2012 Board Meeting. Rate reduction in energy charges effective with bills rendered on and after March 1, 2012.

Amended: February 22, 2017, Board Meeting Rate study recommendation revenue neutral rate change effective with bills rendered on and after April 1,2017

Amended: April 6, 2022, Special Board meeting rate study recommendation effective with May 2022 , May 2023, May 2024, May 2025, and May 2026 bills.

Commercial (Small General) Electric Service

Service is available under this Rate Schedule for commercial and other non-residential electric service when the annual peak demand is less than fifty (50) kilowatts. Lewes BPW will supply electric service through one meter at one location.

For any Customer served under this Rate Schedule, this rate will cease to be applicable if the annual peak metered demand exceeds fifty (50) kilowatts. In such case, the Customer will be changed to the Industrial rate.

This Rate Schedule shall be applicable for service to schools, orphanages, stores, hotels, rooming houses, apartment houses, theaters, etc., and all other use that is not strictly residential or domestic home or farm use in character when annual peak demand is below fifty (50) kilowatts. Any establishment carrying a business, professional, or commercial telephone directory listing may be considered as such in determining the applicable Rate Schedule, but the absence of such listing shall not be considered as conclusive in establishing the appropriate Rate Schedule.

Where one premise with annual peak demand under fifty (50) kilowatts is used and occupied by a consumer as a commercial establishment and as a Residence, all service supplied will be billed under this Rate Schedule, or the wiring may be separated (subject to approval by Lewes BPW) and each electric service metered and billed separately in accordance with the applicable Rate Schedule.

Monthly bills for service under this Rate Schedule will be based on the following provisions.

Customer Charges

Single Phase	$ 41.00
Three-phase Service	$ 60.50
Energy Charges	$ 0.15014 per kWh

Power Cost Adjustment

The Power Cost Adjustment (PCA) to reconcile over- or under collections of power supply costs will apply to all services supplied under this Rate Schedule

Ready to Serve Charge

The Minimum Bill for monthly service under this Rate Schedule will be equal to the Customer Charge plus the Public Utilities State Tax Surcharge. Properties unoccupied for periods of time will not be excluded unless service is discontinued.

Public Utilities Tax Surcharge

In addition to charges by BPW, the surcharge for Public Utilities Tax under Title 30, Part IV, Chapter 55, Section 5502 of the Delaware State Code, if applicable, will apply to service rendered.

General Terms

Service supplied under this Rate Schedule is subject to the Electric Rules and Regulations of Lewes BPW. The Electric Rules and Regulations and this Rate Schedule are subject to change by the Board of BPW.

Effective with bills rendered on and after April 1, 2004.

Amended: May 18, 2006, Board Meeting, increase in rate .000178 to include State Mandated Green Energy, effective with bills rendered for June 2006 billing.

Amended: October 19, 2006, Board Meeting, increase in rates, along with a summer and winter rate, effective with bills rendered on and after February 1, 2007.

Amended: May 26, 2010, Board Meeting, increase in ready to serve charge, eliminate summer, and winter rates, effective with bills rendered on and after June 1, 2010

Amended: January 25,2012 Board Meeting. Rate reduction in energy charges effective with bills rendered on and after March 1, 2012.

Amended: February 22, 2017, Board Meeting Rate study recommendation revenue neutral rate change effective with bills rendered on and after April 1,2017

Amended: April 6, 2022, Special Board meeting rate study recommendation effective with May 2022, May 2023, May 2024, May 2025, and May 2025 bills.

Industrial (Large General) Electric Service

Service is available under this Rate Schedule for non-residential electric service with annual peak demand of fifty (50) kilowatts or more. Lewes BPW (BPW) will supply the Customer's requirement for power through one meter at one location.

For any Customer served under this Rate Schedule, this rate will cease to be applicable if the annual peak metered demand falls below fifty (50) kilowatts. In such a case, the customer will be changed to the Commercial (Small General) Service Rate Schedule.

Monthly bills for service under this Rate Schedule will be based on the following provisions.

