

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF DELAWARE**

IN THE MATTER OF THE REQUEST BY)	
ARTESIAN WASTEWATER MANAGEMENT,)	
INC. FOR AUTHORITY TO IMPLEMENT)	PSC DOCKET NO. 13-232T
TARIFF REVISIONS THAT ENABLE)	
CONSOLIDATED BILLING WITH AFFILIATE)	
(FILED JUNE 10, 2013))	

ORDER NO. 8469

AND NOW, this 8th October, 2013, the Delaware Public Service Commission (the "Commission") hereby finds and orders as follows:

WHEREAS, on May 31, 2013, Artesian Wastewater Management, Inc. ("AWMI" or the "Company") filed a supplemental application in PSC Docket No. 13-27WW (the "Rate Increase Application") for approval of changes to its tariff to provide for consolidated billing of water and wastewater services, and for several other miscellaneous changes to its tariff; and

WHEREAS, on or about June 10, 2013, AWMI filed a petition to remove consideration of the proposed consolidated billing tariff provision from the Rate Increase Application in order for the Commission to consider its proposal more expeditiously; and

WHEREAS, on or about August 6, 2013, certain parties to PSC Docket No. 13-27WW agreed to a settlement of the Rate Increase Application which included a provision that proposed to transfer to this docket, for the Commission's consideration, all suggested tariff changes that did not involve Equivalent Dwelling Unit ("EDU") rates; and

WHEREAS, representatives of the Company, Staff and the Division of the Public Advocate ("DPA") met on September 3, 2013 to address the Company's proposed consolidated billing tariff change and the other tariff modifications that AWMI was proposing for the Commission's consideration and approval; and

WHEREAS, as a result of that meeting the Company has submitted the proposed tariff changes attached hereto as Exhibit A; and

WHEREAS, the Commission has considered and entered Order No. 8442 that grants the request of the Settling parties that the non-EDU rate tariff issues be addressed in this docket rather than in the Rate Increase Application; and

WHEREAS, the Commission notes that both Staff and the DPA are satisfied with the proposed tariff changes; and

WHEREAS, the Commission finds that the proposed revisions are fair and reasonable; do not result in AWMI making, imposing or exacting any unjust, unreasonable, unduly preferential or unjustly discriminatory rate for any product or service supplied or rendered by it; does not result in the adoption of any regulation, practice or measurement that is unjust, unreasonable, unduly preferential, unjustly discriminatory, or otherwise in violation of law; and does not make or give any person or corporation, directly or indirectly, any undue or unreasonable preference or advantage;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE AFFIRMATIVE VOTE OF NO FEWER THAN THREE COMMISSIONERS:

1. That the proposed revisions to Artesian Wastewater Management, Inc.'s tariff attached hereto as Exhibit A are approved, effective with service on and after October 8, 2013; provided, however,

that any delinquencies in payment for wastewater utility service shall not be used as a reason to cancel water service.

2. That the Commission hereby reserves the jurisdiction and authority to enter such further orders as may be deemed necessary or proper.

BY ORDER OF THE COMMISSION:

Chair

/s/ Joann T. Conaway
Commissioner

/s/ Jaymes B. Lester
Commissioner

/s/ Jeffrey J. Clark
Commissioner

Commissioner

ATTEST:

/s/ Alisa Carrow Bentley
Secretary

EXHIBIT A

Proposed Revisions to Artesian Wastewater Management, Inc.'s
Wastewater Tariff Sheets

TARIFF
OF
ARTESIAN WASTEWATER MANAGEMENT, INC.
GOVERNING THE PROVISION OF WASTEWATER SERVICE

By: David B. Spacht, V.P. CFO & Treasurer
Artesian Wastewater Management, Inc.
664 Churchmans Road
Newark, DE 19702
302-453-6900

LIST OF CHANGES

This tariff updates rates for provision of wastewater service, makes certain changes to enable consolidated billing, revises certain ancillary charges, and makes miscellaneous changes on various pages throughout the tariff.

