Municipal Services Commission of the City of New Castle

Electric and Water Tariff

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DEFINITION OF TERMS

The words listed below shall have the following meanings when used in this tariff:

Account: An account is one metered or unmetered rate or service classification which normally has one electric and/or water delivery point of service. Each account shall have only one electric/water supplier providing full electric/water supply requirements for that account. A premises may have more than one account.

Applicant: Any person, corporation or other entity that: (i) desires to receive from the MSC electric and/or water, (ii) complies completely with all Company requirements for obtaining electric and/or water service, (iii) has filed and is awaiting Company approval of its application for service, or (iv) is not yet actually receiving from the Company electric and/or water service. An Applicant shall become a Customer for purposes of this Tariff only after the Applicant actually starts receiving the applicable service(s) from the Company under this Tariff.

Company: Municipal Services Commission of the City of New Castle Delaware (MSC).

Cross-Connection Control: The institution of a program to protect the public potable water supply served by the MSC from the possibility of contamination or pollution by isolating within the customers internal distribution system contaminants or pollutants which could backflow or back-siphon into the potable water system. An approved backflow prevention device consistent with the degree of hazard shall be installed at the service connections.

Customer: Any adult person, partnership, association, corporation, or other entity: (i) in whose name a service account is listed, (ii) who occupies or is the ratepayer for a premises, building, structure, etc., and (iii) who is primarily responsible for payment of bills. A Customer includes anyone taking Water or Electric Service from the company under one service classification for one account, premises or site. Multiple premises or sites under the same name are considered multiple Customers.

Customer Charge: A charge designed to recover the costs the MSC incurs in providing such services as metering, reading the meter(s), providing dedicated delivery service and billing the Customer's account.

Demand: The rate of energy or water used during a specified time interval, expressed in kilowatts or gallons.

Distribution Line Extensions: The design, installation, and attachment of a new electric service to an existing MSC electric service for purpose of providing electric service to a newly developed property or an existing customer requiring an increased capacity which exceeds the capabilities of their existing service.

Distribution Main Extensions: The design, installation, and attachment of a new water main to an existing MSC water main for the purpose of providing water service to a newly developed property or an existing customer requiring an increased capacity which exceeds the capabilities of their existing service.

kW, kilowatt: 1,000 watts.

kWh, kilowatt-hour: 1,000 watts for one (1) hour, or 1,000 watt-hours.

Premises: A premises is one contiguous property or site which normally has one delivery point of service and one or more metered or unmetered rate or service classes, each of which is an account, that when totaled equal the entire electricity used at that one premises or site. A premises may have more than one account with each account having one electric supplier providing full electric supply requirements. Multiple premises or sites under the same name are considered multiple Customers.

Private Fire Hydrants: Hydrants owned by commercial properties. Charged are levied on the first three hydrants regardless of number exceeding that total.

Private Fire Protection: This charge is levied against properties that have a fire control and suppression system that is connected to the MSC water distribution system.

Public Fire Protection: Hydrants owned and maintained by the MSC. This fixed charge is levied against all residential and commercial accounts.

Point of Delivery: The point where water or electric service leaves the MSC owned portion of the service and becomes the customer's responsibility.

RULES AND REGULATIONS

SECTION I- GENERAL INFORMATION

A. Organization of the MSC

The Municipal Services Commission (formerly the Board of Water and Light Commissioners) of the City of New Castle is an agency of the Mayor and Council of New Castle, Delaware, a municipal corporation of the State of Delaware. The Commission was established by an act of the General Assembly, approved by the Governor, March 7, 1921, Volume 32, Laws of Delaware, Chapter 121, to furnish water and electric service to the residents of New Castle. The General Assembly also enacted by Volume 48, Laws of Delaware, Chapter 96, Section 1, approved by the Governor on May 11, 1951, that the Municipal Services Commission, in addition to the power and authority which it then had to distribute water within the corporate limits of New Castle, may in its discretion, supply and distribute water to Customers living within three miles of the corporate limits of the City of New Castle. Section 2 of that act provided that the Municipal Services Commission shall determine the firm or firms, corporation or corporations, to which it may supply and distribute water throughout said territory included within three miles of the boundaries of the corporate limits. In 1999, Volume 72, Laws of Delaware, Chapter 116, "An Act to Amend Chapter 121, Volume 32, Laws of Delaware, as Amended, Entitled, "An Act to Establish a Board of Water and Light Commissioners for the City of New Castle" Relating to the Designation of the Board of Water and Light Commissioners as the Municipal Services Commission, and the Authority of the Municipal Service Commission", and in addition the Commission was granted authority to manage and operate systems for the furnishing of steam, manufactured gas, natural gas, heat, power, heating oil, and wired and wireless telecommunications or other communication services within the City of New Castle's corporate limits. The Commission consists of three Commissioners, one appointed by the City Council, one appointed by the Mayor and one appointed by the Trustees of New Castle Common. Terms are for three years and Commissioners serve until reappointed or replaced. One Commissioner serves as President as elected annually by the Commission.

B. Address of the MSC

THE MUNICIPAL SERVICES COMMISSION
OF THE
CITY OF NEW CASTLE, DELAWARE
P.O. BOX 208
216 Chestnut Street
NEW CASTLE, DELAWARE 19720-0208

C. Filing and Posting of Tariff

The Tariff sets forth the conditions under which electricity and water shall be supplied to the electric and water Customers of the Municipal Services Commission. A copy of this Tariff, which include the Fees, Rates, and Riders is on file in the MSC Office and open to inspection upon request or is posted on the MSC website. Any issues not covered in this Tariff or requiring further interpretation shall be determined by the Commission or its authorized designee.

RULES AND REGULATIONS

SECTION I- GENERAL INFORMATION (continued)

D. Electric and Water Technical Specifications

The Electric and Water Technical Specifications are a part of every contract for service and govern all classes of service. The Technical Specifications may be revised, amended, supplemented, or otherwise changed from time to time to meet new or unforeseen conditions. The Electric and Water Technical Specifications are on file with the MSC and a copy may be secured upon request.

E. Statement by Agents

No representative of the MSC has authority to modify any specification or provision of this Tariff or to bind the MSC to any promise or statement contrary to this Tariff, unless the same shall be incorporated in a contract and signed by an authorized representative of the MSC.

F. MSC Business Hours

MSC business hours are from 7:30 AM to 4:00 PM, Monday through Friday except holidays.

G. No Prejudice of Rights

The failure of the MSC to enforce any provisions of this Tariff or Electric and Water Technical Specifications shall not be deemed a waiver of its right to do so.

H. Gratuities

MSC employees are strictly forbidden to demand or accept any personal compensation or gifts for services performed while working for the MSC.

I. Complaints/Disputes

In the event of a dispute between the MSC's Electric or Water Department and a Customer or Applicant, either party may submit the particulars of the complaint to the authorized representative as deemed appropriate for review and further action if necessary.

RULES AND REGULATIONS

SECTION I- GENERAL INFORMATION (Continued)

J. Code and Standardization Requirements

Existing and proposed installations regarding the electric system must conform to the National Electric Code and the National Electric Safety Code. Installations must also meet the requirements of the MSC, the City of New Castle, and any other local public authorities in force at any time (see Title 24, Chapter 14 of the Delaware Code).

Existing and proposed installations regarding the water system must conform to the American Water Works Association (AWWA) and the Great Lakes- Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers Ten State Standards. Installations must also meet the requirements of the Delaware Office of Drinking Water and the MSC.

K. Address Notification

For notification purposes, the Customer will keep the MSC apprised of any changes of address in writing.

RULES AND REGULATIONS

SECTION II- APPLICATION FOR SERVICE

A. Application for Service

An application for the supply of electricity and/or water shall be required from each Customer. An application for water must be made by the owner of the property. All water correspondence and water bills shall be directed toward the property owner and a copy to the tenant upon the owner's or tenant's written request. Applications for service must be approved by the MSC before service is provided.

For residential service, an application, identification and a copy of the rental agreement shall be required. Only approved Applicants shall be allowed to make decisions about service.

This application when executed by the MSC shall constitute a binding contract between the MSC and the Customer, subject to the terms of the Tariff and the Electric and Water Technical Specifications. Receipt of electric and water service makes the Applicant a Customer of the MSC. Please refer to Appendix E for Applications for Service.

B. Financial Responsibility for Electric Service

The person(s) who has signed the application or in the absence of the applicant anyone holding over who receives service shall be financially responsible.

C. Authority over Service

Only the person(s) that has signed the application has authority over service.

D. Identification of Applicant and Residency

All Applicants shall provide proof of identity in a form reasonably satisfactory to the MSC. MSC reserves the right to make reasonable investigation of such Applicant prior to rendering service. In addition, the MSC may require a proof of ownership or lease on the property. Applicants must be 18 years of age or older.

E. Non-transferability

The electric contract and water contract for service is not transferable by the Customer. When the application is made jointly by co-signers, upon the death of either such Customer, the existing application shall be held solely by the survivor(s).

RULES AND REGULATIONS

SECTION III-RIGHT OF REJECTION

A. Right of Rejection

The MSC reserves the right, in its sole discretion, to reject any application for service if the Applicant does not meet all the requirements of the Technical Specifications of this Tariff. Upon request, the Applicant shall be provided with a written statement giving the reason or reasons for rejection of the application for service in writing. Reasons for rejection could include, but are not limited to:

a) When requested service may affect the supply of service to other Customers.
b) When service requested is not available under the standard Tariff.
c) When delivery at a location involves excessive supply cost.
d) When fraudulent means are used, such as an application made using a fictitious name or the name of another family member in order to avoid payment of an outstanding balance owed on a previous account.
e) Failure to establish acceptable payment terms.
f) Failure to pay deposit if required.
g) Violation of the Good Standing Policy

B. Good Standing Policy.

No approval for water or electric service (including extension of services through installation of water and electric lines or approval of plans for the extension of services for water or electric) shall be granted by the MSC if the applicant for service, property owner, equitable owner of the property, developer of the property, or any entities affiliated with the foregoing (collectively the "Applicant") shall not be in good standing with the MSC. For these purposes, an Applicant shall not be in good standing with the MSC if at the time of the request for services, the Applicant is either 1) delinquent in the payment of monies owed to the MSC with respect to this application or any other application for services for the subject property or any other property within the service territory of the Municipal Services Commission; or 2) is in violation of the MSC Tariff or MSC Water System Technical Specifications. For this purpose an entity shall be deemed to be affiliated if the Applicant, Property Owner, Equitable Owner, Developer or their immediate family own or control or manage such affiliated entity.

RULES AND REGULATIONS

SECTION IV- CUSTOMER'S DEPOSIT

A. Guarantee of Payment

For all residential customers, the MSC shall require a security deposit in cash from an Applicant or an existing Customer for each account.

For all business customers, the MSC shall require security deposit in the form of a CD, cash, letter of credit or security bond from an Applicant or an existing Customer for each account

B. Deposit Requirements

Credit scoring will determine the residential customer's deposit. See Appendix D. Where more than one person is the Applicant for service to a premise the deposit will be based on the credit score of the Applicant with the lowest credit score number. If one of the applicants has "Insufficient Credit" the deposit will be based at the maximum amount charged.

Business customers will be required to pay a deposit up to three month's estimated usage.

C. Deposit Refund

For residential customers, deposits and accrued interest shall be refunded after twenty-four months if satisfactory credit has been established. Satisfactory credit is defined as timely and complete payment of the last twenty-four consecutive monthly bills and no detrimental credit information recorded against the Customer. Detrimental credit information is defined as adverse credit reports from recognized credit reporting services available to the general business community or from accounting records of the MSC.

For business customers, the MSC shall maintain a security deposit and accrued interest until such account is closed and all outstanding obligations are paid.

When the MSC holds more than one deposit for separate accounts for the same Customer, the MSC shall administer each deposit individually. Service may be denied or terminated for failure to pay a deposit or increased deposit, when requested. Deposits shall not be applied against outstanding balances. Deposits shall not be applied against the amount due on a regular bill except in cases of bankruptcy. Deposits can be applied against a final bill.

D. Interest

Simple interest will accrue on deposits at an annual rate equal to the rate earned by the money market account the deposits are held. Interest will begin to accrue when the deposit has been paid in full; however, no interest will accrue unless the deposit is held longer than ninety (90) days.

E. Legal Fees

In the event that the MSC is required to undertake any efforts of collection or enforcement of its rights under this tariff or any invoice, including but not limited to filing suit or filing a claim or seeking adequate assurance of future performance in a bankruptcy proceeding, or seeking to collect upon a judgment, the MSC shall be entitled to all of its reasonable legal fees and expenses. The MSC's right to payment on account of its legal fees or expenses shall be deemed to be due at the time that the MSC incurred such legal fees and/or expenses.

RULES AND REGULATIONS

SECTION V- BILLS AND PAYMENTS

A. Billing Periods

Meter readings are scheduled at approximate monthly intervals of 27 to 33 days. The MSC reserves the right to vary the interval(s) at such time or times as it deems appropriate. When the monthly billing period is greater than 33 days, MSC has the option to compute the bill by prorating for 30 days of consumption on the basis of the average daily use for the actual period covered by the meter readings. Under abnormal conditions where the meters cannot be read at all, bills will be estimated. Bills are rendered monthly.

B. When Bills are Payable

All bills are due and payable upon presentation.

C. Place of Payment

Bills may be paid by mail or in person at the MSC's office. A locked deposit box, located at the MSC office, is available after normal business hours, on weekends, and on holidays. Cash, money order, check, automatic withdrawal and pay-by-phone are accepted forms of payment for those customers that have established credit.

D. Estimated Bills

When the MSC's meter reader is unable at any regular reading date or regular reading time to read the Customer's meter, the MSC may render an estimated bill. Reasons for estimating the bill could include denied access to the meter, discovery of inoperable or defective meters, extreme adverse weather conditions, or when the reading taken by the meter reader varies significantly from the past electric and water consumption.

E. Returned Checks

Checks given in payment for any bills or charges rendered which are returned to the MSC unpaid by the Customer's bank, shall result in an additional charge as listed in the Fee Schedule, see Appendix C. This return check charge shall be levied against the Customer's account. Proper notice of the returned check and the charge shall be mailed to the Customer by First Class mail. When the returned check is for combined electric and water service, this charge shall be assessed against water. The Customer must make payment in cash, money order or certified check for any returned check. After two (2) such occurrences within a twelve (12) month period the customer will be required to make all further payments in cash, money order or certified check.

