



Electric, Water, and Sewer Utility

THE BOARD OF PUBLIC WORKS OF THE CITY OF LEWES:

POLICIES

Contact Information

Lewes BPW
107 Franklin Avenue
Lewes, DE 19958
Office: (302) 645-6228

00054545.DOCX.4

[INSERT RESOLUTION]

DRAFT

Lewes BPW Policies

1. Board Elections.....	1
1.1 Voter Registration.....	1
2. Financial Policies.....	1
2.1 Capitalization Threshold.....	1
2.2 Purchase Authorization.....	1
2.3 Budget Change for Operating Funds.....	2
2.4 Disposal of Surplus Equipment, Materials, and Supplies.....	2
2.5 Money Purchase Plan.....	2
2.6 Donations.....	3
2.7 Investment Guidelines.....	3
2.8 Cash Reserves.....	3
2.8.1 Working Capital Lag.....	4
2.8.2 Risk Management Reserve.....	4
2.8.3 Capital Improvement Program.....	5
2.8.4 Customer Deposits.....	5
2.8.5 Self-Insurance.....	5
2.9 Lien Forbearance for Special Projects.....	6
2.10 Reimbursement for Extension of Utility Service.....	6
2.11 Five Year Capital Budget.....	8
2.12 Financial Review.....	8
3. Utilities.....	8
3.1 Electric.....	8
3.1.1 Tariff.....	8
3.1.2 Rates.....	8
3.1.2.1 Residential (Domestic) Electric Service.....	8
3.1.2.2 Commercial (Small General) Electric Service.....	9
3.1.2.3 Industrial (Large General) Electric Service.....	9
3.1.3 Underground Electric Lines.....	10
3.2 Stormwater.....	11
3.2.1 Tariff.....	11
3.2.2 Rates.....	11

3.3	Water	11
3.3.1	Rates.....	11
3.3.2	Obligation to Connect to Water System	12
3.3.3	Water Main Connections	13
3.3.4	Water Meters.....	13
3.3.5	Curb Stops and House Cutoff Valves	14
3.3.6	Water Service Pipes	14
3.3.7	Water Bills	14
3.3.8	Resale.....	15
3.3.9	Requested Discontinuance and Resumption of Water Service.....	15
3.3.10	Prohibited Practices and Emergency	15
3.4	Sewer.....	16
3.4.1	Rates.....	16
3.4.2	Sewer Lateral Installation, Maintenance, and Repair	17
3.5	Business Continuity Plans.....	18
3.6	Extending Service	18
3.7	Combined Services.....	20
3.8	Council Approval for Extension of Service	20
4.	Fees	20
4.1	Impact Fees	20
4.1.1	Payment of Impact Fees.....	20
4.1.2	Electric	20
4.1.2.1	Miscellaneous Fees.....	21
4.1.3	Water.....	22
4.1.4	Sewer.....	23
4.1.5	Water & Sewer Miscellaneous.....	24
4.2	Credit Card Fee	25
4.3	Prohibition of Certain Payment Types.....	25
4.4	Administrative Review Fee for Development Agreements	25
4.5	Review of Fees.....	26
4.6	Fines and Due Process.....	26
5.	Improvement Specifications for Land Development.....	26

5.1	Development Agreements	26
5.1.1	Mandatory Development Agreement.....	26
5.1.2	Services	26
5.1.3	Bond.....	26
5.1.4	Developer Obligation.....	27
5.1.5	Guarantee	27
5.1.6	Insurance	28
5.1.7	Review and Acceptance.....	28
5.2	Improvement Specifications and Design Standards for Major Subdivision	29
5.2.1	Water Utility	29
5.2.1.1	Plans.....	29
5.2.1.2	Installation Procedure.....	29
5.2.1.3	Inspection.....	29
5.2.1.4	Location.....	29
5.2.1.5	Size	29
5.2.2	Sewer Utility	30
5.2.2.1	Construction.....	30
5.2.2.2	Plans.....	30
5.2.2.3	Installation Procedure.....	30
5.2.2.4	Location.....	31
5.2.2.5	Size	31
5.2.2.6	Materials	31
5.2.3	Stormwater Management System	31
5.2.3.1	Plans.....	31
5.2.3.2	Installation Procedure.....	31
5.2.3.3	Location.....	32
5.2.3.4	Size	32
5.2.3.5	Manholes	32
5.2.3.6	Changes in Direction	32
5.2.3.7	Materials	32
5.2.3.8	Stormwater Runoff	33
5.2.3.9	Compliance.....	33

5.2.4 Electric Utility..... 33

 5.2.4.1 Plans..... 33

 5.2.4.2 Installation Procedure..... 33

 5.2.4.3 Location..... 33

 5.2.4.4 Streetlights..... 34

Exhibits 35

 Exhibit A: Statement of Objectives and Guidelines for the Investment of the Board of Public Works Funds 36

 Exhibit B: Electric Tariff..... 37

 Exhibit C: Stormwater Utility Tariff..... 38

DRAFT

1. Board Elections

1.1 Voter Registration

The Office of the Board of Public Works of the City of Lewes (the "Lewes BPW") is authorized to be open during normal business hours on ~~Saturday, March 8, 2003,~~ on the first Saturday of May for the purpose of permitting persons to register to vote in the Annual Election. The Board will provide notice to the public of the pertinent information regarding voter registration, such as the date(s), time(s), and location, no later than sixty (60) days before the Annual Election.

(Board Resolution No. 03-001)

2. Financial Policies

2.1 Capitalization Threshold

Expenditures equal to or in excess of five thousand dollars (\$5,000.00) ~~shall~~ must be capitalized for the purpose of financial reporting.

(Board Resolution No. 05-001)

2.2 Purchase Authorization

No employee or member of the Board of Directors of the Lewes BPW (the "Board") ~~shall~~ may charge personal expenditures to any Board account with the exception of items to be reimbursed to the Board under the Travel Policy.

Purchases in excess of two thousand five hundred dollars (\$2,500.00) are to be authorized before the fact by means of properly approved purchase orders.

Authorization:

Department Heads are authorized to purchase materials and supplies chargeable to their operation up to two thousand five hundred dollars (\$2,500.00). Purchases in excess of this amount are to be requisitioned to the next higher authority.

The Assistant General Manager is authorized to execute purchase orders up to two thousand five hundred dollars (\$2,500.00). It is understood that in the event of the General Manager's absence due to vacation, disability, etc., he/she ~~shall~~ will have the same authority as the General Manager.

The General Manager is authorized to execute purchase orders, provided that the materials, supplies, or services are in the current adopted budget, up to the limits established by the State of Delaware, Office of Management and Budget, Purchasing and Contracting Advisory Council thresholds for Public Works ~~provided that the materials, supplies, or services are in the current adopted budget.~~

The General Manager may approve change orders to contracts in force so long as the amount(s) does (do) not exceed 10% of the original contract amount. The General Manager's authorization limit is extended for specific purchases upon prior approval of the Board.

Commented [MH1]: Per Workshop Discussion, the Board noted that this threshold needs to be reviewed, preferably with assistance from consultant

The Board has unlimited **purchasing** authority. Board approval of purchases is delegated to the General Manager for execution of the order.

~~Board Procurement Cards — Authorization limits are as set in section 3 above. The General Manager shall **may** utilize both internal management controls and management reports designed to ensure the purchasing cards are being used in accordance with Board **this** policy established within this resolution.~~

(Board Resolution No. 06-001)

2.3 Budget Change for Operating Funds

Transfers of appropriations within a given enterprise fund (i.e., electric, water, sewer, and stormwater) can be approved by the General Manager without the approval of the Board. Such changes ~~shall~~ **must** be reported to the Board at the next regularly scheduled Board meeting. Transfers of appropriations between funds can only be made by an official resolution of the Board.

(Board Resolution No. 06-002)

2.4 Disposal of Surplus Equipment, Materials, and Supplies

The General Manager of the Board of Public Works of the City of Lewes shall **will** have the authority to dispose of any single surplus item whose value at the time of disposal is reasonably estimated to be **five thousand dollars (\$5,000.00) or less**. The General Manager shall **must** make a report to the Board of Public Works at a regular meeting of the Board following such action.

Commented [MH2]: Per Workshop Discussion, the Board wants to revisit whether \$5,000 is appropriate.

In determining the disposal method, the interests of the ~~Board of Public Works~~ **Lewes BPW** shall **will** take precedence. These methods may include, but are not limited, to tag sales and silent auctions. The General Manager may dispose of an item as refuse.

The sale of any single surplus item that is reasonably estimated to be greater than five thousand dollars (\$5,000.00) at the time of disposal shall **must** be approved by the Board of Public Works. Such surplus shall **must** be disposed of only by quotation, auction or other method as approved by the Board. Internet auctions such as eBay are acceptable.

All surplus items shall **must** be sold "as is, where is", without any warranty. Proceeds from the sale of surplus shall **will** be credited to the originating department.

(Board Resolution No. 06-003)

2.5 Money Purchase Plan

~~The Board of Public Works of the City of Lewes (the "Employer") established A money purchase retirement plan (the "Plan") shall **will** be established **by the Board** in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement [NOT AVAILABLE]. The Plan shall **will** be maintained for the exclusive benefit of eligible employees and their beneficiaries.~~

Commented [MH3]: Per Workshop discussion, Austin to review to determine continued relevance and applicability.