Customer Charges

Single Phase	$ 145.00
Three-phase	$ 161.20
Energy Charges	$0.08648 per kWh
Demand Charge	Per kW of Billing Demand $ 10.00per kW

Power Cost Adjustment

The Power Cost Adjustment (PCA) to reconcile over or under collections of power supply costs will apply to all services supplied under this Rate Schedule.

Billing Demand

The distribution demand shall be the highest 15-minute kilowatt demand in the current month or preceding eleven (11) months.

Minimum Bill

The Minimum Bill for monthly service under this Rate Schedule will be the Customer Charge plus the Public Utilities State Tax Surcharge and Billing Demand. Properties unoccupied for periods of time will not be excluded unless service is disconnected.

Primary Voltage Service

When service is delivered at 2,400 volts or higher and the Customer owns, installs, and maintains all facilities beyond the Delivery Point, a discount of five percent (5%)of monthly charges will be apply.

Public Utilities Tax Surcharge

In addition to charges by BPW, the surcharge for Public Utilities Tax under Title 30, Part IV, Chapter 55, Section 5502 of the Delaware State Code, if applicable, will apply to service rendered.

General Terms

Service supplied under this Rate Schedule is subject to the Electric Rules and Regulations of Lewes BPW. The Electric Rules and Regulations and this Rate Schedule are subject to change by the Board of BPW.

Effective with bills rendered on and after April 1, 2004.

Amended: May 18, 2006, Board Meeting, increase in rate .000178 to include State Mandated Green Energy, effective with bills rendered for June 2006 billing.

Amended: October 19, 2006, Board Meeting, increase in rates, along with a summer and winter rate, effective with bills rendered on and after February 1, 2007.

Amended: February 22, 2017, Board Meeting Rate study recommendation revenue neutral rate change effective with bills rendered on and after April 1, 2017

Amended: April 6, 2022, Special Board meeting rate study recommendation effective with May 2022, May 2023, May 2024, May 2025, and May 2026 bills.

Outdoor Lighting Service

This Rate Schedule is available for unmetered dusk to dawn outdoor lighting from lighting facilities provided by Lewes BPW. The Customer's property must be near existing overhead secondary circuits. New service will not be available under this Rate Schedule. If the Customer wishes to continue outdoor lighting, lighting provided by Lewes BPW will need to be replaced by Customer-owned lighting served through the Customer's metered electric service.

Lewes BPW provides one lighting fixture for each service mounted on an existing Lewes BPW wooden pole with a bracket attachment. The lighting unit is connected to an existing overhead secondary circuit. Outdoor Lighting Service includes provision of the fixture, bulb, and refractor globe, and nightly operation controlled by an automatic photocell switch.

Monthly bills for service under this Rate Schedule will be based on the following provisions.

Monthly Charges

Light Wattage	Type	Approximate Lumens	Approximate Monthly kWh	Charge per Month
175	Mercury Vapor	8,600	70	$ 8.00
70	High Pressure Sodium	5,800	36	$ 8.00
150	High Pressure Sodium	16,000	69	$ 8.00

Amended 3/27/07 Regular Board Meeting with Resolution 07-003

Replacement of Lights

Existing lighting may continue to be used temporarily. Arrangements will be made with each Customer for Outdoor Lighting Service to be discontinued and Lewes BPW to remove its Outdoor Lighting facilities, subject to accessibility of any equipment located on the Customer's property. The Customer may not mount any replacement or new lighting on Lewes BPW poles.

Payment Terms

Payments will be due within fifteen (15) days of the bill date. Non-receipt of a monthly bill will not be accepted as justification for nonpayment. Service is subject to disconnection for bills not paid in full by the due date.

General Terms

Service supplied under this Rate Schedule is subject to the Electric Rules and Regulations of Lewes BPW. The Electric Rules and Regulations and this Rate Schedule are subject to change by the Board of BPW.

Effective Date: August 19,2004

Small Power Production and Cogeneration Service

This Rate Schedule is available to Customers of Lewes BPW for purchases of electricity by BPW from a Qualifying Facility, as defined by the Federal Energy Regulatory Commission under authority of the Public Utilities Regulatory Policies Act of 1978. Payments to Customers for power are based on avoided power costs of Lewes BPW which are subject to change periodically.