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SCHEDULE OF RATES AND CHARGES

Residential Service:

The charge for service to a residential customer is a fixed fee of \$80.00 per month times 1 equivalent dwelling unit (EDU). The charge is billed monthly in advance of service.

Commercial Service:

The charge for service to a commercial establishment is based on the number of equivalent dwelling units (EDUs) represented by the discharge in accordance with the State of Delaware, Department of Natural Resources and Environmental Control's ("DNREC's") "Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems" times a fixed fee of \$80 per EDU assigned to the facility. The number of EDUs assigned to the service will be determined and stated in the Wastewater Service Agreement signed by the customer. The charge will be billed monthly in advance of service.

Industrial Service:

The charge for service to an industrial unit is based on a predetermined contract rate that depends on the type and quantity of discharge. Service is billed monthly in advance of receiving service. There will also be a monthly monitoring and testing fee based on actual cost plus a 15% overhead charge.

Payment Terms:

All bills are due and payable upon presentation. See section titled "Bills and Payment" for additional information.

Late Payment Charge:

A Late Payment Charge will be applied to outstanding balances that remain unpaid 25 days after the bill until full payment is received. The charge is applied on a monthly basis at a rate equal to one-twelfth of the sum of the prime rate plus 5%. The prime rate will be updated quarterly.

Special Services:

The following Rules and Rates are applicable throughout the Company's service territory unless otherwise specified.

1. Returned Payment Charge: A charge of \$30.00 will be assessed to the customer's account each time a customer attempts to pay on the account but payment is not honored by customer's financial institution, for whatever reason, and is therefore returned to the Company as unpaid. The charge can be levied against the customer's account for insufficient payments caused by a check, electronic debit, credit card, or by any other means of payment offered by the Company. The Returned Payment Charge is intended to defray costs incurred by the Company including, but not limited to, bank fees and other expenses arising from a returned or failed payment and administrative costs of the Company.
2. Inspection Fee: A charge of \$100.00 will be assessed to cover the Company's cost to inspect the connections and disconnections of any Customer Service Line to/from the Company's Main.
3. Connection Fee: A non-residential customer shall be assessed a connection fee based on the number of EDUs determined in the customer's Wastewater Service Agreement times the residential connection fee for the specific development in the Company's service area when the Wastewater Service Agreement is signed. The Connection Fee must be paid prior to initiating service.

4. Monitoring and Testing Fees: Industrial service customers are responsible for costs incurred to provide service plus a 15% overhead charge to monitor and test the effluent of the customer on a monthly basis, or as might be otherwise required by regulation. This monthly fee will be set forth in a Wastewater Service Agreement signed by the customer.

ARTESIAN WASTEWATER MANAGEMENT, INC.

RULES AND REGULATIONS

RULES AND REGULATIONS1. DEFINITIONS:

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise.

- a. Advances for Construction ("Advances"): Cash, services, property, or other value received by the utility which would be treated as CIAC but for an agreement by the utility to refund in whole or in part. Amounts received represent a temporary infusion of capital.
- b. Annual Revenue (for line extension purposes): The Company's expected additional annual revenue from a line extension is based on the Company's currently effective tariff rates and the average annual charge for customers that are similar in nature and size to the service applicant.
- c. Contributions In-Aid-Of Construction ("CIAC"): Cash, services, funds, property, or other value received from State, municipal, or other governmental agencies, individuals, contractors, or others for the purpose of constructing or aiding the construction of utility plant and which represent a permanent infusion of capital.
- d. Commission: The Delaware Public Service Commission. ("Delaware PSC")
- e. Customer: The word "customer" refers to any person, partnership, firm, association, corporation or governmental agency being supplied with wastewater service by the Company. The "customer" shall be either the record title owner of the property receiving wastewater service or the occupant, as the case shall be. In the case of multiple unit properties such as shopping centers, apartment buildings and condominiums, the customer is the property owner. An owner or occupant remains a "customer" and continues to be liable for charges until such time as service is discontinued or terminated. A customer is liable for all charges incurred prior to termination.
 1. Residential service - wastewater service supplied to an individual single-family residential dwelling unit.
 2. Commercial service - wastewater service supplied to a unit other than an individual single-family residential dwelling unit that does not require any pretreatment of discharge.