~~The Employer executed the Declaration of Trust of Vantage Trust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Vantage Trust.~~

~~The Employer agreed to serve as trustee under the Plan and to invest funds held under the Plan in the Vantage Trust.~~

The Assistant General Manager ~~shall~~ will be the coordinator for the Plan; ~~shall~~ will receive reports, notices, etc., ~~from the ICMA Retirement Corporation or the Vantage Trust;~~ ~~shall~~ will cast, on behalf of the Employer Lewes BPW, any required votes ~~under the Vantage Trust;~~ may delegate any administrative duties relating to the Plan to appropriate departments; and the Employer Lewes BPW hereby authorizes the Assistant General Manager to execute all necessary agreements ~~with the ICMA Retirement Corporation~~ incidental to the administration of the Plan.

(Board Resolution No. 08-002)

2.6 Donations

Monetary contributions made by the Board ~~shall~~ will be limited to one annual contribution to the Lewes Volunteer Fire Department in an amount to be established by the Board ~~to be established by the majority of the members present at a scheduled Board meeting.~~ The Lewes BPW may require a Form 990 from the most recent tax filing prior to making said donation.

(Board Resolution No. 09-002)

2.7 Investment Guidelines

The Statement of Objectives and Guidelines for the Investment of the Board of Public Works Funds is attached hereto as Exhibit A.

(Board Resolution No. 13-001)

2.8 Cash Reserves

~~Cash reserve policies and guidelines are often established by utilities to maintain appropriate cash reserves to help ensure:~~

- ~~1. Cash exists for timely payment of bills~~
- ~~2. The short term and long term financial health of the Utility~~
- ~~3. Stable rates for customers~~
- ~~4. Cash exists to fund unanticipated cost contingencies~~

~~In recent years the compounded impacts of power supply cost uncertainties, a sluggish economy, volatile energy prices, and rising capital improvement costs have posed challenges to maintaining stable retail rates and reserves. It is important for utilities to maintain the financial flexibility to help smooth rate increases and stagger retail rate adjustments for customers of the utility.~~

Minimum cash reserve guidelines proposed in this policy should be set to allow reserves to float up or down above the minimum guidelines. The decision to hold more money than the established minimum cash guidelines should be based on the assessments of uncertainties and other financial policies such as:

1. The financial risk facing the utilities
2. Rate setting policies
3. Variability in power costs

Commented [MH4]: Per Workshop discussion, Board intends to review and revisit.

Commented [MH5]: Per Workshop discussion, Board intends to review and revisit.

4. Debt policies
5. Future capital improvements needed by utility
6. Line Extension policies

The adequacy of the guidelines ~~shall~~ **will** be reviewed by the BPW Treasurer and General Manager each year, and if appropriate, revised guidelines may be recommended. ~~The efficient and discrete management of these reserves, when combined with their fortification, add additional assurance that the desired levels of service reliability and quality will continue into the future.~~

To help ensure timely completion of capital improvements and enable Lewes BPW to meet requirements for large, unexpected expenditures, a minimum cash reserve policy ~~shall~~ **will** be established. Minimum cash reserves attempt to quantify the minimum amount of cash Lewes BPW should keep in reserve, the actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets currently in service.

The total of the Cash Reserve Funds are broken down into six types, Working Capital Lag, Risk Management Reserve, Current Year Capital Improvement Program, Five Year Capital Improvement Program, Customer Deposit and Self Insurance. With the exception of Customer Deposits, the five remaining funds may float up or down above minimum guideline independently of one another. Customer deposits ~~shall~~ **will** be maintained at 100%.

If certain events occur that results in cash reserves falling below the minimum cash reserve levels the Board will take action to restore the cash reserves to the minimum levels over the next five years through a detailed replenishment plan. These actions may consider a number of factors including:

- a) Rate Adjustments
- b) Cost reductions
- c) Issuance of bonds to fund capital improvement projects
- d) Modification of the assumptions used to determine the cash reserve levels

(Board Resolution No. 15-004)

2.8.1 Working Capital Lag

~~Working Capital Lag~~—Timing differences exist between when expenses are incurred and revenues are received from customers. Establishing a minimum cash reserve helps ensure cash exists to pay expenses in a timely manner.

The cash reserve policy will include twenty five percent (25%) of budgeted annual operating expenses.

(Board Resolution No. 15-004)

2.8.2 Risk Management Reserve

~~Risk Management Reserve~~—Catastrophic events may occur that require substantial investments to replace damaged assets. ~~Some examples of catastrophic events include ice storms, earthquakes, windstorms, floods, or tornadoes. Many of these catastrophic events may allow the utility to recover the cost of damages from FEMA; however, FEMA reimbursements can take between 6~~

~~months to 2 years to recover.~~ The utility should ensure adequate cash reserves exist to replace the assets in a timely fashion and to arrange short term financing options. The minimum reserve levels are often combined with emergency funding from banks or bonding agencies. The percent to the minimum cash reserves are dependent on the age of the assets in service and the level of risk of catastrophic type events. Current FEMA guidelines suggest 2% of the historic costs of the utility assets.

The cash reserve policy will include 2% of the historical investment in assets as recorded in the financial statements.

(Board Resolution No. 15-004)

2.8.3 Capital Improvement Program

~~Capital improvement program~~ – Some capital improvements are funded through bond issuances and some through cash reserves. The establishment of a minimum cash reserve level helps to ensure timely replacement or construction of assets and timely payments to contractors.

The cash reserve policy ~~shall~~ **will** include 15% of the current year capital improvement program.

The cash reserve policy ~~shall~~ **will** include 15% of the five-year capital improvement program.

(Board Resolution No. 15-004)

2.8.4 Customer Deposits

~~Customer Deposits~~ – Certain customers are required to make a deposit prior to receiving utility services. The majority of deposits are associated with electric service. Persons requesting development plan review are required to establish an escrow account.

The cash reserve policy ~~shall~~ **will** include 100% of the funds held as customer deposits and escrow accounts.

(Board Resolution No. 15-004)

2.8.5 Self-Insurance

~~Self insurance~~ – It is not economically justifiable for Lewes BPW to carry some types of insurance on some of the BPW facilities and operations. Examples are flood insurance on the wastewater lift stations and a portion of the water reclamation plant plus pollution insurance on stormwater and wastewater operation. Insurance deductibles are also included in the self-insurance reserve.

The cash reserve policy ~~shall~~ **will** include 100% of amounts identified as self-insurance and current insurance deductibles.

~~The calculated minimum cash reserves are listed below and will be updated and reviewed by the Board on an annual basis.~~

(Board Resolution No. 15-004)

2.9 Lien Forbearance for Special Projects

~~This is hereby established, as hereinafter set forth, a Policy on Liens for Utility Rents, Rates, Fees, and Assessments Concerning Special Utility Projects assessed pursuant to the lawful authority of the Lewes Board of Public Works.~~

When the utility rents, rates, fees, or assessments, or any combination thereof, charged in connection with a special utility project, including but not limited to infill utility extension projects, remain unpaid for thirty (30) days after becoming due, the General Manager and Board President ~~shall be~~ are authorized to prepare, execute, and record a Notice of Lien with respect to such property.

Where a Notice of Lien has been recorded for a property, the owner(s) of that property may petition the Board ~~of Directors~~ to enter into a Forbearance and Repayment Agreement ~~in a form~~ substantially similar to Exhibit I. The Board ~~of Directors~~, in its reasonable discretion, may elect to enter into such Forbearance and Repayment Agreement with the owner(s) of the property.

Where there is a signed Forbearance and Repayment Agreement in place and new owner(s) of the property desire to acknowledge and assume the unpaid lien, the Board President is authorized to, and ~~shall~~ must, execute a substantially identical Forbearance and Repayment Agreement with the new owner(s) permitting the new owner(s) to continue making the monthly payments previously being paid by the owner(s) of the property when the Notice of Lien was recorded.

The General Manager ~~shall~~ will inform the Board of Directors of any new Forbearance and Repayment Agreements executed as a result of conveyance of a property to new owner(s).

Nothing herein ~~shall~~ will serve to waive, eliminate, or otherwise undermine the ability of the ~~board of Public Works~~ Lewes BPW to utilize lawful policies and procedures otherwise available in the assessment and collection of such delinquent charges.

(Board Resolution No. 17-006)

2.10 Reimbursement for Extension of Utility Service

~~There is hereby established, as hereinafter set forth, a Policy Regarding Reimbursement of Construction Costs Related to the Extension of Water and Wastewater Utility Services to Established Properties, pursuant to the lawful authority of the Lewes Board of Public Works (the "Lewes BPW").~~

The Lewes BPW, in its sole discretion, may choose to fund the extension of water and wastewater utility services to serve Established Properties within the Lewes BPW's Service Area, subject to reimbursement by property owners consistent with the policy described herein. Established Properties ~~shall include~~ s any lot or parcel which has been altered from a natural state by the addition of any substantial permanent improvements, such as buildings or structures, that render the property suitable for residential or commercial use, but ~~shall exclude~~ s any lot or parcel which is being subdivided or developed under the Municipal Code for the City of Lewes (the "Code") and is responsible for the complete costs and expenses associated with the extension of the Lewes BPW infrastructure.

The Lewes BPW Service Area, based upon engineering principles and studies, will be divided into "Project Areas" for water and wastewater utility services as the Lewes BPW deems necessary and appropriate, and as shown in Exhibit I, as may be amended. The Lewes BPW, in its sole discretion, reserves the right to revise the organization, designation, and delineation of such areas for any reason, including, but not limited to, system requirements and engineering needs.

If the Lewes BPW chooses to extend water services, wastewater services, or both within a Project Area, each Equivalent Development Unit ("EDU") within the subject Project Area shall will be responsible for its proportional share, based upon the total number of EDUs within the subject Project Area, of the costs of construction related to such extensions. An EDU shall be is defined as any developed property located within a Project Area. The costs of construction shall includes the actual costs of construction, as well as any costs related to project management, engineering, inspection, legal services, compensation for easements, and any combination thereof (the "Extension Costs").