Purchases from Customers under this Rate Schedule will be based on the following terms.

a. Delivery Voltage

The same as if the Qualifying Facility were purchasing similar quantities of electricity at the same Delivery Point, considering the load and operating conditions of the facility.

b. Electric Service Provided to Customer

The Customer will be billed monthly under the applicable Rate Schedule.

c. Metering and Transaction Options

Service may be billed under any of the following alternatives with appropriate metering and other facilities:

Option A: "Gross Transfers" Transaction

Under this option, two meters with detent to prevent reverse registration, will be installed. One meter will measure the Customer's total power requirements and the other meter will record total energy generation. Total power requirements will be billed under the Rate Schedule applicable in the absence of the Customer's generation and total energy supplied by the Customer's generator will be purchased by Lewes BPW under this schedule.

Option B: "Net Transfers" Transaction

Under this option, the generation will be used to supply the Customer's load, with any excess sold to Lewes BPW. The Customer will purchase any requirements more than generation output. Two meters with detent to prevent reverse registration will be installed. One will meter net electrical flow from Lewes BPW to the Customer, and the other will meter net electrical flow from the Customer to Lewes BPW. The net flow from Lewes BPW will be billed at Lewes BPW's standard rates, plus a surcharge for any underutilized facilities used principally for standby. Only the net flow to Lewes BPW will be purchased under this schedule.

Option C: "No Sale" Transaction

Under this option, the generation will be used to supply all or a portion of the Customer's load, with any additional requirements purchased from Lewes BPW. One meter will be installed with detent to prevent reverse registration, with the type of meter installed determined by the applicable Rate Schedule. The meter will measure the net electrical flow to the Customer, without offset for any period(s) when the Customer's generation exceeds electric requirements. Billing will be at Lewes BPW's standard rates, plus a surcharge for any underutilized facilities used principally for standby.

d. Metering

Lewes BPW shall install, own, and maintain all metering equipment needed to measure the energy delivered to Lewes BPW.

The Customer shall reimburse Lewes BPW at the rate of thirty dollars ($30.00)/hour for time required for meter reading and billing of energy sold to Lewes BPW; provided, however that there will be no charge if meter reading and settlement is made no more often than once every three months.

e. Other Costs Incurred by BPW

It is the intent of BPW that other BPW Customers will not subsidize small power producers and co-generators. Therefore, all costs incurred by BPW which are attributable to service to the Qualifying Facilities are to be paid by the Customer. Such costs shall include, but not limited to, costs incurred by BPW for:

1. Facilities, as Lewes BPW deems appropriate, including engineering evaluation, design, materials, installation, transportation, and overhead, to
    (a) interconnect BPW's distribution system with the generating facilities,
    (b) provide for the safe operation of the facilities and the safety of personnel,
    (c) prevent interference with service supplied to other Lewes BPW Customers,
    (d) protect against damage to Lewes BPW distribution system or property of others,
    (e) meter energy and any firm capacity purchased by Lewes BPW, and
    (f) comply with any regulatory or other governmental requirement regarding the Qualifying Facilities;

2. Metering and billing of energy purchased by Lewes BPW.

3. Regular inspection and maintenance of Lewes BPW facilities installed to accommodate the Customer's generation; and

4. Insurance may be needed in the judgment of Lewes BPW to maintain coverage or supplement general liability and property loss protection when such insurance or any additional premiums are attributable by Lewes BPW to the Customer's service.

Payment Terms

Payment due to the Customer shall be applied to outstanding bills with the balance paid to the Customer promptly. Payments due to Lewes BPW are due in accordance with provisions of the Electric Rules and Regulations, BPW Policy, and Delaware State Code.

Rules and Regulations

All services under this schedule shall be subject to the Electric Rules and Regulations of Lewes BPW. The Electric Rules and Regulations and this Rate Schedule may be modified by the Board of BPW.