F. Outstanding Balances

Bills remaining unpaid from the previous billing period shall be classified as outstanding. Should service be discontinued, it will not be restored until unpaid bills, deposits and charges, including the shut-off and turn-on charges are paid or satisfactory arrangements are made with the MSC. Accounts with outstanding balances are subject to a 1.5% late fee per month.

RULES AND REGULATIONS

SECTION V- BILLS AND PAYMENTS (continued)

G. Installment Agreements

Any Customer who is experiencing unusual or severe circumstances may request an installment payment as an optional means for payment of charges and avoid service termination resulting from non-payment. An installment payment agreement constitutes a contract between the Customer and the MSC which guarantees payment by the Customer for the amount of the agreement over the specified term. All requests for installment payment agreements are subject to MSC approval and must be signed by the Customer and by a MSC-authorized employee. Failure of the Customer to meet the conditions of this installment payment agreement, including prompt payment of the current bill, shall constitute a breach of the installment agreement and entitle the MSC to pursue termination procedures in accordance with the rules set forth in this Tariff.

H. Final Bill

The final bill for service shall be based on an actual meter reading and is due and payable upon presentation.

I. Budget Billing

This space is left blank for future use.

J. Post-dated Checks

Post-dated checks will not be accepted under any circumstances.

K. Electric Purchased Power Adjustment (PPA)

The purchased power adjustment is an amount per KWH to be added to the Customer's billing each month to offset the cost of purchase power fluctuations. The PPA is applicable to all service classifications of this Tariff.

L. Public Utility Tax

The State of Delaware levies a Public Utility Tax on commercial and industrial accounts. This tax is applied on the total amount of the electric bill including the PPA amount. The current Public Utility Tax can be found in the Fee Schedule, see Appendix C.

M. State Environmental Fund Charge

Beginning July 1, 2006 customers will incur a state mandated Environmental Fund Charge of $0.000178 for each kwh of energy they use for the promotion of energy efficiency technologies, renewable energy technologies, or demand side management programs as passed by the General Assembly in Senate Bill #74.

RULES AND REGULATIONS

SECTION V- BILLS AND PAYMENTS (continued)

N. Voluntary Green Energy Purchase Program

In order to promote Green Energy, customers may apply for the purchase of blocks of green energy for a one year term. The blocks will be offered in 100 kwh increments and may be applied for annually. Blocks are available on first come first serve basis. A charge of $0.21 per block will be added to the customer's bill per month for one year. The $0.21 is in addition to the MSC's base charge for energy.

O. Completion of Contract Term

If for any reason--whether through act, neglect, or default by a Customer or his agent service is suspended or the MSC is prevented from supplying service in accordance with the terms of any contract it may have entered into, the minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated revenue from the contract.

P. Office and Handling Charges

When the MSC provides services and/or equipment an administrative charge is placed on top of all costs.

RULES AND REGULATIONS

SECTION VI- PAYMENT CHARGES

A. Customer Charge

A charge designed to recover the costs the MSC incurs in providing such services as metering, reading the meter(s), providing dedicated delivery service and billing the Customer's account.

B. Electric Charge

On existing installations, the demand (KW), consumption (KWH), Purchased Power Adjustment (PPA) and applicable Commercial Utility Tax will be calculated on each bill.

C. Totalizing Electrical Charges

On existing installations, or with the permission of the MSC, where more than one meter is installed for a single class of service the demand (KW), consumption (KWH), customer charge and minimum charge shall be totalized jointly in calculating the amount of the bill.

D. Water Charges

a) Residential Water Charges: this is applicable to meters one inch and smaller.

These charges consist of gallons registered, a customer charge a public fire protection charge and a private fire protection charge where applicable.

b) Commercial Water Charges: this is applicable to meters 1 ½" and larger.

These charges consist of gallons registered a customer charge, a public fire protection charge, and a private fire protection charge and private hydrant charge where applicable.

c) Agricultural Water Charges: this is applicable to meters of any size

These charges consist of gallons registered and a customer charge based on the size of the meter

RULES AND REGULATIONS

SECTION VII-SERVICE CLASSIFICATIONS

A. Type of Service

When two or more service classifications are found to be appropriate, the Customer shall select the service classification to be applied to their service. The MSC, upon request, shall assist the Customer in the selection of the most advantageous service classification. The duty and responsibility of making the initial selection shall remain the Customer's choice as long as the Customer remains eligible for the service classification.

B. Changing Service Classifications

When a Customer has selected their service classification, it shall remain in effect for a minimum of 12 months. If a Customer's consumption characteristics change so that they fall within the parameters of a different service classification the MSC may change the Customer’s service classification. The MSC reserves the right to change the Customer's service classification at any time. When the Applicant requests a change in class of service, the Applicant shall pay for the necessary equipment, labor, and all other costs incurred by the change in service. The MSC reserves the right, in its sole discretion, to change the service classification of a Customer if the load characteristics of the Customer make them no longer eligible for the current service classification.

C. Service Contracts

Contracts for terms other than specified in the Service Classification or with special guarantees of revenue or both may be required in the following instances.

a) Where large or special investment is necessary for the supply of service.

b) Where service is used for temporary, seasonal, or unusual purposes.

c) The MSC does not guarantee service to Customers with nonstandard characteristics.

RULES AND REGULATIONS

SECTION VIII- ELECTRIC SERVICE CLASSIFICATIONS

A. Customer Classes

a) Residential
b) Small-General Service- Commercial Non-Demand
c) Medium General Service- Commercial Demand Primary & Secondary
d) Large General Service- Primary Demand
e) Large General Service- Secondary Service
f) Residential Space Heat (not available to new Customers)
g) Commercial Space Heat (not available to new Customers)
See Appendix A.
h) Net Energy Metering See Appendix H

B. Load Inspections

When the supply of service is under a service classification which bases the billing demand or minimum charge upon the Customer's connected load, the MSC's representative shall have access to the premises at reasonable times to inspect and count the connected load.

C. Characteristics of Service

The service specified and furnished by the MSC to the Customer's service location consists of sixty (60) hertz, single phase or three phase alternating current at one standard primary or secondary voltage. The type of service (number of phases and voltages) available varies with location and load and will be determined by the MSC.

D. Voltage Availability

The following voltages are supplied by the MSC. However, every voltage listed below is not available at all locations on the MSC's system.

a) 120/240 volts (single phase)
b) 120/208 volts (single phase)
c) 277/480 Y volts (3 phase)
d) 120/240 volts (3 phase)
e) 120/208 Y volts (3 phase)
f) 7200 single phase nominal
g) 12470/7200 3 phase nominal

If the Customer requests service which is not considered to be a normal voltage and the MSC elects to provide service at this voltage, then the Customer will pay all costs which are incurred to supply this special voltage.

RULES AND REGULATIONS

SECTION IX- WATER SERVICE CLASSIFICATIONS

A. Customer Classes

1. Residential: this is applicable to meters one inch and smaller.

   a) City
   b) Non-City

2. Commercial: this is applicable to meters 1 ½" and larger.

   a) City
   b) Non-City

3. Agricultural: this is applicable to meters of any size utilized for the purpose of irrigating crops in an area zoned AH-Agricultural Horticultural District within the City of New Castle Code.

   An application must be submitted annually between January 1st and February 28th of each calendar year to confirm the AH-Agricultural Horticultural zoning continues in effect for the MSC's fiscal year beginning April 1st. The agricultural rate will be effective upon approval. Applications can be obtained at the Commission's billing office.

RULES AND REGULATIONS

SECTION X-DISCONTINUATION OF SERVICE

A. Termination by Customer

The Customer must give the MSC at least three (3) days written notice to discontinue service and shall be liable for service taken until the meter has been disconnected or read. Such notice prior to the expiration of a contract term shall not relieve the Customer from any minimum or guaranteed payment under any contract or service classification. Failure to allow the MSC access to premises may result in inability of the MSC to disconnect. When the MSC is unable to disconnect, the Customer continues to be responsible for the energy and/or water used. A disconnection fee shall be charged.

B. Termination by MSC

The MSC shall not be liable for any damage to property or for any inconvenience, loss or casualty suffered by Applicants, Owners of the property or residential property due to discontinuance of service. Service may be discontinued for any of the reasons cited below and not restored until the cause of discontinuance has been fully corrected to the satisfaction of the MSC. A premise where service has been disconnected and no longer receives a statement with billable charges for 60 days or more will be removed from the MSC's billing system and any deposits will be applied to outstanding balances or refunds will be sent to the Applicants last known address. To re-establish service please refer to Section II- Application for Service.

1. Without Prior Notice

The MSC reserves the right to terminate the service of a Customer, irrespective of any claims against the MSC, due to one or more of the following:

a) Unavoidable shortage or interruptions in the MSC's source of supply or other cases of emergency. This includes emergency repairs or alterations or Acts of God.
b) Whenever a hazardous electrical and/or water related condition is found to exist on the Customer's premises.
c) Interferences or tampering with meters or the MSC's equipment or diversion of service.
d) The Customer's use of equipment is determined by the MSC to adversely affect the MSC's equipment or the MSC service to other Customers.
e) Unauthorized use of service or resale of water or electricity.
f) Willful waste of water through improper or imperfect pipes, fixtures, or other causes.
g) When property has been vacated without prior notice to the MSC.

RULES AND REGULATIONS

SECTION X-DISCONTINUATION OF SERVICE (continued)

2. With Prior Notice

Termination notices will be delivered to the Customer named at the address in which the account is held and/or to the occupant at the service location. The notice will indicate the reason for termination, instructions on how to avoid termination and a period of time after which termination will occur. Reasons for termination may include but are not limited to:

a) Failure to remedy conditions having detrimental effects on the service of others.
b) Non-payment of any bill. Notice will be sent to all past due accounts to inform the Customer that service will be terminated.
c) Violation of or non-compliance with these Technical Specifications, other Agreements with the MSC or violation of a government regulation governing water or electric service. The MSC may refuse to restore service until the Customer has corrected the conditions constituting such violation or non-compliance.
d) Failure to pay a deposit.
e) Falsification, misrepresentation, or failure to disclose a material fact in an Application for Service.
f) Refusal of the Customer to allow installation of meter and/or a remote meter-reading device on the building exterior or at any location that is both convenient and accessible to the MSC.

C. Medical Emergencies

Service will not be discontinued when any occupant of any dwelling unit shall be so ill that the termination of such sale or service shall adversely affect their health or recovery, which has been so certified by a statement from any duly licensed physician or any accredited Christian Science practitioner and received by the office of the MSC. Reference Delaware Code §117 (d), Title 26 and its amendments.

D. Military Personnel

Activated Reserve and National Guard personnel may apply for protection from disconnection under Delaware Code, Title 26, Chapter 1 Public Service Commission, section 118 Continuation of service for activated Reserve and National Guard military personnel. See Appendix G.

E. Due to Emergency

In the event of a breakdown, emergency or other unavoidable cause, the MSC shall have the right, in its sole discretion, to temporarily discontinue electric and/or water service in order to make necessary repairs, connections, and the like. The MSC shall not be liable for any loss, cost, damage or expense to any person occasioned by any change or interruption in the MSC's electric and/or water service, or phase reversal of the MSC's electric service due to any cause beyond the reasonable control of the MSC. When possible, adequate notice will be given of interruptions of service. During occasions of electrical and/or water outages, the MSC cannot guarantee the amount of time such outages will last.

F. Requested Disconnection of Service

The MSC requires 48 hours notice to perform a requested disconnect of service. Request of this service during non-business hours or not scheduled in advance will result in charges. See Fee Schedule, Appendix C.

RULES AND REGULATIONS

SECTION XI-RECONNECTION OF SERVICE

A. Reconnection

Service will be restored when the conditions for which service was discontinued have been corrected to the satisfaction of the MSC and upon payment of all proper charges or amounts provided in the MSC's Fee Schedule, see Appendix C.

Any Customer whose service has been disconnected may be required to post an additional deposit in order to have service restored.

B. Collection of Payment at the Premises

The Customer may avoid service termination or limitation for non-payment of bills by making payment of the previous balance due to a MSC representative plus a restoration fee. The restoration fee will be charged whether service is cut or not. See Fee Schedule, Appendix C.

C. Nonpayment Disconnect Notices

If a non-payment disconnect notice is issued to the Customer, then the Customer is required to pay all ongoing bills in full within ten (10) days subject to the following:

a) If the Customer is unable to pay the full amount of the bill, termination of service may be avoided by contacting the MSC by the date noted in the nonpayment disconnect notice and entering into a payment agreement if the customer is deemed eligible for a payment plan by the MSC. This agreement will state that the Customer will pay ongoing bills as they are rendered and the Customer will eliminate the current amount due on the delinquent bill by making one total payment or installment payments within a period of time agreed upon by the Customer and the MSC. Failure to abide by payment agreements is a cause for service to be discontinued.
b) If service is disconnected, it will be restored only on payment, in advance, of all amounts due plus the restoration fees which are listed in the Schedule of Fees in the Appendix.

D. Requested Re-connection of Service

The MSC requires 48 hours notice to perform a requested re-connection of service. Request of this service during non-business hours or not scheduled in advance will result in charges. See Fee Schedule, Appendix C.

If the Customer requests service to be restored after MSC operating hours Monday through Friday an additional charge will be assessed. Holidays and weekends are at the discretion of the MSC. However, except in an emergency, such after-hour restorations will not be performed between the hours of midnight and 7 a.m.

RULES AND REGULATONS

SECTION XII –METER SERVICES

A. Meter Testing

Meters that are in service shall be randomly tested according to a plan formulated by the MSC.

B. Removing Meters

The MSC, upon 48 hours notice, will remove and reinstall the meter to accommodate service modification at no charge to the Customer. In the event a meter is removed or meter seals broken by others than the MSC, the MSC will reseal the meter during normal business hours at a charge to the Customer (see Fee Schedule, Appendix C). The MSC reserves the right to waive the charges in the event of a bona fide emergency.

C. Remote Reading Devices

The MSC, at its discretion, or upon request from a Customer, may install remote reading devices, subject to available technology. The location of the remote reading device shall be subject to MSC approval.

D. Automatic Reading Device

The MSC reserves the right, as technology develops, to utilize automatic meter reading devices.

E. Meter Malfunction and Damage

The Customer shall notify the MSC of damage to or malfunction of the meter(s) as soon as it becomes apparent, regardless of ownership.

F. Registration

The consumption recorded by the meter shall be conclusive for both the Customer and the MSC except when the meter has been found to be registering inaccurately or has ceased to register.