Upon connection of an EDU to the applicable Lewes BPW water utility system, wastewater utility system, or both, the Lewes BPW shall will assess the owner of such EDU an amount equal to the EDU's proportional share of Extension Costs, in addition to any other costs and fees associated with connecting the EDU to the Lewes BPW utility system, including, but not limited to, impact fees. Unpaid Extension Costs shall will be subject to the same enforcement remedies available to the Lewes BPW for unpaid utility rents, fees, rates, or assessments, including the Lewes BPW's ability to place a lien on the subject property.

Upon the completion of construction of any utility extension within a Project Area, the owner of any EDU within the Project Area shall must connect such EDU to the Lewes BPW water utility system, wastewater utility system, or both, as applicable, within three (3) years to avoid being assessed a carrying fee. If an EDU is not connected to the applicable utility system within three (3) years following completion of construction of the utility system, in addition to the assessment for the EDU's proportional share of Extension Costs, such EDU shall may be assessed a carrying fee upon connection to the Lewes BPW utility system for each year following completion of the system. The carrying fee shall will be calculated annually based upon the EDU's proportional share of Extension Costs and is equal to the percentage annual interest rate earned on the Lewes BPW's reserve funds.

The foregoing policy shall only apply applies to the extension of the Lewes BPW water and wastewater utility systems to Established Properties, within the Lewes BPW's Service Area. Owners of any lot or parcel not considered to be an Established Property herein that is located within the Lewes BPW's Service Area seeking to connect to the Lewes BPW utility systems shall will continue to be responsible for the complete costs and expenses associated with the extension of the Lewes BPW's infrastructure necessary to provide service to such lot or parcel, as well as any costs of connection to such infrastructure.

(Board Resolution No. 18-004)

2.11 Five Year Capital Budget

The Capital Budget represents the budget for the expenditures for major repairs, renovations, and/or capital improvements on Lewes BPW property and infrastructure. [CONSIDER IMPACT ON RESERVE POLICY, See Section 2.8.3]

2.12 Financial Review

The Board will conduct a financial analysis at least once every three years for each utility service provided by the Lewes BPW. The financial analysis will include a review of fees [MORE DETAILS ON WHAT FINANCIAL ANALYSIS WILL INCLUDE?][IS THIS BETTER AS A BYLAW?]

3. Utilities

3.1 Electric

3.1.1 Tariff

Electric Tariff is attached hereto as Exhibit B.

(Board Resolution No. 15-002; Board Resolution No. 07-001)

3.1.2 Rates

The Purchased Power Cost Adjustment (“PPCA”) to reconcile over or under collections of power supply costs will apply to all service supplied under this ~~Rate Schedule~~ Section.

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

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

(Lewes BPW Website – Electric Rates)

3.1.2.1 Residential (Domestic) Electric Service

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

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

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

Customer Charge

Single Phase: \$16.00

Commented [MH6]: Per Workshop discussion, the Board asked staff to review to confirm that all latest information from tariff and applicable rates has been incorporated.

Three-Phase: \$27.40
Energy Charges: \$0.121207 per kWh

(Lewes BPW Website – Electric Rates)

3.1.2.2 Commercial (Small General) Electric Service

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

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

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

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

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

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

Customer Charges

Single Phase: \$25.00
Three Phase: \$36.90
Energy Charges: \$0.136464 per kWh

(Lewes BPW Website – Electric Rates)

3.1.2.3 Industrial (Large General) Electric Service

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

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

The Lewes BPW will calculate the amount as a direct pass-through of the total amount the Lewes BPW pays to its wholesale electricity provider plus the local distribution system loss. Specifically, all charges on the wholesale supplier bill, for energy, congestion, demand, and any other charges are added to a total dollar amount, then the total is divided by the total kWh amount and multiplies by the sum of one (1) plus the system loss. This yields a purchased energy cost in cents per kWh.

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

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

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

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

Customer Charges

<i>Single Phase:</i>	\$125.00
<i>Three-Phase:</i>	\$138.80
<u>Demand Charge:</u>	\$7.00 per kW

(Lewes BPW Website – Electric Rates)

3.1.3 Underground Electric Lines

Unless otherwise expressly authorized by the Lewes BPW, all new electric service drop lines installed within the Lewes BPW Service Area ~~shall~~ must be placed underground. Electric service drop lines ~~shall~~ means electrical lines that run from an overhead pole to a customer’s building, home, or other premises. Appurtenances and associated equipment such as, but not limited to, surface-mounted terminal boxes and meter cabinets, and terminations for concealed ducts in an underground system, may be placed above ground.

Unless otherwise expressly authorized by the Lewes BPW, all existing electric service drop lines may remain provided that when existing electric service drop lines must be relocated, extended, or reinstalled, such electric service drop lines must be placed underground.

Unless otherwise expressly authorized by the Lewes BPW, all existing service drop lines servicing a building within the Lewes BPW Service Area must be placed underground when there is an increase in such building’s electric service capacity, or when such building’s electric meter is relocated.

Use of overhead electric service drop lines shall **must** be permitted if the Board, upon consideration of a written request from the impacted property owner, finds that topographical, soil, or other identifiable conditions, physical or economic, make such underground installations unreasonable or impractical.

(Board Resolution No. 19-002)

3.2 Stormwater

3.2.1 Tariff

Stormwater Utility Tariff is attached hereto as Exhibit C.

Commented [MH7]: Per Workshop discussion, Austin to review and confirm accuracy and applicability.

(Board Resolution No. 10-010)

3.2.2 Rates

Rate per Equivalent Residential Unit (ERU)

\$5.00/month

ERUs per Current Rate Class

Residential One ERU (\$5.00/month)

Commercial Two ERUs (\$10.00/month)

Industrial Four ERUs (\$20.00/month)

(Board Resolution No. 10-010)

3.3 Water

3.3.1 Rates

<u>Ready to Serve Monthly Charge</u>		
<u>Meter Size</u>	<u>2021 In City</u>	<u>2021 Outside City</u>
5/8"	\$16.00	\$23.20
1"	\$20.25	\$29.36
1 ¼"	\$24.50	\$35.53
1 ½"	\$27.50	\$39.88
2"	\$44.50	\$64.53
3"	\$160.00	\$232.00
4"	\$200.00	\$290.00
6"	\$310.00	\$449.50
8"	\$425.00	\$616.25

<u>Irrigation</u>		
5/8"	\$4.00	\$5.80
1"	\$4.75	\$6.89
<u>All Other Irrigation</u>	\$11.00	N/A

<u>Consumption Charge per 100 Gallons</u>		
<u>Ranges</u>	<u>2021 In City</u>	<u>2021 Outside City</u>
0 – 4,500	\$0.135	\$0.196
4,501 – 9,000	\$0.212	\$0.309
Over 9,000	\$0.272	\$0.392
<u>Irrigation</u>		
All flows	\$0.272	\$0.392

(Lewes BPW Website – Water Rates)

3.3.2 Obligation to Connect to Water System

Where any land and/or buildings abut(s) a street, alley or way in the City of Lewes (the “City”) or any area in which there is a City Lewes BPW water main, all plumbing facilities on such land or in such building(s) shall must be connected to the City Lewes BPW water system (includes the water meter, curb stop, pitsetter, valves, connections, water service pipes, house cutoff valves and distribution pipes which, once installed and certified, become part of the City water system within or without the City limits) within 90 days of the date such City Lewes BPW water main is available for connection to such land and/or buildings. After such connection, such property shall must immediately cease using any method, other than the City Lewes BPW water system, to obtain water; provided, however, that geothermal heating/cooling systems shall must not be connected to the City Lewes BPW’s water system (see also § 145-35 of this Code). Where any land and/or buildings not in the City of Lewes wherein the owner thereof is seeking to connect to the City water system, the property owner shall first annex the property into the City. If the subject property is not contiguous to the City boundary at the time of connection, the property owner shall first execute a preannexation agreement with the City agreeing to annexation if, and when, the property becomes contiguous to the City boundary or otherwise becomes annexable into the City. Preannexation agreements pursuant to this section shall constitute a deed restriction, shall be in

recordable form and be recorded in the Office of Recorder of Deeds in and for Sussex County. The City may waive the annexation requirements of this section upon a showing before the Mayor and City Council that special conditions exist making annexation infeasible or otherwise not in the best interests of the City.

(City of Lewes Code, Section 191.2)

3.3.3 Water Main Connections

No connection with a water main shall will be made without a water tapping and connection permit. Application for a water tap and connection permit shall must be made, in writing, to the Board of Public Works Lewes BPW and shall must contain an agreement by the applicant to abide by and accept all of the provisions of this article as conditions governing the use of the City water supply. A fee established by the Board of Public Works Lewes BPW by resolution, set forth in Section 4.1.5 herein, shall must be paid at the time of submitting the application and prior to issuance of the tapping permit.

(City of Lewes Code, Section 191.3)

3.3.4 Water Meters

All premises using the City Lewes BPW water supply shall must be equipped with a water meter contained within a pitsetter. All standard water meters of a size, 3/4 inches by 5/8 inches materials necessary for connecting to a service line, meter pitsetters, pit covers, readouts and other necessary appurtenances shall must be furnished to the customer by the City at a fee established by the Board of Public Works Lewes BPW by resolution, set forth in Section 4.1.3 herein. Installation of the pitsetter shall must be done by a licensed plumber at the expense of the owner, and installation of the water meter, together with the readout, shall will be done by the Board of Public Works Lewes BPW's personnel at no additional charge. All installations shall must be in accordance with the Board of Public Works Lewes BPW specifications, attached hereto as Exhibit D, and approved by the Board of Public Works Lewes BPW.