3. Industrial service - wastewater service supplied to a unit whose discharge requires pretreatment and where there is a need for ongoing monitoring and testing of its discharge. This customer will also be required to have flow with demand metering capability.
- f. Company Service Line: The wastewater line from the collection facilities of the Company which connects to the customer service line.
- g. Customer Service Line: The pipe, clean outs, and fittings that lie between the structure foundation or exterior wall and the wastewater collection system owned by the wastewater utility.
- h. Depreciation Charges: The Company's additional annual depreciation charges associated with a specific line extension investment to be made based on the current depreciation accrual rates for that Company or that of a comparable jurisdictional wastewater utility.
- i. Dwelling Unit: A structure or dwelling intended to be occupied as a whole by one family.
- j. Garbage: The solid wastes from domestic cooking and dispensing of food, and from the handling and storage of produce.
- k. Grinder Pump: Any mechanical or powered device used to grind, macerate, or fluidize garbage so that it can be discharged into the wastewater system of the Company.
- l. Main: The Company's pipe, excluding service connections, located in a public highway, street, alley, or private right-of-way that is used in transporting wastewater.
- m. Non-residential Service: Wastewater service supplied to a commercial or industrial unit, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.

- n. Residential Service: Wastewater service supplied to an individual single-family residential dwelling unit.
- o. Regulatory Agency: Agencies, including but not limited to, the Delaware Public Service Commission (Delaware PSC), the Department of Natural Resources and Environmental Control (DNREC), U.S. Environmental Protection Agency (EPA), and the Delaware River Basin Commission (DRBC), have some degree of authority over the Company's wastewater operations.
- p. Sanitary Sewer: A sewer which carries sanitary wastewater and excludes storm, surface, and ground water.
- q. Storm Sewer: A sewer which receives discharges from storm water building sewers and/or carries off surface, subsurface, or storm water from buildings, ground, streets, or other areas, including street wash.
- r. Suspended Solids: Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
- s. Tariff: Identifies all of the service rates, charges, rules, and/or regulations issued by the Company, for the provision of wastewater service, together with any supplements or revisions thereto, that have been officially approved by the Delaware Public Service Commission.
- t. Toxic Substances: Any substances where gaseous, liquid, or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92-500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
- u. Utility Wastewater Collection System: All the pipe, manholes, pumps, lift stations and related facilities necessary to collect and transmit wastewater from the

Customer Service Lines to a Wastewater Treatment Facility.

- v. Wastes: Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm water.
- w. Wastewater: A combination of water-carried wastes from residences, together with such ground surface and storm water as may be present in sanitary sewers.
- x. Wastewater Discharge Permit: A non-transferable permit issued by Artesian Wastewater Management, Inc. that describes the amount and type of effluent that the customer has permission to discharge into the wastewater system.
- y. Wastewater Service Agreement: A non-transferable contract between Artesian Wastewater Management, Inc. and an end-use customer that provides specific details on the conditions of service, including, but not limited to type of effluent the customer is authorized to discharge into the wastewater system, the amount of flow, and any other miscellaneous terms and conditions relevant to or for that customer.

2. Application for a New Service Connection:

A new service connection will be made and wastewater service furnished upon receipt by the Company of an application signed by the property owner or his authorized agent and a Delaware licensed plumber for sewer lateral installation. The application must be accompanied with payment of an inspection fee of \$100. Billing for wastewater services will commence as soon as the house sewer lateral is connected to the collection system. Along with the application, the name and address of the individual or entity to be billed shall be provided.

3. Service Deposit:

If in the sole judgment of the Company the service installation represents a speculative venture or excessive time may elapse between the actual installation and use of the service by the customer, a refundable deposit to cover the Company's investment may be required.

