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Resolution No. 25-009

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BOARD OF
PUBLIC WORKS OF THE CITY OF LEWES AMENDING ITS
COMPILATION OF POLICIES REGARDING DISCONNECTION OF
ELECTRIC SERVICE**

WHEREAS, Section 4.1, *among other provisions*, of the Charter for the Board of Public Works of the City of Lewes (the "Lewes BPW"), being Chapter 10, Volume 77, Laws of Delaware, as amended (the "Lewes BPW Charter"), grants the Lewes BPW authority, responsibility, supervision, and control over current or future utility systems established within the Lewes BPW Service Area;

WHEREAS, the Board of Directors of the Lewes BPW (the "Board") adopted a Compilation of Policies on June 29, 2022 concerning various aspects of Lewes BPW authority, responsibility, supervision, and control over its utility systems, including electric, water, sewer, and stormwater rates, pension plans, financial services, impact fees, and other rules and regulations;

WHEREAS, the Delaware General Assembly adopted, and the Governor signed, an Act requiring, effective August 20, 2025, certain local municipal electric providers to adopt regulations enforcing newly adopted standards concerning electric service disconnection;

WHEREAS, the Lewes BPW is one such local municipal electric provider obligated to adopt regulations consistent with this recently adopted law;

WHEREAS, consistent with the Delaware General Assembly's direction, the Board deems it in the best interest of the ratepayers to update its Compilation of Policies concerning disconnection of electric service; and

WHEREAS, consistent with the Lewes BPW Procedure for Adopting Policies, Section 7.4 of the Compilation of Policies, the Board finds that good cause exists to bypass the public comment period because these proposed revisions are necessary to comply with recently adopted State law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LEWES BOARD OF PUBLIC WORKS, IN SESSION MET THIS 23RD DAY OF JUNE, 2025, THAT:

Section 1. The Lewes BPW Electric Tariff, incorporated into *The Board of Public Works of the City of Lewes: Policies* by reference therein in Section 4.1.1, Tariff, is hereby amended by revising Section 5.6 of said Electric Tariff, Disconnection for Failure to Pay, with additions shown by bold/underline and deletions shown by bold/strikethrough as follows:

5.6 Disconnection for Failure to Pay

47
48 **(a)** If payment is not received by Lewes BPW prior to the next billing date, Lewes BPW will
49 send a Disconnection Notice with the next regular bill, notifying the customer of impending
50 termination of Electric Service. This notice shall include any applicable late charge and
51 notice of service disconnection if payment is not received within fourteen (14) calendar
52 days from the date of this notice. The bill and notice shall be sent to the customer by their
53 preferred billing method appearing on the records of Lewes BPW.
54

55 **(b)** In addition, the Lewes BPW will provide at least 72 hours' notice to the occupants of the
56 subject dwelling unit of its intention to terminate Electric Service, except as otherwise
57 provided herein.
58

59 (i) The Lewes BPW will not terminate service to a dwelling unit during the periods of
60 June 1 through September 30 (the "Cooling Season") and November 1 to March 31
61 (the "Heating Season") for nonpayment of a past due bill unless at least 14 calendar
62 days prior to such termination, written notice is given to the account holder. Where
63 the billing address is different than the location of the dwelling unit, written notice
64 will be sent to the billing address and to the address of the dwelling unit. During
65 the Heating Season, the Lewes BPW will make at least 2 documented attempts on
66 separate days to contact the account holder by telephone, text message, or email
67 prior to actual termination of service. One attempt will be after 5:00 p.m. During
68 the Cooling Season, the Lewes BPW will make at least 1 documented attempt to
69 contact the account holder by telephone, text message, or email prior to actual
70 termination of service.
71

72 (ii) For purposes of Section 5.6(b)(i), written notice will include the following
73 information:
74

75 (1) The date on or after which termination of services will occur unless some
76 satisfactory arrangement is made for the payment of the undisputed delinquent
77 bills, which date may be no less than 14 calendar days from the mailing of
78 written notice.
79

80 (2) That if there is a good faith dispute concerning the unpaid bills, termination of
81 service will not take place pending determination of the dispute under Section
82 5.6(e).
83

84 (3) That if the occupant or other payor is unable to pay the full amount of the
85 undisputed bill, termination of service may be avoided by entering into an initial
86 payment installment agreement with the Lewes BPW under Section 5.7.
87

88 (4) A referral to charitable or governmental assistance programs, including the
89 Low-Income Home Energy Assistance Program.
90

91 (5) That if any occupant is ill and the termination of services would adversely affect
92 the occupant's health or recovery, the occupant or other payor may defer
93 termination of services under Section 5.6(d) herein.
94

95 (c) The Lewes BPW will maintain a voluntary third-party notification program where a
96 Customer may designate, in writing, a third party to also receive the notice of termination
97 of service required by Section 5.6(b) herein. The designated third party must indicate, in
98 writing, willingness to receive such notice on behalf of the Customer and will not be held
99 liable to the Lewes BPW by reason of acceptance of third-party status.
100