After the date of this article, all All water meters shall must be installed in an easily accessible location at a point at or near the front of the premises at a location approved by the Board of Public Works Lewes BPW and at finished grade so as to enable the Board's Lewes BPW's personnel to easily and visibly locate the same whenever necessary.

Before any premises are occupied, a water meter shall must be installed as herein required.

The Board of Public Works Lewes BPW, or a person authorized by it, shall must read or cause to be read every water meter used in the City or any area served by the City Lewes BPW water system at such times as are necessary for the proper billing of property owners.

Water meters shall must be taken out and tested at the written request of the property owner upon payment of a fee as established by the Board of Public Works Lewes BPW by resolution, set forth in Section 4.1.5 herein. If the inspection discloses that the water meter is not within 3% of being accurate, then it shall must be repaired or replaced and the fee returned to the property owner.

(City of Lewes Code, Section 191.4)

3.3.5 Curb Stops and House Cutoff Valves

Hereinafter the passage of this article, Metallic curb stops, approved by the ~~Board of Public Works~~ Lewes BPW, shall must be placed on every new or replacement service pipe and shall must be located as near to the property line of the premises served as is practicable. Such boxes shall must be so located that they are easily accessible and shall must be protected from frost by a metallic lid approved by the ~~Board of Public Works~~ Lewes BPW. Curb stops shall must be installed by the ~~Board of Public Works~~ Lewes BPW at the expense of the property owner.

(City of Lewes Code, Section 191.5)

3.3.6 Water Service Pipes

All water service pipes (laterals) from the City water main to the curb stop shall must be installed and maintained by the ~~Board of Public Works~~ Lewes BPW. All house connections and service pipes from and including the curb stop and water meter and related appurtenances shall must be installed by a licensed plumber at the expense of the property owner.

All repairs to service pipes, house connection pipes, curb stops and plumbing systems of buildings shall must be made by and at the expense of the property owner. At its own discretion, the ~~Board of Public Works~~ Lewes BPW may, in the case of emergency, cut off service, and, in such event, the expense of such cutoff shall must be paid to the ~~Board of Public Works~~ Lewes BPW by the property owner at a fee as established by ~~resolution the Lewes BPW, set forth in Section 4.1.5 herein.~~

No water service pipe shall must be placed in the same trench or excavation with a drain or sewer pipe. Water service lines shall must be horizontally separated by 10 feet from a sewer pipe.

All repairs to service pipes located on private property shall must be made by a licensed plumber at the expense of the property owner.

(City of Lewes Code, Section 191.6)

3.3.7 Water Bills

Water bills shall will be dated and sent out monthly or at such other times as may be set by the ~~Board of Public Works~~ Lewes BPW by resolution.

All water bills shall will be sent to property owners who shall are be legally responsible for all water charges and fees. Water bills shall must be payable to the ~~Board of Public Works~~ Lewes BPW at the office of the Board of Public Works. The ~~Board of Public Works~~ Lewes BPW shall may have the power to adjust water bills when, in its judgment, an error has been made in the fees or charges billed to the owner.

A water bill shall will be delinquent if it is not paid within 30 days of billing date indicated on the bill. Water service shall may be turned off by the ~~Board of Public Works~~ Lewes BPW when a bill is delinquent. Once water has been turned off, it shall may not be turned on again until the owner pays the ~~Board of Public Works~~ Lewes BPW a reconnection fee, set forth in Section 4.1.5 herein, established by the ~~Board of Public Works~~ Lewes BPW by resolution and, in addition, pays all of the sums which are due and owing to the ~~Board of Public Works~~ Lewes BPW for water service and any other charges provided for in this article.

Charges for water ~~shall~~ will be a lien upon the premises pursuant to ~~25 Del. C. Ch. 29 Section 4.12 of the Charter of the Board of Public Works of the City of Lewes (the "Lewes BPW Charter")~~ or any subsequent corresponding provision of law. Such lien ~~shall~~ may have preference and priority over all other such liens on real estate or upon improvements located on land under lease.

(City of Lewes Code, Section 191.8)

3.3.8 Resale

No water ~~shall~~ will be resold or distributed by the recipient thereof from the ~~City-Lewes BPW~~ supply to any premises other than that for which application has been made and the meter installed, except in cases of emergency and only as authorized by the ~~Board of Public Works~~ Lewes BPW. Under no circumstances ~~shall~~ will water be sold from the ~~City-Lewes BPW~~ water supply other than by the ~~Board of Public Works~~ Lewes BPW.

(City of Lewes Code, Section 191.9)

3.3.9 Requested Discontinuance and Resumption of Water Service

Water service may be discontinued at the request of a property owner or owner's agent for a period as may be requested to the ~~Board of Public Works~~ Lewes BPW. Upon receipt of the notice from the owner, the ~~Board of Public Works~~ Lewes BPW ~~shall~~ will read the owner's meter and discontinue the service. Minimum monthly charges will continue on a monthly basis. The fees for such discontinuance and resumption ~~shall be~~ are set by the ~~Board of Public Works~~ Lewes BPW, set forth in Section 4.1.5 herein ~~by resolution~~.

(City of Lewes Code, Section 191.10)

3.3.10 Prohibited Practices and Emergency

~~It shall be unlawful for any~~ No person other than the ~~Board of Public Works~~ Lewes BPW or a person authorized by it ~~may~~ may turn on or turn off water from the ~~City-Lewes BPW~~ water supply at the water meter, curb stop or valve in the pitsetter where the meter is located or at any valve located in the ~~City-Lewes BPW~~ water system; or tamper with, alter or damage any part of the ~~City-Lewes BPW~~ water system, including making connection to the water system without permission of the ~~Board of Public Works~~ Lewes BPW, installing, rearranging or tampering with any facility or equipment owned or used by the ~~Board of Public Works~~ Lewes BPW to provide such services, including but not limited to the water meter, curb stop, water valve, pitsetter, remote readout or wires leading from the meter in the pitsetter to the remote readout without the permission of the ~~Board of Public Works~~ Lewes BPW, except in case of an emergency, including but not limited to a broken water line. In this instance, it ~~shall~~ will be the responsibility of the property owner to notify the ~~Board of Public Works~~ Lewes BPW of the action taken as a result of the emergency.

~~In any prosecution for violation of this article where services have been obtained from the Board of Public Works by the installation of, rearrangement of or tampering with any facility or other equipment owned or used by the Board of Public Works to provide such services without the consent or permission of the Board of Public Works or by any other trick or contrivance, it shall be a rebuttable presumption that the person to whom the services are being furnished has created, caused or knows of the condition which is a violation of this section.~~

A person who has obtained services from a public utility by installing, rearranging or tampering with any facility or equipment owned or used by the City or the Board of Public Works to provide such services or by any other trick or contrivance is presumed to have done so with an intent to avoid, or to enable others to avoid, payment for the services involved.

The rebuttable presumption referred to in Subsections **B** and **C** of this section shall not apply to any person to whom such services have been furnished for fewer than 31 days or until there has been at least one meter reading. Any person violating any provision of this section shall be fined not less than \$50 nor more than \$500 for each offense.

Any property owner violating § **191.2** of this article shall, upon conviction, forfeit and pay a civil penalty of \$10 plus costs. Each day of a continuing violation shall constitute a separate violation.

(City of Lewes Code, Section 191.11)

3.4 Sewer

3.4.1 Rates

Ready to Serve Monthly Charge		
<u>Meter Size</u>	<u>2021 In City</u>	<u>2021 Outside City</u>
5/8"	\$50.00	\$75.50
1"	\$63.65	\$96.11
1 ¼"	\$72.70	\$109.78
1 ½"	\$81.80	\$123.52
2"	\$131.80	\$199.02
3"	\$500.00	\$755.00
4"	\$613.60	\$926.54
6"	\$954.55	\$1,441.37
8"	\$1,318.20	\$1,990.48

Consumption Charge per 100 Gallons (Based on 80% of water used)		
<u>Classification</u>	<u>2021 In City</u>	<u>2021 Outside City</u>
Residential	\$0.572	\$0.865
Commercial	\$0.629	\$0.951
Industrial	\$0.629	\$0.951

(Lewes BPW Website – Sewer Rates)

3.4.2 Sewer Lateral Installation, Maintenance, and Repair

The installation, maintenance and repair of all residential, commercial, and industrial connections and related appurtenances from the ~~City of Lewes Board of Public Works'~~ **Lewes BPW** sewer main to an owner's property line ~~shall~~ **will** be the responsibility of the ~~Board of Public Works~~ **Lewes BPW** and paid for at its expense, except that for new construction the owner ~~shall~~ **will** pay for the entire installation, including from the property line to the sewer main. ~~No plumbing facilities on such land or in such buildings situated on property not in the City of Lewes shall be connected to the City of Lewes sewer system by the Board of Public Works unless the property owner thereof shall first annex the property into the City. If the subject property is not contiguous to the City of Lewes boundary at the time of installation and connection, the property owner shall first execute a preannexation agreement with the City agreeing to annexation if, and when, the property becomes contiguous to the City boundary or otherwise becomes annexable into the City. Preannexation agreements pursuant to this section shall constitute a deed restriction, shall be in recordable form and be recorded in the Office of Recorder of Deeds in and for Sussex County. The City may waive the annexation requirements of this section upon a showing before the Mayor and City Council that special conditions exist making annexation infeasible or otherwise not in the best interests of the City. The installation, maintenance and repair of all residential, commercial and industrial connections and service pipes, and including any cleanouts and related appurtenances from the property line to a home, business or industry, shall be installed, maintained, and repaired by a licensed plumber in accordance with Chapter 145, Plumbing, of the Code of the City of Lewes and the Board of Public Works' specifications and paid for at the property owner's expense.~~

At its own discretion, the ~~Board of Public Works~~ **Lewes BPW** may, in the case of emergency, cut off service. If the emergency is determined to be caused by the owner, or person or entity responsible to the owner, the expense of such cutoff ~~shall~~ **will** be paid to the ~~Board of Public Works~~ **Lewes BPW** by the property owner at a fee equal to the total of the ~~Board of Public Works~~ **Lewes BPW's** total direct and indirect costs to perform the work.

