

Berkeley Electric Cooperative  
Board Meeting  
February 24, 2025  
Minutes

The Berkeley Electric Cooperative Board of Trustee's meeting was held **Monday, February 24, at 1:00 P.M.** at the Moncks Corner Headquarters.

The meeting was called to order by Chairman DeWitt, and Mrs. Powell gave the invocation, and we stood to honor the flag and recited the Pledge of Allegiance.

The following Trustees were present:

<b>Henry H. Chavis, Sr.</b>	<b>Robert Vandross</b>	<b>Bob Jenkins</b>
<b>Willis Sanders</b>	<b>H. Wayne DeWitt</b>	<b>Lee Clayton</b>
<b>Sam Gourdine</b>	<b>Sheila Powell</b>	<b>Connie Shuler</b>

President & CEO Michael S. Fuller, Executive Administrator Ashley Edens, and the following staff: VP of Finance Joel Stevens, VP of Member Amy Langdon, VP of Human Resources Louise Meade, VP of Public Relations Tony Vincent, VP of Information Technology Bryan Reece, Director of Corporate Services Jason Smith, VP of Engineering Chris Rutledge, VP of Operations Tommy Harvey, Director of Marketing and Communications Libby Roerig, Public Relations Representative Brianna Johnson as well as General Counsel John B. Williams and guest speaker Cole Price the Executive Vice President, Member Services Central Electric Power Cooperative.

Chairman DeWitt called for approval of minutes from the January's board meeting which was held on January 21, 2025. Upon motion by Mrs. Shuler seconded by Mr. Sanders, and unanimously passed; it was

**RESOLVED, that the Board of Trustees hereby approves the minutes of the January 21, 2025, board meeting, as presented.**

**Executive Session**

The Chairman then called for an Executive session and upon motion by Mr. Vandross seconded by Mr. Clayton and unanimously passed, the Board went into Executive Session. Mr. Price made a presentation to the Board and there was no action taken. Upon a motion by Mr. Gourdine, Mr. Clayton seconded and unanimously passed the Board came out of Executive Session.

**Trust Board Presentation-Ms. Johnson**

Mrs. Roerig introduced Ms. Johnson and she presented a breakdown of the Operation Round Up Program distribution. There was a total of 201 applications submitted (181 individuals/families, 12 organizations). There were eight of them that were submitted at the end of 2024 and still under consideration. The Trust Board approved 118 applications (114 individuals/families, 4 organizations). These were some of the most requested items HVAC repair/replacement (46) & Roofing (26). There were 44 applications rejected due to financial need not presented or request not covered by the Round-Up program guidelines. There were 11 applications withdrawn upon Trust Board review. There were 20 applications incomplete or withdrawn before Trust Board review. The Operations Round Up total donation for 2024 was \$666, 460.35. The allocated amount including \$25,000 for 10 scholarships was \$556, 992.97.

The following changes to the Trust Board Bylaws was presented in Article VII Compensation for Trustees, it needs to be amended to reflect current compensation of \$225.00 each month in which they meet to carry out the business of the Trust.

## ARTICLE VII

### COMPENSATION FOR TRUSTEES

Members of the Board of Trustees of the TRUST shall each be compensated in the amount of \$225.00 each month in which they meet to carry out the business of the TRUST. Board members may also be reimbursed for mileage and out-of-pocket expenses while on the business of the TRUST when such business is sanctioned by the Board of Trustees of said TRUST. Reimbursement for mileage and out-of-pocket expenses is in addition to the \$225.00 monthly compensation amount.

Also, the Mission Statement needs to be amended to add a comma after “individuals” to clarify that the Trust only disburses funds to organizations for food, shelter, clothing, health needs, and education. The Trust does not disburse funds to individuals for those areas of need that are listed. Mrs. Shuler made a motion, and Mr. Sanders seconded the motion to approve the proposed changes to the Bylaws and Mission Statement as presented.

**RESOLVED, that the Board of Trustees hereby approve the proposed changes to the Bylaws and Mission Statement as presented.**

#### **Committee Reports**

##### **ECSC Board Report-Mr. Sanders**

Mr. Sanders discussed several items that were discussed at the ECSC board meeting this month.

##### **CEEUS Board Report-Mr. Gourdine**

Mr. Gourdine discussed several items that were discussed at the CEEUS board meeting this month.

##### **Policy and Bylaw Committee-Mr. Jenkins**

Mr. Jenkins stated that Mr. Stevens and Mrs. Langdon proposed changes to the Service Rules and Regulations, and it was approved to present the changes to the full Board for approval.

##### **Audit Committee Report-Mr. DeWitt**

The committee reviewed the expense reports, and the credit card statements and there were no discrepancies.

**Financial Report-Mr. Stevens**

Mr. Stevens reviewed the financial reports from December 2024. Mr. Stevens reviewed portions of the statement of operations and the balance on the Form 7.

**Recommended Changes to Service Rules and Regulations -Mr. Stevens and Mrs. Langdon**

Mr. Stevens reviewed the proposed changes (see attached) to the Service Rules and Regulations. Mr. Chavis made a motion, and Mr. Gourdine seconded the motion to adopt the changes as presented and edit the Service Rules and Regulations as required.

**RESOLVED, that the Board of Trustees hereby approves the proposed changes to the Service Rules and Regulations.**

**2024 Revenue Deferral- Mr. Stevens**

Mr. Stevens proposed that we defer \$20,000,000 from 2024 to 2026-2027. This would leave the 2024 margin of \$9,442,192 and help ease impact of power cost increases. This would not have a cash impact, only help margins. We will need a Board Resolution approved and RUS approval is required. Mr. Clayton made a motion, and Mr. Vandross seconded the motion to approve the 2024 Deferred Revenue Plan.

**BE IT RESOLVED, that the Board of Trustees of Berkeley Electric Cooperative approve the 2024 Deferred Revenue Plan.**

**BERKELEY ELECTRIC COOPERATIVE  
DEFERRED REVENUE PLAN - 2024**

**General**

Berkeley Electric Cooperative (“Berkeley”), as part of its overall approach to establishing rates for electric energy, has established a “Deferred Revenue Plan.” Berkeley recognizes the possibility of having to increase rates more rapidly than its members desire because of projected increases in the cost of wholesale power beginning in 2025 and continuing to future years. Accordingly, the plan is based on the desire to provide adequate cash flow and margins during periods that would otherwise be adversely affected by increased cost of power.

Under the plan, \$20,000,000 is to be deferred during 2024.

The deferral would be recognized as follows:

<u>Year</u>	<u>Amount</u>
2026	\$10,000,000
2027	\$10,000,000

### Escrow of Funds

The Board of Trustees specified the deferred funds be deposited in a special fund until such time as a like amount is subsequently amortized into revenue. Accordingly, the funds are to be maintained in a separate account.

### Tax Status

Berkeley operates as a tax-exempt entity under Section 501(c)12 of the Internal Revenue Service Code. The board of trustees of Berkeley is aware of the potential impact of revenue deferral on its tax-exempt and cooperative statuses and, accordingly, intends to assign capital credits resulting from deferred margins to those members who paid them without regard to period of recognition as revenue.

