

TIDEWATER UTILITIES, INC.  
P.S.C. DEL. NO. 6  
TWENTY-THIRD REVISED TARIFF COVER PAGE  
CANCELING  
TWENTY-SECOND REVISED TARIFF COVER PAGE  
MARCH 31, 2021  
EFFECTIVE DATE: APRIL 1, 2021

TIDEWATER UTILITIES, INC.

Schedule made and filed by Tidewater Utilities, Inc., pursuant to the requirements of the Public Service Commission of the State of Delaware, showing the rates, charges, rules and regulations applicable to its water service in the State of Delaware.

Tariff for

Water Service

Applicable To Service Areas in

New Castle, Kent and Sussex Counties, Delaware

By: A. Bruce O'Connor, President  
1100 South Little Creek Road  
Dover Delaware 19901  
1-800- 523-7224 or 302-734-7500

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TIDEWATER UTILITIES, INC.

I. RULES AND REGULATIONS GOVERNING WATER SERVICE AND SERVICE RATES AND CHARGES

1. APPLICATIONS FOR SERVICE

1.1 DEFINITIONS:

- a) “Customer” means the owner or lessee of the property, or any person, partnership, firm, association or corporation or governmental agency being supplied with water by the Company.
- b) “Company” means Tidewater Utilities, Inc.
- c) “Premises” means the land and building or structure owned, rented or leased by the customer.
- d) “Water Main” means a water pipe line owned and maintained by the Company, located in public rights-of-way or utility easements, which distributes water to the premises of one or more customers.
- e) “Commission” means Delaware Public Service Commission.
- f) “Unit” means commercial space from which a business is operated or a dwelling occupied or intended to be occupied as separate living quarters by a single family, a group of persons living together as a household or a person living alone, consisting of a house, townhouse, mobile home, apartment or efficiency apartment, containing private kitchen, bathroom and sleeping facilities.
- g) “Office of the Company” means 1100 South Little Creek Road, Dover Delaware 19901; Telephone (800) 523-7224 or (302) 734-7500.

1.2 WRITTEN APPLICATION FOR CONNECTION AND SERVICE:

A new water service connection will be made and water furnished upon receipt of written application signed by the property owner or lessee, or his properly authorized agent, together with payment of the service connection charge and deposit, if any. Application forms for this purpose will be furnished by the Company and all applications must receive the approval of the Company before connection is made or water furnished.

1.3 APPLICATION FOR SERVICE:

Where a connection had been previously installed and new water service is desired, for example, because of a change of ownership or occupancy, a proper written or oral notification is to be made by the owner or lessee. The Company shall have the right upon ten days notice to disconnect water service to the premises until such notification is made and approved.

1.4 COMMENCEMENT OF SERVICE:

Upon installation of a service connection and turn on of water service to the property, the quarterly billing period will commence, regardless of the date when the customer may make first actual use of such connected and available services.

1.5 RENEWAL OF DISCONTINUED SERVICE:

Service will be renewed under a proper application when the conditions under which such service was discontinued are corrected and upon the payment of all charges and amounts due as provided in the schedule of rates and rules of the Company.

2. CUSTOMER DEPOSITS AND BILLINGS

2.1 GENERAL:

The Company may require deposits from customers who have failed to make timely payment to secure future payment of bills for water service. The amount of the deposit shall equal the applicable minimum service charge for a period of two billing periods.

2.2 INTEREST ON DEPOSITS:

Interest on the deposit will accrue at the current rate approved by the Commission. Interest accruing on customer deposits will be credited to the customers' bills once every twelve months.

2.3 RETURN OF DEPOSITS:

Deposits received from customers will be held for eight consecutive billing periods. If the depositor's water bill has been paid in full by the due date for each such eight consecutive billing periods, the deposit will be refunded by a credit to the customer's account, with interest, on the ninth quarterly billing period.

3. SERVICE CONNECTIONS

3.1 COMPANY MAINS AND SERVICE LINES:

The Company will make all connections to its mains, furnish and install and maintain all service lines from the main to and including the curb stop and box, or meter stop and meter box, which will be placed inside the curb line, all of which service lines will be the property of the Company and under its control. The Company reserves the right to determine the size and kind of the Company service line which runs from the water main to the curb stop or meter stop and which is to be installed by the Company at the rates usually charged for such installation. The minimum size service for commercial customers shall be one inch.