No service or house connection pipes ~~shall~~ **may** be installed unless they have been legally permitted and conform to Chapter 145, Plumbing, of the Code of the City of Lewes and the specifications identified therein and the Board of Public Works' specifications (~~attached as Exhibit D~~). All new services ~~shall~~ **must** have a minimum of a cleanout located at the property line serving the service line from the property to the main.

No sewer service pipe ~~shall~~ **may** be placed in the same trench or excavation with a water pipe. Sewer service lines ~~shall~~ **must** be horizontally separated by a minimum of 10 feet from a water pipe, unless specifically authorized by the ~~Board of Public Works~~ **Lewes BPW**.

Renewal of all non-polyvinyl chloride (PVC) piping with PVC piping from the main to the property line with the addition of a cleanout at the property line ~~shall~~ **is** be required, at the owner's expense, for all renovations that require a City building permit and increased capacity.

(City of Lewes Code, Section 191.13)

3.5 Business Continuity Plans

The Board will prepare and periodically evaluate a written Business Continuity Plan that defines the roles, responsibilities, and procedures necessary to ensure that all pump stations, wastewater treatment plants, electric and stormwater facilities, or other services provided by the Lewes BPW have minimal delays or disruptions in the event of an extraordinary event. Such plan will, at a minimum, define the Lewes BPW's actions to address the impacts of the following key areas likely to cause disruption to its operations: loss of key personnel, loss of facility, and loss of service. The Business Continuity Plan must be reviewed annually.

3.6 Extending Service

~~There is hereby established as hereinafter set forth a policy and orderly program to provide water, sanitary sewer, storm water and electric services for those areas and subdivisions outside the Lewes City limits which are within the City's and the Board of Public Works' planning area.~~

When a utility service extension is desired to any property within ~~the areas stated above~~ an area outside of the Lewes City limits which are within the City's and the Lewes BPW's planning area, the person(s) (Applicant) desiring said extension ~~shall~~ must petition the Board of Public Works and pay the applicable application fees.

The property owner of the premises to be served by the ~~Board of Public Works~~ Lewes BPW ~~shall~~ must sign an agreement with the City of Lewes, prior to the start of utility construction, which provides for annexation to the City upon request by the City. If there is more than one property owner of the proposed service area, then a majority of the property owners must sign agreements. All title holders of each property ~~shall~~ must execute the agreement. The agreement(s) ~~shall~~ must be recorded, ~~shall~~ run with the land, and inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The agreement(s) ~~shall~~ must be submitted with the application petition to the Board.

The Applicant agrees to accept all utility services offered by the ~~Board of Public Works~~ Lewes BPW and available to that property now or in the future at the sole discretion of the Board. Available is defined as an adequate distribution or collection main/line within 500 feet of the proposed property.

The petition will be reviewed by the City of Lewes/Board of Public Works Departmental Review Team. The Board will complete a preliminary report and submit it to the Applicant. If the project is approved at a regular meeting of the Board of Public Works, and the Applicant wishes to proceed, the Applicant ~~shall~~ must provide engineering and design of the proposed utility extension, which will be submitted to the Board for consideration and approval. Utility service to current Board customers and to potential customers within the City of Lewes will take precedence over consideration of Applicants for services outside of the city limits.

The Applicant is required to deposit an amount equal to ten percent (10%) of the Probable Project Cost with the Board. This fee is to provide, including but not limited to, the following: review of drawings, inspection, administrative and all costs associated with this particular utility extension.

Commented [MH8]: Per Workshop discussion, explore process for properties within the City and for properties without an HOA.

The cost of all improvements of utility service lines on or adjacent or necessary to bring a service line adjacent to new subdivisions, areas to be developed or redeveloped, ~~shall~~ will be the full responsibility of the developer and in accordance with the utility master plan.

The developer causing an extension of a sewer main ~~shall~~ must locate it in rights-of-way or easements and ~~shall~~ pay in full the engineering, construction and inspection costs of the lines and appurtenances.

Plans and specifications ~~shall~~ must be prepared in accordance with appropriate standards established by the ~~Board of Public Works~~ Lewes BPW, as described in Exhibits D and E.

Each lot or parcel of land to be served with sanitary sewer service ~~shall~~ must abut a sewer main.

Each lot or parcel of land to be served with water service ~~shall~~ must abut a water main.

Each lot or parcel of land to be served with electric service ~~shall~~ must abut a distribution main.

All lines ~~shall~~ must be sized in accordance with the utility master plan, except that the Board General Manager may increase or decrease the size of mains when requirements so dictate.

In all new developments such as subdivisions, multifamily tracts, commercial centers, shopping centers, industrial facilities or other similar developments, the developer ~~shall~~ must furnish and install, to Board specifications, all mains, service connections, service and main stubs and appurtenances within the boundary of the development as well as the streets abutting the development, and ~~shall~~ make line extensions as determined necessary by the Board General Manager.

Acceptance of all extensions ~~shall~~ will require the written approval of the Board Engineer.

The Board ~~shall~~ may acquire ownership of all extensions of public mains when completed, approved, and accepted. The utility system ~~shall~~ must be conveyed to the Board free and clear of all clouds to title, including liens and encumbrances.

Impact fees ~~shall~~ must be paid according the fee schedule in place at the time construction of the extension begins.

If utility mains/lines extended by a developer provide a means of service to property owned by persons other than the developer, the developer may request the Board to enter into an agreement, providing for reimbursement to the developer of a portion of such extension costs when other persons receive utility service by connection to the extension. Such agreements ~~shall~~ must be executed within one (1) year from date of acceptance of the main/line by the Board and ~~shall~~ will run for a period not to exceed twenty (20) years from said date of execution by the General Manager.

(Board Resolution No. 13-004)

3.7 Combined Services

If available, the water and sewer services provided by the Lewes BPW must be supplied together to any property that requests either of these services, meaning these services must not be provided separately to any property.

3.8 Council Approval for Extension of Service

The Lewes BPW may not extend any utility services of any utility system to any property located outside of the municipal limits of the City of Lewes without obtaining the prior consent of the Mayor and City Council of the City of Lewes.

4. Fees

4.1 Impact Fees

4.1.1 Payment of Impact Fees

Required Impact Fees for utilities providing service to properties within the Lewes BPW Service Area ~~shall~~ **must** be paid upon installation of the subject utility meter.

Upon consideration of a written request from the affected property owner, the Board may defer collection of any or all Impact Fees for utilities providing service to a property within the Lewes BPW Service Area upon finding that granting the deferral will either promote responsible economic development, or granting the deferral will support an identifiable, unique benefit to the City of Lewes, the Lewes BPW Service Area, or both. The Board ~~shall~~ **will** require the property owner receiving such deferral to execute a written agreement prior to connecting the subject utility or utilities providing adequate safeguards, as determined in the sole discretion of the Lewes BPW, to secure payment of said Impact Fees.

(Board Resolution No. 19-003)

4.1.2 Electric

Service Amps (Up to and including)	Delivery Voltage								
	240/120 Volts Single Phase			208/120 or 240/120 Volts Three-Phase			480/277 Volts Three-Phase		
	ACC ^[1]	AIC ^[2]	Total	ACC ^[1]	AIC ^[2]	Total	ACC ^[1]	AIC ^[2]	Total
100 amps	\$441	\$234	\$675	\$542	\$563	\$1,105	\$1,262	\$1,624	\$2,886
200 amps	\$881	\$469	\$1,350	\$1,199	\$1,126	\$2,325	\$1,423	\$3,247	\$4,671
400 amps	\$1,569	\$937	\$2,506	\$1,423	\$2,251	\$3,675	\$1,872	\$6,494	\$8,366
600 amps			[3]	\$1,561	\$3,377	\$4,938	\$2,332	\$9,742	\$12,073
800 amps			[3]	\$1,872	\$4,503	\$6,375	\$2,332	\$12,989	\$15,321
1,000 amps			[3]	\$1,872	\$5,628	\$7,500	\$2,504	\$16,236	\$18,740
1,200 amps			[3]	\$1,872	\$6,754	\$8,626	\$3,674	\$19,483	\$23,158
1,400 amps			[3]	\$2,332	\$7,880	\$10,212	\$3,674	\$22,730	\$26,405
1,600 amps			[3]	\$2,332	\$9,006	\$11,337			[4]
1,800 amps			[3]	\$2,332	\$10,131	\$12,463			[4]
2,000 amps			[3]	\$2,504	\$11,257	\$13,761			[4]
2,200 amps			[3]	\$2,504	\$12,383	\$14,887			[4]
2,400 amps			[3]	\$2,504	\$13,508	\$16,013			[4]

2,600 amps			[3]	\$3,674	\$14,634	\$18,308			[4]
2,800 amps			[3]	\$3,674	\$15,760	\$19,434			[4]
3,000 amps			[3]			[4]			[4]

	4.16 kV Three Phase			12.47 kV Three Phase		
	ACC ^[1]	AIC ^[2]	Total	ACC ^[1]	AIC ^[2]	Total
100 amps	\$0	\$19,700	\$19,700	\$0	\$59,052	\$59,052
200 amps	\$0	\$39,399	\$39,399	\$0	\$118,103	
400 amps	\$0	\$78,799	\$78,799			
600 amps	\$0	\$118,198	\$118,198			
800 amps			[3]			
1,000 amps			[3]			
1,200 amps			[3]			
1,400 amps			[3]			
1,600 amps			[3]			
1,800 amps			[3]			
2,000 amps			[3]			
2,200 amps			[3]			
2,400 amps			[3]			
2,600 amps			[3]			
2,800 amps			[3]			
3,000 amps			[3]			

Other Rules and Regulations

1. For underground service, the Customer will be responsible for installing and paying for all transformation and underground service connection costs.
2. In addition, the Customer will pay a portion of the cost of any distribution system modifications, including substations, which may be needed, as determined by the ~~Board of Public Works~~ **Lewes BPW**.
3. Subject to availability, ~~the total~~ **the total** impact fee will be based on actual cost of installation plus the calculated **Ampere Interrupting Capacity ("AIC")**.
4. The charges above are applicable for each point of service delivery.
5. When the amperage of an existing service is increased, the Impact Fee will be based on the Impact Fee applicable for the new service amperage less the Impact Fee applicable for the service amperage prior to the change.
6. ~~The Board of Public Works~~ **Lewes BPW** will install one meter for new or replaced docks with multiple boat slips. After October 31, 2004, any existing dock with multiple slips may be converted to one meter at the option of the ~~Board of Public Works~~ **Lewes BPW** and will be converted to a single meter in the event any additional slip is added.