4. Billings and Changes in Ownership:

Bills will be sent to the owner of the property. A request for service shall be made upon any change in the ownership of a property receiving wastewater service from the Company.

5. Security Deposit:

Security deposits will only be required in the following instances:

- (a) For any existing residential customer who (1) has had service discontinued for nonpayment of bills, (2) has rendered two bad checks in the preceding 12 months, (3) has been delinquent in payment of bills twice in the preceding 12 months, or (4) has tampered with equipment of the Company, or (5) has filed for bankruptcy, in which event the post petition account will be billed a security deposit unless otherwise instructed by the bankruptcy court.
- (b) For any new customer who (1) is the tenant of a property for which he or she is responsible for payment of water bills, (2) has been delinquent during the preceding 12 months in paying wastewater bills at a former address, or (3) is found to be using false identification when use of a correct name would reveal poor records of payment, or (4) is seasonal or temporary.

When the customer is the owner of a residential property receiving wastewater service, security deposits will not exceed the maximum estimated bill for two consecutive billing periods, unless it is due from an existing customer who (1) has had service disconnected two times within the preceding 12 months, (2) has been found to be tampering with the Company's equipment, (3) has used water for unauthorized purposes, or (4) is other than a residential customer and has been delinquent in paying their water bills, in which event the entire estimated charge for two billing periods or the average billed amount outstanding over the previous year, whichever is greater, will be collected. For a residential property occupied by a tenant who is responsible for paying the wastewater bills, the security deposit will be equal to the maximum estimated bill for two consecutive billing periods for a monthly billed customer and must be paid in full before water service is turned on.

Payment of a requested security deposit is a requirement for continued service, and failure to pay in full may result in the discontinuation of service. If payment of a security deposit creates an undue hardship, the Company may allow payment of the deposit to be made over a reasonable period of time.

For a non-residential property occupied by a tenant responsible for paying for wastewater service billed the security deposit is the entire estimated charge for two billing periods and must be paid in full before wastewater service is turned on.

6. Interest on Deposit:

Interest will accrue based on the rate of the average of the percent yields of the 1-year U.S. Treasury constant maturities for September, October and November of the preceding year on security deposits that are held by the Company for a period of 6 months or longer. Accrued interest shall be credited annually to the customer's deposit account. Where a customer is an owner of the property receiving service, deposits will be refunded with accrued interest after the customer has paid bills as presented with no delinquencies during the preceding 12-month period.

A security deposit shall not be considered as payment on account during the time the customer is receiving wastewater service. Customer shall pay bills for wastewater service as rendered in accordance with the Rules and Rates of the Company.

MAIN AND SERVICE CONNECTIONS

7. Customer Service Line:

The customer service line shall be furnished, installed, maintained, and/or replaced, when necessary, by and at the sole expense of the customer. The Company reserves the right to determine the size, kind, and depth of customer service lines.

8. Separate Trench:

The customer wastewater service line shall not be laid in the same trench with drain or water pipe, the facilities of any other public utility or of any municipality or municipal authority that provides a public utility service.

9. Customer's Responsibilities:

All service lines, connections, and fixtures furnished by the customer shall be maintained by the customer in good working order. All leaks in the customer service line or any pipe or fixtures in or upon the customer's premises must be repaired immediately by the customer.

10. Individual Service Lines:

Except as otherwise expressly authorized by the Company, each individual customer shall be served only through a separate service line connected directly to the Company's collection main, and that service line shall not serve any other customer or premise. No additional attachment may be made to any customer's service line for any purpose without the express written approval of the Company.

11. Connection to Company Mains:

No connection shall be made to the Company's main, nor detachment from it, except under the direction and control of the Company and subject to inspection by the Company. All such connections shall be the property of the Company and shall be accessible to it and under its control. The Company will furnish, install, and maintain all Company Service Lines.

12. Right to Reject:

The Company may refuse to connect or may disconnect with any piping system or furnish wastewater collection, treatment, and/or disposal through a service already connected if such system or service is not properly installed or maintained.