RULES AND REGULATIONS

SECTION XIII- ELECTRIC METERS

A. Ownership of Meters

The MSC shall install, own and maintain all electric meters.

B. Responsibility for Damage

Normal maintenance and repair of electric meters shall be the responsibility of the MSC. Damage resulting from external causes due to Customer negligence or tampering shall be the responsibility of the Customer.

C. Capacity of Meters

The meters, instrument transformers, service connections, and equipment supplied by the MSC for each Customer shall have a definite load capacity and no additions to the equipment or connected load will be allowed except by prior written notification and consent by the MSC.

Single family dwellings must have a minimum of 150 amp three (3) wire service. Minimum amps for all other buildings fall under the NEC code.

D. Measured Demand

a) Medium General Meter: the measured demand shall be the greater of the maximum demand established by the customer during any fifteen (15) minute period of the month.

b) Large General Meter: The measured demand shall be the greater of the maximum demand established by the Customer during any sixty (60) minute period of the month during on-peak hours measured by demand meter, taken to the nearest whole kilowatt or one-third (1/3) of the maximum demand established during any sixty (60) minute period of the month during the off-peak hours, taken to the nearest whole kilowatt.

E. Removing and Relocating Meters

The MSC shall install, own, and maintain all metering equipment and instruments necessary to deliver kilowatt-hours of electricity to the Customer. The Customer will bear all costs for their metering over and above the standard metering installation as determined by the MSC according to the terms of any contract.

Relocation of the electric meter at the MSC's request will be done at no cost to the Customer. The Customer will be notified so that arrangements can be made to curtail the electric service for reinstallation.

All costs for moving or relocating of the electric meter at the request of the Customer will be borne by the Customer.

F. Reverse Registration

The MSC may, by ratchet or other device, control its meters to prevent reverse registration.

RULES AND REGULATIONS

SECTION XIII- ELECTRIC METERS (continued)

G. Metering and Connection Pedestals

The MSC reserves the right to install metering or connection pedestals at the Customer's property line or in an established MSC right-of-way or easement.

H. Load Limiting Device

At the MSC's option, the MSC may install a load limiting device that restricts the amount of power flow to the Customer.

I. Load Management

Reserved for future use.

RULES AND REGULATIONS

SECTION XIV–WATER METERS

A. Ownership of Meters

The MSC shall install, own and maintain water meters one inch and smaller. The Customer shall install, own and maintain water meters 1 ½" and larger. The MSC shall approve the size of all Customer meters.

B. Location of Water Meters

a) All meters will be installed in accordance with MSC Technical Specifications in a MSC approved location that is at all times accessible for reading and repair. In the event a remote meter-reading device is installed on the building exterior, it shall be 3-5 feet above finished grade and at a location that is both convenient and accessible for reading and repair.
b) In cases where the MSC determines it is not practical to place a meter within a building, the Customer shall install, own and maintain a meter pit on the property in a location to be determined by the MSC. The MSC will attempt, in mutual cooperation with the property owner, to locate the meter to the satisfaction of the property owner.
c) At the Commission's discretion meters 1-1/2" or larger shall be installed with a bypass. After plumbing has been completed and tested, meter bars shall be removed, and water shut off at the curb valve until the meter is installed.

C. Valves Required

The Customer shall furnish and install a MSC approved locking valve on a bypass.

D. Responsibility for Damage

Normal maintenance and repair of water meters owned by the MSC shall be the responsibility of the MSC. Normal maintenance and repair of water meters owned by the Customer shall be the responsibility of the Customer. Any damage caused by freezing or hot water shall be the responsibility of the Customer. Damage resulting from external causes due to Customer negligence or tampering shall be the responsibility of the Customer.

E. Cost of Reinstallation

The charge to the Customer for removal, repair and reinstallation of an MSC-owned water meter damaged because of freezing, hot water, tampering, or Customer negligence shall be based on labor and material costs. Damage sustained to a Customer-owned water meter will be the Customer's responsibility to have a licensed plumber make the necessary repairs. The plumber must contact the MSC before commencing work.

RULES AND REGULATIONS

SECTION XV- ELECTRIC METER TESTING

A. Request for Meter Tests

Upon request by a Customer, the MSC shall test the Customer's meter subject to the meter test fee listed in the Fee Schedule, Appendix C.

No charge shall be made for testing meters which upon test are found to exceed the allowable accuracy limits as defined in this section. The Customer or his representative may be present when the Customer's meter is tested. A written report of the test results shall be supplied to the Customer within ten (10) days after the completion of the test.

B. Fast Watt-Hour Meter

Whenever a watt-hour meter in service is found to have a positive average error, upon test made by the MSC, that is when it over-registers or is fast, in excess of two percent (2%), the MSC shall credit or refund to the Customer an amount equal to the excess paid for the kilowatt-hours incorrectly metered. The refund shall be for the period that the Customer received service through the meter, but for not more than the periods established below.

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

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

C. Slow or Stopped Meter

When a meter is found, upon test made by the MSC, to have a negative average error, that is when it under registers or is slow, in excess of two percent (2%), 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 the MSC, but is due to some unpredictable cause, such as lightning, tampering or unauthorized overload, proper charge for the unregistered service by reference to the Customer's consumption during similar normal periods. Except in cases of tampering, theft, inaccessibility to the meter, or unauthorized overload, such an estimate for a slow or stopped meter shall not cover a period of more than three (3) months.

RULES AND REGULATIONS

SECTION XVI- WATER METER TESTING

A. Request for Meter Tests

1. MSC Owned Water Meters – Meters 1" and smaller

Upon request by a customer, the MSC shall test the accuracy of the meter registration. The customer or a representative may be present when the meter is tested. Upon request of the customer, a written report of the meter test results shall be provided.

If the meter is found to be accurate with in specified American Water Works Association (AWWA) limits, the customer will be billed for the testing in accordance with the meter test fee listed in the Fee Schedule.

If the meter is found to be inaccurate with in specified American Water Works Association (AWWA) Limits, customer billings will be corrected accordingly, commencing from the date the error developed. If that period of time cannot be determined, the error shall be assumed to have existed for 3 years or a period equal to one half the time since the meter last tested accurate, whichever is less.

A billing over charge shall be either refunded or credited to the Customer's account at the Customer's election.

A billing under charge shall be charged to the Customer's Account and will be due according to Section IV-Bills and Payments of this Tariff.

2. Customer Owned Water Meters – Meters larger then 1"

Upon request by the MSC, the customer shall have the accuracy of their meter registration tested by a certified agency approved by the MSC. When scheduling the test, MSC requires 48 hours notice to have a representative present during the test. The testing agency shall provide a written report of the meter accuracy to the MSC with in 10 business days from the completion of the test.

If the MSC requests a customer to have the accuracy of their water meter registration tested during the interim of the Periodic Water Test and the meter is found to be accurate with in American Water Works Association (AWWA) Limits, the MSC will reimburse the Customer for the cost of the test upon presentation of a copy of the Testing Agencies Invoice.

If the meter is found to be inaccurate with in specified American Water Works Association (AWWA) Limits, customer billings will be corrected accordingly, commencing from the date the error developed. If that period of time cannot be determined, the error shall be assumed to have existed for 3 years or a period equal to one half the time since the meter last tested accurate, whichever is less.

A billing over charge shall be either refunded or credited to the Customer's account at the Customer's election.

A billing under charge shall be charged to the Customer's Account and will be due according to Section IV-Bills and Payments of this Tariff.

RULES AND REGULATIONS

SECTION XVI- WATER METER TESTING (continued)

B. Periodic Water Meter Test

In order to assure the accuracy of meters in service, periodic tests shall be made by the MSC for MSC-owned meters or the Customer for Customer-owned meters at the earlier of the yearly intervals or maximum thruput* set forth below:

Meter Size	*Interval Years*	*Displacement*	*Compound*
5/8”x ¾”	15	1.8	--
1”	10	4.4	--
1 ½”	10	9.0	--
2”	3	14.0	28.0
3”	3	26.0	56.0
4”	3	--	88.0
6”	1	--	175.0

*Maximum thruput= one million gallons.

RULES AND REGULATIONS

SECTION XVII- ELECTRIC SERVICE ACTIVATION

A. Electric Service Activation will occur for existing service when the following criteria have been satisfied:

   a) Application for service
   b) Payment of deposits and fees.
   c) If the MSC feels that service is unsafe, service will not be activated, unless service is inspected and approved by the Department of Underwriters or repairs are made and then inspected and approved by the Department of Underwriters.

B. Electric Service Activation will occur for new service when the following criteria have been satisfied:

   a) Service location approval.
   b) Inspection by Department of Underwriters licensed in Delaware.
   c) Certificate issued and received by the MSC from the Department of Underwriters.
   d) Application for service.
   e) Payment of deposits and fees.

RULES AND REGULATIONS

SECTION XVIII- WATER SERVICE ACTIVATION

A. Water Service Activation will occur for existing services when the following criteria have been satisfied:

a) Application for Service has been completed.
b) Payment of deposits and fees has been received.
c) MSC and Customer owned metering devices for both domestic and/or fire services has been installed.
d) If the MSC deems the service is unsafe or does not meet current standards, service will not be activated until it has been inspected and determined to be in compliance.
e) Cross Connection Control devices for both domestic and/or fire services have been installed, tested, and certified by a certified backflow prevention technician.

B. Water Service Activation will occur for new services when the following criteria have been satisfied:

a) Application for Service has been completed.
b) Payment of Deposits and fees has been received.
c) The service has been installed per the approved plans, inspected, and tested to meet current drinking water standards.
d) Project paperwork and As-Built plans have been filed with the MSC and the Delaware Department of Health, Office of Drinking Water when required.
e) The Delaware Department of Health, Office of Drinking Water has issued a “Certificate to Operate” the newly installed water system.
f) MSC and Customer Owned metering devices for both domestic and/or fire services has been installed.
g) Cross Connection Control devices for both domestic and fire services have been installed, tested, and certified by a certified backflow prevention technician.

RULES AND REGULATIONS

SECTION XIX-MSC'S RIGHTS AND RESPONSIBILITIES IN PROVIDING SERVICE

A. Right to Inspect

The MSC may, in its discretion, inspect any installation before or after electricity and/or water is introduced. Failure to inspect or reject shall not render the MSC liable or responsible for any loss or damage resulting from defects in the installation, wiring, and appliances, or violation of the MSC's Technical Specifications or from accidents which may occur upon the premises of the Customer. The MSC reserves the right to reject any wiring or appliances not in accordance with the MSC's Technical Specifications and will not be held liable or responsible for any loss or damages resulting from defects in the installation, appliances, or wiring which may occur on the Customer's premises.

B. Reasons for Termination

The MSC shall have the right to test, alter, or remove all its property from the premises of the Customer at any time after the termination of service, whatever may have been the reason for such termination.

C. Ownership and Right to Test or Remove Equipment

All transformers, meters, and other equipment that are supplied by the MSC shall remain the MSC's property unless otherwise agreed to in writing. The MSC shall have the right to test, repair, and/or replace any of its property on the Customer's premises, including up to or after the point of termination.

D. Discontinued Service

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

E. Right to Determine Suitability of Apparatus or Appliances

The MSC may, in its discretion, determine the suitability of apparatus or appliances to be connected to its lines or to determine whether the operation of such may be detrimental to the general supply of electricity and water to the Applicant.

RULES AND REGULATIONS

SECTION XIX-MSC'S RIGHTS AND RESPONSIBILITIES IN PROVIDING SERVICE

(continued)

F. Prearranged Interruption of Service

Whenever it is necessary to interrupt service for work on lines or equipment, such work shall be done, as much as possible, at a time during the normal working day that is likely to cause the least inconvenience to the Customer. The Customer(s) to be affected by such interruptions shall, if possible, be notified in advance. The MSC cannot guarantee a maximum amount of time for an outage.

G. Rights-of-Ways

MSC representatives and maintenance crews will make a reasonable attempt to safeguard the Customer's property. Except for tree trimming around MSC lines and equipment, the MSC will attempt to have the owner of the property remove any obstruction from the MSC right-of-way. However, in the case of emergencies, MSC personnel may move private property in order to protect lives and safeguard MSC property.

H. Inability to Restore or Maintain Service

The MSC shall not be liable for its inability to restore or maintain service when access is denied.

I. Damage to Property

The MSC shall not be liable for any damage to property or landscaping when the property or landscaping acts as an obstruction to MSC while performing maintenance or repair of MSC equipment.

J. Master-metering or Sub-metering

Refer to Delaware Code, Title 25. See Appendix F.

RULES AND REGULATIONS

SECTION XX- MSC'S RIGHTS AND RESPONSIBILITIES IN PROVIDING ELECTRIC SERVICE

A. Unbalanced Loads

The Customer shall at all times take and use electricity in such manner that the load will be balanced equally between phases. If the unbalancing should exceed ten percent (10%) of the lesser phase, the MSC may, in its discretion, discontinue service until the unbalance is corrected.

B. PCB Testing of Customer Owned Device

Upon request by a Customer, the MSC will test the insulating oil of Customer owned transformers for Polychlorinated Biphenyls (PCB's). The MSC will collect the required samples, analyze them, and submit a report and certification to the Customer. The MSC will charge the Customer the greater of time and materials or a Service Call Fee for this service (see Fee Schedule). If testing discloses PCB amounts which are found in excess of legal maximums, the MSC will refer the Customer to the appropriate service organization for the required corrective action to remove the PCB's.

C. PCB Testing of MSC Owned Device

The MSC will respond to a request by a Customer for PCB testing of the insulating oil in MSC owned transformers or other devices which are used for the direct service of the Customer or are located in close proximity to the Customer's facilities. The MSC will either provide test results of its previous PCB testing or the MSC will test the device for PCB's. If the PCB testing determines that the device contains no PCB's or a safe legal level of PCB's, the MSC will charge the Customer a Service Call Fee (see Fee Schedule, Appendix C). If it is found that the device contains PCB's in excess of the limit allowed by law, the MSC will remove the device from service and replace it with a certifiable PCB free device or will filter the insulating oil of the device until it can be certified PCB free. The Customer will not be charged for the replacement or filtering service.

D. Temporary Electric Service

Temporary service is not recurrent in nature and is required for service to temporary structures or during construction of permanent structures. Temporary service will be provided when and where the MSC determines that such service is feasible. The MSC shall charge the Customer in advance for all costs incurred for installing and removing the temporary service (see Fee Schedule, Appendix C). The MSC shall also charge a deposit to cover energy consumed through the service. There will be a connection charge in addition to any other charges.