### Accounting

The plan is based on *Accounting Standards Codification (ASC) 980 - Regulated Operations*, which allows current period costs or revenues to be passed on to future customers with the assumption that such costs or revenues will be included in future rates.

The specific accounting entries relating to the Deferred Revenue Plan are:

<u>Account Number</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
	(1)		
490.00	Miscellaneous Service Revenues	XXX	
254.00	Other Regulatory Liabilities-Revenue Deferral		XXX
	To record revenue deferral.		
	(2)		
128.80	Other Special Funds – Deferred Revenue	XXX	
131.12	Cash – General Funds		XXX

To record deposit of deferred revenue in a special account until recognized as revenue.

(3)

131.12	Cash – General Funds	XXX	
254.00	Other Regulatory Liabilities-Revenue Deferral	XXX	
490.00	Miscellaneous Service Revenues		XXX
128.80	Other Special Funds – Deferred Revenue		XXX

To record recognition of deferred revenue and related transfer of funds.

The deferral amounts will be disclosed in the financial statement as follows:

- Opening balance by year.
- Amount deferred by year.
- Amount returned to revenue because of an increase in cost of power.
- Balance at end of year by years remaining for recognition.

If the rate of deferral changes, a new board resolution would be prepared and submitted to RUS.

### **Other**

The plan has given consideration to Internal Revenue Service Regulations, ASC 980 and 7.CFR.1767. The plan was developed to comply with all above referenced documents.

### **BOARD CERTIFICATION**

I, Connie Shuler, Board Secretary/Treasurer of Berkeley Electric Cooperative do hereby certify that the above is a true and correct excerpt from the minutes of the meeting of the Board of Trustees of Berkeley Electric Cooperative, held on the 24th day of February, 2025, at which meeting a quorum was present.

#### **President/CEO Reports-Mr. Fuller**

Mr. Fuller discussed that he is working with staff on cross training. VP of Member Services Amy Langdon will be switching with VP of IT Bryan Reece for six weeks starting March 10, while VP of Finance Joel Stevens will be switching with Director of Corporate Services Jason Smith for four weeks starting March 2. The four will be fully immersed in the cross training even switching offices for the duration of the change. Mike said that he is really focusing on growth and development. Mr. Fuller discussed the growth over the last 10-12 months.

**Attorney Report-Mr. Williams**

Mr. Williams discussed a few legal cases that he is working on.

Mr. William Smoak has resigned from the Trust Board and Mr. Jeffrey Homeier has been nominated to replace him for District 8. A motion was made by Mrs. Shuler and seconded by Mr. Clayton to approve the nomination for District 8.

**RESOLVED, that the Board of Trustees hereby approves the nomination for District 8, Mr. Jeffrey D. Homeier.**

**New Business-**

The Chairman then called for new business. There was none.

**Old Business – None.**

There being no further business to come before the Board, a motion was made to adjourn.



H. Wayne DeWitt, Chairman



Connie Shuler, Secretary





**BERKELEY ELECTRIC COOPERATIVE, INC.**  
**Service Rules and Regulations – February ~~2020~~ 2025**

**100- MEMBERSHIP AND SERVICE**

**101- APPLICATION FOR MEMBERSHIP**

Any person, firm, association, corporation or body politic, or subdivision thereof, desiring electric service shall sign a written application for membership and electric service and pay a membership fee together with a service connection fee and any service security deposit that may be required by the Cooperative. In this application, the member shall agree to purchase from the Cooperative all electric energy used on the premises and to be bound by the Cooperative's Articles of Incorporation and Bylaws and all Rules, Regulations and Rate Schedules established pursuant thereto. Upon termination of membership, the membership fee will be refunded or applied against any unpaid balance owed the Cooperative.

**102- SERVICE SECURITY DEPOSIT**

A service security deposit will be required from each member or prospective member before connecting service. The amount of standard deposit for residential and general service accounts shall be two (2) times the average monthly bill.

For residential accounts, deposits can be waived if the following criteria are met (excluding prepaid members):

1. For new members, passes a credit check using Cooperative criteria.
2. For existing members, has maintained an "A" credit rating for 12 consecutive months on all accounts (either active or inactive within the last year).
3. For any other reason as approved by the district office manager or vice president.

Commercial accounts are required to pay a service security deposit for all accounts. The district office manager or vice president may choose to waive a commercial deposit. Commercial accounts are permitted to post an approved surety bond, a CD, or a bank irrevocable letter of credit in lieu of a cash security deposit.

Deposits shall not ordinarily be more than the member's estimated/actual power bill for the two average month's service, except in one or more of the following circumstances:

1. When service is being furnished on the basis of a written contract.
2. When the applicant cannot/refuses to supply a social security number for

credit reporting.

3. When the Cooperative determines that a higher amount is necessary due to some unusual circumstance.
4. When the calculated deposit is less than the minimum deposit.

In determining the need for service security deposits, and in calculating the amount of such deposits, the Cooperative will give careful regard to the following factors:

1. Type of service involved
2. Risk involved in a new business enterprise
3. Reputation of the involved premises
4. Credit rating of the member
5. History of connects, disconnects, and reconnects at the involved premises or for the involved member
6. Any other factors having a realistic bearing on the member's financial dependability.

Should a member have service terminated for nonpayment or fraudulent use, the member will be required to pay the delinquent bill and applicable **service** charges before having service restored. In addition to the **service** charges, the Cooperative will require a new or additional service security deposit in the amount of the member's historical electric bill for the two (2) highest months of service. This deposit shall be placed in a 30-day payment arrangement for the member upon addition to the account.

Residential deposits will be returned as a bill credit after a two-year retention period without interest unless:

1. Stated otherwise in a written contract, or
2. The member's credit rating is less than A, or
3. A member has had their service terminated for nonpayment or fraudulent use since becoming a member, or
4. **The member cannot/refuses to supply a social security number for credit reporting.**

Commercial and industrial deposits, excluding deposits for large industrial/key accounts, will be returned as a bill credit after a five-year retention period without interest in accordance with the above guidelines. Due to the inherent risks associated with large industrial/key accounts, deposits for these accounts may be held for the entire life of the account.

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In any event, the deposit shall be refunded without interest upon termination of service, less any amounts the member may then owe the Cooperative.

Members who are transferring their service may transfer the service security deposit as well, with the two-year retention period following the original deposit date. An additional deposit may be required if the original deposit amount is not

sufficient for the new location based on the two-month average rule.

Based on the risk factors listed above, security deposits on existing accounts may be transferred to other active accounts when and if a member transfers their service. Deposits transferred will retain the two-year retention period following the original deposit date.

#### **103- SERVICE INTERRUPTIONS**

The Cooperative does not guarantee continuous and uninterrupted electric service and will not be liable for loss or damage to any member's equipment caused by any failure to supply electricity or by any interruption or reversal of the supply of electricity if due to any cause beyond the reasonable control of the Cooperative.