13. Contributions In Aid of Construction ("CIAC"):

In accordance with Section 3.1 of the Public Service

Commission's Minimum Standards Governing Service Provided By Public Wastewater Companies, P.S.C. Order No. 6661 ("Minimum Standards"), the Company may require a CIAC when a request for service will require the installation of pipe and associated utility plant ("Extension").

Should the Company, in exercising sound business judgment and in its sole discretion, choose to invest in the Extension such investment shall not exceed the investment calculated using the following formula, where X equals the Company's investment attributed to each applicant:

- X= [AR - OM] divided by [I + D]; and
AR= the Company's annual revenue
OM= the Company's operating & maintenance costs
- I = the Company's current total rate of return last approved by the PSC. The total rate of return includes the weighted cost associated with debt and equity components of the Company's capitalization.
- D = the Company's current depreciation accrual rate

The Company shall require a customer to pay, in advance, for service lines and equipment installed on private property for the exclusive use of the customer.

14. Size of Main:

The Company shall have the exclusive right to determine the type and size of mains to be installed and any other facilities necessary to render adequate service.

DISCONNECTION OR DISCONTINUANCE OF SERVICE

15. Disconnection of Service By Owner:

An owner/customer must receive permission from DNREC prior to disconnecting the Customer Service Line from the Company Service Line. An owner/customer must notify the Company at least 30 days prior to disconnecting service and must also arrange to have a Company representative present at the time of disconnection. All Customers remain Customers until their Customer Service Line has been physically disconnected from the Company Main in the manner described above.

16. Disconnection or Discontinuance of Service By Company:

The Company shall not be liable for any damage to property or for any inconvenience, loss or casualty suffered by the residents of the property due to disconnection or discontinuance of service. Service may be disconnected or discontinued for any of the reasons cited below and not restored until the cause for disconnection or discontinuance has been fully corrected to the satisfaction of the Company.

17. Discontinuance due to Emergency:

In the event of a breakdown, emergency or other unavoidable cause, the Company shall have the right to temporarily discontinue wastewater collection service in order to make necessary repairs, connections, and the like. The Company shall not be liable for any damage, loss, casualty or inconvenience suffered by the customer, or for any claim against it for interruption of service or other causes beyond its reasonable control. When wastewater collection service is to be temporarily interrupted, adequate notice will be given, whenever practicable, to all customers affected, stating the probable duration of the interruption.

18. Disconnection With Notice:

Service to the customer may be terminated for good cause, including, but not limited to, the following:

- (a) making an application for service that contains material misrepresentations;
- (b) failure to repair leaks in pipes or fixtures;
- (c) tampering with any service line, curb connection, or installing or maintaining any unauthorized connection;
- (d) theft of service, which shall include taking service without proper notification to the Company under Paragraph 11;
- (e) discharge of any prohibited substance listed in Paragraph 27 into the wastewater system;

- (f) failure to make payment on account for service or pay a required deposit
- (g) receipt by the Company of an order or notice from DNREC, a health agency, local plumbing inspector, or other similar authority, to terminate service to the property served on the grounds of violation of any law or ordinance, or upon notice to the Company from any such authority that it has ordered an existing violation on the property to be corrected and that such order has not been complied with; or

19. Second Party Notification:

Customers may designate in writing a second party to be notified prior to disconnection of service for nonpayment, provided the named second party has agreed in writing to accept such notice. In such cases the Company will not disconnect service less than ten days after giving verbal or written notice to the second party of its intent to disconnect service. The person accepting second party status does not incur any obligation whatsoever to the Company.

20. Turn-on Charge:

Whenever service is disconnected or terminated pursuant to Paragraph 15 or Paragraph 18, service shall not be restored by the Company until appropriate payment by the customer of all charges due including, but not limited to, if applicable, the cost of disconnecting, reconnecting and inspecting facilities and also appropriate resolution of the problems that gave rise to the termination made pursuant to Paragraph 18. The customer will be assessed a \$50 fee to disconnect and a \$50 fee to reconnect to the system.