(Lewes BPW Website – Electric Impact Fees Chart)

4.1.2.1 Miscellaneous Fees

Miscellaneous Fees

Security Light Monthly Charge (current customers only)		\$8.00
Electric Residential Advance Payment Deposit (Tenant)		2/12 th or \$125.00 (whichever is greater)
Seasonal, upgrade service, repair meter pan, move meter to different location, etc.		\$30.00
	7 am – 4 pm Monday – Friday	\$40.00
	4 pm – 12 am Monday – Friday	\$96.00
	Other Hours	\$172.00
Collection fee to prevent disconnect for non-payment		\$30.00
Electric Meter Testing		\$60.00 (refund if defective)
	7 am – 4 pm Monday – Friday	\$65.00
	Other Hours	\$90.00
Return Check Fee		\$30.00
Electric Miscellaneous Materials		Cost + 20%
Settlements		
Transfer Fee		\$12.00 reading provided
		\$12.00 plus \$25.00 \$37.00 if site visit required
Off Cycle Meter Read (Special Reading)		\$25.00
Impact Fee Electric	200 AMP	\$1,350.00
	400 AMP	\$2,506.00
Tech Inspection		\$25.00
Tech Re-Inspection (If Failed)		\$15.00

(Lewes BPW Website – Miscellaneous Fees Chart)

4.1.3 Water

Water Impact Fee Table

<u>Meter Size</u>	<u>Impact Fee</u>
5/8"	\$2,600.00
1"	\$2,600.00
1 ¼ - 1 ½"	\$13,000.00
2"	\$20,800.00
3"	\$39,000.00
4"	\$59,800.00
6"	\$130,000.00

8"	\$208,000.00
2 nd Water Meter for Irrigation System or Sprinkler is \$1,100.00 if new tap is involved.	

(Lewes BPW Website – Water Impact Fees Chart)

4.1.4 Sewer

Sewer Impact Fee Table		
<u>Zone</u>	<u>Total EDUs in Zone</u>	<u>Total Impact Fee per EDU</u>
Impact Zone 1a New Road Parcels	67	\$4,700.00 Plus, on-site individual lift station costs
Impact Zone 1b Harbor Point	69	\$5,439.00 Plus, shared internal cost to access BPW collection system
Impact Zone 2 Savannah Place/Donovan's MHP/Swaanendael/Donovans Road/Savannah Road	791	\$2,540.00 Plus, shared internal capital cost to access BPW collection system
Impact Zone 3 Highland Acres	84	\$2,540.00
Impact Zone 4 Rollins Property	84	\$2,540.00
Impact Zone 5 Mariner's Retreat	34	\$2,540.00
Impact Zone 6 Kings Highway – Assisted Living	108	\$4,990.00
Impact Zone 7 Oyster Cove	24	\$1,490.00
Impact Zone 8 Hornkill Avenue - End	12	\$2,540.00

Impact Zone 9 New Road	1,246	\$1,490.00
Impact Zone 10 & 11 Showfield and Whites Pond Meadow Development	194	\$1,490.00
Impact Zone 12 Gibbs & Warrington Properties	41	\$1,490.00
Existing Single Vacant Parcels in City Limits	327	\$2,893.00

(Lewes BPW Website – Sewer Impact Fees Chart)

4.1.5 Water & Sewer Miscellaneous

Miscellaneous Fees		
Water/Sewer Line Inspection	48 Hour Notice	\$30.00
	24 Hour Notice	\$60.00
	Same Day (Non-Emergency)	\$90.00
Turn off/on water, trouble water/sewer calls	During Hours	\$30.00
	After Hours	\$90.00
Water Purchase from Water Treatment Plant		\$20.00 per load (plus \$7.50 per thousand gallons)
Water Miscellaneous Materials		Cost + 20%
Test Water Meters		\$35 (refunded if defective)
Disconnect/Reconnect Water Service for Nonpayment	During Hours	\$40.00
	After Hours	\$96.00
Impact Fee Water	5/8" or 1" House Meters	\$2,600.00
Water Meters	5/8"	\$600.00
	1"	\$695.00

Lewes BPW Cap Water and Sewer Lines for Abandoned Properties and Put Lien on Property		\$300.00
Plumbing Permit		25% of Building Permit or \$30.00 minimum
Water & Sewer Taps		\$250.00 each

(Lewes BPW Website – Miscellaneous Fees Chart)

4.2 Credit Card Fee

For customer credit card transactions that total at least five thousand dollars (\$5,000.00), transaction processing costs ~~shall~~ **will** be the responsibility of the paying customer in the form of a convenience fee payable to the Lewes BPW in the amount of 2.95% of the total transaction amount.

Commented [MH9]: Per Workshop discussion, Board intends to revisit.

If at any time a customer has a total outstanding balance of at least five thousand dollars (\$5,000.00) and such customer uses a credit card to pay any portion of such balance, such customer ~~shall~~ **must** pay the 2.95% convenience fee for each credit card transaction until such customer’s outstanding balance reaches zero dollars (\$0.00).

(Board Resolution No. 19-001)

4.3 Prohibition of Certain Payment Types

Lewes BPW hereby prohibits all of its employees from accepting credit card and bank account information by telephone, email, voicemail, or any other telecommunications technology not expressly authorized as secure for the payment of bills, fees, or other charges related to Lewes BPW services.

Credit card and bank account information must be processed through a verified Lewes BPW vendor’s automated phone system or other Payment Card Industry (“PCI”) approved method.

Lewes BPW employees may verbally discuss the general process of making a payment with customers in order to provide assistance and customer service, but ~~shall~~ **must** not collect sensitive credit card or bank account information. If such information is disclosed, the employee must immediately report such disclosure to his or her supervisor and the IT Manager so that proper action can be taken to protect any information that was obtained in violation of this policy.

Any Lewes BPW employee that is found in possession of credit card or bank account data may be subject to disciplinary action, including verbal reprimand, formal written reprimand, suspension without pay, and/or termination.

(Board Resolution No. 21-)

4.4 Administrative Review Fee for Development Agreements

The Lewes BPW ~~shall~~ **will** assess an administrative fee for any new subdivision, development, or redevelopment of land within the Lewes BPW Service Area in the amount of fifteen percent (15%) of the estimated cost to install utility infrastructure for Lewes BPW utility service to the subject

subdivision, development, or redevelopment of land. This fee ~~shall~~ will be used to offset the expenses incurred by the Lewes BPW in reviewing, approving, inspecting, and accepting said utility infrastructure.

(Board Resolution No. 20-001)

4.5 Review of Fees

The Board will review all fees associated with Lewes BPW services at the end of each [INSERT REVIEW PERIOD] period to determine whether the fee structure remains appropriate for Lewes BPW operations.

4.6 Fines and Due Process

Those who are fined by the Lewes BPW are entitled to notice of the hearing of the Lewes BPW's intended imposition of a fine or other punitive action, of not less than [ten (10) days] written notice served upon each person by either (i) hand delivery which must be confirmed in writing to the Board, or (ii) certified mail with return receipt requested. At said hearing the owner will be entitled to present evidence for the purpose of avoiding or mitigating any fine or punitive action at which hearing both the Lewes BPW and the owner may produce evidence and present witnesses. The Board will promptly resolve the dispute and announce its decision that reflects the reasons underlying its decision.

(Lewes BPW Charter – Section 5)

5. Improvement Specifications for Land Development

5.1 Development Agreements

5.1.1 Mandatory Development Agreement

The Lewes BPW must enter into a development agreement with any proposed development within the City of Lewes limits (the "Development Agreement"). The Development Agreement must include the policies contained under Section 5.1 herein.

5.1.2 Services

The Lewes BPW may, in its sole discretion, agree to provide a development with utility services such as electric, water, and sewer/wastewater services, through infrastructure installed at the sole expense of Developer.

(Dutchmen's Harvest Development Agreement, Section 1.2)

5.1.3 Bond

It ~~shall~~ will be the responsibility of the Developer, with Lewes BPW approval and before any work has started, to put in escrow sufficient funds or provide a performance bond(s) or irrevocable letter(s) of credit, in an amount reasonably determined by the Lewes BPW to be 150% of the cost of constructing, installing, and providing all electric, water, sewer, and stormwater infrastructure necessary to serve the proposed Development (collectively, the "BPW Improvements").