The member shall notify the Cooperative promptly of any defect in service or of any trouble or irregularity in the electric supply.

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member. The member to be affected by such interruptions shall, if practicable, be notified in advance.

#### **104- STANDBY POWER**

No electric power sold by the Cooperative shall be used as reserve, or standby service, or in any way in conjunction with any other power supplier without the Cooperative's prior written consent.

#### **105- RESALE OF POWER**

Members shall not directly resell electric energy for any purpose, except as permitted by state law. Members shall not divert electric energy to other premises or use it for purposes other than those permitted by the bylaws, rules and regulations of the Cooperative, and by state or local laws, rules and codes.

#### **106- OFFICE AND SERVICE HOURS**

The Cooperative's principal office is at Moncks Corner, South Carolina. District offices are maintained in Goose Creek, South Carolina; Awendaw, South Carolina; and Johns Island, South Carolina. The offices are open for business between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday.

Applications for electric service that require only the setting of a meter that are received by 3:00 P.M. will have same day service provided. Applications for service received after 3:00 pm will be set the following work day or may require an after-hours reconnection fee for restoring service on the same day. Service work for unusual conditions or circumstances may be arranged at other times upon

request. Emergency service work is performed 24 hours a day, seven days a week.

Service personnel may be reached by calling the Cooperative's regular number as listed in the various local telephone directories during regular hours and during non-office hours. All such telephone numbers will be regularly published in the Cooperative's monthly publication.

## **200- LINE AND SERVICE EXTENSIONS**

### **201- OVERHEAD CONSTRUCTION**

Each application for electric service will be classified into one of the following defined classifications and service will be extended accordingly.

#### **A. Permanent Establishments**

##### **1. Residential**

This classification includes residences requiring single phase electric service on a permanent year-round basis. Permanent, single-phase electric service facilities will be extended to such establishments without any requirements of contribution in aid of construction, facilities extension deposit, or written contract. A contract may be required on three-phase extensions. A mobile home shall be defined as a permanent residence when the property is owned by the occupant, and/or has an approved water and sewer system and the mobile home installation is approved by the Cooperative.

A residence shall be defined as a dwelling unit suitable for year-round family occupancy containing full kitchen facilities and shall be occupied by the owner, or shall be the principle place of residence of the occupant, or shall be leased by the occupant for a period of one year or more. Specifically excluded from this category are dwelling units licensed as rooming houses, hotels, motels, nursing homes or for other commercial uses.

##### **2. Community Buildings**

This classification includes permanent public buildings established for community use. This classification includes churches. Permanent single-phase electric service facilities will be extended up to 1,000 feet, for each establishment or member without any requirements of contribution in aid of construction, facilities extension deposit, or written contract. For extension beyond 1,000 feet, or for any three-phase electric service, a written contract may be required.

**3. Commercial and Industrial**

This classification includes permanent commercial and industrial establishments. Permanent single-phase electric service facilities will be extended up to 1,000 feet for each establishment or member without any requirements of contribution in aid of construction, facilities extension deposit, or written contract. For extension beyond 1,000 feet, or for any three-phase electric service, a written contract shall be required.

**B. Mobile Home**

Mobile homes located in mobile home parks will be extended service on the same basis as provided for in Section 201-A-1.

**C. Temporary Service**

Temporary service will be furnished for construction or other purposes. Unless the member expects to take permanent service from the Cooperative, a non-refundable charge shall be required for the installation of each temporary service. This non-refundable charge is to be in addition to the membership fee and service security deposit. . Such service must be located within 125 feet of the Cooperative's existing distribution lines. . Temporary service for special events may be provided without the fee.

The member applying for temporary service will be required to supply a suitable pole that shall be constructed in accordance with the National Electric Code, National Electrical Safety Code and applicable local governmental code requirements. In addition to the meter base, the temporary service pole shall be equipped with a protected service panel and necessary convenience outlets for use by the member. The member will be required to obtain their own inspection approvals for such installations. The location of the temporary pole shall be approved by the Cooperative.

The temporary service pole shall not be used by the member after the building has been occupied or the construction of the building has progressed to such a stage that the temporary service can be made permanent on the constructed building.

**D. Seasonal Establishments**

Service will be extended to establishments used on a seasonal basis; however, due to the anticipated low energy usage, a contribution in aid of construction, facilities extension deposit, and/or the written contract shall be required.

**E. Supplemental Farm Establishments**

This classification applies to facilities such as barns, chicken houses, and pig parlors. Single-phase and three-phase electric service facilities will be extended as provided for in Section 201-A-3.

**F. Supplemental Loads**

Supplemental loads are loads that do not give the Cooperative reasonable assurance of adequate revenue over a wide range of conditions related to:

1. Amount of new investment in comparison with the member's power requirements.
2. Anticipated duration of service, whether permanent, uncertain or short-term.
3. Member's financial responsibility and the risks in their business or occupation.

These supplemental loads, which include but are not limited to subdivisions and mobile home parks, shall require a written agreement.

**202- UNDERGROUND CONSTRUCTION**

The Cooperative will extend underground service, upon request, under the following conditions:

**A. Residential Developments**

At the request of an owner or developer, the Cooperative may install underground distribution facilities for service to single residences, permanent mobile home parks, apartments, town homes, and condos in new developments, where there is no existing overhead primary service, upon the following terms and conditions:

1. Underground service (including underground primary and service laterals) will be provided upon payment of a contribution in aid of construction, per service or lot. This is based on the amount of line extension needed to provide service, as compared to the allowances provided for in the tables in Appendix "C", titled Line Extension Allowances. These allowances consider various home sizes, appliance stocks, and the number of services per transformer. These allowances may be revised by the Cooperative as needed to reflect current construction costs and other appropriate factors. Such charge shall be equal to the excess footage, beyond the allowance as provided in the appropriate table in Appendix "C", times the charge per foot for underground primary installation in a development. Appendix "B," titled, "Worksheet for

Computing Contributions-in-aid of Construction". Should the average length of the secondary service exceed the amount as provided on the above referenced tables in Appendix C, an excess charge per service shall apply equal to the excess service length times the charge per foot, as provided on Appendix B. Where the characteristics of a development meet the criteria provided on the table in Appendix A, hereto, the charges for underground service will be as provided in such table, which has been developed from the tables in Appendix C, for simplification. In any event, though, the minimum charge for underground service, per service or per lot, will be not less than the amount shown on the above referenced tables in Appendixes A and C.

In all cases, a written contract will be required to include all Underground Service Rules and Regulations.