BILLS AND PAYMENT

21. Place of Payment:

Bills for service may be paid by mail, at the Company's offices, electronically through the Company's website or through Western Union. In addition, the Company maintains a locked deposit box at its Newark office to receive payments after normal business hours, on weekends, and on holidays.

22. Change in Billing Address:

Where a customer fails to notify the Company of a change in billing address, the customer shall remain responsible to remit payment by the billing due date.

23. Application of Payment:

Utility bills rendered by the Company may include other non-regulated services. Where a customer remittance to the Company includes payment for any non-utility service, proceeds will be applied first to pay all outstanding regulated utility charges.

24. Return Check Charges:

The customer will be assessed a charge of \$30 each time a check or electronic payment presented to the Company for payment on that customer's service account is returned by the payer bank for any reason including, but not limited to, insufficient funds, account closed, payment stopped, two signatures required, post-dated, stale date, account garnished, or unauthorized signature. This charge is in addition to any charge which may be assessed against the customer by its financial institution.

25. Disputed Bills:

In the event of a dispute between the customer and the Company with respect to any bill, the Company will promptly make such investigation as may be required by the particular case and report the result to the customer. The customer is not obligated to pay the disputed amount during the pendency of the Company's investigation. If the Company determines the bill as rendered to the customer is appropriate, the customer shall have fifteen (15) days from the date of such report in which to pay the bill. If the Company determines that the original bill as rendered is incorrect, the Company will issue a corrected bill with a new due date for payment. Any amounts received by the Company in excess of the amount determined to be due to the Company shall be credited to the customer's account. Excess payments not applied to a delinquency are credited to customer's account. Refunds of \$10 or less are not distributed unless a specific request is made by the customer. Any billing dispute referred to the Commission must be resolved by a final Commission decision prior to the termination of a customer's account.

26. Consolidated Billing

Under consolidated billing an eligible customer receives one combined bill that outlines charges for services rendered from the Company and Artesian Water Company, Inc. ("AWC"). An eligible customer, in this instance, is defined as a wastewater customer that receives water service from AWC. When the Company provides consolidated billing that combines charges for water and wastewater service, payments will be applied in the following sequence:

- (a) Any existing arrearages for either water or wastewater service;
- (b) Arrears by vintage priority for water or wastewater service. A water service arrearage has a higher priority than wastewater service arrearage of the same vintage;
- (c) Current charges for water service;
- (d) Current charges for wastewater service.

Wastewater Control Regulations

27. General Wastewater Control Regulations:

- (a) No storm water from pavements, area ways, roof runoff water, foundation drains, subsurface drains, water from springs, cooling water, basement sump pumps, residential water conditioners, unpolluted industrial or commercial process water, or other sources shall be admitted to the Company mains.
- (b) The discharge of garbage to the sewer system is expressly prohibited, except that properly shredded garbage from a residential customer may be discharged into the sewer.
- (c) This does not include or preclude pump-out of manholes by a utility company or of manholes on plant premises that should be kept in dry or reasonably dry condition.

28. Discharges:

No person shall cause or permit to be discharged into the Company's wastewater system any toxic substances or wastes having any of the following characteristics:

- (a) Wastes containing any gasoline, naphtha, fuel, oil, or other liquids, solids, or gases which, by reason of their nature or quality, may cause fire or explosion or be in any other way injurious to persons, the structures of the wastewater system, or its operation.
- (b) Wastes having a temperature in excess of 120 degrees Fahrenheit or less than 20 degrees Fahrenheit.
- (c) Wastes having a pH lower than 6.0 or higher than 9.0 having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the wastewater system.