3.2 PROPERTY OWNER SERVICE LINE:

The Company will prescribe the size, type and class of pipe and all materials laid between the curb stop and the property which is to be furnished and installed by the owner of the property. All service lines must have a meter pit with approved yoke and stops installed within ten feet of the property line. All service lines from the curb to the property must be laid in a straight line and at least 42" below the surface of the ground.

The customer shall install all service lines located on its premises in accordance with the following Company specifications: Minimum size of  $\frac{3}{4}$  inch diameter pipe: SCH 40 PVC, SDR-7 or SDR-9, connected only with glue or compression fittings. No hose clamp fittings shall be permitted. The customer shall also install a proper shut-off valve in the service line before such line enters the customer's building, structure or water fixtures.

The Company shall not be responsible for low water pressure caused by abnormally long and/or undersized service lines.

3.3 STANDBY OR SUPPLEMENTAL CONNECTION:

A customer desiring water service for standby to supplement his present water supply shall make application for service and agree to a water service contract. Under no circumstances shall a Company water service be connected to any other source of water. A positive air break of at least six inches must be maintained between Company water supplies and any other water source.

3.4 SEPARATE TRENCH:

No water service pipe shall be laid in the same trench with gas pipe, drain or sewer pipe, or electric cable, or any other facility. All sewer connections must be laid in a separate trench having a minimum 10-foot separation.

3.5 PROPERTY SUPPLIED BY SINGLE SERVICE LINE:

A customer service line from the meter to a property shall not supply more than one property, except under special circumstances approved in writing by the Company. Any such property upon written request of the owner may be supplied by two or more meters, each of which shall be considered for billing purposes as being one customer account, and provided that each supply to each such meter has an individual control at or near the curb. Installation or continuance of any such multiple meter applications shall be in the discretion of the Company, and the Company shall have the right to reduce, modify or discontinue any service as it sees fit.

3.6 CROSS CONNECTION CONTROL

- a) A cross connection is any pipe, valve or other physical connection or other arrangement or device connecting the pipelines of the Company, or facilities directly or indirectly connected therewith, to and with pipes or fixtures by which any contamination might be admitted or drawn from lines other than the Company's into the distribution system of the Company, or into lines connected therewith.
- b) No direct connection of pumping equipment for any purpose or cross-connection with any other piping system will be allowed unless approved in writing by the Company.
- c) The Company reserves the right to require any customer, owner or tenant to install, at their expense, and as part of a service connection such equipment or material which it deems necessary and as may be acceptable or required from time to time by any regulatory agency or good engineering practices, to prevent backflow into the water supply and minimize or eliminate contamination of its water supply system.
- d) Backflow preventors shall be required in all domestic, commercial, industrial, public and municipal services where water is used in any process which, in the opinion of the Company, could constitute a cross-connection and/or health hazard. Customer shall install backflow preventers on their service lines when they connect any irrigation system or equipment on their property. All back flow prevention equipment must be approved by the Company prior to installation.

3.6 CROSS CONNECTION CONTROL – Continued

- e) Upon issuance of a non-potable water well permit and installation of such non-potable well on customer's property, and in accordance with Title 7 Chapter 60 §6075 (d), the Company may inspect the well at any reasonable time to insure that there are not interconnections with any portion of any building's plumbing and/or the Company's water service connection. Additionally, the Company may conduct an inspection for interconnections with a non-potable well upon valid reasons including suspicious water usage

4. DISCONTINUANCE OF SERVICE

4.1 AT THE REQUEST OF THE CUSTOMER:

All agreements regarding water service shall continue in full force and effect until and unless reasonable oral or written notice is given of a desire to terminate the contract by reason of a customer moving off the Company's system in the event of a change in ownership or occupancy. Water may be turned off from the premises temporarily upon the oral or written request of the customer and upon payment to the Company of the approved Turn-off Charge without in any way affecting the existing agreement for service or the customer's duty to pay the approved Facilities Charges. In the event a Seasonal Turn Off is requested, the customer shall pay the approved seasonal Turn-off Charge at the time of the turn off. In each case service will be restored upon payment of any required Turn-on Charge and other amounts due before service is restored.