The Developer ~~shall~~ must submit an estimate of the costs associated with the BPW Improvements for review, approval, and confirmation of the 150% performance bond(s) or irrevocable letter(s) of credit.

The escrow, performance bond, or irrevocable letter of credit may be provided by a third party on behalf of the Developer, if the Developer so desires.

If the BPW Improvements are completed in an incremental or phased manner, the escrowed funds, performance bond, or irrevocable letter of credit may be an amount reasonably determined by the BPW, in its sole discretion, to be 150% of the cost of the BPW Improvements to be constructed by Developer for a given phase.

The escrow funds, performance bond, or irrevocable letter of credit for the BPW Improvements ~~shall~~ **must** not be released until the BPW Improvements for the applicable phase are accepted by the BPW.

The escrow funds, performance bond, or irrevocable letter of credit for any off-site improvements ~~shall~~ **must** not be released until after the off-site improvements are complete.

(Dutchmen's Harvest Development Agreement, Section 2.21)

5.1.4 Developer Obligation

Developer ~~shall~~ **must** accept responsibility for the costs and expenses of designing, permitting, installing, and inspecting all BPW Improvements.

Developer ~~shall~~ **must** also be responsible for its pro rata share of the costs to construct, install, and otherwise provide for the planned sewer extension improvements outside of the Property.

(Dutchmen's Harvest Development Agreement, Section 2.6)

5.1.5 Guarantee

Developer ~~shall~~ **must** maintain and, as necessary, repair the BPW Improvements to be constructed by Developer until the complete BPW Improvements are accepted by the Lewes BPW.

Developer ~~shall~~ **must** provide the Lewes BPW a construction guarantee for the correction of all defects and deficiencies in the BPW Improvements constructed or installed by Developer and accepted by the BPW that occur or become evident within one (1) year after final acceptance by the Lewes BPW of the complete BPW Improvements, provided such defect or deficiency is not caused by an action of the BPW.

If any such defect or deficiency, not caused by the action of the Lewes BPW, occurs or becomes evident during such period, then Developer ~~shall~~ **must**, within thirty (30) days after written demand from the BPW to do so, correct it or cause it to be corrected.

If the Lewes BPW, in its sole discretion, has to complete an emergency repair, Developer ~~shall~~ **must** fully reimburse the Lewes BPW the actual cost of said emergency repair.

Developer ~~shall~~ **must** provide a maintenance bond in the amount of 10% of the construction costs of the BPW Improvements or, in the alternative, a deposit sum equal to 10% of the construction costs of the BPW Improvements in an escrow account the disposition of which ~~shall~~ **must** be directed by the Lewes BPW, for a period of one (1) year from the final acceptance by the Lewes BPW of the complete BPW Improvements.

Upon expiration of the one (1) year maintenance bond period, the Lewes BPW ~~shall~~ **must** promptly return the maintenance bond. If the BPW Improvements are accepted in phases, the guarantee requirements of this Section ~~shall~~ **will** apply to each individually accepted phase.

(Dutchmen's Harvest Development Agreement, Section 2.20)

5.1.6 Insurance

Developer or any site contractor(s) ~~shall~~ **must** obtain and keep in force Contractors' Comprehensive General Liability Insurance, including Contractual Liability Insurance with the below-referenced minimum coverages. The named insureds ~~shall~~ **must** be the Developer, the Developer's site contractor(s), the City of Lewes, and the Lewes BPW. The name of the Development must be included on the certificate of insurance. Construction ~~shall~~ **must** not commence until insurance certificates are provided to the Lewes BPW. The insurance certificate ~~shall~~ **will** be required no later than the pre-construction meeting. If insurance lapses for any reason, the Lewes BPW will coordinate with the agency having jurisdiction to ensure certificates of occupancy ~~shall~~ **may** not be issued until insurance is in force.

- 1) Bodily Injury Liability - \$1,000,000 per person with an aggregate limit of \$3,000,000 per occurrence;
- 2) Property Damage Liability - \$3,000,000;
- 3) Hazard coverage (site contractor(s) only) (explosion, collapse, and underground); and
- 4) Excess or Umbrella Liability - \$5,000,000.

(Dutchmen's Harvest Development Agreement, Section 4)

5.1.7 Review and Acceptance

All work on the BPW Improvements ~~shall~~ **must** be subject to review and approval by the Lewes BPW. Developer ~~shall~~ **must** reimburse the BPW for the actual costs of necessary review. Developer ~~shall~~ **must** also provide the Lewes BPW with any and all surveys, plans, and specifications (architectural, engineering, landscaping, etc.), construction documents, site plans, and similar documents in possession of the Developer. Developer ~~shall~~ **must** also pay to the BPW an administrative fee equal to fifteen percent (15%) of invoices from consultants and professionals assisting with the review, approval, inspection, and acceptance of the BPW Improvements in order to offset the expenses incurred by the BPW in reviewing, approving, inspecting, and accepting BPW Improvements. The BPW ~~shall~~ **must** provide Developer with a summary of all costs of any review, including the ~~above referenced~~ administrative fee, set forth in Section 4.4, charged to the Developer. The BPW ~~shall~~ **may** not accept any dedication of the BPW Improvements until written approval of the condition of the BPW Improvements is provided and an easement is provided to the BPW.

(Dutchmen's Harvest Development Agreement, Section 2.5)

5.2 Improvement Specifications and Design Standards for Major Subdivision

5.2.1 Water Utility

5.2.1.1 Plans

The developer shall ~~shall~~ **must** prepare detailed plans for the water system ~~strict accordance with provisions of this chapter and~~ in accordance with the Lewes BPW specifications. The improvement construction plan must be approved by the Lewes BPW ~~and the City Engineer~~ before any work ~~shall be~~ **is** started.

(City of Lewes Code, Section 170.28)

5.2.1.2 Installation Procedure

The developer has the choice of two methods of constructing lines:

- 1) The developer performs work under contract or by his own work crew. This work must be done under the specifications of the Lewes BPW ~~and under City supervision.~~; **or**
- 2) The developer can request the Lewes BPW to construct lines, **at the Lewes BPW's discretion**:
 - a. ~~The Board of Public Works~~ Lewes BPW puts work out on contract, and the developer will pay for installation costs plus engineering services and administrative fees.
 - b. The work is performed by ~~Board of Public Works~~ Lewes BPW crews on a force-account basis. The developer will pay for costs of materials, labor and engineering services, and administrative fees.

(City of Lewes Code, Section 170.28)

5.2.1.3 Inspection

All water mains and laterals must be installed and inspected according to ~~Board of Public Works~~ Lewes BPW specifications. Water mains must be pressure tested according to ~~Board of Public Works~~ Lewes BPW regulations before any lateral connections can be made.

(City of Lewes Code, Section 170.28)

5.2.1.4 Location

The location of water mains, laterals and appurtenances shall **must** be approved by the ~~Board of Public Works~~ Lewes BPW. All water mains shall be looped if economically feasible in the opinion of the ~~City Engineer~~. All looped lines are totally at the expense of the owner or developer.

(City of Lewes Code, Section 170.28)

5.2.1.5 Size

Water Mains - The required size of the water main will vary with the character and size of the development. The minimum diameter for a water main is eight inches. If any of the water mains in any subdivision become a portion of the primary distribution system, the ~~Board of Public Works~~ Lewes BPW may specify that a larger main be installed than is required for the particular

subdivision. In such case, the additional expense incurred by increasing the size of the main will be assumed by the ~~Board of Public Works~~ Lewes BPW.

Lateral Connections - The minimum diameter of house connections is 3/4 inches. The diameter of lateral connections to apartment, commercial or industrial buildings ~~shall~~ must be designated by or approved by the ~~Board of Public Works~~ Lewes BPW General Manager. Each individual dwelling unit, with the exception of apartment houses and multiple dwellings, ~~shall~~ must have the individual lateral installed to the house.

(City of Lewes Code, Section 170.28)

5.2.2 Sewer Utility

5.2.2.1 Construction

All sewers, sewer laterals and sewer connections ~~shall~~ must be laid in all improved streets before paving where connection with an existing system of sewers is practicable. Water mains and all service connections and all other mains, pipes and conduits and the like ~~shall~~ must be installed before paving of the road except with the express permission of the City. ~~For a period of five years after acceptance of streets by the City, no utility mains and laterals shall be installed in any paved streets. Construction and details of utilities are governed by appropriate sections of this chapter.~~

(City of Lewes Code, Section 170.29)

5.2.2.2 Plans

The developer ~~shall~~ must prepare detailed plans for the sanitary sewer system in ~~strict accordance with the provisions of this chapter and in~~ accordance with the ~~Board of Public Works~~ Lewes BPW specifications. The improvement construction plan must be approved by the Board of Public Works ~~and the City Engineer~~ before any work ~~shall be~~ is started.

(City of Lewes Code, Section 170.29)

5.2.2.3 Installation Procedure

The developer has the choice of two methods of constructing lines:

- 1) The developer performs work under contract or by his own work crew. This work must be done under the specifications of the ~~Board of Public Works~~ Lewes BPW (attached as Exhibit D) ~~and under City supervision~~ and all lines must be tested according to the ~~Board of Public Works~~ Lewes BPW standards; or
- 2) The developer can request the Lewes BPW to construct lines, at the Lewes BPW's discretion:
 - a. The ~~Board of Public Works~~ Lewes BPW puts work out on contract, and the developer will pay for installation costs plus engineering services and administrative fees.
 - b. The work is performed by ~~Board of Public Works~~ Lewes BPW crews on a force-account basis. The developer will pay for costs of materials, labor and engineering services, and administrative fees.

(City of Lewes Code, Section 170.29)

5.2.2.4 Location

The location of sewer lines, laterals and appurtenances ~~shall~~ **will** be designated by the Board of Public Works.