A non-refundable fee for the purpose of providing power during construction of a facility will apply (see Fee Schedule, Appendix C). The developer will provide a service head and service entrance cable, meter socket, temporary poles, and all service drop cables. The MSC will provide a temporary transformer and an electric meter.

RULES AND REGULATIONS

SECTION XXI- MSC'S RIGHTS AND RESPONSIBILITIES IN PROVIDING WATER SERVICE

A. Responsibility for Service

It is agreed by the parties receiving public fire service, or any other service, that the MSC does not assume any liability as an insurer of property or persons. While the MSC will make every reasonable effort to maintain service, the MSC does not guarantee any special service, pressure, capacity or facility other than permitted by the ordinary and changing operating conditions of the MSC, as exist from day to day. It is agreed by the parties receiving service that the MSC shall be free and exempt from any and all claims for injury to any persons or damage to any property by reason of fire, water, or failure to supply water pressure or capacity.

B. Temporary Water Service

Where applicable, temporary water service is available for 5/8 x ¾", 1" and 3" services. Refer to the Fee Schedule, Appendix C, for temporary water service charges.

C. Water Supply

The MSC shall have the right to reserve a sufficient supply of water to provide for fire and other emergencies and may restrict or regulate the quantity of water used by the Customer in case of scarcity or the public welfare may so require.

RULES AND REGULATIONS

SECTION XXII- CUSTOMER'S RIGHTS AND RESPONSIBILITIES IN ACCEPTING SERVICE

A. Point of Delivery

The MSC may, in its discretion, deliver service to more than one Point of Delivery where the Customer's service or demand requirements necessitate and will be facilitated by such a delivery. If the Customer desires an additional service which is not necessitated by service or load requirements, the Customer shall pay for the entire cost of the additional facility.

B. Notice of Trouble

The Customer is required to notify the MSC promptly of any defect in service or of any trouble or irregularity to the electric and/or water supply provided by the MSC.

C. Rights-of-Ways, Access to MSC Owned Equipment and Tree Trimming

Rights-of-Ways must be maintained free of major obstructions in order for MSC personnel to have access to MSC distribution lines, distribution mains or other equipment. Fences, garages, sheds, other outbuildings, swimming pools, trellises, trees and other large plantings are prohibited on right-of-way areas. The MSC will have the right to request the Customer to remove any plantings or other obstructions which prevent MSC personnel from accessing any item of MSC equipment. Furthermore, the MSC shall have the uninterrupted right and authority to trim trees, limbs and undergrowth in the right-of-way which, in the discretion of the MSC, may interfere with the operation of MSC equipment.

D. Service Changes

The Customer shall notify and obtain the consent of the MSC for changes in the Customer's service capacity.

RULES AND REGULATONS

SECTION XXIII- CUSTOMER'S RIGHTS AND RESPONSIBIITIES IN ACCEPTING ELECTRIC SERVICE

A. Protective Devices

The Customer shall install, own, and maintain suitable surge protection equipment to protect computers and other sensitive electronic devices. When the Customer has important, sensitive electronic data, the Customer shall be responsible for installing uninterruptible power supply (UPS) equipment to protect the data. The MSC shall not be liable for any damage to the Customer's electronic equipment, computer hardware or software, loss of data or any other consequential damage arising from the provision of services or interruption of services by the MSC.

B. Customer's Responsibility

The electricity furnished under any agreement is supplied by the MSC and purchased by the Customer upon the express condition that, after it passes the point of delivery, it then becomes the property of the Customer to be used only as provided in the Technical Specifications. The MSC shall not, in any event, be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electricity on the Customer's premises or elsewhere. The MSC assumes no responsibility for loss or damages resulting from any defect in the wiring, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the MSC or any accident or injury to persons or property caused by or results from the negligence or wrongful act of the Customer, his agents, or employees, the cost of the necessary repairs or replacement shall be paid by the Customer to the MSC and any liability otherwise resulting shall be assumed by the Customer.

C. Defective Installations

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

D. Sole Source of Power

No other source of electric service shall be introduced or permitted, directly or indirectly, for the Customer's use without written notice to the MSC, submittal of plans to the MSC, and written consent to the MSC. An installation for which permission has been granted must be made so that the supply of current from the Customer's generator or other sources cannot feed into the MSC's system, unless agreed to by contract between the MSC and the Customer.

RULES AND REGULATONS

SECTION XXIII- CUSTOMER'S RIGHTS AND RESPONSIBIITIES IN ACCEPTING

ELECTRIC SERVICE (continued)

E. Metering and Connection Pedestals and Transformer Area

A reasonable work area must be maintained around MSC owned transformers for the purpose of allowing maintenance personnel access to the transformer. This area shall be clear of major obstructions to a nominal distance of six feet from any point of the transformer pad. Plants or other obstructions shall not be positioned in such a way that MSC personnel cannot achieve ready access to all exposed surfaces of the transformer. Reasonable distances for locating plantings within the work area may vary more or less depending on the individual transformer orientation. In no case shall permanent or difficult to move objects be placed within the six foot area. Failure to follow this procedure could result in the MSC unintentionally damaging shrubbery or other obstructions which impairs with the MSC's right to service the MSC's transformer and associated property. The MSC will not be liable for any cost or damage to any plantings or other obstructions within the right-of-way or this six foot distance.

F. Fluctuations

Electric service must not be used by the Customer in such a manner as to cause unusual fluctuation or disturbances in the MSC's supply system. If these fluctuations or disturbances are caused by the Customer, the MSC may discontinue service or require the Customer to modify his installation to correct the problem.

G. Transient Voltages

Customers are cautioned that certain types of data processing equipment are sensitive to transient voltages which typically occur in commercial power systems in routine operation. The MSC shall not be liable for transient voltage related damage or loss.

H. Power Line Carriers

Customers interested in utilizing the MSC electrical system as a power line carrier must ask permission and receive written consent from the MSC.

I. Harmonic Distortion

The MSC is not responsible for harmonic distortions or any adverse effect it may have on our customers.

RULES AND REGULATONS

SECTION XXIII- CUSTOMER'S RIGHTS AND RESPONSIBIITIES IN ACCEPTING

ELECTRIC SERVICE (continued)

J. Cogeneration

A cogeneration facility must apply for and be approved by the MSC in order to operate their generation in parallel with the MSC utility system. The cogenerator or small power producer must meet Federal qualifying standards.

a) Payments to the Customer

Payments for cogeneration will be made in accordance with a cogeneration contract.

b) Parallel Operations of Customer Generation

Prior to the Customer beginning parallel cogeneration operations, a cogeneration contract must be executed between the Cogenerator and the MSC. The MSC will require suitable protective devices and will approve their installation before it will permit parallel operation of Customer owned generation with the MSC's utility system. The Applicant is required to submit detailed plans, equipment lists, and copies of fault current and relay protection calculations to the MSC for review and approval prior to connection to the MSC for parallel operations. The MSC reserves the right, in its sole discretion, to reject any application for parallel operations that the MSC deems inadequate or that does not fall within the MSC's overall electrical system plans. Upon acceptance of a parallel operation, the MSC reserves the right to perform periodic functional tests on the point of connection protective systems. The costs for periodic tests will be borne by the Customer.

c) Cogeneration Metering

The MSC shall install, own, and maintain all metering equipment and instruments necessary to deliver kilowatt-hours of electricity to the MSC. The MSC shall install, own, and maintain all metering equipment and instruments necessary to deliver kilowatt-hours of electricity to the Customer. The Customer will bear all costs for their metering over and above the standard metering installation as determined by the MSC according to the terms of the contract.

d) Capacity Agreements

Capacity agreements may be entered into as part of the special written agreement in a contract between the Customer and the MSC.

RULES AND REGULATIONS

SECTION XXIV- CUSTOMER'S RIGHTS AND RESPONSIBILITIES IN ACCEPTING WATER SERVICE

A. Customer Responsibility

The water furnished under any agreement is supplied by the MSC and purchased by the Customer upon the express condition that, after it passes through the point of delivery, it then becomes the property of the Customer to be used only as provided in the Technical Specifications. The MSC shall not, in any event, be liable for the loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said water on the Customer's premises or elsewhere after it passes the point of delivery. The MSC assumes no responsibility for loss or damages resulting from any defective plumbing, fixtures, or appliances of the Customer. In the event any loss or damage to the property of the MSC or any accident or injury to persons or property caused by or results from the negligence or wrongful act of the Customer, his agents, or employees, the cost of the necessary repairs or replacement shall be paid by the customer to the MSC and any liability otherwise resulting shall be assumed by the Customer.

B. Sole Source of Water Supply

No other source of water service shall be introduced or permitted, directly or indirectly, for the Customer's use with out written notice to the MSC, submittal of plans to the MSC, and written consent from the MSC. An installation for which permission has been granted must be made so that the supply of water from the Customer's source cannot be cross-connected into the MSC's system.

C. Fluctuations in Water Pressure

Water service must not be used by the Customer in such a manner as to cause unusual fluctuations or disturbances in the MSC's supply system. If these fluctuations or disturbances are caused by the Customer, the MSC may discontinue service or require the customer to modify their installation to correct the problem. Currently, the Delaware Department of Health, Office of Drinking Water requires a 25psi minimum residual pressure to be maintained in the MSC's water system.

D. Fire Pump Flow Tests and Detector Check Meter

The MSC requires 48 hours notice from any water Customer prior to a fire pump test being conducted on their premises where water will be flowed from the fire system.

Upon investigation the MSC will bill a customer for estimated usage when registration is indicted on the detector check meter.

For those customers who must perform a fire pump test to meet fire insurance standards, one annual test will be allowed at no charge for water used. All other registration is billable.

If a customer can not identify how registration is occurring on their detector check meter and the MSC is not able to calculate a reasonable estimate of the actual water loss which occurs it will impose a penalty charge of $500 for each month there is registration until the customer rectifies the situation.

During fire flow testing, the MSC may force the termination of the test if at any time in the MSC's opinion the test may cause harm or disruption of service to other Customers or cause the residual pressure in the system to fall below 25psi.

RULES AND REGULATIONS

SECTION XXV- MAINTENANCE BY CUSTOMER OF ELECTRIC SERVICE

A. Point of Delivery

The Customer will own, install, and maintain all facilities on the load side of the Point of Delivery, except for the electric meter. The Customer shall own and be responsible for the meter socket.

The Customer's facilities at the Point of Delivery and the service entrance will be in accordance with the *National Electrical Code* and the MSC's Technical Specifications for such facilities. Refer to electric specifications on file with the MSC.

At each Point of Delivery, the MSC will supply only one type of service classification, unless specifically exempted by the MSC.

RULES AND REGULATIONS

SECTION XXVI- MAINTENANCE BY CUSTOMER OF WATER SERVICE

A. Maintenance by Customer

All connections, service lines and fixtures furnished by the owner or Customer shall be maintained by the owner or Customer in good order and repair. Meters and equipment furnished and owned by the MSC shall be protected from damage by the Customer. Any leak in the service or any other pipe or fixture in or on the Customer's property shall be promptly repaired by the Customer at the Customer's expense.

The MSC shall in no event be responsible for maintaining any portion of the service line owned by the Customer, or for any damage, casualty or loss resulting from or caused by water escaping from lines or fixtures on Customer's property.

RULES AND REGULATIONS

SECTION XXVII- ACCESS TO PREMISES

A. Access to Premises

When a Customer executes an application for service, it is agreed and service is provided upon condition, that the authorized agents or representatives of the MSC, having proper identification, shall have access at all reasonable times to the premises of the Customer. This access will allow for reading MSC meters, connecting and disconnecting service, operating, testing, inspecting, repairing, removing, and replacing any or all of its apparatus used in connection with the supply of electricity and water. The access may also be for the purpose of trimming, cutting, or removing tree branches or other vegetation which, in the MSC's judgment threatens to interfere with the safe and efficient operation of its facilities.

B. Customer's Responsibility to Keep Premises Free of Obstruction

All metering devices for electrical and water services shall be readily accessible by and visible to the Commission's employees for purposes of maintenance, repair, replacement and readings. Following not less than 72 hours notice to the Customer's to permit such access or remove any barrier to such visibility, service may be terminated upon an additional 72 hours notice.

RULES AND REGULATIONS

SECTION XXVIII- TAMPERING AND THEFT OF SERVICE

A. Tampering Expressly Forbidden

No person except a duly authorized representative of the MSC or other person expressly authorized by the MSC shall make any connection or disconnection, either temporary or permanent between the load of the Customer and the service wires of the MSC. No person except a MSC representative may set, change, remove, or interfere with or make any connections to an MSC owned meter or other property or any wiring between the MSC meter and the service wires of the MSC. The customer shall agree to respect the integrity of the meter seal.

No person except a duly authorized representative of the MSC or other person expressly authorized by the MSC shall make any connection or disconnection, either temporary or permanent between the MSC curb valve or service line valve and the MSC's meter setting. No person except a MSC representative or other person expressly authorized may set, change, remove, or interfere with or make any connections to an MSC owned meter or Customer owned water meter. The customer shall agree to respect the integrity of the meter seal.

B. Liability for Tampering

Customers found tampering or interfering with the MSC's meter will pay the amount which the MSC may estimate is due for service used but not registered on the meter. The Customer will also pay for all costs of any repairs, replacements, administrative or accounting procedures, the cost of disconnection and re-connection, plus any other changes in the Customer's installation.

C. Turning On and Off of Services

No unauthorized person shall alter, change, remove or turn on or off electric services without the consent of the MSC.

No plumber, owner or other unauthorized person shall turn the water on or off at any corporation valve or curb valve or disconnect or remove the meter without the consent of the MSC.

D. Theft of Service

Any unauthorized electric and/or water use from the MSC constitutes a Theft of Service which is a specific offense under Delaware statute 11 DEL.C. Section 841 and Section 845. Parties found taking electric and/or water illegally will be prosecuted to the fullest extent permitted by law.

RULES AND REGULATIONS

SECTION XXIX- DISTRIBUTION EXTENSIONS

A. General Policy

It is the intent of the Commission (MSC) to provide electric and/or water service to Customers as reliably and cost effectively as possible. So that existing Customers do not bear the burden of the cost of the installations necessary for new Customers, certain fees and cost assignments have been developed. These charges are covered in the following sections.

B. Extension of Service

All costs associated with extension of service will be borne by the Developer/Builder/Customer.