- (d) Wastes containing any noxious or malodorous gas or substance that either singly or by interaction with sewage or other wastes is likely, in the opinion of the Company, to create a public nuisance or hazard to life or prevent entry to sewers for their maintenance and repair.
- (e) Wastes containing ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, hair, chemical or paint residues, greases, paunch, manure, cotton, wool, plastic, or other fibers, lime, slurry, or any other solid or viscous material of such character or in such quantity as in the opinion of the Company may cause an obstruction to the flow in sewers or otherwise interfere with the proper operation of the sewer system.
- (f) Wastes containing insoluble, non-flocculent substances having a specific gravity in excess of 2.65.
- (g) Wastes containing soluble substances in such concentrations as to cause the specific gravity to be greater than 1.1.
- (h) Wastes containing any of the following substances in concentrations exceeding those shown in the following table as measured by an acceptable method:

Maximum Permissible

<u>Substance</u>	<u>Concentration</u>
Phenolic Compounds, e.g., As C6H5OH	1.00 mg/l
Cyanides as CN	0.00
Cyanates as CNO	0.00
C.B.O.D. (5 day)	300.00
Iron as Fe	3.00
Trivalent Chromium as CR plus three	0.05
Hexavalent Chromium as CR plus six	0.05
Nickel as Ni	0.05

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Copper as Cu	0.50
Lead as Pb	0.50
Zinc as Zn	0.50
Mercury as Hg	0.00

- (i) Wastes containing other matter detrimental to the operation of a sewage treatment plant or sanitary sewers causing erosion, corrosion, or deterioration in sewers, equipment, and structures of a sanitary or sewage treatment plant.
- (j) Wastes containing more than 10 mg/l by weight of tar, fat, oil, or grease.
- (k) Wastes containing more than 10 mg/l of any of the following gases, hydrogen sulfide, sulfur dioxide, nitrous oxide, or any of the halogens.
- (l) Wastes containing a toxic or poisonous substance, in a sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the sewer system operation. Such toxic wastes shall include, but not be limited to, wastes containing cyanide, chromium, and/or copper ions.
- (m) Any waste containing toxic substances in quantities sufficient to interfere with the biochemical processes of the sewage treatment works or that will pass through the sewage treatment works and exceed the state and/or federal requirements in respect thereof.
- (n) Any waste containing radioactive isotopes.

29. Sampling and Analysis:

- (a) All measurements, tests, and analyses of the characteristics of waters and wastes which reference is made in these rules may be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," as prepared, approved, and published jointly by the American Public Health Association, the American Water Works

Association, and/or the Water Pollution Control Federation or other reference sources specified by regulatory agency requirements, such as "Methods for Chemical Analysis of Water and Wastes," U.S.E.P.A. 1974 or its subsequent updated version.

- (b) All measurements, tests, inspections, and analyses deemed by the Company to be necessary under this Section or any other part of the Rules and Regulations of the Company, shall be done by the Company or its agents, employees, or contractors. If the measurements, tests, inspections, and/or analyses determine that a customer has created a situation which is in violation of any statute, ordinance, rule, or regulation, then the customer shall be required to pay all costs incurred in order to measure, test, inspect, analyze, and remedy the situation. Otherwise, the costs involved are to be borne by the Company. Costs assessed against a Customer pursuant to this Section shall be in addition to any other fees charged by the Company. The costs shall be payable within thirty (30) days of presentation of a bill for such costs by the Company to the Customer(s).
- (c) Where the Company deems it advisable, it may require any person discharging wastes to install and maintain, at his or her own expense, in a manner approved by the Company or its representative, a suitable device to continuously measure and record the characteristics of wastes so discharged, as required by the Wastewater Discharge Permit.

30. Disposal of Wastes From Septic Tanks and Cesspools:

No person shall dispose of wastes from septic tanks, cesspools, or other such sources of sanitary sewage to the Company's wastewater system, except as authorized in writing by the Company.

31. Penalties:

The Company reserves the right to deny wastewater service for violation of any provision of these regulations, subject to PSC and DNREC rules and regulations.

32. Damage to System and Indemnification:

In the event of any damage to the Company's wastewater system caused by a customer, such damages shall be immediately reported to the Company and said customer shall reimburse the Company for the costs of such repairs.