2. Where the construction within the development is to be random or non-sequential in nature, or where, in the opinion of the Cooperative, occupancy of substantial portions of the development is likely to be delayed for a significant period beyond the installation of the underground facilities, underground service will be provided only upon written contractual agreement.
3. Where, due to rock, shifting soil, high water table, or other sub-terrain conditions in the soil, if as much as 5% of the trenching work cannot be accomplished by use of standard trenching equipment, any excess cost occasioned by such conditions may be charged by the Cooperative to the owner or developer.
4. Additional charges may be made by the Cooperative to defray the cost of installing temporary overhead facilities installed at the request of and to accommodate the owner or developer.
5. The owner or developer will furnish, without cost to the Cooperative, necessary easements and rights-of-way and may be required to initially cut, clear, and grub the same. The owner or developer may be required to have the easements, rights-of-way, and all streets, alleys, sidewalks, and driveway entrances graded to final grade, and should have lot lines established before staking and construction of the electrical system begins.

All underground systems shall be located adjacent to roads within the development to allow for access by the Cooperative's equipment and personnel. The system will be installed under the following conditions:

- a. All of the provisions of this policy shall be met.

- b. All easements shall be granted and shall be recorded prior to start of construction.
  - c. Ingress and egress will be provided along the entire length of right-of-way.
  - d. Easements will be contiguous and in alignment with the length of any run of right-of-way from point of entrance to point of exit.
  - e. Easements or right-of-way will be in addition to any drainage or sewer easement that parallels power lines.
  - f. Fences shall not be erected along cable runs, as stated in recorded easement.
  - g. Working space, as required by the Cooperative's latest easements and/or safe work practices, must be provided at all transformer, junction, or switchgear locations and cable runs for operation and maintenance of systems, with access to a roadway provided for machinery to install or remove apparatus.
  - h. Fenced yards shall have access gates of sufficient size to permit material handling equipment necessary in the operation and maintenance of the underground electric system.
  - i. Areas will be provided by the owner or developer for switchgear and terminations with access as deemed necessary by the Cooperative.
  - j. Meter locations shall be spotted by Cooperative personnel and shall be accessible at all times for the purpose of servicing and reading.
  - k. Provisions of the Underground Extension Policy and/or Underground Extension Contract shall be incorporated into the restrictive covenants of the development.
6. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the Cooperative's approval and the owner or developer agreeing to pay the Cooperative the estimated additional cost incurred thereby, either up front or by written contract.



7. The Cooperative shall have the option of placing transformers above ground on pads of its specifications and/or design, or underground, and in enclosures of its specifications and/or design as the Cooperative in its sole discretion may determine to be practicable.
8. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the owner or developer and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damages. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.
9. The owner or developer may be required to pay all costs incurred in cutting through and replacing pavement within the development.
10. Member or developer will provide ingress and egress to the Cooperative at all times to inspect, maintain, replace or repair the Cooperative's facilities. The Cooperative will make a reasonable attempt to restore sod and grass to the original state, but shall not be responsible for landscaping area or repairing fences installed within the Cooperative's right-of-way easement.
11. The owner or developer will be required to install all road crossing conduit required by the Cooperative as shown on the Cooperative's underground layout design. The Cooperative will supply the conduits to the owner or developer.

**B. Residential Areas with Existing Overhead Primary**

At the request of an owner or developer, the Cooperative will furnish and install underground secondary services in areas already being served with existing overhead primary service, to include mobile homes as defined in Section 201-A-3 and upon the following terms and conditions.

1. Where the service drop does not require more than 250 feet of service cable and the unit is classified as total electric, the Cooperative may install the service underground without charge to or contribution from the owner, developer or member.
2. Where the installation requires more than 250 feet of service cable, or the unit is classified as non-total electric, the owner or developer may be required to make a non-refundable contribution at the Cooperative's standard cost per foot for underground service, as provided in the fee schedule.
3. The owner or developer may be responsible for the cost of cutting through and replacing pavement or directional boring under the

pavement within the development.

4. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer agreeing to pay to the Cooperative the estimated additional cost incurred thereby.
5. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damages. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.

**C. Conversion of Service Drops**

At the request of an owner, the Cooperative may replace existing overhead service drops (insulated service wires) with underground service, upon the following terms and conditions:

1. The owner may be required to pay a non-refundable overhead to underground conversion fee to remove the existing overhead service, provide the trench, and/or install conduit for underground service.
2. Upon payment of the removal charge, the installation of the underground service will be governed by the provisions of Paragraph "B" above ("Residential Areas with Existing Overhead Primary").
3. Any expense incurred in relocating the member's service entrance facilities to accommodate the underground service drop shall be borne by the member.

**D. Commercial, Industrial, and/or Farm Installations**

Upon request from the member, the Cooperative will install underground services to a commercial, industrial, or farm installation, upon the member agreeing to pay the estimated excess cost (if any) of installing underground over the cost of conventional overhead service. In all cases, the Cooperative shall require a written contractual agreement prior to beginning construction.

**E. Public Buildings**

Underground service may be furnished, upon request, to new schools, churches, community halls, fire stations and other structures not privately

owned but dedicated to the public use and benefit, in accordance with the provisions set forth in Sections A, B, and C, or when, as determined solely by the Cooperative, it is in the best interest of the Cooperative. Contribution in Aid of Construction required herein may be waived only upon the approval of the President and CEO or their designee.

### **203- CONSTRUCTION DAMAGE**

The Cooperative will follow the most recent South Carolina laws prior to performing boring, digging, or excavating work to extend electrical service. However, if there are still concerns regarding the locations of other facilities underground, such as septic tanks, then the member or property owner may be required to sign a damage release form prior to construction.

If, after the Cooperative has installed its facilities in their proper place, damage is caused to the Cooperative's facilities by the member, property owner, developer, builder, etc., it is expected that the individual or entity causing the damage will pay the Cooperative for such damages before any additional work is performed. Delays in service caused by these damages will not be the fault of the Cooperative.

### **204- FREQUENCY AND VOLTAGE**

The Cooperative's electrical distribution system is an alternating current (AC) system operating at a frequency of 60 hertz (Hz) per second; all services will be provided as such.

The voltage, number of phases, and type of metering which will be supplied depends upon the Cooperative's facilities available and upon the character, size and location of the load to be served. Therefore, the member shall consult the Cooperative before proceeding with the purchase or installation of wiring or equipment. To avoid misunderstanding, this information must be provided in writing.

The standard secondary voltages described below are nominal and are subject to a plus or minus five percent (5%) variation as per the latest edition of ANSI C 84.1 Table 1, titled "Standard Nominal Voltages and Voltage Ranges":

- Single-phase, 3-wire, 120/240 volts
- Three-phase, 120/208 volts
- Three-phase, 120/240 volts
- Three-phase, 277/480 volts

Voltages other than those listed above may be supplied when approved in writing by the Cooperative's appropriate personnel. A written contract will be required for any non-standard voltage.

The standard primary voltages described below are nominal and are subject to the

latest edition of ANSI C 84.1 Table 1, titled "Standard Nominal Voltages and Voltage Ranges":

Single-phase, 2 wire; 7,200; 13,800; 14,400 volts  
Three-phase, 4 wire; 7,200/12,470; 13,800/23,940;  
and 14,400/24,900 volts

It will not be considered a violation when voltages outside of the prescribed limits are caused by any of the following:

1. Action of the elements;
2. Service interruptions;
3. Temporary separation of parts of the system from the main system;
4. Infrequent fluctuations not exceeding five (5) minutes duration;
5. Other causes beyond the control of the Cooperative.