Failure of the co-generator or small power producer to comply with any of the requirements set forth in the Electric Rules and Regulations shall result in disconnection from BPW's system. In the event of disconnection for other than nonpayment, BPW will be under no obligation to make subsequent purchases from the Qualifying Facility.

Effective with bills rendered on and after September 1, 2004.

Appendix

General Application for Electric Service

- **Exhibit A**
- **Exhibit B- Lessee**

Application for Temporary Service

Municipality Generator

Interconnection Application

High Voltage Coverup

Exhibit A to General Application for Electric Service

Applicant:_____Date: _____

Service Address: _____

Subdivision (if applicable):_____Lot: _____

Owners Name (if not same as applicant): _____

Billing Address: _____

Telephone Number(s): _____

Electrician or Builder Contact:_____Delaware License: _____

Telephone Number(s): _____

Fax Number:_____Building Permit Number: _____

Type of Request:

___ New Service ___ Temporary Service ___ Service Relocation
___ Upgrade/Changes ___ Reintroduction ___ Other_____

Type of Service:

Residential:
___ Single Dwelling House ___ Duplex ___ Apartment
___ Town House ___ Other

Nonresidential:
___ Retail/Commercial ___ Office ___ Restaurant
___ Institution ___ Industry ___ Warehouse
___ Other _____

Service Characteristics:

_____ Overhead _____Underground
_____ Single Phase _____Three Phase
Amps: _____ Voltage: _____ Wire: _____

Note: Not all voltages are available in all areas.

Effective Date: August 19,2004

Construction Status:

Date Service Requested: _____
Current Progress: _____

Load Requirements:

Single Residence:

Heat Pump:_____tons	Central Air:_____tons	Resistance Heat:_____kW

All Other Service:

Heating:_____kW	Cooling:_____kW	Lighting:_____kW
Largest Motor:_____kW	Total Load:_____kW	

Note: Attach a copy of wiring plans and specifications for motors and other loads.

The information furnished above is correct to the best of my knowledge. I understand any changes in the information or variance from actual service requirements may increase the time needed by Lewes BPW to evaluate this request and provide service. I also may incur additional charges for engineering and construction from Lewes BPW because of such changes.

I also understand facilities may not be connected to Lewes BPW system until approval to do so is received in writing from Lewes BPW.

_____
Applicant

Exhibit B to General Application for Electric Service – Lessee

☐ **Residential** ☐ **Commercial**

Applicant:_____ Date: _____

D.O.B:_____ Social Security #:_____**

Driver's License #: _____
(If mailing send a photocopy of license)

Service Address: _____

Property Owners Name: _____

Billing Address (if different than service address): _____

Telephone Number(s): primary: _____

secondary: _____

Place of employment and phone number: _____

Email Address: _____

The information furnished above is correct to the best of my knowledge. I understand that failure to pay my bill when it is due will result in disconnection. I agree that prior to my vacating the property, I must contact Lewes BPW to set up a Final Reading and provide a forwarding address. By signing this Application, I understand that failure to bring my account to a zero balance will result being reported to the Credit Bureau and will appear on my Credit Report.

_____

Applicant Signature

if social security number is not provided a security deposit will be required

Effective Date: August 19,2004

Application for Temporary Service

(302) 645-6228 phone
(302) 645-6358 fax

(This Application should be completed and returned to the Board of Public Works, 107 Franklin Avenue, Lewes, Delaware. The Applicant's wiring, interconnected equipment, and appliances must be inspected and approved by an electrical inspection company acceptable to the Board of Public Works and comply fully with the Electric Rules and Regulations of the Board of Public Works prior to connection of electric service.)

The undersigned (hereafter called the "Applicant") hereby makes application for temporary electric service from the Board of Public Works at the following location (address and Tax Map number):

_____

Service Address & Tax Map:_____

Customer Name: _____ Telephone(s): _____

Address for Monthly Billing: _____

Electrician Contact: _____ Property Owner: _____

Condition: **PLEASE CALL 302-645-6228 FOR ALL INSPECTIONS / INSTALLATIONS**

1. The Applicant shall be bound by such Electric Rules and Regulations as may from time to time be modified by the Board of Public Works.