4.2 BY COMPANY:

Service may be discontinued by the Company for any of the following reasons:

- (a) For the use of water for any property or purpose other than described in the application.
- (b) For the willful waste of water through improper or imperfect pipes, fixtures, use or otherwise.
- (c) For tampering with or damaging any service pipe, meter, curb stop, cock, or seal, or any other equipment or appliance of the Company.
- (d) In case of vacancy of the property.
- (e) For neglecting to make or renew deposits or for nonpayment of any charge due under the rules or tariff of the Company.
- (f) For refusal of reasonable access to the property for purpose of inspecting, reading, or removing the meter, and for failure to afford Company access to the meter at least once every three months during the Company's regular working hours, on Monday through Friday.
- (g) For making or refusing to sever any cross-connection between a pipe or a fixture carrying water furnished by the Company and a pipe or fixture carrying water from any other source.
- (h) For nonpayment of water service or repair charges.
- (i) For interfering with or adversely affecting or impairing service to other customers of the Company.
- (j) For extending service lines or other water lines to other buildings, structures or water fixtures without first obtaining prior written approval of the Company and/or refusing to pay the applicable tariff for such extensions of the Company's water service.

- (k) For refusal to have water pipes properly arranged for meter installation.
- (l) If water bills have not been paid in twenty days, water service may be discontinued in accordance with the delinquent bill procedures provided in these rules. For temporary shut-off either requested by a customer or for failure to pay past due bills there will be a charge for turning off and there will be a charge for turning back on.
- (m) For violation of any rules of the Company as filed with the Public Service Commission or any violation of State or Municipal regulations governing such water service.
- (n) The Company can discontinue service immediately when it receives notice that a customer has issued a bad check to cover a past due water account that was scheduled for disconnection due to non-payment.
- (o) For any other reasons set forth in the regulations of the Commission (“Minimum Standards Governing Service Provided by Public Water Companies”).

#### 4.3 TURNING OFF WATER WITHOUT AUTHORITY:

A service may be turned on or turned off only by the Company. The customer shall not turn the water on or off at any curb or meter stop or disconnect or remove the meter or permit its disconnection or removal without the written consent of the Company. Turning on or turning off service shall not be deemed as a discontinuance of service or a termination of the service contract.

4.4 TEMPORARY DISCONTINUANCE OF SERVICE:

As necessity may arise in the case of breakdown, emergency or any other unavoidable cause, the Company shall have the right to shut off the water supply temporarily in order to make the necessary repairs, connections, etc.; but the Company will use all reasonable and practical measures to notify the customer in advance of such temporary discontinuance of service. In such case, the Company shall not in any way be liable for any loss or damage or any inconvenience suffered by the customer or any claim of any nature for interruption in service, lessening of supply, inadequate pressure, poor quality of water, or for any other cause beyond its control. When a supply of water is to be temporarily shut off, notice will be given, when practicable, to all customers affected by the shutting off, stating the probable duration of the interruption of service, and also the purpose for which the shut off is made.

4.5 RESERVATION AND REGULATION OF SUPPLY:

The Company shall have the right to reserve a sufficient supply of water at all times in its reservoirs to provide for fire service (if applicable) and other emergencies, and may restrict or regulate the quantity or manner of water used by the customer in case of scarcity or whenever the public welfare may require it.

4.6 ACCESS:

Company's authorized agent may have access to customer's premises during regular business hours or at such other times as may be necessary in the case of an emergency. Whenever practicable, the Company will notify the customer in advance of its intent to access the premises.

5. METERS

5.1 METERS FURNISHED BY THE COMPANY:

All meters will be furnished and installed by the Company and will remain the property of the Company and be accessible to and subject to its control.

5.2 ALL SERVICES TO BE METERED:

Each service line from a curb to a property shall be metered, and the Company reserves the right to determine the size and type of the meter (including remote meters and appurtenances).

5.3 LOCATION OF METERS:

All meters shall be set in suitable below ground meter boxes or in a suitable location on the outside or inside of a building on the premises, by the Company. A below-ground meter box shall be located within ten feet of the property line. Meters 1-1/2" and larger shall be set within the building in an open space so that the meter is accessible at all times for reading and repair. A meter shall never be placed behind an appliance, heating equipment, or other fixtures hindering its free and easy access. In cases where it is not practical to put a meter within a building, or at the discretion of the Company, a brick or concrete pit shall be provided at the owner's cost to house the meter. A suitable steel or cast-iron cover shall be provided. The Company shall make available to the customer or his agents a drawing of the meter box. All meters three inches and larger shall be provided with a bypass to provide the customer with emergency water. After plumbing has been installed and tested, the meter bars must be removed, bypasses closed, and the water shut off at the curb so that the water is not available until the meter has been installed.