### **300- SERVICE CONNECTIONS, WIRING, AND EQUIPMENT**

#### **301- SERVICE CONNECTIONS**

The Cooperative will furnish and install only one service drop to a metered point. The member must furnish a point of attachment for the Cooperative's service facilities which will meet the National Electric Code and applicable local governmental code requirements.

The point of attachment furnished by the member must be located at a point designated by the Cooperative where the Cooperative facilities can be constructed at reasonable cost, and in accordance with sound engineering practices. It is the responsibility of the member to ensure that the attachment point is accessible by Cooperative.

The Cooperative's responsibility for installation and/or maintenance of service facilities shall not extend beyond the point of attachment to the member's building, central distribution point, or the electric power consumption measuring device.

When the member's service requirements are of such a nature that a central distribution point be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities and the member may attach their required facilities to the pole. A member may have any number of service connections under one membership. Members desiring additional service connections must file written application for each such desired service connection on the new service application provided by the Cooperative.

When it is necessary to relocate the existing facilities of the Cooperative and the relocated Cooperative facilities are not convenient to the existing service facilities of the member, the Cooperative will pay for relocation of the member's service

facilities.

All service facilities and equipment constructed and installed by the Cooperative shall remain the sole property of the Cooperative and shall not become part of the property or premises to which said facilities are attached or on which said facilities are constructed.

No facilities of the member should be placed on the existing right-of-way of the Cooperative or under or on primary or secondary lines of the Cooperative. The cost of moving facilities shall be the responsibility of the member. The Cooperative may relocate its facilities upon advance payment of all costs of relocating lines by the member.

### **302- GENERAL WIRING REQUIREMENTS**

Each member shall cause all premises receiving electric service pursuant to their membership to become and remain wired in accordance with the specifications and requirements of the National Electric Code and any requirements of local government agencies having jurisdiction over the premises. All service entrance cables shall be exposed or in rigid conduit in plain sight from the service head to the meter socket. A separate ground wire of sufficient size shall extend from the meter socket and shall be connected to the driven ground rod in accordance with applicable code requirements.

All electric homes must be equipped with at least 150 ampere service entrance facilities.

In no event shall the responsibility of the Cooperative extend beyond the metering point at which its service wires are attached to the meter loop provided for measuring electricity used on such premises.

### **303- MEMBER EQUIPMENT**

#### **A. Electric Motors**

The Cooperative must always be consulted on motor installations larger than seven and one-half (7 1/2) horsepower. The maximum permissible size may depend upon the member's location on the distribution system and the potential impact on other members on the same circuit.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting in many cases in variation in the voltage supplied to other members who receive service from the same circuits or transformers. Therefore, it may be necessary that the Cooperative limit the amount of starting current which may be drawn by a motor.

All motors should be provided with devices that will protect the motor

against overload or short circuit. All three-phase motors shall have overload protection devices on each of the three-phase wires to insure proper protection for the motor. Motors that cannot be safely subjected to full voltage at starting should be provided with a device to insure that, on the failure of the supply voltage, the motor will be disconnected from the line.

The direction of phase rotation and the continuity of all three-phase currents are guarded with great care, but the Cooperative cannot guarantee against accidental or temporary change of phase or the failure of one or more phases (single phasing); therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three-phase supply shall be equipped with suitable protection against such reversal or phase failure.

**B. Standby Generators**

Where auxiliary or breakdown service is installed by the member to provide emergency power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator.

**C. Distributed Resources**

Distributed resources that generate or store energy, such as solar arrays and batteries respectively, may be connected in parallel to the Cooperative's system only if they have satisfied all the requirements set forth in the Cooperative's latest standards for interconnection. These standards include a process for application, approval, inspection, testing, etc. that must be adhered to closely before the distributed resource may interconnect with the Cooperative's system.

**D. Electric Welders and Miscellaneous Devices**

Members desiring to operate electric welders or other devices with high inrush or fluctuating currents must supply the Cooperative with information regarding the electrical characteristics of the equipment. Service will not be allowed to equipment which adversely affects the Cooperative's equipment or the service to other members.

The Cooperative must be consulted before the purchase or installation of the equipment.

**E. Member Responsibility**

All such required protection equipment shall be installed at the cost of the member.

### 304- POWER FACTOR

Maintaining a high power factor on the Cooperative's electrical distribution system is important to the economic and efficient operation and maintenance of the system. Electric motors can contribute to low power factor on the system that is unfavorable to both the Cooperative and the members.

Where the overall power factor of the member's load is less than 90% lagging, the Cooperative may require the member to install, at their own expense, equipment to correct the power factor at their equipment or service location. The Cooperative reserves the right to measure the power factor at any time.

### 305- LOAD BALANCE

When multiphase service is furnished, the member will at all times maintain a reasonable balance of load between the phases.

### 400- ELECTRICAL SERVICE RATES

*Note: Churches or church buildings shall be classified as residential.*

#### **REGULAR RESIDENTIAL SERVICE - RATE SCHEDULE "RS"**

~~Applicable to residential consumers, churches, or church buildings, supplied through one meter. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. Applicable to residential members supplied through one meter. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.~~

#### **RESIDENTIAL SERVICE - TIME-OF-DAY - RATE SCHEDULE "R-TOD"**

~~Applicable, on an optional basis, to residential consumers, churches, or church buildings, supplied through one meter. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.~~

~~Applicable, on an optional basis, to residential members supplied through one meter. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This is an experimental rate and may be altered or discontinued at any time solely at the discretion of the Cooperative. The Cooperative may also limit the number of members served under this rate.~~

~~A special condition for this rate is that the Cooperative shall install metering equipment to measure the member's loads and usage patterns and to obtain~~

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~~other data necessary to determine the member's load characteristics.~~

**RESIDENTIAL NET METERING TIME-OF-USE SERVICE FOR INTER-CONNECTED MEMBER OWNED GENERATION, SCHEDULE "NM-TOU"**

~~Applicable to residential members who operate an Eligible Generation Source, as defined in Rate Schedule NM-TOU, and in accordance with the "Applicability" and "General Conditions," provisions of the rate schedule. Service under this schedule is available on a first-come, first-served basis as a pilot program, unless and until the Cooperative provides otherwise. In addition, service under this schedule is available only for single-phase generation systems complying with the standards provided in the rate schedule. Under this schedule, the Nameplate Rating of the generation system may not exceed the lesser of the consumer's actual or estimated maximum monthly kilowatt (kW) demand or 50 kW.~~

**RENEWABLE GENERATION SURPLUS RIDER - RATE SCHEDULE "RG RIDER"  
RESIDENTIAL AND NON-RESIDENTIAL: NET METERING AND RENEWABLE SURPLUS GENERATION RIDERS**