2. Payment for service hereunder shall be made at the rates and upon the terms and conditions set forth in the Board of Public Works Commercial (Small General) Service Rate Schedule 2, except that the Applicant shall pay, in addition to the charges under the rate schedule, the total cost of connecting and disconnecting service less the value of materials returned to stock.

   Type of Service Requested: ___ Single Phase ___ Three Phase

   Installation Charge Payable in Advance: $ _____
   Note: The Installation Charge is subject to adjustment for unusual or unexpected costs.

Single phase service with existing transformer and one wire span	$ 150
Single phase service with existing transformer and two wire spans	$ 350
Single phase service with new transformer and one wire span	$ 600
Single phase service with new transformer and two wire spans	$ 800
Three-phase service with existing transformer	$ 1,500
Three-phase service with new transformer	$ 1,750

3. When temporary service is for construction purposes and permanent service will be required for the facility under construction, it is expressly understood that temporary service shall not be connected to or used through the new wiring of the building until the regular wiring inspection of the same has been made and a cut-in inspection card is received by the Board of Public Works from an inspection service acceptable to the Board of Public Works (see Paragraph 2.3).

   (a) If this provision is violated, temporary service shall be discontinued without notice.

   (b) The undersigned Applicant hereby releases and agrees to save harmless the Board of Public Works from all liability for damage to any person or property that may result from any such violation.

4. All temporary service poles must be inspected as provided above before the service connection will be made.

5. Temporary Service will terminate one year from the date below. If further service is required, a new application must be signed.

Date: _____ _____
Signature of Applicant

_____
Applicant (Typed or Printed)

_____
Address

_____

Date: _____ _____
Signature of Owner (to receive bill)

_____
Owner (Typed or Printed)

_____
Address

_____

Application for Temporary Service
Sheet 2 of 2

PLEASE CALL RHETT PASSWATERS AT 302-462-0258 BEFORE YOU BEGIN ANY JOB ON A TEMPORARY OR PERMANENT SERVICE. RULES AND REGULATIONS WILL BE DISCUSSED.

Effective Date: August 19,2004

Municipality Generator Interconnection Application

Single Meter Application – Part I

☐ New Application ☐ Revised Application

A single customer interconnecting to a single meter at a single premise makes a new / revised application this date, to the Municipality of _Lewes, to install and operate a generating facility interconnected with the Municipal's electric utility system. Beginning April 1, 2023, an application fee of $200 is due at the time of the application to the Lewes Board of Public Works.

Section 1. Ownership Type:

☐ Customer Owned and Operated ☐ Customer Leased and Operated ☐ Third Party Owned and Operated

As an electric service customer of the Municipality of Lewes**,** I certify, as the interconnection applicant and by signature on this application that the contract arrangement between the generator owner and the generator vendor is for the sale of or lease of generator equipment only. I further certify under penalty of generator disconnect that the contract arrangement between the generator owner and generator vendor does not constitute a Power Purchase Agreement ("PPA") or otherwise involve the direct sale or invoice by the vendor to the customer for electricity generated in kilowatt-hours **Applicant must attach a fully executed contract between the vendor and the applicant. At no time shall the applicant change the contract to a purchase power agreement (PPA) with the vendor or a third party. The Municipal Electric Utility has the right to promulgate rules and regulations and while we make best efforts to support our customers desire for net-metering the Municipal Electric Utility retains the right to decline third party power suppliers within the Municipal Electric Utility service territories.**

Section 2. Applicant Information: ☐ New Construction ☐ Existing Construction

Name: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Facility Location (if different from above): _____

Telephone (Daytime): Area Code ____Number _____ (Evening) Area Code ____ Number _____

Facility Age: _____ Power Account No.:_____

Section 3. Generator Technical Information

Customer Type: ☐ Residential ☐ Non-Residential ☐ Farm

The purpose of interconnection is to Net Energy Meter ("NEM") ☐ Yes ☐ No

If No, the generator will not be NEM eligible and will be subject to additional tariff requirements. NEM Applicants Only:

Is Generator under: 25 kW for Residential, 500 kW for Non-Residential, 100 KW for Farm ☐ **Yes** ☐ **No**