Remote meters and related appurtenances may be installed in a form and location determined by the Company. The customer shall provide reasonable access to such equipment.

Water service for construction purposes will be supplied through a metered connection.

5.4 RESPONSIBILITY FOR DAMAGE:

Meters will be maintained and repaired by the Company so far as ordinary wear and tear are concerned; but damage due to freezing, hot water, or external damage due to negligence of the customer shall be paid for by the customer. The Company's judgment shall be final and binding in all matters pertaining to repairs to meters.

5.5 COST OF REPAIR OR REINSTALLATION:

The charge for repair or reinstallation or changing of the meter when removed because of damage in any way due to the negligence of the customer will be charged for on the basis of labor and materials to repair.

5.6 MINIMUM CHARGE:

Every meter is installed subject to a fixed Facilities Charge in accordance with the Company's established service rates.

5.7 NOTICE TO COMPANY OF METER PROBLEMS:

The customer shall immediately notify the Company of injury to or the inaccuracy or non-working of the meter as soon as it comes to his knowledge.

5.8 REGISTRATION CONCLUSIVE:

The quantity recorded by the meter shall be conclusive on both the customer and the Company, except when the meter has been found to be registering inaccurately or has ceased to register. In such case the quantity may be determined by the average registration of the meter when in order.

5.9 DISPUTED ACCOUNT:

In case of a disputed account involving the accuracy of the meter, such meter will be tested upon the request of the customer in conformity with the provisions of the rules and regulations of the Commission pertaining to water utilities. In the event that the meter so tested is found to have an error in registration in excess of 2%, slow or fast, the bills will be increased or decreased accordingly, as provided by the aforesaid rules.

5.10 REQUEST FOR METER TEST:

When meters are removed after installation, at the request of the customer for testing, the following rules of the Commission will apply:

Upon request by a customer, the utility shall make a test of the accuracy of the registration of the meter serving his premises.

If the meter is found to be within 2% of zero error the customer may be billed for the testing. The amount of the fee shall be \$30.06, for meter service up to one inch, and for other domestic services up to two inches the fee shall be \$60.11. If the meter is found to be greater than 2% of zero error the customer shall not be charged for testing.

The customer or his representative may be present when the meter is tested. In either case, a written report of the results of the test shall be made to the customer within a reasonable time after the completion of the test. A record of the report along with the complete record of the test shall be kept on file at the utility's office for at least three years.

5.11 PERIODIC METER TESTS:

In order to check the accuracy of registration of meters in service, periodic tests shall be made by the Company and at intervals not exceeding the following rules of the Commission:

- |     |                         |                     |
|-----|-------------------------|---------------------|
| (1) | 5/8 in. and ¾ in.       | Once every 15 years |
| (2) | 1 in. and 1-1/2 in.     | Once every 10 years |
| (3) | 2 in., 3 in., and 4 in. | Once every 3 years  |
| (4) | 6 in. and larger        | Once every year     |

6. PUBLIC FIRE SERVICE

6.1 ALLOWABLE USE:

No person except an authorized agent of the Company or other person authorized by the Company shall take water from any public fire hydrant or hose plug, except for fire purposes or the use of the fire department in case of fire, and no public fire hydrant shall be used for sprinkling streets, flushing sewers or gutters, or for any other purposes except with the approval and consent of the Company.

6.2 MAINTENANCE:

All Company-owned fire hydrants shall be maintained by the Company. The Company assumes no maintenance, repair or ownership responsibility for any fire hydrant installed by a developer, builder or customer unless and until such fire hydrant has been accepted by the Company as part of its public fire service system.

6.3 CHANGE OF LOCATION:

Upon written request for a change in the location of any fire hydrant, the Company, if an approved location can be found, will make such change at the expense of the person making the request. Charges shall be based on time and material to make such changes.

6.4 INSPECTION:

Upon request of the Fire Marshall or duly authorized officials of any municipality or governing body, the Company will make inspections at convenient times and at reasonable intervals to determine the condition of the fire hydrants, such inspections to be made by a representative of the Company and a duly authorized representative of the Fire Marshall or municipality.