(City of Lewes Code, Section 170.29)

5.2.2.5 Size

The required size of sewer mains will vary with the character and size of the development. The minimum diameter for sewer mains is eight inches. If any of the sewer mains in any subdivision become a portion of the primary distribution system, the ~~Board of Public Works~~ **Lewes BPW** may specify that a larger main and/or greater depth be installed than is required for the particular subdivision. In such case, the additional expense incurred by increasing the size and/or greater depth of the main will be assumed by the ~~Board of Public Works~~ **Lewes BPW**.

The minimum diameter of house connections is six inches. The diameter of lateral connections to apartment, commercial or industrial buildings ~~shall~~ **must** be designated by or approved by the ~~Board of Public Works~~ **Lewes BPW**. Each individual dwelling unit, with the exception of apartment houses and multiple dwellings, ~~shall~~ **must** have an individual lateral installed to the house.

(City of Lewes Code, Section 170.29)

5.2.2.6 Materials

All materials used for sewer mains, laterals and appurtenances must be equal to or better than the minimum standards and specifications established by the ~~Board of Public Works~~ **Lewes BPW** for sewer construction work. ~~Copies of the specifications are on file at the Board of Public Works office.~~

(City of Lewes Code, Section 170.29)

5.2.3 Stormwater Management System

5.2.3.1 Plans

The developer ~~shall~~ **must** prepare detailed plans for the stormwater management system in strict accordance with provisions of this chapter and in accordance with **Lewes BPW** specifications. The improvement construction plan must be approved by the ~~Board of Public Works~~ **Lewes BPW** and the City Engineer before any work ~~shall be~~ **is** started.

(City of Lewes Code, Section 170.30)

5.2.3.2 Installation Procedure

The developer has the choice of two methods of constructing lines:

- 1) The developer performs work under contract or by his own work crew. This work must be done under the specifications of the ~~Board of Public Works~~ **Lewes BPW** (attached as Exhibit D) and under City supervision and all lines must be tested according to the ~~Board of Public Works~~ **Lewes BPW** standards; or

2) The developer can request the Lewes BPW to construct lines, at the Lewes BPW's discretion:

- a. The ~~Board of Public Works~~ Lewes BPW puts work out on contract, and the developer will pay for installation costs plus engineering services and administrative fees.
- b. The work is performed by ~~Board of Public Works~~ Lewes BPW crews on a force-account basis. The developer will pay for costs of materials, labor and engineering services, and administrative fees.

(City of Lewes Code, Section 170.30)

5.2.3.3 Location

The location of stormwater drain lines, laterals and appurtenances shall must be designated by the ~~Board of Public Works~~ Lewes BPW.

(City of Lewes Code, Section 170.30)

5.2.3.4 Size

Storm sewers shall must ~~have to~~ be a minimum diameter of 15 inches and a minimum grade of 0.5%. If any of the storm sewer drains become a portion of the primary storm sewer system of the City, the ~~Board of Public Works~~ Lewes BPW may require that a larger main and/or a greater depth be required than is required for the particular subdivision. ~~In such case the additional expense incurred by increasing the size and/or depth of the main will be assumed by the City.~~

(City of Lewes Code, Section 170.30)

5.2.3.5 Manholes

Manholes shall must not be more than 300 feet apart on sizes up to 24 inches and not more than 450 feet apart on greater sizes. When approved by the ~~Board of Public Works~~ Lewes BPW, inlets may be substituted for manholes.

(City of Lewes Code, Section 170.30)

5.2.3.6 Changes in Direction

Special sections of radii of 10 to 15 feet shall must be constructed when abrupt changes are made in alignment.

(City of Lewes Code, Section 170.30)

5.2.3.7 Materials

All materials used for storm sewer mains and appurtenances must be equal to or better than the minimum standards and specifications established by the ~~Board of Public Works~~ Lewes BPW for storm sewer construction work. ~~A copy of specifications is on file at the Board of Public Works office.~~

(City of Lewes Code, Section 170.30)

5.2.3.8 Stormwater Runoff

Stormwater runoff from any lot shall ~~shall~~ **must** not discharge water over a sidewalk or potential sidewalk. Drains shall ~~shall~~ **must** extend under the sidewalk or potential sidewalk to the gutter or into the stormwater management system for the street.

(City of Lewes Code, Section 170.30)

5.2.3.9 Compliance

In addition to the requirements of this section, the stormwater management system shall ~~shall~~ **must** be in compliance with the Stormwater Management Manual provided by the Sussex County Conservation District. The necessary permit must be obtained from them and acknowledged by the ~~Board of Public Works~~ **Lewes BPW** prior to any clearing, grubbing, etc., of the site.

(City of Lewes Code, Section 170.30)

5.2.4 Electric Utility

5.2.4.1 Plans

The developer shall ~~shall~~ **must** prepare detailed plans for the electric utility in strict accordance with the ~~provisions of this chapter and in accordance with the Board of Public Works~~ **Lewes BPW** specifications. The improvement construction plan must be approved by the ~~Board of Public Works~~ **Lewes BPW** and the City Engineer before any work shall be ~~is~~ started.

(City of Lewes Code, Section 170.31)

5.2.4.2 Installation Procedure

The developer has the choice of two methods of constructing lines:

- 1) The developer performs work under contract or by his own work crew. This work must be done under the specifications of the ~~Board of Public Works~~ **Lewes BPW** (attached as **Exhibit E**) and under City supervision; ~~or~~
- 2) The developer can request the Lewes BPW to construct lines, at the Lewes BPW's discretion:
 - a. The ~~Board of Public Works~~ **Lewes BPW** puts work out on contract, and the developer will pay for installation costs plus engineering services and administrative fees.
 - b. The work is performed by ~~Board of Public Works~~ **Lewes BPW** crews on a force-account basis. The developer will pay for costs of materials, labor and engineering services, and administrative fees.

(City of Lewes Code, Section 170.31)

5.2.4.3 Location

The location of electric lines and appurtenances shall ~~shall~~ **must** be approved by the ~~Board of Public Works~~ **Lewes BPW**. All electric service shall be looped if economically feasible in the opinion of the ~~City Engineer~~. All looped lines are totally at the expense of the owner or developer. All electric lines shall ~~shall~~ **must** be located underground.

(City of Lewes Code, Section 170.31)

5.2.4.4 Streetlights

Streetlights ~~shall~~ must be in compliance with the ~~Board of Public Works~~ Lewes BPW's electrical utilities specifications for developers (attached as Exhibit E). The cost of installation of electric utilities ~~shall~~ will be borne entirely by the developer or person/entity installing said streetlight.

[INSERT INFORMATION ON HOW TO HANDLE REQUESTS FOR UPGRADES]

(City of Lewes Code, Section 170.31)

DRAFT

Exhibits

DRAFT

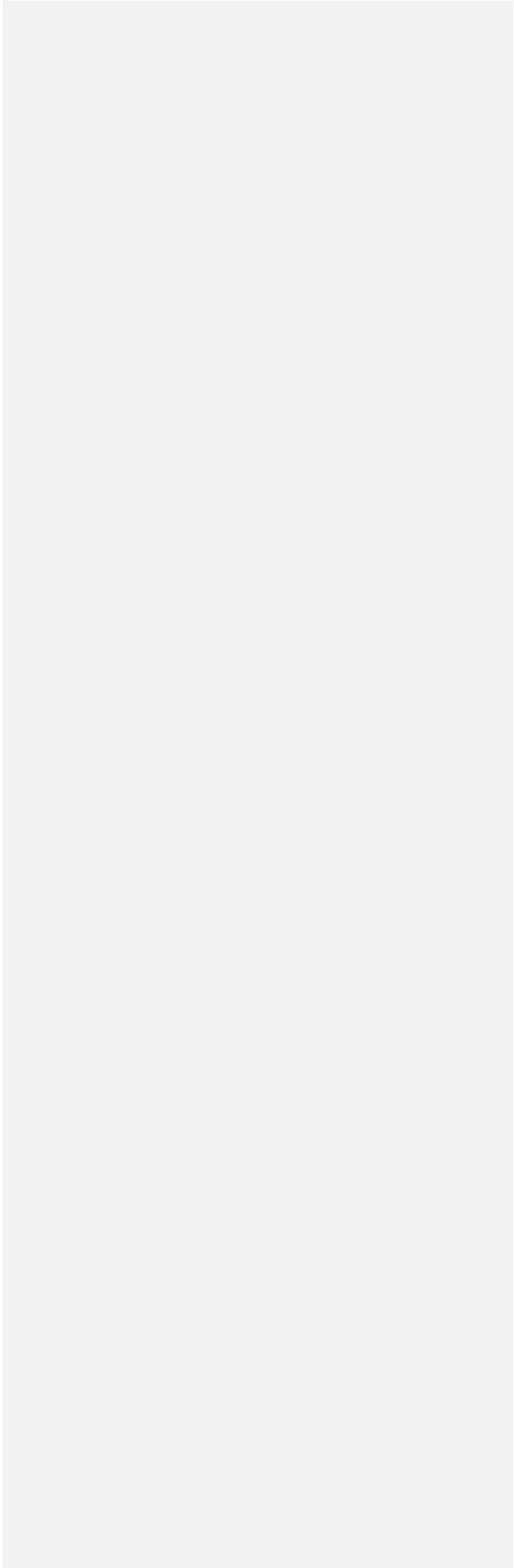


Exhibit A: Statement of Objectives and Guidelines for the Investment of the Board of Public Works Funds

DRAFT

Exhibit B: Electric Tariff

DRAFT

Exhibit C: Stormwater Utility Tariff

DRAFT