101 (d) The Lewes BPW will not terminate Electric Service if an occupant of a dwelling unit is so
102 ill that such termination of service will adversely affect the occupant's health or recovery,
103 which has been certified by a signed statement from a duly licensed physician, physician
104 assistant, or advanced nurse practitioner, of Delaware or of a state with similar
105 accreditation and received by any employee or officer of the Lewes BPW. Signed
106 statements from a licensed physician, physician assistant, or advanced nurse practitioner,
107 obtained pursuant to this section are effective for 120 days. Signed statements may be
108 renewed by means of a new signed statement to prevent termination only if a Customer
109 makes a good faith effort to make payments towards the Lewes BPW. Disputes under this
110 Section 5.6(d) will be reviewed and resolved as provided in Section 5.6(e) herein. While
111 such dispute is pending, the Lewes BPW will continue to provide Electric Service to the
112 Customer until the dispute is resolved. When possible, no termination under this section
113 will occur without advance notice to any known case manager or coordinator of an
114 occupant in an affected dwelling unit.
115

116 (e) The Lewes BPW will provide written notice to a Customer where a signed statement
117 provided under Section 5.6(d) is rejected. A Customer may appeal this determination, or
118 otherwise present a dispute under Section 5.6(b)(i) or 5.6(d), to the Lewes BPW Board of
119 Directors by submitting a letter to the Lewes BPW General Manager explaining the
120 Customer's basis for reconsideration within ten (10) calendar days of the date of said notice
121 or other determination being disputed. The Lewes BPW Board of Directors will consider
122 said appeal during its next regularly scheduled meeting, during which meeting said
123 Customer will have an opportunity to address the Board. The Lewes BPW Board of
124 Directors' decision will be final.
125

126 (f) Limitations on Disconnection
127

128 (i) Unless there is a safety-related emergency, the Lewes BPW will not suspend or
129 turn off utility services to a dwelling unit outside the hours of 8:00 a.m. and 4:00
130 p.m., Monday through Thursday, unless the Lewes BPW provides for payment and
131 restoration of services at all times during such period. Should Thursday or Friday
132 be a legal, state or national holiday, Wednesday will be substituted for Thursday.
133 Should Monday be a state or national, legal holiday, the next succeeding business
134 day will be substituted for Monday.
135

- (ii) Unless there is a safety-related emergency, the Lewes BPW will not suspend or turn off utility services to a dwelling unit from December 21 of each year to January 1 of the following year.
- (iii) The Lewes BPW will not terminate service to a dwelling unit for nonpayment of past charges on a day when the National Weather Service reports that the 8:00 a.m. temperature measured at an airport in the same county as the subject dwelling unit is 35 degrees Fahrenheit or below on the morning of the date when the service is scheduled for termination. Notice of deferral will be given to the account holder on the date on which termination was to be effected, notifying the occupant that unless proper payment arrangements are made, service will be terminated on a day where this Section 5.6(e)(iii) does not apply. If termination of service involves an apartment complex, trailer park, or other grouping of individual residential dwellings units to which service is provided directly or indirectly through a master meter without individual meters, the notice will be given to all occupants of each dwelling unit in the building complex in which service is proposed to be terminated.
- (iv) The Lewes BPW will not terminate service to a dwelling unit for nonpayment of past charges on a day when the 8:00 a.m. National Weather Service forecast contains a special weather statement or other information predicting that the heat index measured at an airport in the same county as the subject dwelling unit may equal or exceed 95 degrees Fahrenheit on the date when service is scheduled for termination. Notice of deferral will be given to the account holder on the date on which termination was to be effected, notifying the occupant that unless proper payment arrangements are made, service will be terminated on a day where this Section 5.6(e)(iv) does not apply. If termination of service involves an apartment complex, trailer park, or other grouping of individual residential dwellings units to which service is provided directly or indirectly through a master meter without individual meters, the notice will be given to all occupants of each dwelling unit in the building complex in which service is proposed to be terminated.

(g) Notwithstanding anything within this Section 5.6 to the contrary, the Lewes BPW may discontinue Electric Service to a dwelling unit if the utility account holder requests that Electric Service be discontinued and the request is voluntary.

Section 2. The Lewes BPW Electric Tariff, incorporated into *The Board of Public Works of the City of Lewes: Policies* by reference therein in Section 4.1.1, Tariff, is hereby further amended by revising Section 5.7 of said Electric Tariff, Payment Agreement, with additions shown by bold/underline and deletions shown by bold/strikethrough as follows:

5.7 Payment Agreement

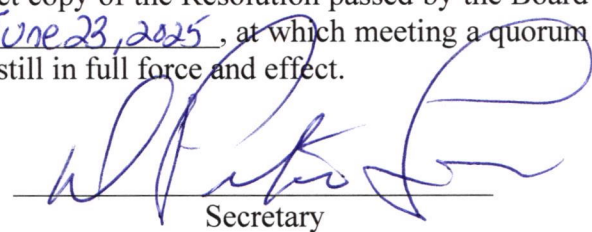
Lewes BPW may decide for a modified payment schedule with a customer who is unable to pay their electric bill to Lewes BPW due to unusual or severe circumstances. There will be a delinquent payment penalty levied against all payment agreements of one and one-half percent (1.5%) per

181 month on the unpaid balance. Any party to a payment agreement who fails to meet the obligations
182 of the agreement made with the Board is subject to disconnection under Section 5.6.
183

184 **Section 2.** This Resolution will take effect immediately upon its adoption by the Board
185 of Directors of the Lewes Board of Public Works.
186

187 Adopted by the Board of Directors
188 Of the Lewes Board of Public Works
189

190 _____
191
192 I, D. Preston Lee, P.E., Secretary of the Board of Public Works of the City of Lewes, do
193 hereby certify that the foregoing is a true and correct copy of the Resolution passed by the Board
194 of Directors of the Lewes BPW at its meeting on June 23, 2025, at which meeting a quorum
195 was present and voting throughout and the same is still in full force and effect.
196

197 
198 _____
199 Secretary