7. RESPONSIBILITY OF THE COMPANY

7.1 LIMITATION OF COMPANY RESPONSIBILITY:

It is agreed by the parties receiving fire service and any other water service, that the Company does not assume any liability as insurer of property or person and that the Company does not guarantee any continuing or special service, pressure, capacity, or facility. It is agreed by the parties receiving services that the Company shall be free and exempt of any and all claims for loss, damage or injury to any person or property by reason of fire, water leak or flood, failure to maintain water pressure or capacity.

8. BILLS AND PAYMENT

8.1 PLACE OF PAYMENT:

Bills are payable at the office of the Company or other designated location, forthwith upon receipt.

8.2 BILLS RENDERED AND DUE:

Regular meter readings will be made quarterly and bills will be rendered as soon as possible after the reading of the meter. All bills are due and payable upon presentation or delivery. All billings are payable at the Office of the Company.

All charges will be in accordance with tariffs approved by the Commission, a copy of which is attached hereto.

Quarterly Facilities Charges shall not be reduced or discounted for any reason except in the event of a Seasonal Turn Off, or new customer connection in which case the Facilities Charge will be prorated.

8.3 DELINQUENT BILLS:

If a bill remains unpaid for a period of twenty-five (25) days from the date rendered it shall be classified as delinquent, and a late notice will be sent. If the bill is then not paid within ten (10) days of mailing of the late notice and if payment arrangements are not made service will be terminated. If service is thus terminated it will not be restored until all unpaid bills and charges including the turn off and turn on charges are paid or satisfactory arrangements are made for payment. If the bill serves a multi-dwelling premise, a tag will be attached to the entrance door and the service will be terminated within forty-eight (48) hours.

The Company shall charge a late fee payment of 0.75% per month on all account balances that are not paid within thirty (30) days from the date rendered.

8.4 SEASONAL TURN OFFS:

Customers may request a Seasonal Turn Off by giving notice to the Company and paying the Seasonal Turn Off Charge. During the period of the Seasonal Turn Off, the Customer will not be required to make payment of the Facilities Charge. Service thus suspended will not be restored until all unpaid bills and charges including turn off charges are paid or satisfactory arrangements are made for payment. The amount of the Seasonal Turn Off Charge will depend upon meter size and is set forth below.

8.5 TEMPORARY SHUT OFFS:

Customers desiring an abatement from water bills due to vacancy shall give notice in writing to the Company requesting that water service be temporarily shut off. Temporary Turn-off and Turn-on Charges will apply. No abatement on water bills will be made for leaks or for water wasted by damaged fixtures.

9. GENERAL

9.1 COMPLAINTS:

Complaints with regard to the character of quality of service furnished or the reading of meters or the bills rendered, must be made at the Company's office, and a record of such complaint will be kept by the Company, giving the name and address of the complainant, the date and nature of the complaint, and the date and nature of the remedial action taken by the Company.

9.2 GENERAL:

All pipes, meters and fixtures shall be subject at all reasonable hours to inspection by properly identified employees of the Company. No plumber, owner, or other unauthorized person shall turn the water on or off at the curb or meter stop or disconnect or remove the meter without the consent of the Company.

No agent or employee of the Company has authority to bind it to any promise, agreement, or representation not provided for in these rules and regulations.

The Company reserves the right, subject to the approval of the Public Service Commission, to change, take from, or add to, the foregoing rules and regulation.

II. RULES GOVERNING EXTENSIONS

1. PURPOSE

- 1.01 The purpose of these rules is to establish a uniform system for the control of all engineering, construction and account procedures used by Tidewater Utilities, Inc. in making water main extensions.

- 1.02 Any policies or procedures indicated herein which may conflict with the provisions of any written agreement pertaining to the installation of water facilities to or within any property development or subdivision shall be superseded by the terms of such specific agreement.

2. PLANS

- 2.01 The developer shall submit two sets of preliminary plot plans of new developments or subdivisions or of changes within a subdivision to the Company at the same time that such information is presented to other agencies having jurisdiction or control.
- 2.02 Upon approval of the plot plan by other controlling agencies, the developer will furnish the Company with two sets of such approved drawings showing street names, street numbers (if available) and lot numbers. The Company will design and layout the water distribution systems showing the size of mains, location of valves, fittings, hydrants, and other appurtenances, and will return one set of drawings to the developer for approval.
- 2.03 The developer shall be responsible to furnish the Company with a drawing reproducible in written and electronic form, showing street names, street numbers (if available), lot numbers, and the water distribution system as laid out by the Company and approved by the developer, at no cost to the Company.