C. Design and Layout Responsibilities

The Developer/Builder/Customer shall provide to the MSC three complete sets of detailed site plan drawings of the proposed development at least thirty days in advance of a required approval. These drawings will include, but not be limited to, grading, property boundaries, easements, existing utilities, and planned utilities. The Developer/Builder/Customer will pay for the cost of the design, layout, material selection, and inspection of the line extension in the subdivision. If acceptable, the MSC will approve design, layout, material selection and will provide inspections and will charge the Developer for these costs.

D. Rights-of-Way and Easements

Costs associated with obtaining and recording rights-of-way and utility easements will be borne by the Developer/Builder/Customer. The MSC will assist (but not be responsible for) in obtaining easements in areas of public properties or public easements. The Developer/Builder/Customer will be solely responsible to obtain and record all rights-of-way and utility easements on private properties.

E. Payment for Equipment, Installation, Layout, Easements or Right-of-Way

The Developer/Builder/Customer will be responsible to pay for all costs in accordance with the following:

a) In the case of the MSC performing the work, the MSC will require 100% payment of the materials, supplies, equipment, cost of design, installation, the cost for procurement of the distribution supplies and materials (excluding transformers and meters), and cost of rights-of-ways or utility easements before any work commences. Any final "adjustment" payment (either positive or negative) must be made 15 days after connection. The Developer/Builder/Customer will be responsible to pay for the final inspection.

b) When it is deemed to be in the best interest of the MSC, the MSC may elect to develop a special contract modifying the provisions of (a) above.

RULES AND REGULATIONS

SECTION XXX- DISTRIBUTION LINE EXTENSIONS OR ATTACHMENTS FOR ELECTRIC SERVICE

A. Design, Payment, Ownership, and Installation Responsibilities

The Developer/Builder/Customer will submit to the MSC for their approval any proposed attachment to or extension to the MSC's electric distribution system. The submission will be in the form of an electric plan designed and signed by a qualified electrical engineer which complies with Section I, J. Upon review and approval the MSC will stamp and sign three sets of prints which then becomes the approved plan. The approved plan is an agreement between the Developer/Builder/Customer as to what will be built. Any deviation from the approved plan must be in writing and agreed upon by the MSC. Payment for all distribution line extensions or attachments including poles, conductors, connectors, insulators, transformer enclosures, transformer pads, cutouts, fuses, switches, switchgear, miscellaneous supplies, and all installation costs shall be the responsibility of the Developer/Builder/Customer unless agreed to differently in writing. The Developer/Builder/Customer will provide an engineered "As Built" drawing within sixty (60) days of completion of the approved plan showing any deviation from the approved plan. The Developer/Builder/Customer will pay MSC all expenses associated with design, review, to check materials, inspect workmanship and construction, and check final as-built drawings (provided by Developer). Extensions to the MSC's electric distribution system will be inspected upon completion and if accepted by the MSC, the line extension installed by the Developer/Builder/Customer will be deeded to the MSC for a nominal payment of $1.00. The line, once deeded to the MSC, will be owned and maintained by the MSC. The MSC may waive requirements for an engineered plan, or "As Built" plan upon completion, where the extension or attachment will contribute less than 5 KW load to the MSC system.

In approving a plan the MSC will take into consideration the impact any line extensions or attachment has on the MSC's whole system in its ability to maintain reliable, cost effective, low maintenance service to all customers who receive electric service. The MSC may require the Developer/Builder/ Customer to make more than one point of attachment at the Developer/Builder/Customer's expense to assure all of the above.

B. Street Lighting

The Developer/Builder/Customer will provide for and pay for the design, procurement, cost of materials and supplies, and labor associated with the installation of street lighting. If the MSC will maintain the lighting all designs must be approved by the MSC prior to installation. Street lighting which MSC maintains must be deeded to the MSC at no charge.

RULES AND REGULATIONS

SECTION XXXI- DISTRIBUTION MAIN EXTENSIONS FOR WATER SERVICE

A. Design, Payment, Ownership, and Installation Responsibilities

The Developer/Builder/Customer will pay for all costs associated with distribution main extensions for water service. The Developer/Builder/Customer will pay the cost to have a qualified engineer design the extension for submission to the MSC for approval. The approved design is an agreement between the Developer/Builder/Customer and the MSC as to what will be built. Any deviation from the approved plan must be in writing to the MSC and agreed upon by all parties involved.

The Developer/Builder/Customer will pay the cost to install the distribution main including pipes, valves, fittings, fire hydrants, and miscellaneous supplies. The cost for the MSC to design or review the Developer/Builder/Customer's designs, check materials, inspect workmanship and construction, and check final as-built drawings (provided by Developer) will be borne by the Developer/Builder/Customer.

Extensions to the MSC water distribution system will undergo a final inspection and if accepted by the MSC, the distribution main extension installed by the Developer/Builder/Customer will be deeded to the MSC for a nominal payment of $1.00. The main, once deeded to the MSC will be owned and maintained by the MSC.

B. Distribution Main Design

All water distribution main extension design shall be in accordance with the MSC Water Technical Specifications and shall be designed to maintain treated water quality. Distribution Main extensions shall be designed to maximize water turnover through multidirectional flow thus minimizing residence time and improving water quality.

Upon review of the Developer/Builder/Customer's design plans and application for water service, the MSC will take into consideration the impact any distribution main extension and/or service attachment will have on the MSC's existing infrastructure. Designs which affect the MSC's ability to maintain high quality, reliable, cost effective water service to our customers will be rejected. The MSC may require the Developer/Builder/Customer to make more then one point of attachment at the Developer/Builder/Customer's expense to ensure the integrity of the above criteria. The MSC may at its discretion require the distribution main to be extended from property line to property line where it deems it as a benefit to the overall system quality.

RULES AND REGULATIONS

SECTION XXXII- WATER MAIN AND SERVICE CONNECTIONS

A. Authority Having Jurisdiction

The MSC assumes complete authority over the installation and inspection of water mains and water service lines from the water main to the point of metering and/or point of Cross Connection Control for containment. The MSC will coordinate all inspections with the City Building Department Building Official. All installations must meet the current standards set forth in The Water Technical Specifications.

B. MSC Mains and Service Lines

The MSC shall own and maintain all water mains, hydrants, valves, fittings, and hardware used for the distribution of water to our customers. Collectively, these items will be the MSC Water Distribution System.

Service lines shall be owned and maintained by the MSC from the main tap to the curb valve or service main valve. Where a service line crosses under a public roadway or street, the MSC shall own from the main tap to the curb valve or service main valve. If no curb valve or service main valve is located on the opposing side of the public roadway or street, the MSC shall own and maintain the service line from the main tap to the property line or Right-of-Way.

C. Property Owner Service Line

The Property Owner shall be responsible for maintaining in good repair and working order their water service line from the curb valve or service main valve to the structure or building. Any leak in the water service line, other piping, or fixtures in or on the customer's property shall be repaired by the customer at their expense.

D. Undersized Services

The MSC is not responsible for undersized services.

E. Subdivisions

Whenever a property is subdivided, each subdivided property must have its own water service if it is developed.

F. Water Service Line Agreement

Reserved for future use.

RULES AND REGULATIONS

SECTION XXXIII- WATER CONSERVATION REGULATIONS

A. Conservation Regulations

In compliance with the Governor's Task Force, the Water Resources Council, the MSC has adopted conservation rates during the months of June, July and August.

WATER CONSERVATION REGULATIONS

A. General

In response to the drought conditions experienced by the Tri- State area during the years 1995, 1999, 2000, and the Drought of Record during 2002, legislation was passed by the elected Governor appointing a Water Coordinator and Water Supply Coordinating Council to secure new water supplies to meet peak demands during future droughts.

B. Water Conservation Regulations

The MSC has adopted Conservation Rates in accordance with Delaware Law, Title 26, Public Utilities, Chapter 14, Self-Sufficient Water Supply. The MSC Conservation Rate (See Appendix X) is based upon a seasonal rate structure imposing an increased unit price for water supply consumed during the months of July, August, and September.

C. Customer Consumption Restrictions

The MSC reserves the right to restrict Customer activities related to water consumption when deemed necessary to maintain sufficient supply for the overall benefit of public welfare. The MSC shall notify Customers by public radio, newspaper, and/or television of the implementation or removal of water restrictions.

These restrictions include but are not limited to:

1) Irrigating of or irrigation systems for lawns, trees, and shrubs
2) Washing of vehicles, boats, and RVs
3) Washing of paved areas
4) Swimming pool filling and maintenance

D. Water Conservation Plan

The MSC has adopted a Water Conservation Plan in accordance with Delaware Law, Title 26, Public Utilities, Chapter 14, Self-Sufficient Water Supply. A copy of the MSC Water Conservation Plan is available at our Main Office 216 Chestnut Street or on our web site www.ci.new-castle.de.us .

RULES AND REGULATIONS

SECTION XXXIV- HYDRANTS

A. Hydrant Location

The MSC shall install and maintain public fire hydrants in public rights-of-ways, if the size of the existing main and distribution system and available pressure are sufficient to give proper fire service under normal and ordinary conditions, and providing installation costs are not, in the determination of the MSC, prohibitive. After installation, the system must be capable of providing average domestic water service demand and, in addition, supply a flow to the hydrant in excess of 500 gpm at a 25 psi residual pressure for a period of at least two (2) hours. Refer to Technical Specifications for fire hydrant spacing.

B. Allowable Use

No person, except as authorized by the MSC in writing, shall take water from any public or private fire hydrant except for the use of a fire company in case of fire. No public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters or for any other purpose other than fire suppression except with prior approval of the MSC. Unauthorized use will be considered theft of service.

C. Change of Location

Upon request to relocate a public fire hydrant, the MSC will make such relocation at the cost of the party making the request provided an approved new location is found.

D. Private Fire Hydrants

The Customer has the responsibility to install, maintain and own private fire hydrants.

RULES AND REGULATIONS

SECTION XXXV- CROSS CONNECTION CONTROL

A. Introduction

The MSC is responsible for providing safe water to every Customer at the service connection. In the exercise of responsibility, the MSC must take precautionary measures to protect the City's water distribution system from hazards originating on the premises of its Customers which may degrade the community's water.

In order to prevent contamination resulting from backflow, the MSC and the City Building Department share responsibilities for cross connection control. Jurisdictions have traditionally been divided into two functional areas: containment and elimination.

Containment, which is the concern of the MSC, is designed to prevent any contamination on the Customer's premises from affecting other Customers through the City's water supply. In effect, contamination is "contained" within a facility and prevented from reaching the City main. Elimination of all unprotected cross connections within a facility, for the protection of that and other facilities, is the concern of the City Building Department.

B. Policy

a) All facilities shall have an approved backflow prevention device consistent with the degree of hazard, as defined by the MSC at the service connection. The backflow protection (in reference to Containment) shall be a double check valve assembly or a reduced pressure zone assembly. In addition, all fire systems shall have a MSC approved reduced pressure zone assembly or an approved double check valve assembly at the lines leading to the fire systems.

b) The MSC requires the Customer to provide regular testing and maintenance of backflow devices by a certified backflow prevention technician at least once a year or whenever failure is suspected. The Customer shall also provide, through a certified backflow prevention technician, for the overhaul or replacement of such devices if they are found defective. The Customer shall submit timely records of tests, repairs, overhauls and replacements. Property owners shall be responsible for keeping records of tests and related maintenance for a period of three (3) years.

c) Non-compliance with the preceding requirements after due notification may result in the discontinuation of water service. The Customer shall be required to reimburse the MSC for all costs associated with such action. The MSC may immediately terminate the water service to a facility if it is determined that a serious contamination potential exists.

d) Reference MSC's Cross-Connection Control handbook for more information.

RULES AND REGULATIONS

SECTION XXXVI - PUBLISHING HISTORY

MSC Electric and Water Tariff Publishing History

1) Adopted Date – June 6, 2006 – Electric and Water Tariff adopted at the June Commission Meeting.
2) Revised June 11, 2007- Sections XXX, Section XVII, Section XXXII, Section XXXI, Section XVIII. Add to Tariff Section XXXVI. Amend Price of "Voluntary Green Energy Purchase Program" to 21¢.
3) Water rates amended April 14, 2009 Appendix B
4) Net Metering, Appendix "H" amended August 18, 2009 to comply with state legislation
5) Good Standing Policy. Amended Section III- Right of Rejection- by adding subsection "B" "Good Standing Policy" January 12, 2010
6) Demand Response Aggregation. The Commissioners amended the tariff to include Appendix I- Demand Response Aggregation at their February 16, 2010 meeting.
7) The Commission adopted new electric and water rates and customer service charges at their April 20, 2010 meeting (Amended sheets 52 thru 58, 61 & 62, 64 &65).
8) The Commission changed the wording of the Small General Service classification from less than 3,000 kWh in a month to less than 3,500 kWh. They changed the wording of the Medium General Service classification from usage exceeds 3,000 kWh per month to usage exceeds 3,500 kWh per month. The changes were made at the January 25, 2011 monthly meeting.
9) The Commission changed the wording of Section "H" Net Energy Metering to comply with state law on February 15, 2011 and again on March 15, 2011.
10) Changed spacing and page numbering-no content change on December 1, 2011.
11) The Commissioners changed Section "H" Net Energy Metering to make an approved application void after one year if the project has not been built. It allows for extensions if it is in the process of being built. Adopted at January 19, 2012 meeting

SECTION XXXVI - PUBLISHING HISTORY- Continued

12) The Commissioners adopted new water and electric rates and amended Appendix "A", Appendix "B" and Appendix "C" at their March 16, 2012 monthly meeting.

13) The Commissioners amended Section IV, Customer Deposits, clause A, B & C at their May 24, 2012 monthly meeting.

14) The Commissioners adopted Appendix J to the Tariff which creates an "Economic Development Rate" at their September 18, 2012 monthly meeting

15) The Commissioners adopted new rates associated with turn on and shut off fees and late fees Section V-Bills and Payments, clause F and Appendix C- Fee Schedule at their March 21, 2013 monthly meeting.

16) Removed social security# from all forms April 14, 2014

17) Removed Interest note on Leaf No. 12, Late Fee on Leaf No. 10 overrides July 22, 2014

18) The Commission adopted new water and electric rates and application fee and amended Appendix "A", Appendix "B" and Appendix "C" at their April 27, 2015 monthly meeting.

19) The Commissioners adopted an Agricultural rate and added Section VI-Payment Charges D. Water Charges c) Agricultural Water Charges and Section IX-Water Service Classifications A. Customer Classes 3. Agricultural, in addition, Agricultural rates were added in Appendix B Water Charges at their August 31, 2015 monthly meeting.