~~Available to residential and general service receiving concurrent service through the Cooperative's Residential Rate Schedules, and General Service Rate Schedules GS (Non Demand billed Rates), and who own and operate a solar photovoltaic, wind-powered, biomass-fueled, or micro-hydro generating system ("generating system") located and used at the member's primary legal residence or business where a part or all of the electrical requirements of the member can be supplied from the member's generating system. This Rider is available on or after March 1, 2019 and is NOT available to Time of Day Demand based rates. These Riders are applicable to Residential members up to the lower of their maximum kW use or 20 kW and for NON-RESIDENTIAL to the lower of their maximum kW use or 100kW. The NET METERING rider is closed to new applicants as of March 31, 2019 and scheduled to close as of December 31, 2020. The new Renewable Surplus Generation rider evaluates annually the value of surplus kWh applied to the prior year actual wholesale cost and line losses.~~

**GENERAL SERVICE - RATE SCHEDULE "GS-1"**

~~Applicable to all single-phase non-residential consumers supplied through one meter. Applicable to all multi-phase non-residential consumers whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. Applicable to all single-phase non-residential members supplied through one meter. Applicable to all multi-phase non-residential members whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.~~

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**GENERAL SERVICE - TIME OF DAY - RATE SCHEDULE "GS-TOD"**

Applicable, on an optional basis, to all single-phase non-residential consumers supplied through one meter and to all multi-phase non-residential consumers whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.

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~~Applicable, on an optional basis, to all single phase non-residential members supplied through one meter and to all multi-phase non-residential members whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This is an experimental rate and may be altered or discontinued at any time solely at the discretion of the Cooperative. The Cooperative may also limit the number of members served under this rate.~~

*A special condition for this rate is that the Cooperative shall install metering equipment to measure the member's loads and usage patterns and to obtain other data necessary to determine the member's load characteristics.*

**GENERAL SERVICE -- OPTIONAL - RATE SCHEDULE "GS-2"**

Applicable to all single-phase non-residential consumers supplied through one meter. Applicable to all multi-phase non-residential consumers whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.

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~~Applicable to all single phase non-residential members supplied through one meter. Applicable to all multi-phase non-residential members whose service requirements necessitate the installation of 100 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative.~~

**SCHOOL SERVICE - RATE SCHEDULE "SCH"**

For electric service to schools of one standard secondary voltage required on consumer's premises, delivered at one point and metered at and compensated to that voltage and where required transformer capacity exceeds 100 kVA.

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~~For electric service to schools of one standard secondary voltage required on member's premises, delivered at one point and metered at and compensated to that voltage and where required transformer capacity exceeds 100 kVA.~~

**LARGE POWER SERVICE - RATE SCHEDULE "LPS-1" MULTI-PHASE**

Applicable to non-residential consumers for all electric service of one standard

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secondary voltage required on consumer's premises, delivered at one point and metered at or compensated to that voltage, and where required transformer capacity exceeds 100 kVA. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is applicable only to consumers not eligible for service under one or more of the Cooperative's other rate schedules.

~~Applicable to all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage, and where required transformer capacity exceeds 100 kVA. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is applicable only to non-residential members not eligible for service under one or more of the Cooperative's other rate schedules.~~

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### **LARGE POWER SERVICE TIME OF DAY RATE SCHEDULE "LPS-2" MULTI-PHASE**

~~Applicable to large power members only and on a voluntary and limited basis at the Cooperative's option, for all electric service at one standard voltage required on member's premises, delivered at one point and metered at or compensated to that voltage, and where required transformer capacity exceeds 100 kVA. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative.~~

### **LARGE POWER SERVICE - COINCIDENTAL PEAK - RATE SCHEDULE "LPS-3" MULTI-PHASE**

Applicable, on an optional basis, to large power consumers, for all electric service of one standard secondary voltage required on consumer's premises, delivered at one point and metered at or compensated to that voltage. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is applicable to consumers requiring over 100 kVA transformer capacity, but not more than 5,000 kilowatts demand.

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~~Applicable to large power members only on a voluntary and limited basis at the Cooperative's option, for all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is applicable to members requiring over 100 kVA transformer capacity, but not more than 5,000 kilowatts demand. This is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative.~~



## **LARGE POWER AND INDUSTRIAL SERVICE - RATE SCHEDULE "LPIS-1"**

Applicable to non-residential consumers (excluding schools and churches) for all electric service of one standard voltage required on consumer's premises, delivered at one point and metered at or compensated to that voltage, and where the contract demand or actual or anticipated demand is greater than 1,000 kW. The consumer shall consult the Cooperative on motor starting considerations.

Applicable at the member's option for all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage, and where anticipated load will exceed 1,000 kW. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7½) horsepower without consent from the Cooperative. This rate is applicable only to non-residential members not eligible for service under one or more of the Cooperative's other rate schedules.

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## **INDUSTRIAL SERVICE RATE SCHEDULES - RATE SCHEDULE "IS-1"**

Applicable to any consumer meeting the eligibility requirements stated under the "APPLICABILITY" provision of a Central Electric Power Cooperative, Inc. (Central) Rate Schedule and/or rider(s). Additionally, consumer load must exceed 3,000 kW maximum 30 minute demand for a single point of delivery, which will establish the minimum contract demand. If the consumer ceases to qualify, they will be moved to another appropriate rate.

Applicable to any member meeting the eligibility requirements stated under the "APPLICABILITY" provision of a Central Electric Power Cooperative, Inc. (Central) Rate Schedule and/or rider(s).

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## **ELECTRIC VEHICLE CHARGING SERVICE RATE SCHEDULE "EV"**

Applicable for controlled charging of electric vehicles where all, or substantially all electric service (as determined solely by the Cooperative) is used for charging electric vehicles during "off peak" periods. Service provided hereunder will be supplied through one meter and will be controlled by the Cooperative to prevent usage of energy except during "off peak" periods.

## **ELECTRIC VEHICLE CHARGING SERVICE RIDER "EVR"**

This rider is applicable to portions of electric service provided under one or more of the Cooperative's other standard rate schedules, excluding schedules LPS-2, LPS-3, EV, IS-1, R-TOD, and GS-TOD, and any other rate schedule incorporating an on-peak/off-peak period pricing concepts. Service provided hereunder will be "separately metered" in accordance with the Cooperative's specifications and will be controlled by the Cooperative to prevent usage of energy except during "off-peak" periods. The cost of installing "separate metering" will be the member's responsibility, except that the Cooperative will provide a suitable meter base and will provide and install an appropriate meter and control device for service to be provided hereunder.

#### **OUTDOOR LIGHTING SERVICE RATE SCHEDULE "OLS"**

Applicable to individual members for dusk-to-dawn outdoor lighting as per the Cooperative's specifications and standards for lighting. The rate includes the light and associated equipment and materials for proper operation, as well as the Cooperative approved pole where applicable. It is understood that lighting technology and the Cooperative's specifications and standards are subject to change. However, the Cooperative is not obligated to change out previously accepted lighting until it deems necessary due to factors such as age, performance, and operating costs.