Is Generator on a farm and applicant requests a waiver of the 100 kW limit? ☐ **Yes** ☐ **No**

Type NEM Qualifying Energy Source: ☐ Solar ☐ Wind ☐ Hydro ☐ Electric Car #_____
☐ Fuel Cell ☐ Anaerobic digestion of organic material

Generator Equipment and Operation Details (If multiple different products are used, please detail each)

Generator Manufacturer:	
Generator Model Name:	
Generator Model Number:	
Generator Output (kW):	
Inverter Manufacturer:	
Inverter Model Name:	
Inverter Model Number:	
Inverter Power Rating (AC Watts):	
Number of Inverters:	
Inverter Efficiency %:	
Intended Inverter Location:	
System Rated Output (Generator Output x Inverter Efficiency)	
Customer Consumption (2 year average) from Appendix A	
Generator Annual Production (kWh)	

If Generator is Photovoltaic include as well:

Module Power Rating (DC @ STC): Should match Generator Output (kW)	
Number of Modules:	
Total Solar Output kW (Modules x Power Rating DC @ STC):	
Array Orientation (degrees): **Note the size of each array that has different degrees.**	
Array Tilt (degrees): **Note the size of each array that has different degrees.**	

Solar Shading Analysis Required (Solar Pathfinder or equivalent accepted): Solar Shading analysis should include readings at all four (4) points of each continuous array and one in the center. Shading analysis will be used by the utility in consideration of NEM benefits.

Any approved interconnections already in service at this location: Yes ☐ No ☐

If yes please detail the previously approved interconnection date, system size(kW), and annual output (kwhs) and detail in the Generator Equipment of Operation section below what the system details will be after the intended modification:

Will a generator disconnect device, accessible to the Municipal Utility, be installed? Yes ☐ No ☐

If the Generator Owner elects not to install a manual disconnect device accessible to the Municipal Utility, the Generator Owner assumes all risks and consequences when a service meter must be "pulled" to disconnect the generator thereby also interrupting all utility electric service to the Customer site.

SOLAR PRODUCTION METER SHOULD BE ACCESSIBLE TO LEWES BPW

Section 4. Generator/Equipment Certification

Generating systems that use inverter technology must be compliant with IEEE *929* and *Underwriters Lab. UL 1741*. Generating systems must be compliant with the Municipality's Power Delivery's Technical Considerations Covering Parallel Operations of Customer Owned Generation. **By signing below, the Applicant certifies that the installed generating equipment meets the appropriate preceding requirements and can supply documentation that confirms compliance. The applicant also agrees that if any details about the generator system as detailed in Section 3 change, it is the applicant's sole responsibility to notify the Municipal Utility of those changes by submitting a revised Interconnection Application prior to commencing or completing construction / retrofit. The applicant agrees to wait to receive approval from the Municipal Utility of any revised Interconnection Application before proceeding with construction. Failure to notify the Municipal Utility in advance of system changes prior to submitting the Final As-Built Details could cause approval delays or denial of interconnection if the revised system is not compliant with NEM and/or Municipal Utility requirements.**

Section 5. Net Energy Metering

Net Energy Metering is a service to customers which allows customers to generate electricity for their own needs (from an eligible on-site generating facility) and to deliver excess electric into the municipal electric system and then allows the customer to take electric from the municipal electric system when the customer cannot produce the electric required to sustain their own needs. The customer sited generating system shall be designed to produce no more than 110% of the initial design load. The initial design load shall be the calculated average of the two previous twelve-month periods of actual electric usage at the time of installation of electric generating equipment. For new building construction, the initial design load will equate to the electric consumption of units of similar size and characteristics at the time of installation of energy generating equipment as determined appropriate by the Municipal Electric Utility.

Section 6. Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Part I Interconnection Application is true and correct.

Signed (Applicant):_____ Date: _____
Print name: _____

Call your municipal electric service to find out who should receive this Part I Interconnection Application. Make sure to include all application sections (1 – 8) and Appendix A with new / revised submissions.