20) The Commission added Primary & Secondary to the MGS rate and a paragraph to the Net Energy Metering regarding limiting a generator to produce no more than 110% of the expected aggregate consumption at their January 25, 2016 monthly meeting.

21) The Commission adopted a General Service Commercial Demand Rate (Primary), new Residential Credit Score scale, application fee and updated logo on Tariff at their April 25, 2016 monthly meeting.

Appendix A

ELECTRIC CHARGES

Residential Service

Availability

This rate applies throughout the territory served by the Municipal Services Commission. The rate is available to a Customer who desires single phase electric service to be rendered to the dwelling and appurtenances of a single private family for the domestic requirements of its members. This rate also applies to service for related farm purposes when such service is supplied through one meter in connection with the farmhouse domestic requirements.

WINTER BILLING (Months of October through May)

Customer Charge	$10.00 per billing period
Energy Charge	$0.1155 per KWH

SUMMER BILLING (Months of June through September)

Customer Charge	$10.00 per billing period
Energy Charge • First 750 KWH • Excess of 750 KWH	 • $0.1155 per KWH • $.1800 per KWH

Purchase Power Adjustment

The Purchase Power Adjustment will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

Residential Space Heating (Grandfathered)

Availability

Upon application the space heating rate is available to Customers of the Municipal Services Commission who have as their primary source of heating one of the following permanently installed systems of five kilowatts (5 KW) or more. This rate is only available for the billing period from October through May.

1. Electric Heat Pump, or
2. Electric Resistance Heating

WINTER BILLING (Months of October through May)

Customer Charge	$10.00 per billing period
Energy Charge • First 750 KWH • Excess of 750 KWH	 • $0.1155 per KWH • $0.1033 per KWH

SUMMER BILLING (Months of June through September)

Customer Charge	$10.00 per billing period
Energy Charge • First 750 KWH • Excess of 750 KWH	 • $0.1155 per KWH • $0.1800 per KWH

Purchase Power Adjustment

The Purchase Power Adjustment will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

Large General Service Commercial Demand Rate (Primary)

Availability

This rate is available to commercial customers who receive service at primary voltage and who have a maximum measured demand of 300 KW or greater per billing period.

WINTER AND SUMMER BILLING (All Months)

Customer Charge	$50 per billing period
Energy Charge	• $0.0715 per on-peak KWH • $0.0540 per off-peak KWH
Demand Charge	$17.25 per KW
Minimum Charge	300 KW

Purchase Power Adjustment

Purchase Power Adjustment will be included in all bills.

Utility Tax

Delaware Utility Tax will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

On-Peak Hours

7:00 a.m. to 11:00 p.m. Monday through Friday

Large General Service Commercial Demand Rate (Secondary)

Availability

This rate is available to commercial customers who receive service at secondary voltage and who have a maximum measured demand of 300 KW or greater per billing period.

WINTER AND SUMMER BILLING (All Months)

Customer Charge	$50.00 per billing period
Energy Charge	• $0.07500 per on-peak KWH • $0.0555 per off-peak KWH
Demand Charge	$17.90 per KW
Minimum Bill	300 KW

Purchase Power Adjustment

Purchase Power Adjustment will be included in all bills.

Utility Tax

Delaware Utility Tax will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

On-Peak Hours

7:00 a.m. to 11:00 p.m. Monday through Friday

Small General Service Commercial Non-Demand Rate

Availability

This rate is available to commercial customers whose kilowatt-hour (KWH) usage is less than 3,500 per month.

WINTER BILLING (Months of October through May)

Customer Charge	$11.00 per billing period
Energy Charge	$0.1185 per KWH

SUMMER BILLING (Months of June through September)

Customer Charge	$11.00 per billing period
Energy Charge	$0.1185 per KWH

Purchase Power Adjustment

The Purchase Power Adjustment will be included in all bills.

Utility Tax

Delaware Utility Tax will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

Medium General Service Commercial Demand Rate Primary & Secondary

Availability

This rate is available to commercial customers whose kilowatt-hour (KWH) usage exceeds 3,500 per month for two consecutive months within a twelve (12) month period and have a summer maximum demand less than 300 kilowatts (KW).

WINTER BILLING (Months of October through May)

Customer Charge	$15.50 per billing period
Energy Charge	$0.0900 per KWH
Demand Charge	$9.90 per KW

SUMMER BILLING (Months of June through September)

Customer Charge	$15.50 per billing period
Energy Charge	$0.0900 per KWH
Demand Charge	$13.15 per KW

Purchase Power Adjustment

Purchase Power Adjustment will be included in all bills.

Utility Tax

Delaware Utility Tax will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

General Service Commercial Demand Rate (Primary)

Availability

This rate is available to any commercial customer who desires to receive service at primary voltage and who owns and maintains the MSC required equipment (transformers, capacitors, any/all equipment necessary to prevent unusual fluctuations in the MSC's system and necessary to maintain a 98.5% power factor). This rate is not available to any Customer to provide standby capacity for Customer-owned baseload generation.

WINTER AND SUMMER BILLING (All Months)

Customer Charge	$300 per billing period
Energy Charge	• $0.0715 per on-peak KWH • $0.0540 per off-peak KWH
Demand Charge	$17.25 per KW

Measured Demand

The measured demand shall be the greater of the maximum demand established by the Customer during any sixty (60) minute period of the month during on-peak hours as measured by demand meter, taken to the nearest whole kilowatt or one-third (1/3) of the maximum demand established during any sixty (60) minute period of the month during the off-peak hours, taken to the nearest whole kilowatt.

Purchase Power Adjustment

Purchase Power Adjustment will be included in all bills.

Utility Tax

Delaware Utility Tax will be included in all bills.

State Environmental Fund Charge

Each kWh of energy used will incur a charge of $0.000178.

On-Peak Hours

7:00 a.m. to 11:00 p.m. Monday through Friday

Appendix B

WATER CHARGES

Monthly Customer Charge for Domestic Service

The monthly charge for customers served is based on meter size

Size of Meter	*Customer Charge*
5/8” X 3/4”	$8.25
1”	$10.00
1 ½”	$15.50
2”	$25.00
3”	$50.00
4”	$75.00
6”	$125.00

Monthly Customer Charge for Public Fire Protection

The monthly charge for customers is based on the size of the service line

Size of Service Line	*Customer Charge*
5/8 X 3/4”	$1.50
1”	$6.65
1½”	$10.50
2”	$17.50
3”	$35.00
4”	$52.50
6”	$92.00
8”	$120.00
10”	$147.00
12”	$184.00

Monthly Customer Charge for Private Fire Protection

The monthly charge for customers is based on the size of the service line

Size of Service Line	*Customer Charge*
5/8” X 3/4“	$5.43
1”	$6.65
1½”	$10.50
2”	$17.50
3”	$35.00
4”	$52.50
6”	$92.00
8”	$120.00
10”	$147.00
12”	$184.00

Revised 4/25/16

Private Fire Hydrant (Billed Monthly)

Customer Charge	$130.00

Water Charges (October-June)

Water Charges	*Cents Per Gallon*
City	.0070
Non-City	.0070
City Zoned Agricultural	.0045

Water Charges (July-September)

Water Charges	*Cents Per Gallon*
Residential	• .0070 for water use under 4,000 gallons/per month • .0079 for water use over 4,000 gallons/per month
Commercial	• .0070 for water use under 170,000 gallons/per day • .0079 for water use over 170,000 gallons/per day
Agricultural	• .0070 for all water use gallons on peak hours • .0045 for all water use gallons off peak hours (on peak hours 7:00 am to 11:00pm Monday through Sunday)

Appendix C

FEE SCHEDULE

Requested Turn on and Shut off Charges	
a) w/ 48 hours notice	
1. business hours	Free
2. non-business hours	$100
b) not-scheduled	
1. business hours	$60
2. non-business hours	$100
Non-Payment Turn on Charges	
1. 7:00a.m.-3:30p.m.	$60
2. 3:30p.m.- 12:00a.m.	$100
Non-Payment due to Theft of Service	
a) Cut at Meter	$60
b) Cut at Pole	$100
c) Restore at Pole	$100
d) Cut at Curb Stop or Service Main Valve	$60
Meter Tests	
a) Electric	$75
b) MSC owned water meter	$60
c) Customer owned water meter	time & materials
Temporary Service	
a) Water	
1. Hydrant Hook-Up Charge	$45
1. 5/8" x ¾" with check valve	$200
2. 1" with check valve	$300
3. 3" with check valve	$800
b) Electric	
1. Single-Phase Underground or Aerial Service	$150
2. Single-Phase Aerial Service with two spans of wire	$345
3. Single-Phase Aerial Transformer, Ground and Primary Connection	$600
4. Three-Phase Aerial Transformer Bank, Ground, and Connection	$1,425
Electric Customer Charge	See Appendix “A”
Water Customer Charge	See Appendix “B”
Electric/Water Deposits	
a) Residential Property Owner	Based on credit scoring
b) Residential Renter	Based on credit scoring
c) Residential Renter w/ Electric Heat	Based on credit scoring
d) Commercial	TBD

Chargeable Service Call	time, materials & administrative charge
Meter Resealing Fee	$20
Attaching a Meter Pan	$45
PCB Testing	time & materials
Delaware Public Utility Tax	
Exempt	0%
Manufacturers	2%
All others	4.25%
Environmental Fund Charge	$0.000178/kwh
Return Check Fee	$35/TBD
Late Fee	1.5% per month
Registration on a By-Pass Meter	$500
Application Fee	$10.00

Appendix D

RESIDENTIAL CREDIT SCORES

Credit Score	**Deposit Requirements**
>700	$0.00
650-699	$150.00
630-649	$300.00
<630 or Insufficient Credit	$500.00

MSC uses TransUnion® New Account Model

Appendix E

APPLICATIONS FOR SERVICE

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Residential Application for Service

Since electricity is billed after use deposits may be required to complete the application for service and before service is turned on. There is a $10.00 fee to cover the cost of a credit report and deposits are based on the applicants credit score.
Allow three business days to process the application.

Service Requested

Electric _____ Water _____

Date Service Requested _____

Customer Information

Name: _____

Home Phone #: _____

Work Phone #: _____

Employer Name: _____

E-mail Address: _____

Medical Condition

Does a member of the household have a medical condition which requires emergency restoration if electric or water service is interrupted? Yes_____ No_____

Condition: _____

Spouse or Co-Applicant Information (if applicable)

Name: _____

Work Phone #: _____

Employer Name: _____

New Service Address

New Address: _____

_____

_____

Phone #: _____

Are you renting or buying?

Renting _____ (MUST SHOW LEASE) Owning _____

If renting, who is your landlord?_____

Landlord's Address: _____

_____

_____

Landlord's Phone #: _____

Billing Address

Would you like your monthly bill mailed to the New Service Address?

Yes _____ No_____

Billing Address: _____

_____

_____

MUST PROVIDE VALID ID (DRIVER'S LICENSE, NON-DRIVER'S LICENSE ID, MILITARY ID)

Additional Comments _____

_____

_____

The Undersigned agree(s) to be [jointly and severally] financially responsible for any and all charges and costs associated with the electric and water service provided by the MSC.

Signature: _____

Spouse or Co-applicants Signature: _____

FOR OFFICE USE ONLY

Date Received: _____

Received by: _____

Credit Score: _____

Deposit: _____

Account #: _____

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Residential Transfer for Existing Service

Allow three business days to process the application.

Customer Information

Name: _____

Home #: _____

Work #: _____

E-mail address: _____

New Service Address

Address: _____

_____

_____

Phone #: _____

Connect Service Date:_____

Turn on: Electric ___ Water ____

Are you renting or buying your residence?

Renting _____ (MUST SHOW LEASE) Owning_____

If renting, who is your landlord?_____

Landlord's Phone #: ( ) _____

Landlord's Address: _____

_____

_____

Old Service Address

Address: _____

_____

_____

Account #:_____

Disconnect Service Date: _____

Turn off: Electric ___ Water ____

Billing Address

Would you like your monthly bill mailed to the New Service Address?

Yes _____ No ____

Billing Address: _____

_____

_____

Additional Comments _____

_____

_____

The Undersigned agree(s) to be [jointly and severally] financially responsible for any and all charges and costs associated with the electric and water service provided by the MSC.

Signature: _____

Spouse or Co-applicants Signature: _____

FOR OFFICE USE ONLY

Date Received: _____

Received by: _____

Deposit: _____

Account #: _____

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Allow three business days to process the application.

Disconnection of Service

Customer Information

Name: _____

Home #:_____

Work #: _____

E-mail address: _____

Account Information

What service do you want disconnected? Electric _____ Water _____

Address: _____

_____

_____

Account #: _____

Disconnect Date:_____

Final Bill Mailing Address

Address: _____

_____

_____

Additional Comments _____

_____

_____

Signature: _____

FOR OFFICE USE ONLY

Date Received:_____

Received by:_____

Deposit: _____

Account #: _____

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Commercial Development Electric Service Application

Customer Information

Owner's Name: _____

Business Tax ID #_____

Trading As (Business Name): _____

Exact Service Address: _____

_____

_____

Billing Name and Address: _____

_____

_____

Phone #: _____

Fax #: _____

E-mail address: _____

Date Service Requested: _____

General Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address: _____

_____

_____

Electrical Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address: _____

_____

_____

Project Description

What date is the new project expected to begin? _____

Will you need temporary construction service? Yes ____ No _____
(Fill out the application for temporary construction service)
** Temporary construction service is provided on a "cost to serve" basis. This service may not be available in all locations.*

Check one: New Construction _____ Addition _____ Renovation _____

Square Footage: _____

Building Permit #: _____

Required Documents

1. Approved Record Plan
2. Complete set of working prints.
3. Digital Copy; DWG file

Prior to the installation of electric facilities on private property, you will be required to furnish acceptable rights of way which enables the MSC to serve your property. Please provide DEED information exactly as it appears on the deed record so that an easement can be prepared for proper signatures.