#### **SUBDIVISION LIGHTING SERVICE RATE SCHEDULE "SLS"**

Applicable to street lighting in residential subdivisions, apartment, condominium, or office complexes, and mobile home parks, as per the Cooperative's specifications and standards for lighting. The rate includes the light and associated equipment and materials for proper operation, as well as the Cooperative approved pole where applicable. It is understood that lighting technology and the Cooperative's specifications and standards are subject to change. However, the Cooperative is not obligated to change out previously accepted lighting until it deems necessary due to factors such as age, performance, and operating costs.

#### **MUNICIPAL LIGHTING SERVICE RATE SCHEDULE "MLS"**

Applicable to incorporated municipalities for dusk-to-dawn lighting as per the Cooperative's specifications and standards for lighting. The rate includes the light and associated equipment and materials for proper operation, as well as the Cooperative approved pole where applicable. It is understood that lighting technology and the Cooperative's specifications and standards are subject to change. However, the Cooperative is not obligated to change out previously accepted lighting until it deems necessary due to factors such as age, performance, and operating costs.

#### **MONTHLY ADJUSTMENT FACTOR - SCHEDULE "MAF- 43"**

This schedule is applicable to and becomes a part of each electric service rate schedule of the Cooperative in which reference is made to Schedule "MAF".

#### **401- FILING OF RATE SCHEDULES**

A copy of the Cooperative's applicable retail rates shall be on file at the South Carolina Public Service Commission, and will be provided at either the headquarters or any district office of the Cooperative.

#### **500- METERING**

**501- ELECTRIC METERS**

All meter bases shall be installed on an exterior wall as nearly as possible at eye level, and in no case more than six (6) feet above finished grade level, and at a point designated or agreed to by the Cooperative.

The member shall furnish and install the meter enclosure/socket, and all suitable wiring within the meter enclosure/socket, to permit the Cooperative to install the meter without any additional materials. The meter enclosure/socket must meet the Cooperative's specifications.

For large single-phase installations of over 200 amperes and for all three-phase installations, the Cooperative will specify the type of meter equipment required before installation of same.

All meters shall be placed ahead of all switches and fuses unless otherwise agreed to by the Cooperative in writing.

**502- METER READING**

The Cooperative will make every effort possible to read the meters of all members each month. Meters will be read either manually or remotely using technology deemed appropriate by the Cooperative. If the Cooperative is unable to obtain a reading remotely, personnel will be sent to the location to manually read the meter. If the Cooperative is unable to gain access to read the meter manually, the meter reading and corresponding usage for the month will be estimated based on the member's previous usage. Since meter readings are continuous from month to month, any error in such estimate will be automatically corrected once an accurate reading is obtained.

~~Any members who choose to "opt out" of having their meter remotely read by the Cooperative will be required to pay the monthly non-standard meter reading fee as listed in the fee schedule on a monthly recurring basis as long as the meter has to be manually read.~~

**503- INCORRECT READING OF METERS**

Corrections shall be made whenever meters are incorrectly read. The correct reading shall be ascertained whenever possible, and the bills will be recalculated as nearly as possible to reflect the correct usage.

**504- FAILURE OF METER TO REGISTER CORRECTLY**

If a meter fails to register correctly, the member will be billed on an estimated consumption, which will be based on the previous usage of the member. Consideration will be given to consumption in month's immediately preceding,

consumption in similar periods of other years, comparative usage and sizes of connected loads, and other relevant facts. Adjustments shall be handled as outlined in Section 505.

**505- METER TESTING**

The Cooperative will, upon the member's request, test the accuracy of the member's meter upon the member agreeing to pay a meter test fee. If the meter, upon testing, is found to be more than 2% (plus or minus) in error, the meter test fee shall be refunded to the member, and the member's bill will be adjusted for not more than the twelve (12) months immediately preceding the test. If the meter is found to be less than 2% (plus or minus) in error, the meter test fee will not be refunded.

The fee for testing may be collected prior to the meter being removed from service. The Meter Test Fee is listed in the Cooperative's Fee Schedule.

**600- BILLING**

**601- BILLING PERIOD AND PAYMENT OF BILLS**

**A. All Member Rate Classifications Other Than Industrial Rate Schedules**

All members shall be billed monthly. Bills are due and payable upon receipt. Failure to receive a bill does not relieve the member's obligation to pay.

The bills of members shall be considered past due if payment is not made by the past due date which appears on the bill. If the total amount is not paid by the past due date, the service will be subject to disconnection.

Payment of bills may be made by mail, Internet, telephone, bank draft, or in person at the Cooperative's offices in Moncks Corner, district office in Goose Creek, district office in Johns Island, district office in Awendaw and at other designated collection stations.

Past due accounts requiring field collection will obligate the member to pay a collection fee.

**B. Industrial Service Rate Schedules**

The bills of members shall be considered past due if payment is not made by the due date which appears on the bills or is otherwise stated in the contract for service.

Payment of bills shall be made by mail, Internet, telephone, wire transfer,

bank draft, or in person, but in any event, shall be made in accordance with the contract for services. In the event of a billing dispute, the member shall pay the total amount billed; however, the amount paid shall be subject to refund.

Terms of payment and disconnection shall be further governed by the provisions stated in the contract for service between the Cooperative and each member.

#### **602- DISCONNECT FOR FAILURE TO PAY AND RECONNECTION FEE**

All members whose service has been disconnected for failure to pay their bills in accordance with the provisions of Section 601 shall be required to pay a reconnection fee prior to reconnection. Normally, reconnections shall be made only during regular working hours. Reconnections requested and made other than regular working hours shall be made only upon receipt of the after-hours reconnection fee payment up to 9:00pm. Any reconnection requests made after 9:00pm will not be completed until after 8:00am the following day. If an additional trip is required after normal hours up to 9:00pm, an additional trip reconnection fee may be charged per trip. Additional trips will not be made after 9:00pm.

#### **603- RETURN CHECKS**

If a check is returned with non-payment for any reason, a return check handling charge will be collected in addition to the amount of the bill. If it is necessary to visit the premises for the purpose of collecting a dishonored check, a collection fee shall be collected.

#### **604- DISCONNECTS FOR NON-PAYMENT DURING INCLEMENT WEATHER**

Cooperative management may waive or delay disconnects for nonpayment due to severe or inclement weather conditions, emergencies, or operational difficulties. Normal disconnect procedures will be implemented as soon as possible, thereafter, but the delay will not normally exceed five (5) working days.

##### **A. Inclement weather guidelines (based on the National Weather Service):**

1. **Extreme Cold** – Temperatures are projected to fall below 32 degrees Fahrenheit or less for the ensuing 24-hour period. *Temperature must be greater than 32 degrees before working disconnects.*
2. **Extreme Heat** – Temperatures are projected to reach 95 degrees Fahrenheit or higher for the ensuing 24-hour period.