Section 7. Preliminary Generator/Equipment Installment Approval / Rejection

The Municipal Utility: ☐ Approves ☐ Does NOT Approve

Part I Interconnection Application for a (system type) _____ generator as detailed in this application and located at (installation address) _____.

Signed (Municipal Utility): _____ Date: _____

Print Name and Title: _____

Reason of Not Approving: _____

_____

_____

Section 8. Internal Notifications

A copy of the approved Application Part 1 must be sent to the Municipal Building Department. **YES** ☐

A copy of the approved Application Part I must be sent to the Delaware Municipal Electric Corporation ("DEMEC"). **YES** ☐

A $200 application fee has been received. **YES** ☐

DEMEC
P.O. Box 310
Smyrna, DE 19977

Appendix A
Customer Consumption and Generator Production

Item 1: **Customer Consumption. Customer is to provide for existing construction 2 previous 12-month period(s) of actual electrical usage at the time of installation of energy generating equipment. For new construction provide estimated electrical consumption for units of similar size and characteristics at the time of installation of the energy generation equipment.**

Month/Year	Year 1 Consumption	Year 2 Consumption
Annual Average		
2 Year Average		

The municipal utility will verify the above consumption numbers. If the customer provided consumption numbers differ from the utility the applicant may need to provide copies of actual electric bills at the request of the utility to support the information provided in Item 1.

Item 2: Generator Production. Customer is required to provide estimated annual production totals for the proposed generator and a calculation method in sufficient detail so the utility can recreate the estimated annual production totals. Calculation totals and method to be attached to Appendix A.

Item 3: **(check one)**

☐ I certify that I am applying for net energy metering privileges and that Section 3 system is designed to produce no more than 110% of my facility's expected electric consumption, calculated on the average of the 2 previous 12-month period(s) of actual electrical usage at the time of installation of energy generating equipment.

☐ **I certify that I am applying for net metering benefits as a new building construction, that the system is being designed for electrical consumption as estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of the energy generation equipment.**

I hereby certify that, to the best of my knowledge, all the information provided in Appendix A is true and correct.

Signed (Applicant): _____ Date: _____

Print Name: _____

Effective Date: August 19,2004

Municipality Generator Interconnection Application -Short Form

Part II - Final As-Built Details

A single customer interconnecting to a single meter at a single premise provides Final As-Built Details this date _____to the Municipality of _____, to install and operate a generating facility interconnected with the Municipal's utility system.

Section 9. Installation Details

Generating System was installed by: ☐ Owner ☐ State Licensed Electrician

Installing Electrician: _____ Firm: _____License No.: _____

Mailing Address: _____
City: _____ State: _____ _ Zip Code: _____

Telephone: Area Code: _____ Number: _____

Installation Completion Date: _____ Interconnection Date: _____
(System connected but shall not be active/live.
System not approved by Utility at this point.)

Supply certification that the generating system has been installed and inspected in compliance with the local Building/Electrical code of the municipality of _____.

Signed (Inspector): _____ Date: _____

(In lieu of signature of Inspector, a copy of the final inspection certificate may be attached)

Generator Technical Information

The applicant certifies that the system described below is the Final As-Built Design and **does match any revised application submitted by the applicant and approved by the municipality prior to the interconnection date.**

Generator Equipment and Operation Details (If multiple different products are used, please detail)

Generator Manufacturer:	
Generator Model Name:	
Generator Model Number:	
Generator Output (kW):	
Inverter Manufacturer:	
Inverter Model Name:	
Inverter Model Number:	
Inverter Power Rating (AC Watts):	

Number of Inverters:	
Inverter Efficiency %:	
Intended Inverter Location:	
System Rated Output (Generator Output x Inverter Efficiency)	
If Generator is Photovoltaic include as well:	
Module Power Rating (DC @ STC): Should match Generator Output (kW)	
Number of Modules:	
Total Solar Output kW (Modules x Power Rating DC @ STC):	
Array Orientation (degrees): Note size of each array with different degrees.	
Array Tilt (degrees): Note size of each array with different degrees.	