Service Requirements

Type of service requested: Aerial _____ Underground _____

Metering: Primary _____ Secondary _____

Voltage Requested:

120/240 1PH 3W _____ 120/240 3PH 4W _____

120/208 1PH 3W _____ 120/208 3PH 4W_____

277/480 3PH 4W _____ 7200 1PH 2W **(nominal)** _____

12470/7200 3PH 4W **(nominal)** _____

Load Requirements

Main Breaker Size: _____

Number of Meters: _____

Proposed connected load: _____

	1PH	***3PH***	
Lighting	____ KW	____ KW	
Air conditioning	____ KW	____ KW	Tons _____
Resistance heating	____ KW	____ KW	
Heat pump	____ KW	____ KW	Tons _____
Water heating	____ KW	____ KW	
Processing equipment	____ KW	____ KW	
Miscellaneous	____ KW	____ KW	
*Motors	____ KW	____ KW	

(List all motors. Indicate locked rotor amps or code designations of largest motor. Attach list if necessary)

Number of Conductors Per Phase: _____

Size of Conductors: _____

Estimate 1 hour max KW demand: 1PH Winter _____ Summer _____

Estimate 1 hour max KW demand: 3PH Winter _____ Summer _____

Estimated 1 hour diversified KW demand: 1PH Winter _____ Summer _____

3PH Winter _____ Summer _____

Will this facility have a backup power supply? Yes _____ No _____

If, yes: Gas _____ Electric _____ Other _____
(supply drawings that show how generator will work with MSC system)

I hereby agree to pay for all utility services consumed on said premises in accordance with the tariff and comply with the rules and regulations of the MSC. A DEPOSIT MAY BE REQUIRED AS A MEANS OF ESTABLISHING SATISFACTORY CREDIT.

Signature: _____ Date: _____

Title: _____

FOR OFFICE USE ONLY
Date Received: _____
Received by: _____
Deposit: _____
Account #: _____
FOR PLANT USE ONLY
Date Received: _____
Time Received: _____
Received by: _____
Date Completed: _____

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Commercial Development Water Service Application

Customer Information

Owner's Name: _____

Business Tax ID #_____

Trading As (Business Name): _____

Exact Service Address: _____

_____

_____

Billing Name and Address: _____

_____

_____

Phone #: _____

Fax #: _____

E-mail address: _____

Date Service Requested: _____

General Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address: _____

_____

_____

Plumbing Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address: _____

_____

_____

Tapping Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address:_____

_____

_____

Project Description

What date is the new project expected to begin? _____

Will you need temporary construction service? Yes _____ No _____
(Fill out the application for temporary construction service)

**Temporary construction service is provided on a "cost to serve" basis. This service may not be available in all locations.*

Check one: New Construction _____ Addition _____ Renovation _____

Square Footage: _____

Building Permit #: _____

Type of structure:

Commercial Warehouse_____ Office Building_____

Five or More Dwelling Units_____ Retail/Wholesale_____

Food/Convenience Store_____ Sanctuary or School_____

Health Care Facility_____ Service Establishment_____

Industrial Warehouse_____ Service Repair/Garage_____

Manufacturing/Industrial Building_____ Other _____

Required Documents

1. Approved Record Plan
2. Complete set of working prints
3. Digital Copy; DWG file

Prior to the installation of water facilities on private property, you will be required to furnish acceptable rights of way which enables the MSC to serve your property. Please provide DEED information exactly as it appears on the deed record so that an easement can be prepared for proper signatures.

Service Requirements

Size of Service: 1”_____ 2”_____ 3”_____ 4”_____

6”_____ 8”_____ 10”____ 12”____

Meter Size: 5/8”x3/4”_____ 1”_____ 1 ½”_____ 2”_____

3”_____ 4”_____ 6”_____

Does the property have fire protection? Yes _____ No _____

Does the property have a fire pump? Yes _____ No _____

Type of Fire Protection:

Dry System_____ Wet System_____

Will anti-freeze solutions or chemical additives be used in the system? Yes____ No____

Auxiliary Water Tank _____

Other, please explain _____

Fire Hydrants: Yes_____ No_____

Public_____ Qty_____

Private_____ Qty_____ Wall Hydrants_____

Allocation Requirements

Daily Allocation of Water Requested _____ GPM _____ GPD

Will water be used for processing/manufacturing purposes? Yes_____ No_____

Allocation of Water Requested for Fire Protection _____ GPM

Irrigation System Yes _____ No _____

Irrigation System Allocation ___GPM

Auxiliary Water Storage: Elevated Tank _____ Pressure Tank _____

I hereby agree to pay for all utility services consumed on said premises in accordance with the tariff and comply with the rules and regulations of the MSC. A DEPOSIT MAY BE REQUIRED AS A MEANS OF ESTABLISHING SATISFACTORY CREDIT.

Signature: _____ Date: _____

Title: _____

FOR OFFICE USE ONLY
Date Received: _____

FOR PLANT USE ONLY
Date Received: _____ **Dead End/ Looped System**

Revised 4/25/16

Received by: _____
Deposit: _____
Account #: _____

Time Received: _____
Received by: _____
Main Size Available: ___

Street Opening Required: Y/N
Cross-Connection Control:
Domestic: DCV____RPZ____
Fire: DCDCV____RPZDC____

Municipal Services Commission of the City of New Castle, Delaware

Subject to the Rules and Regulations of the Municipal Services Commission

Temporary Construction Service Application

Temporary construction service is provided on a "cost to serve" basis. This service may not be available at all locations.

Service Requested Electric _____ Water _____

Date Service Requested _____

Customer Information

Name: _____

Company: _____

Billing Name and Address: _____

_____

_____

Project Description

Project Name: _____

Service Address: _____

_____

_____

General Contractor

Contractor Person: _____

Phone #: _____

Fax #: _____

E-mail address: _____

Mailing Address: _____

_____

_____

Electrical Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail Address: _____

Mailing Address: _____

_____

_____

Plumbing Contractor

Contact Person: _____

Phone #: _____

Fax #: _____

E-mail Address: _____

Mailing Address: _____

_____

_____

Electric Service Requested

Aerial _____ Underground _____

Voltage Requested: 120/240 1 PH 3W _____

Other, Please Specify: _____

Main Breaker Size: Amps _____

Water Service Requested:

Use water service if available _____

Hydrant meter 5/8 x ¾ _____

Hydrant meter 1" _____

Hydrant meter 3" _____

Other _____

Signature: _____ Date: _____

Title: _____

FOR OFFICE USE ONLY

Electric	**Water**
Date Received: _____	**Date Received:** _____
Received by: _____	**Received by:** _____
Deposit: _____	**Deposit:** _____
Account #: _____	**Account #:** _____

FOR PLANT USE ONLY

Electric	**Water**

Date Received: _____
Time Received: _____
Received by: _____
Date Completed: _____

Date Received: _____
Time Received: _____
Received by: _____
Date Completed: _____

IMPORTANT INFORMATION REGARDING PAYMENT ARRANGEMENTS

Effective immediately, based on the Municipal Services Commission Tariff, the city will only be making payment arrangements for residential customers that are unable to pay their bill due to unusual or severe circumstances. **Phone calls will not be accepted to make payment arrangements.**

Requirements for making payment arrangements:

1. Must apply in person at the Municipal Services Commission (MSC) office at 216 Chestnut Street.
2. Only name or names appearing on the account can file for an extension.
3. Request for payment agreements are subject to MSC approval by the Secretary or designee.
4. Arrangements must be made in writing at least 24 hours prior to disconnect date.
5. Accepting a payment arrangement, deems the customer a cash customer.

Failure to meet the payment arrangement will result in immediate disconnection of services.

APPLICATION FOR ELECRIC/WATER BILL PAYMENT EXTENSION (CONFIDENTIAL)

1. NAME_____ACCOUNT NO._____
2. PRESENT ADDRESS_____
3. TELEPHONE NUMBER_____
4. REASON FOR EXTENSION REQUEST_____
5. PLACE OF EMPLOYMENT_____
6. OTHER SOURCES OF INCOME_____HOW MUCH_____
7. IF YOU ARE MARRIED, WHERE DOES YOUR SPOUSE WORK_____
8. FAMILY SIZE_____
9. HAVE YOU HAD YOUR ELECTRIC/WATER SERVICE DISCONNECTED FOR NON-

PAYMENT WITHIN THE PAST TWELVE MONTHS_____YES_____NO

PROOF OF IDENTITY_____

I do hereby certify that the above information is true and accurate and is submitted for the purpose of obtaining credit from the Municipal Services Commission to extend the time for payment of amounts due for prior electric service and/or water service. I understand that if any of the above statements are found to be untrue or false, I will be subject to immediate disconnection of services. I understand that service can be disconnected for failure to comply with this agreement and for non-payment for future electric service. I further understand that in the event that I breach the terms of this agreement that any and all amounts due for electric service/water service (including amounts extended pursuant to the terms of this agreement) shall immediately become due and payable. No delay or omission of the Municipal Services Commission ("MSC") to exercise any right or power arising from any default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein nor shall the action or inaction of MSC in case of default on the part of the undersigned impair any right or power resulting therefrom. The undersigned agrees to pay on demand, to the extent permitted by law, all costs and expenses incurred by MSC in the enforcement of its rights in this agreement, including without limitation, reasonable fees and expenses of MSC's counsel. Further, the undersigned authorizes and empowers any clerk, Prothonotary, or attorney of any court of record in the State of Delaware, or elsewhere, with or without process, to appear for it and to confess judgment against it, its successors or assigns, in favor of MSC of this Note, its successors and assigns, for the unpaid balance with interest and all other amounts payable hereunder, including, but not limited to, legal expenses and other costs, and reasonable attorney's fees not to exceed twenty percent (20%) of the amount adjudged due and owing MSC, at any time after the date hereof, with stay of execution until the date payment is due; and further, the undersigned does hereby release all and all manner of errors in any such judgment so obtained.

_____ _____

Signature Date

_____

Municipal Services Commission Representative

PAYMENT SCHEDULE

TOTAL AMOUNT DUE: _____

INSTALLMENT PAYMENTS: _____

DATES OF INSTALLMENT PAYMENTS: _____

PAYMENT SCHEDULE END DATE: _____

Revised 4/25/16

Appendix F

METERING AND SUB-METERING POLICY
DELAWARE CODE, TITLE 25

Statutory References:
25 Del.C. § 5312 – RESIDENTIAL
DELAWARE CODE
TITLE 25. PROPERTY
PART III. RESIDENTIAL LANDLORD-TENANT CODE
CHAPTER 53. LANDLORD OBLIGATIONS AND TENANT REMEDIES
Current through the 2004 Regular Session
§ 5312. Metering and charges for utility services

a) A landlord may install, operate and maintain meters or other appliances for measurement to determine the consumption of utility services by each rental unit. Only if the rental agreement so provides, and in compliance with this section, may a landlord charge a tenant separately for the utility services as measured by such meter or other appliance. With the exception of metering systems already in use prior to July 17, 1996, a landlord shall not separately charge a tenant for any utility service, unless such utility service is separately metered. The metering system may be inspected by and must be approved by the Division of Weights and Measures.

(b) No landlord shall require that any tenant contract directly with the provider of a utility service for service to a tenant or to a rental unit, unless such rental unit is separately metered. No landlord who purchases utility services in bulk shall charge any tenant individually for utility services, unless such utility services are either individually metered or the cost of such services is included as part of each monthly rental payment, as provided for in the rental agreement.

c) A landlord who charges a tenant separately for utility services under this section shall not charge the tenant an amount for such services which exceeds the actual cost of the utility service as determined by the cost of the service charged by the provider to the landlord or to any company owned in whole or in part by the landlord.

(d) Any tenant who is charged and who pays for utility services separately to the landlord shall be entitled to inspect the bills and records upon which such charges were calculated, during the landlord's regular business hours at the landlord's regular business office. A landlord shall retain such bills and records for 1 year from the date upon which tenants were billed.

(e) Charges for utility services made by a landlord to a tenant shall be considered rent for all purposes under this Code. With respect to security deposits, and unless the rental agreement otherwise provides, the rights and obligations of the parties as to payment and nonpayment of utility charges shall be enforced in the same manner as the rights and obligations of the parties relating to payment and nonpayment of rent. A landlord shall not discontinue or terminate utility service for nonpayment of rent, utility charges or other breach.

(f) A landlord who charges separately for utilities in accordance with this section shall bill the tenant for such charges not less frequently than monthly, and shall use reasonable efforts to obtain actual readings of meters or appliances for measurements, which readings shall reasonably coincide with the landlord's bulk billing. If, despite reasonable effort, a landlord is unable to obtain an actual reading, the landlord may estimate the tenant's utility consumption and bill the tenant for such estimated amount; provided however, that a landlord may not send more than 2 consecutive estimated billings. Notwithstanding the foregoing, an actual reading shall be made upon the commencement of the lease and at the expiration or termination of the lease.

(g)(1) A landlord, upon request by a tenant, shall cause to be examined or tested the meter or appliance for measurement. If the meter or appliance so tested or examined is found to be accurate within commercially reasonable limits, the costs and expenses of such test or examination shall be paid by the tenant as additional rent; but if the meter or appliance is found to be not accurate, then such costs and expenses shall be borne by the landlord, who shall forthwith replace the inaccurate meter or other appliance.

(2) In addition to those rights and powers vested by law in the Consumer Protection Unit of the Attorney General's office or its successor agency, the Attorney General's office may enter, by and through its agents, experts or examiners, upon any premises for the purpose of making the examination and tests provided for in this section, and may set up and use on such premises any apparatus and appliances necessary herefore.

(h) A landlord who installs, operates and maintains meters or other appliances for measurement and who bills tenants separately for utilities, shall not be deemed a public utility, nor shall the Public Service Commission have any authority, power or jurisdiction over such landlords or their practices in connection with the installation, operation and maintenance of meters or other appliances for measurement, the reading of meters, calculation and determination of charges for utility services or otherwise. The Consumer Protection Unit of the Attorney General's office shall have authority to enforce this section.

Added by 70 L.1995, ch. 513, § 2, eff. July 17, 1996.

25 Del.C. § 6101 – COMMERCIAL

DELAWARE CODE
TITLE 25. PROPERTY
PART IV. COMMERCIAL LEASES
CHAPTER 61. COMMERCIAL LEASES
Current through the 2004 Regular Session
§ 6101. Metering and charges for utility services

Whenever any landlord or other person:
(1)Purchases utility service from a public utility and redistributes the same to a tenant in a commercial unit and/or in connection with the operation of that commercial unit (e.g., the operation of the common area); and

(2) Continuously meters the tenant's use in that commercial unit to which it redistributes the utility service and continually meters the common area;
Such landlord or other person may charge and collect from such tenant, by way of rent or otherwise, an amount not to exceed the amount the tenants would be billed by the public utility for such utility service if the same was directly metered by such public utility.
Added by 70 L.1995, ch. 513, § 15, eff. July 17, 1996.