3. REQUESTS FOR WATER MAIN EXTENSIONS

- 3.01 The developer shall submit to the Company, in writing, all requests for water main extensions. Said requests will indicate the street names and lot numbers proposed to be served by the extension.
- 3.02 Upon receipt of a request for an extension, the Company will prepare and submit to the developer an appropriate agreement pertaining to the facilities to be provided and the work proposed to be done.

- 3.03 The developer shall execute said agreement and return same to the Company with a deposit equal to the total estimated cost, as set forth in the agreement, prior to the time when he desires work to be started.
- 3.04 The developer should take into account the time required to obtain materials and necessary permits. Materials will not be ordered until executed agreements and deposits are received by the Company.
- 3.05 If an individual customer is not near an existing main, the customer must apply for the necessary extension. If the Company cannot justify the cost of a main extension, the Company and customer shall enter into an agreement providing for payment of the cost of such extension.

4. PERMITS

- 4.01 The Company will be responsible for obtaining Department of Health, Fire Marshall, State Highway Department, and such other water facility construction permits as may be required.

5. WATER MAIN INSTALLATIONS

- 5.01 The installation of all water mains and appurtenances shall be performed by the Company or the Company's contractor. No developer shall be permitted to enter into a contract for the installation of water mains, nor shall he be permitted to make such installation with his own equipment and personnel, unless approved in advance and inspected by the Company. All installations shall conform to the Company's specifications.
- 5.02 The developer shall be responsible to perform and furnish the following:
- (a) Provide a suitable area for stockpiling or stringing of pipe materials so that they may remain in a fixed location until completion of installation.

- (b) Rough grade the limits of street rights-of-way for the total length of the extension.
  - (c) Provide a water main stake-out on the property line of the same side of the street on which the main is to be laid. Said stake-out shall indicate the off-set distance from the stake to the center line of pipeline, the cut required from the top of stake to the invert of the pipeline (the minimum cover from finished grade to top of pipe is four feet), the location of valves, fittings and fire hydrants. Stakes are to be set no farther apart than one hundred feet on straight runs and fifty feet on all curves.
- 5.03 When the provisions of Paragraph 5.02 have been met and materials have been received, construction of water main will begin.
- 5.04 Upon completion of installation, the water main will be tested and disinfected for twenty-four hours prior to being thoroughly flushed, after which time it shall be put into service.

6. REQUESTS FOR SERVICE INSTALLATIONS

- 6.01 All water service lines extending from the main to the property will be installed by the Company or the Company's contractor.
- 6.02 The service connection fee for water services shall be the tariff in effect as approved by the Commission. Services provided for this fee include the furnishing and installing of water meter, meter pit and stops for ¾" and 1" services and furnishing and installing water meter and stops for 1-1/2" and 2" services. The customer shall provide the meter pit and stops for 1-1/2" or larger meters.

- 6.03 Requests for water service installations will be made in writing by the developer, or the property owner or lessees, at least forty-five (45) days in advance of the date on which they are desired to put into service. Said requests will make reference to specific street addresses and lot numbers for which water service is requested. Payment in accordance with Paragraph 6.02 shall accompany a request for water service installations.
- 6.04 Water services will not be connected to mains until said mains have been tested, disinfected, flushed and put into service.
- 6.05 The Company shall determine the location of the water service location. Finished grade will be indicated by the developer or owner on a stake so that the meter box can be installed to grade.
- 6.06 Upon completion of installation the Company or its contractor shall install a stake extending at least three feet above-ground level immediately adjacent to the meter box to indicate its location.

7. ADJUSTMENTS TO FACILITIES

- 7.01 Any adjustments of the Company's facilities which may be necessitated due to changes in grade or due to damage by others will be done by the Company or its contractor at developer's expense.
- 7.02 If any valve boxes, curb boxes, or meter pits are covered up or damaged by others, these facilities will be located and brought to proper grade by the Company or its contractor at developer's expense.
- 7.03 Developer shall not, under any circumstances, operate or alter or allow others to operate or alter the Company's facilities. Any operation or alteration of the Company's facilities will be done by the Company's personnel upon request.

8. MISCELLANEOUS

- 8.01 These rules and regulations supplement all applicable regulations governing service supplied by water companies adapted by the Commission (“Minimum Standards Governing Service Provided by Public Water Companies”).
- 8.02 The Company reserves the right to amend, change, revoke or add to these rules, and any such change shall have only prospective effect.