Required: Completed Generator Installation Pictures Attached: Must show whole generator, inverters, electric permits

Section 10. Applicant Certifications

I hereby certify that, to the best of my knowledge, all the information provided in the Final As-Built Details is true and correct. I agree to install a Warning Label provided by the Municipality on or near my service meter location. I also agree to submit a new or revised Interconnection Application and comply with all governing permitting requirements before adding to in any way or subtract from in any way the current approved electric generating system; including but not limited to expanding, replacing, or removing all or a portion of the current system, adding a new generator type, and/or replacing in anyway the generator system inverter. I further agree to notify the utility in writing through official certified mail at least 30 days before I sell or transfer ownership of the system to another owner to allow the municipal electric utility to update records and determine if the new owner agrees to the generation and interconnection responsibilities associated with the transfer of ownership. A new property owner, of property that up until the time of sale had an approved Interconnection Agreement in place for net-metering, has 30 days to submit a new Interconnection Agreement for net-metering in his/her name. If the new owner fails to submit an Interconnection Agreement within 30 days of property transfer, certain net-metering transfer rights may be discontinued.

Failure for non-compliance to these certifications will be considered a violation of the net-metering agreement and may result in the disconnection of the electric generator at the discretion of the municipal electric utility. The sale or transfer of the electric generator shall not compromise the law.

I further certify and understand that municipal utility review and approval of this application does not constitute an endorsement of actual equipment performance, nor does it endorse its benefits or economics.

Signature of Applicant: _____Date: _____

Print Name: _____

Call your municipal electric service to find out who should receive this Part II Interconnection Application. Make sure to include all application sections (9 – 12) with final submissions.

Section 11. Final Approval or Non-Approval for Interconnection and System Operation

The Municipal Utility: ☐ Approves ☐ Does NOT Approve

The interconnection of a _____ generator as detailed in the Final As-Built Details and located at (installation address) _____ .

The Municipal Utility has verified the applicant's average electric consumption in Appendix A. ☐ Yes ☐ No

The Municipal Utility has verified at the time of installation that the installed electric generator is designed to produce no more than 110% of the applicant's/customer's average annual electric consumption as calculated in Appendix A. Yes ☐ No ☐

Signed (Municipal Utility): _____ Date: _____

Print Name & Title: _____

Reason of Not Approving: _____

_____

_____

Approval to connect to the municipal system indicates only that the minimum requirements for a safe proper interconnection have been satisfied. Such approval does not imply that the Generator Owner's facility meets all federal, state and local standards or regulations.

Section 12. Municipal Internal Notifications

Send Applicant Warning Label for installing on/ near service meter: ☐ YES

Notify Billing Dept. of Interconnected Generation: ☐ YES

Notify District Engineering of Interconnected Generation: ☐ YES

Notify System Protection of Interconnected Generation: ☐ YES

Notify Municipal Building Department: ☐ YES

Is solar Production Meter Installed Outside and Accessible? ☐ YES

A copy of the approved Part II Final As-Built Details must be sent to the Delaware Municipal Electric Corporation ("DEMEC"). ☐ YES

DEMEC
P.O. Box 310
Smyrna, DE 19977

HIGH VOLTAGE COVER-UP REQUEST

NAME OF PERSON REQUESTING_____

LOCATION OF WORK_____

PERSON RESPONSIBLE FOR WORK_____

ADDRESS_____

PHONE #_____

TYPE OF WORK_____

EQUIPMENT TO BE USED (i.e. crane, lifting device, ladders) _____

DATE AND TIME WORK IS TO START_____

INFORMATION TAKEN BY_____

DATE_____ TIME_____PHONE#_____

FIELD FOLLOW UP SECTION

DATE AND TIME CUSTOMER WAS CALLED_____

IS SITE VISITATION REQUIRED_____

DATE AND TIME OF SITE VISIT_____

ON SITE PERSON RESPONSIBLE FOR WORK_____

AGREED UPON RESOLUTION FOR COVER-UP_____

START DATE_____

FINISH DATE_____

LEWES BPW REPRESENTATIVE_____ DATE: _____

CUSTOMER REPRESENTATIVE_____DATE_____