25 Del.C. § 7008 – MANUFACTURED HOMES

DELAWARE CODE
TITLE 25. PROPERTY
PART VI. MANUFACTURED HOME COMMUNITIES
CHAPTER 70. MANUFACTURED HOMES AND MANUFACTURED HOME COMMUNITIES
SUBCHAPTER I. MANUFACTURED HOME OWNERS AND COMMUNITY OWNERS ACT
Current through the 2004 Regular Session
§ 7008. Fees; services; utility rates

(a) A "fee" or "charge" is a monetary obligation, other than lot rent, designated in a fee schedule pursuant to subsection (b) of this section and assessed by a landlord to a tenant for a service furnished to the tenant, or for an expense incurred as a direct result of the tenant's use of the premises or of the tenant's acts or omissions. A fee or charge may be considered as rent for purposes of termination of a rental agreement, summary possession proceedings or for other purposes if specified in this title.

(b) A landlord must clearly disclose all fees in a fee schedule attached to each rental agreement.

(c)A landlord may assess a fee if the fee relates to a service furnished to a tenant or to an expense incurred as a direct result of the tenant's use of the premises. However, a fee that is assessed due to the tenant's failure to perform a duty arising under the rental agreement may be assessed only after the landlord notifies the tenant of the failure and

allows the tenant 5 days after notification to remedy or correct the failure to perform. A tenant's failure to pay the fee within .5 days of notification is a basis for termination of the rental agreement pursuant to § 7010A of this title.

(d) A prospective tenant in a manufactured home community may be required to pay an application fee to be used by the landlord to determine the prospective tenant's credit worthiness. A landlord may not charge an application fee that exceeds the greater of 10% of the monthly lot rent or $50. A landlord shall, upon receipt of any money paid as an application fee, furnish a receipt to the prospective tenant for the full amount paid by the prospective tenant, and shall maintain for a period of at least 2 years complete records of all application fees charged and the amount received for each fee. If a landlord unlawfully demands or charges more than the allowable application fee, the prospective tenant is entitled to damages equal to double the amount demanded or charged as an application fee by the landlord.

(e) If a landlord pays a tenant's utility charge to a third party due to the tenant's failure to do so, the charge is considered a pass-through utility charge. In addition to any late charge paid by the landlord to the third party, the landlord may assess a third-partypayment fee not to exceed the greater of 5% of the total payment by the landlord to the third party or $25.

(f) A landlord may assess a late-payment fee for the late payment of rent if:

(1) The rent is not paid within five days after the due date specified in the rental agreement; and

(2) The rental agreement provides for a late-payment fee.

(g) A landlord may assess an optional-user fee for the use of designated facilities or services. Failure of a tenant to pay an optional-user fee for requested use of a facility or service may not be the basis for termination of the rental agreement. However, continued use of the requested facility or service without paying the optional-user fee may result in termination of the rental agreement pursuant to § 7010A of this title. Optional-user fees include, but are not limited to, fees for the use of a swimming pool, marine facilities, and tennis courts.

(h) The amount of an optional-user fee must be reasonably related to the cost of providing the facility or service upon which the fee is based.

(i)A fee may not be increased more than once during any 12-month period. A utility rate may be adjusted as provided in subsection (j) of this section. A landlord shall notify a tenant in writing of any fee increase or additional fee at least 60 days prior to the effective date of the increase or addition. A fee increase or an additional fee is unenforceable unless proper written notice has been given to the tenant.

(j) A landlord may charge a tenant for utilities provided by the landlord to the tenant if specified in the rental agreement. The rate charged by a landlord for a utility may not exceed the utility's retail consumer rate, and the rate charged by the landlord may be adjusted without notice on a monthly basis.

(k) A landlord may not assess an entrance or exit fee. An entrance fee is any fee assessed by a landlord to a tenant prior to the tenant's occupancy of a rented lot, except for an application fee or a security deposit, or for those fees or charges for utilities, for direct services actually rendered, or for the use of facilities, all of which must be identified and described in the rental agreement or in a separate notice pursuant to § 7006 of this title. An exit fee is a fee assessed by a landlord to a tenant immediately prior to or after the tenant's final departure from the rented lot, except for those fees or charges for direct services actually rendered by the landlord which would not otherwise be provided without charge in the normal course of business.

(l) If a utility, facility or service previously provided pursuant to the rental agreement is discontinued, the landlord shall adjust the tenant's rent, charge or fee payment by deducting the landlord's direct operating costs of providing the discontinued utility, facility or service.

An adjustment is determined as follows:
(1)No less than 60 days prior to the discontinuance of the utility, facility or service, the landlord shall notify all affected tenants of the discontinuance, and include in the notification an explanation of the discontinuance and the reduction in the direct operating cost, if any, associated with the discontinuance.

(2) Within 10 days after the landlord's notice pursuant to subdivision (1) of this subsection, the tenants may form a committee not to exceed 5 members. The committee and the landlord shall meet together at a mutually convenient time and place to discuss the discontinuance of the utility, facility or service.

(3) At the meeting, the landlord shall disclose and explain all material factors for the proposed discontinuation of the utility, facility or service, together with supporting documentation. The reduction in the direct operating cost of the utility, facility or service, as determined by an independent public accountant or certified public accountant paid for by the landlord, is binding upon both the landlord and the tenants.

Appendix G

MILITARY PERSONNEL POLICY

DELAWARE CODE, TITLE 26, CHAPTER 1, SECTION 118

Continuation of service for activated Reserve and National Guard military personnel.

(a) Except as otherwise provided by this section, a person who engages in the distribution and sale of electric, gas, water, sewer service, telecommunications, cable, or satellite television for use or consumption, including municipalities, (a "Service Provider") shall not discontinue such service to the residence of a Qualifying Customer, as defined in subsection (g). With respect to telecommunications services, this section shall apply only to the provisioning of dial tone line, touchtone and local usage services. With respect to cable service, this section shall apply only to the provisioning of the most basic tier of television service.

(b) A Qualifying Customer may apply for protection from disconnection of such service by notifying the Service Provider that the Qualifying Customer is in need of assistance caused by a reduction in household income as a result of a household member's call to active duty status in the military reserves or National Guard.

(c) A Service Provider may request periodic verification of the call to active duty status from the Qualifying Customer. A Service Provider may also request periodic verification of the Qualified Customer's reduction in household income.

(d) A Qualifying Customer may receive protection from disconnection under this section for as long as the emergency active duty status continues and for 30 days after that status has ended.

(e) A Qualifying Customer receiving assistance under this section shall notify the Service Provider no later than 10 days after the return from active duty status.

(f) The protection from disconnection provided under this section does not void or limit the obligation of the Qualifying Customer to pay for such services received.

(g) As used in this section, "Qualifying Customer" means:

(1) A residential household where the income is reduced because the customer of record, or the spouse of the customer of record, is a member of the National Guard or the military reserve and is called to active military service by the President of the United States or the Governor of this State during a time of declared national or state emergency of war.

(2) Assistance is needed by the residential household to maintain 1 or more of the services subject to this section; and

(3) The residential household notifies the Service Provider of the need for assistance and, if requested by the Service Provider, provides verification of the call to active duty status and the reduction in household income. (74 Del. Laws, c. 294, § 1.)

Appendix H

NET ENERGY METERING

Net Energy Metering

Availabilty

This MSC policy spells out the policy of the Commission as it relates to generation interconnected and operated in parallel with the Municipal Services Commission's (MSC) distribution facilities and resides on the Customer's premises. The primary intent of the Customer is to offset part or all of their electricity requirements.

Capacity cannot be more than 25 kilowatts for residential and 500 kilowatts for non-residential. The generator must be designed to produce no more than 110% of the host customer's expected aggregate electrical consumption, calculated on the average of the 2 previous 12-month periods of actual electrical usage at the time of installation of energy generating equipment. For new building construction, electrical consumption will be estimated at 110% of the consumption of units of similar size and characteristics at the time of installation of energy generating equipment. The source must be solar, wind, hydro or another approved source of renewable energy. The MSC limits total net metering capacity to 5% of system peak.

Any Customer who elects to install parallel generation must apply first by filing out the Generator Interconnection Application at least 60 days in advance of the proposed activation date. A pre-interconnection study may be required and certain fees depending on the complexity of the parallel generation to be installed. Approval of the application by the MSC must be granted prior to activation of the electric generation facility. An approved application will be good for one year from the approval of the application. If the project has not been built and is not operational within one year of the approval of the application, the application is void and the applicant must reapply and their application may or may not be approved. If a project is partially built the applicant may apply in writing for an extension of the one year rule. Any extension by the MSC must be in writing.

Connection to the MSC Distribution System

The electric generation system cannot be connected to the MSC's system unless it meets all applicable safety and performance standards set forth by the following: The Technical Considerations Covering Parallel Operations of Customer Owned Generation of 25kW or Less dated June 1, 2008 or The Technical Considerations Covering Parallel Operations of Customer Owned Generation of 500kW or Less dated June 1, 2008, National Electric Safety Code, Underwriters Laboratories and IEEE Standards. The Customer must, at his/her expense, obtain any and all necessary permits, inspections, and approvals required by any local public authorities and any other governing regulations in effect at that time.

Delivered Voltage

The delivered voltage and delivery point of the Customer's electric generation shall be at the same delivered voltage and delivery point that would be supplied by MSC if the Customer purchased all of its electricity from MSC.

Metering

A bi-directional watt-hour electric meter will be installed at the Customer's location to measure the energy consumed and the energy delivered to the MSC system... The MSC will furnish, install, maintain, and own all metering equipment.

Power Factor Penalty

A power factor penalty may be assessed, at the MSC's option, on any customer being served under this tariff. The penalty will be calculated using the following formula:
The Measured Demand will be the maximum fifteen (15) minute demand during the billing cycle for Medium General Service and one hour (1) demand for Large General Service . In any month in which the average power factor at the delivery point is less than ninety-eight and five tenths percent (98.5%) the penalty will be calculated according to the following formula:

$$\text{Power Factor Corrected Demand} = \frac{\text{Measured Demand X .985}}{\text{Average Power Factor}}$$

The difference between the Power Factor Corrected Demand and the Measured Demand is the kW penalty that will be assessed. This kW will be billed at the current Demand Rate on the Medium Commercial Rate Tariff. There will be no credits issued for power factors that exceed ninety-eight and five tenths percent (98.5%).

Reconciliation and Charges

Customers will be credited in kilowatt-hours (kWh), valued at an amount per kilowatt-hour equal to the sum of delivery service charges and supply service charges for residential customers and the sum of the volumetric energy (kWh) components of delivery service charges and supply service charges for non-residential customers for any excess production of their generating facility that exceeds the customer's on-site consumption of kWh in a billing period. Excess kWh credits shall be credited to subsequent billing periods to offset a customer's consumption in those billing periods. At the end of the calendar year, a customer may request a payment from the MSC for any excess kWh credits. The payment shall be calculated by multiplying the excess kWh credits by the customer's supply service rate. Any excess kWh credits shall not reduce any fixed monthly customer charges imposed by the MSC. The customer retains ownership of renewable energy credits (REC) associated with electric generation produced and consumed by the customer.

Failure to Comply

The MSC may disconnect the Customer's service from the MSC's electric system if the Customer fails to comply with any of the stipulations of this rider, The Technical Considerations Covering Parallel Operations of Customer Owned Generation of 25kW or Less dated January 1, 2008 or The Technical Considerations Covering Parallel Operations of Customer Owned Generation of 500kW or Less dated January 1, 2008, National Electric Safety Code, Underwriters Laboratories, the Generator Interconnection Application.
The delivered voltage and delivery point of the Customer's electric generation shall be at the same delivered voltage and delivery point that would be supplied by MSC if the Customer purchased all of its electricity from MSC.

APPENDIX I

DEMAND RESPONSE AGGREGATION

The Federal Energy Regulatory Commission has issued Order No. 719, 125 FERC ¶ 61,071, 73 Fed. Reg. 64,099 (October 28, 2008).

Order No. 719, 18 C.F.R. § 35.28(g)(1)(iii) provides: "Each Commission-approved independent system operator and regional transmission organization must permit a qualified aggregator of retail customers to bid demand response on behalf of retail customers directly into the Commission-approved independent system operator's or regional transmission organization's organized markets, unless the laws and regulations of the relevant electric retail regulatory authority expressly do not permit a retail customer to participate."

"Every Commission-approved independent system operator or regional transmission organization that operates organized markets based on competitive bidding for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services (or its functional equivalent in the Commission-approved independent system operator's or regional transmission organization's tariff) must accept bids from demand response resources in these markets for that product on a basis comparable to any other resources, if the demand response resource meets the necessary technical requirements under the tariff, and submits a bid under the Commission-approved independent system operator's or regional transmission organization's bidding rules at or below the market-clearing price, unless not permitted by the laws or regulations of the relevant electric retail regulatory authority."

Appendix I " Regulation of Demand Response Aggregators"

A. The MSC or any entity that applies to be an authorized Curtailment Service Provider and is subsequently approved by the Commissioners of the MSC or their designee (the Secretary of the MSC) is permitted to bid demand response on behalf of retail customers served by the MSC of the City of New Castle directly into any Commission-approved independent system operator's or regional transmission organization's organized electric markets.

B. Retail customers served by the MSC of the City of New Castle wishing to bid their demand response 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 the MSC or with a Curtailment Service Provider duly approved in advance by the MSC.

C. The MSC or any entity that applies to be an authorized Curtailment Service Provider and is subsequently approved by the Commissioners or their designee is permitted to bid demand response on behalf of retail customers served by the MSC directly into any Commission (FERC) approved independent system operator's or regional transmission organization's organized markets for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services (or its functional equivalent in the Commission-approved independent system operator's or regional transmission organization's tariff).

D. Retail customers served by the MSC of the City of New Castle wishing to bid their demand response into a Commission-approved independent system operator's or regional transmission organization's organized markets for energy imbalance, spinning reserves, supplemental reserves, reactive power and voltage control, or regulation and frequency response ancillary services (or its functional equivalent in the Commission-approved independent system operator's or regional transmission organization's tariff) may do so by participating in the program established by the MSC or with a Curtailment Service Provider duly approved in advance by the MSC.

APPENDIX J

ECONOMIC DEVELOPMENT RATE

Economic Development Rate

Availability

The MSC has the ability to offer commercial customers who are considering locating their business within the service territory of the Municipal Services Commission an Economic Development Rate. The terms of the rate and its duration are negotiable and are outside the MSC's normal published tariff. The terms will be spelled out in a contract between the customer and the MSC.

The purpose of the Economic Development Rate is to encourage new job creation that would otherwise not locate in the service territory of the MSC.