TARIFF SCHEDULE OF RATES

1. GENERAL WATER SERVICE CHARGES:

General Water Service customers are charged a Facilities Charge plus a Water Consumption Charge and a Public Fire Hydrant Charge, where applicable:

(a) FACILITIES CHARGES:

A Facilities Charge payable in advance is based on the customer's meter size, as follows:

Meter Size	Monthly Facilities Charge	Quarterly Facilities Charge
5/8" - 3/4"	\$ 18.20	\$ 54.60
1"	\$ 30.33	\$ 90.99
1-1/2"	\$ 54.61	\$ 168.83
2"	\$ 84.95	\$ 254.85
3"	\$ 163.83	\$ 491.49
4"	\$ 254.85	\$ 764.55
6"	\$ 497.55	\$ 1,492.65
8"	\$ 776.67	\$ 2,330.01
10"	\$ 1,032.77	\$ 3,098.31

(b) WATER CONSUMPTION CHARGES:

Quarterly Residential Customers	Rate per Thousand Gallons
0 – 5,000 gallons	\$7.7248
5,001 – 20,000 gallons	\$7.8243
Over 20,000 gallons	\$7.9252

All other general water service customers are charged for consumption at \$7.9241 per thousand gallons registered on the meter.

(c) PUBLIC FIRE HYDRANT CHARGES:

Where fire hydrants are installed, such districts will be termed Fire Hydrant Districts. A service charge of \$14.22 per quarter, or \$4.74 per month, will be added to the regular Facilities Charge on all services in these districts. Apartment houses, hotels, motels and other multiple unit buildings will be charged one such hydrant service charge of \$14.22 per quarter, or \$4.74 per month, for every four units.

2. PRIVATE FIRE SERVICE CHARGES:

- a) Customers with one service line providing both General Water Service and Private Fire Service (not used for General Water Service purposes) are charged a Private Fire Facilities Charge equal to the charge for a meter the same size as the service line, plus a charge for General Water Service based on the size of the meter, plus a Water Usage Charge, plus a Public Fire Hydrant Charge, if applicable. The Private Fire Facilities Charge is as follows:

Size of Meter	Monthly Facilities Charge	Quarterly Facilities Charge
1"	\$ 8.97	\$ 26.91
2"	\$ 31.45	\$ 94.35
4"	\$133.42	\$ 400.26
6"	\$298.35	\$ 895.05
8"	\$530.75	\$ 1,592.25

- b) Customers with a dedicated Private Fire Service line are charged a Private Fire Facilities Charge based on the meter size or, if there is no meter, based on the charge for a meter the same size as the service line, plus a Water Usage Charge, plus a Public Fire Hydrant Charge, if applicable. The Private Fire Facilities Charge is as follows:

Size of Meter	Monthly Facilities Charge	Quarterly Facilities Charge
1"	\$ 8.97	\$ 26.91
2"	\$ 31.45	\$ 94.35
4"	\$133.42	\$ 400.26
6"	\$298.35	\$ 895.05
8"	\$530.75	\$ 1,592.25

- c) Customers applying for one service line based on meter size and who also have Private Fire Service after the meter are charged a General Water Service Charge and a Public Fire Hydrant Charge, if applicable. In each case, any water available for fire protection, but used for purposes other than fire protection, is to be metered and to be subject to a Water Consumption Charge.

3. TURN-OFF AND TURN-ON CHARGES:

When temporary shut-off is made at the request of a customer, or for the failure of the customer to pay past-due bills or for another reason set forth in this tariff, a service charge of \$38.63 will be made. An additional charge of \$38.63 will be made for turning the service back on.

There shall be no discount on these charges. These charges will apply during regular working hours, and should it be necessary to perform such work after normal hours, the charge will be \$57.94.