GENERAL33. Regularity of Service:

The Company may, at any time, discontinue service in case of accident or for the purpose of making connections, alterations, repairs or changes, or for other reasons. The Company will, pursuant to applicable state regulations and as circumstances permit, notify customers to be affected by service interruptions.

34. Liability for Damages:

- (a) Limitation of Damages for Service Interruptions - The Company's liability to a customer for any loss or damage from any excess or deficiency in the wastewater collection service due to any cause other than willful misconduct or negligence by the Company, its employees or agents, shall be limited to an amount no more than the customer charge or minimum bill for the period in question. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but cannot and does not guarantee that such will not occur.
- (b) Responsibility for Customer Facilities - The Company shall not be liable for any loss or damage caused by reason of any break, leak, or other defect in a customer's own service pipe, line, fixtures, or other installations, except where the damage is a result of the negligence or willful misconduct of the Company, its employees or agents.

35. Waivers:

The Company may, at its sole discretion, waive any of the Rules contained herein that operate for the benefit of the Company; provided, that no such waiver will be valid unless in writing and signed by an authorized representative of the Company, and provided that no waiver will be allowed where the waiver would constitute a violation of the Public Utility Code, the regulations of the Commission, or of any other applicable statute, law, or regulation.

36. Privilege to Investigate/Right of Access:

The Company's authorized representatives shall have the right of access at all reasonable times to all parts of any premises connected with the system, for the purpose of examining and inspecting connections and fixtures, or for disconnecting service for any proper cause.

Industrial and Commercial Service Limitations**37. Wastewater Service Agreement:**

All Non-Residential or Commercial/Industrial Customers must sign a Wastewater Service Agreement and pay an initial connection fee and the first monthly service charge before discharging into the collection system. The Wastewater Service Agreement will identify the discharges the Customer will be permitted to flow into the system and the volume permitted per day. Based on its sole judgment, the Company will assess penalties to a customer's account for a failure of the customer to abide by the Wastewater Service Agreement.

38. Wastewater Discharge Permit:

All Commercial/Industrial Customers will enter into and sign a Wastewater Discharge Permit with the Company. This permit will provide the type, acceptable levels and quantity of the effluent that will be accepted into the collection system. Penalties and costs will be imposed for failure to abide by the permit.

39. Pretreatment:

All industrial and commercial waste proposed for discharge into the sewer system shall be studied to determine the degree of necessary pretreatment, if any, in order that the waste will not adversely affect the system or the sewage treatment facilities. The Company will have the right to properly control any waste discharge into its sewage system by regulating the rate of any waste discharge into its sewer system by requiring necessary pretreatment, and excluding certain waste, if necessary, to protect the integrity of the Company's system.

40. Customer Limitations:

Customers specifically agree that service applies exclusively for domestic/household sewage. If any Customer discharges industrial or commercial waste that:

- (a) the existing wastewater treatment plant is unable to satisfactorily treat; or
- (b) is not in compliance with discharge permit standards, disrupts the normal functioning of the existing wastewater treatment plant; or
- (c) is more costly to treat than typical domestic wastewater; or

- (d) requires the utilization of more wastewater treatment plant capacity per gallon of effluent than that required by average typical domestic wastewater, then the customer shall provide, at the customer's own expense, such primary treatment as may be necessary before such waste is discharged into the Company mains. No commercial or industrial waste, whether pretreated or not, may be discharged without prior written authorization from the Company.

41. Company Limitations:

The Company will not be liable nor bound to increase wastewater treatment plant operations to accommodate industrial or commercial waste.

42. Specific Dangers:

In general, any waste will be considered harmful to the Company wastewater system if it may cause any of the following damaging effects:

- (a) chemical reaction either directly or indirectly with the materials of construction of the system in such a manner as to impair the strength or durability of the sewer structures;
- (b) mechanical action that will destroy the sewer structures;
- (c) restriction of the hydraulic capacity of the sewer structures;
- (d) restriction of the normal inspection or maintenance of the sewer structures;
- (e) danger to public health and safety; or
- (f) obnoxious condition contrary to public interest.