##### **B. This policy does not apply to hazardous situations, commercial disconnects, prepaid accounts, fraudulent activity, or pilfering of current.**



#### **605- OTHER REASONS FOR DISCONNECTIONS**

Service may be denied or discontinued for any of the following reasons without notice or consideration for weather conditions:

- A. In the event of a condition determined by the electric Cooperative to be hazardous or dangerous.
- B. In the event of member's use of equipment in such a manner as to adversely affect the electric Cooperative's service to others.
- C. In the event of unauthorized or fraudulent use.
- D. For failure of the member to fulfill their contractual obligations for service and/or facilities subject to regulations of the Cooperative.
- E. For failure of the member to permit the Cooperative reasonable access to its equipment.
- F. For failure of the member to furnish permits, certificates, and rights-of-way, as necessary to obtaining service or in the event such permissions are withdrawn or terminated.
- G. For failure of the member to comply with reasonable restrictions on the use of the Cooperative's service, provided that notice has been given to the member and that written notice has been furnished to the Cooperative.
- H. The Cooperative shall not be required to furnish its service or continue its service to any member who is indebted or if any member of the household is indebted, under an undisputed bill to such Cooperative for service, previously furnished any other member of the current member's household or business.
- I. The Cooperative may terminate a member's service should the consumer be in arrears on an account for service at another premise.
- J. For the member's use of the Cooperative's service that conflicts with, or violates orders, ordinances or laws of the state or any subdivision.

#### **606- TAMPERING**

After the member has applied for and/or received service from the Cooperative, they shall make every reasonable effort to prevent tampering with the meter and service drop serving the premises. A member shall notify the Cooperative as soon as possible, of any tampering with, damage to, or removal of any equipment.



Tampering with meters or with conductors carrying un-metered current and unauthorized breaking of the Cooperative's seals is prohibited by the law and will not be tolerated by the Cooperative. The Cooperative may discontinue service if the meter, conductor, or seals have been tampered with.

1. A member can prevent discontinuance of service or have service reconnected by paying the applicable ~~service charge and an inspection fee~~ and make payment for any loss or expense incurred by the Cooperative due to the tampering and/or diversion. Adequate assurance against further loss in the form of an additional deposit may be required.
2. A member's bill may be adjusted to reflect normal usage should any tampering reflect other than normal meter reading.
3. Nothing herein shall prevent the Cooperative from instituting appropriate legal actions for violations of and/or noncompliance with these provisions.

If the Cooperative has undercharged any member as a result of a fraudulent or willfully misleading action of that member, or any such action by any person (other than the employees or agents of the Cooperative), such as tampering with, or bypassing the meter when it is evident that such tampering or bypassing occurred during the residency of that member, or if it is evident that a member has knowledge of being undercharged without notifying the electric utility as such, then notwithstanding 1 of this rule, the electrical utility shall recover the deficient amount provided as follows:

1. If the interval during which the member was undercharged can be determined, then the electrical utility shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.
2. If the interval during which the member was undercharged cannot be determined, then the electrical utility shall collect the deficient amount incurred during the twelve-month period preceding the date when the billing error was discovered by the electrical utility.
3. If the usage and/or demand incurred by that member during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.
4. If the metering equipment has been removed or damaged, then the electrical utility shall collect the estimated cost of repairing and/or replacing such equipment.

#### **607 – DISCONNECTION OF SPECIAL NEEDS ACCOUNT MEMBERS**

"Special needs account member" means the account of a residential member where the member can furnish a document signed by a licensed health care provider stating that:

1. The member suffers from Alzheimer's disease or dementia or

2. Disconnection of electric service would be dangerous to the health of the member or a person residing in the member's household at the premises to which electric service is rendered.

"Licensed health care provider" means a licensed medical doctor, physician's assistant, nurse practitioner, or advanced-practice registered nurse. Such a form shall be valid for one year. Upon expiration, the member must submit a new form to retain qualification as a special needs account member. If a special needs member cannot pay the electric bill in full, does not qualify for a payment arrangement, and does not receive assistance from local social service agencies, normal disconnect procedures will apply, including notification procedures, payment options, and reconnection options.

#### **608 - SERVICE CHARGE RECONNECTION FEES**

In all classifications of service, the member shall pay a membership fee and service security deposit, or be a present member in good standing. Should Cooperative personnel have to make more than one trip for a given situation for a given member, the member shall pay ~~a service charge~~ an additional trip reconnection fee for each trip to said location during normal office hours.

A line crew service charge shall be paid when a request for service after hours requires a line personnel to perform such services. Service under this provision shall include:

1. Reconnecting service at pole where service has been disconnected for non-payment.
2. Requests for service connections after hours and where member agrees to pay the line crew service charge in advance.
3. Any other service that the Cooperative would not normally provide after normal hours.

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#### **609- EXTENSION OF CREDIT**

The Cooperative may deviate from its policy on cut-offs for delinquent bills only in accordance with the following standards:

When it is determined that extension of credit for a fixed time, or arrangement for installment payments of the bill will not unduly impair the Cooperative's ability to effectuate final collection of the bill; or

When the involved bill is a final bill covering service to a farm, home, or other residential account and the main building thereof had been destroyed by fire not caused by act of arson on the part of the member or their family; or

When to disconnect service might pose immediate danger to the member or other

persons due to illness or when the household is immediately and directly affected by death.

## **700- EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY**

### **701- MEMBER TO GRANT EASEMENT TO COOPERATIVE IF REQUIRED**

Each member shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or rights-of-way over, on and under such lands owned by the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of electric service to him or for the construction of other facilities necessary for furnishing service to others or for distributing power between two or more otherwise unconnected points on the Cooperative's system.

### **702- RIGHT OF ACCESS**

The Cooperative's identified employees shall have the right of access to member's premises, as necessary, for the purpose of reading meters, testing, repairing, removing, maintaining or exchanging any or all equipment and facilities which are the property of the Cooperative. Access at all hours may be necessary to restore power in an outage situation.

### **800- REMOVAL OF FACILITIES**

The Cooperative will remove facilities from a member's premises where such facilities serve only the member requesting removal and if the removal meets good engineering practices as determined by the Cooperative.

The facilities will be removed at no cost to the member. In the event the same member, at a later date, wants basically the same facilities reinstated, the member shall pay a non-refundable contribution in aid of construction which includes cost of construction and removal at current prices before such facilities will be reinstated.

In the event the same member requests the line be removed again, only the salvage value of the material will be refunded to the member. Such salvage value will be calculated at the time of the removal of the facilities.

### **900- GENERAL CONDITIONS FOR MEMBER WITHDRAWAL**

A member may voluntarily withdraw in good standing from membership upon compliance with the generally applicable conditions set forth following:

1. Payment of any and all amounts due the Cooperative, and cessation of any non-compliance with their membership obligations; all as of the effective date of withdrawal; and
  - a. Removal to other premises not furnished service by the Cooperative;  
or
  - b. Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative, pursuant to their membership.
2. Upon such withdrawal, the member will be entitled to refund of any remaining membership fee and service security deposit then held by the Cooperative.