4. SEASONAL TURN-OFF CHARGES:

Customers may request a Seasonal Turn Off by giving notice to the Company and paying the Seasonal Turn Off Charge. During the period of the Seasonal Turn Off, the customer will not be required to make payment of the Facilities Charge. The amount of the Seasonal Turn-off Charge will depend upon meter size as follows:

5/8" – 3/4"	\$ 175.58
1"	263.37
1-1/2"	526.73
2"	877.91
3"	1,580.24
4"	2,633.73
6"	5,267.43
8"	8,427.89

5. SERVICE CONNECTION CHARGES:

a) Service Connection Charges will be as follows:

5/8" - 3/4" service	\$ 987.80
1" service	\$ 1,395.27
1-1/2" service	\$ 2,457.18
2" service	\$ 2,778.18
3" service	\$ 8,890.23
4" service	\$10,458.36
6" service	\$15,199.26
8" service	\$23,067.03

- b) The charge for installing ¾” metered service to existing customers having formerly paid a Service Connection Charge shall be the difference between the Service Connection Charge in effect at the time metering commences and the Service Connection Charge previously paid. No charge will be assessed to customers having paid a tapping fee which included metered service.
- c) In addition to the Service Connection Charge above, customers within the franchise territory yet outside a particular service area will be charged an extension fee of \$987.80 per service.
- d) In addition to the Service Connection Charge above, customers within the Development of Indian River Acres will be charged a subdivision specific tariff of \$2,807.71 for each service.

6. OTHER MISCELLANEOUS CHARGES:

Service call to read a meter due to change of ownership or occupancy of a dwelling unit:

Transfer charge will be \$43.90.

Service call for frozen service lines or leaks that are the customer’s responsibility:

The service charge will be \$38.63.

After hours charge will be \$57.94.

Unauthorized entry of meter pit:

The charge will be \$87.79 plus cost of repair or damage for each occurrence.

Unauthorized water withdrawal from fire hydrants:

The charge will be \$263.36 for each occurrence.

The Company shall charge each customer \$20.00 for any returned check it receives as payment for any service, charge or deposit.

7. DISTRIBUTION SYSTEM IMPROVEMENT CHARGE:

In addition to the net charges provided for in items 1. and 2. of this Tariff Schedule of Rates, a charge of 0.00% will apply to all charges for bills rendered on or after April 1, 2021.

The above charge will be recomputed semi-annually, using the elements prescribed by Section 314 of Title 26 of the Delaware Code.

8. BULK WATER CONTRACT SALES

- a) Ocean View – Under contract, the Town of Ocean View is charged \$4.8024 per thousand gallons of consumption registered through the meter(s) at the interconnection with the Town of Ocean View water distribution system.
- b) Dover Air Force Base – Off Base Housing – Under contract, Dover Air Force Base Housing – Eagle Meadows/Heights is charged \$12.2609 per thousand gallons of consumption registered through the meter(s) at the interconnection with the Eagles Heights and Eagle Meadows Housing subdivision water distribution systems.
- c) Southern Shores – Under contract, Southern Shores Water Company is charged \$5.6116 per thousand gallons of consumption registered through the meter(s) at the interconnection with Southern Shores water distribution systems.

9. CONTRIBUTION IN AID OF CONSTRUCTION (CIAC)

- a) All CIAC including, but not limited to, Category 1A, Category 1B and, as defined in subsection 9.b below, Category 2, received by the Company in the form of cash or in-kind utility property, is subject to an income tax liability gross-up payment by the contributor based on the value of the CIAC, in addition to the CIAC cost payment. The income tax liability gross-up payment shall be based on the maximum Federal and Delaware income tax in effect at the time the CIAC is received by the Company. The CIAC income tax liability gross-up factor in effect on the date of this Second Revised Tariff Page No. 26 is 38.644%.
- b) Pursuant to PSC Order No. 6873 (PSC Regulation Docket 15), Category 2 Costs refer to transmission, supply, treatment and/or other utility plant costs that are not directly assignable to a specific project or where the Category 1 (1A and 1B) costs have not included sufficient direct costs for transmission, supply, treatment, and/or other utility plant costs to supply water to the project. These costs will be contributed by the contractor, builder, developer, municipality, homeowner, or other project sponsor, as CIAC with no refunds. This tariff rate section applies to new customer service connections associated with water service agreements entered into after April 11, 2006.

Category 2 CIAC Charges by Service Size, including the income tax liability gross-up amount are as follows:

Service Size	
5/8" – 3/4"	\$2,079.66
1"	\$2,162.85
1-1/2"	\$2,246.04
2"	\$2,474.80
3"	\$4,159.33
4"	\$4,783.23
6"	\$6,238.99
8"	\$7,902.72

10. DOVER AIR FORCE BASE (FEDERAL ENCLAVE)

PUBLIC FIRE HYDRANT CHARGES:

Each fire hydrant within the perimeter of the Dover Air Force Base (Federal Enclave) is subject to a service charge of \$30.00 per quarter, or \$10.00 per month.