

# **Terms and Conditions of Retail Electric Service**

**EFFECTIVE NOVEMBER 1, 2009**

**YOU ARE HEREBY NOTIFIED THAT WHEN THIS ACCOUNT IS  
CLOSED, ANY CREDIT BALANCE UNDER \$1.00 IS RETAINED BY  
SANTEE COOPER AS A TERMINATION SERVICE CHARGE.**

**Revised April, 2009**



**santee cooper**

**TABLE OF CONTENTS  
TERMS AND CONDITIONS**

<b>I. GENERAL .....</b>	<b>1</b>
(a) SCOPE .....	1
(b) AVAILABILITY .....	1
(c) REVISION .....	1
(d) RATES .....	1
(e) FEE SCHEDULE .....	1
(f) RATE SCHEDULES .....	1
(g) AUTHORITY OF THE BOARD OF DIRECTORS / STATEMENTS BY AGENTS .....	1
(h) NOTIFICATION AND DELIVERY .....	1
(i) FORM AND METHOD OF PAYMENT .....	1
<b>II. SERVICE LIMITATIONS .....</b>	<b>1</b>
(a) CHARACTER OF SERVICE .....	1
(b) SINGLE POINT OF DELIVERY .....	1
(c) COMPLIANCE WITH AVAILABILITY .....	1
(d) LIMITATION OF LOADS .....	1
(e) UNUSUAL CONDITIONS .....	2
(f) INCREASED LOAD .....	2
<b>III. SERVICE APPLICATIONS .....</b>	<b>2</b>
(a) METHOD OF APPLICATION .....	2
(b) APPLICATION FORMS AND AGREEMENTS .....	2
(c) SERVICE INFORMATION FROM SANTEE COOPER .....	2
(d) SELECTION OF APPLICABLE RATE SCHEDULES .....	2
(e) UNAUTHORIZED USE OR USE INCONSISTENT WITH THESE TERMS AND CONDITIONS .....	2
(f) CUSTOMERS VACATING PREMISES .....	2
(g) CONTRACT TERM .....	3
(h) TEMPORARY SERVICE .....	3
<b>IV. CREDIT, PAYMENT GUARANTEES AND DEPOSITS .....</b>	<b>3</b>
(a) PAYMENT OBLIGATION .....	3
(b) COLLECTION PROCEEDINGS .....	3
(c) PRIOR INDEBTEDNESS TO SANTEE COOPER .....	3
(d) DEPOSITS .....	3
(e) INTEREST ON DEPOSITS .....	3
(f) RETURN OF DEPOSIT AND PAYMENT OF INTEREST .....	3
<b>V. SUPPLY AND USE OF SERVICE .....</b>	<b>4</b>
(a) CONTINUITY OF SERVICE .....	4
(b) THREE-PHASE EQUIPMENT .....	4
(c) SUSPENSION OF SERVICE FOR REPAIRS .....	4
(d) UNUSUAL CONDITIONS – CURTAILMENT OR DISCONTINUANCE .....	4
(e) UNUSUAL CONDITIONS – REFUSAL TO SERVE .....	4
(f) USE OF ENERGY BY CUSTOMERS .....	4
(g) POWER FACTOR REQUIREMENTS .....	4
(h) DISTRIBUTING LOADS .....	4
(i) UNBALANCED LOADS .....	4
(j) SINGLE SOURCE OF POWER SUPPLY .....	5
(k) RESALE OF ENERGY .....	5

(l)	LIABILITY .....	5
(m)	CHANGES IN CUSTOMER'S SERVICE CONDITIONS.....	5
(n)	SAFETY CODE VIOLATIONS.....	5
(o)	SINGLE POINT OF SERVICE.....	5
(p)	TRANSCIENT VOLTAGES.....	5
<b>VI.</b>	<b>CUSTOMER'S INSTALLATION.....</b>	<b>5</b>
(a)	INSTALLATION RULES .....	5
(b)	INSTALLATION APPROVAL.....	5
(c)	MARKING METER BASES.....	5
(d)	SERVICE CONNECTION .....	6
(e)	SERVICE ENTRANCE.....	6
(f)	METER SUPPORTS .....	6
(g)	ARRANGEMENTS FOR SPECIAL FACILITIES.....	6
(h)	TRANSFORMERS AND CONTROL EQUIPMENT.....	6
(i)	INSPECTION BY SANTEE COOPER.....	6
<b>VII.</b>	<b>SANTEE COOPER'S SERVICE INSTALLATION.....</b>	<b>6</b>
(a)	RIGHTS-OF-WAY .....	6
(b)	SERVICE SUPPLY LINES.....	6
(c)	METERS AND METERING EQUIPMENT.....	7
(d)	ADVANCE PAYMENT FOR SERVICE INSTALLATION.....	7
<b>VIII.</b>	<b>CONNECTION TO CUSTOMER'S FACILITIES.....</b>	<b>7</b>
(a)	WIRING IN PROGRESS .....	7
(b)	INSPECTION REQUIRMENTS.....	7
(c)	SANTEE COOPER'S RIGHT TO INSPECT.....	7
(d)	DEFECTIVE OR UNSATISFACTORY INSTALLATION .....	7
(e)	CONNECTION.....	7
<b>IX.</b>	<b>SANTEE COOPER'S FACILITIES.....</b>	<b>7</b>
(a)	OWNERSHIP AND REMOVAL .....	7
(b)	ATTACHMENT TO FACILITIES.....	7
(c)	MAINTENANCE OF FACILITIES .....	7
(d)	CUSTOMER'S RESPONSIBILITY.....	7
(e)	PAYMENT FOR REPAIR, LOSS OR RELOCATION.....	8
(f)	TAMPERING .....	8
(g)	ACCESS TO PROPERTY .....	8
<b>X.</b>	<b>MEASUREMENT OF SERVICE .....</b>	<b>8</b>
(a)	METERS.....	8
(b)	EVIDENCE OF CONSUMPTION.....	8
(c)	SPECIAL MEASUREMENT .....	8
(d)	REVERSE REGISTRATION.....	8
(e)	ACCURACY .....	8
(f)	PERIODIC METER TESTS.....	8
(g)	CUSTOMER REQUESTS FOR METER TESTS.....	8
(h)	ADJUSTMENTS FOR INACCURATE METER RECORDING .....	9
<b>XI.</b>	<b>BILLS AND PAYMENT TERMS.....</b>	<b>9</b>
(a)	BILLING PERIOD .....	9
(b)	SPECIAL BILLING CONDITIONS .....	9
(c)	PAYMENT TERMS.....	9
(d)	PENALTY .....	9
(e)	BILLING ADJUSTMENTS .....	9
(f)	RETURNED CHECKS.....	9

(g) SEPARATE BILLING FOR EACH POINT OF DELIVERY .....	9
<b>XII. SUSPENSION AND RECONNECTION OF SERVICE.....</b>	<b>9</b>
(a) CAUSES FOR SUSPENSION OF SERVICE.....	9
(b) RECONNECTION OF SERVICE.....	10
<b>XIII. WAIVER FORBEARANCE BY SANTEE COOPER .....</b>	<b>10</b>
<b>XIV. UNFULFILLED CONTRACTS FOR COMMERCIAL SERVICE .....</b>	<b>10</b>
(a) CUSTOMERS LIABILITY .....	10
(b) INCOMPLETE CONTRACT TERM.....	10
<b>XV. SERVICE TERMINATION BY CUSTOMER.....</b>	<b>11</b>
(a) TERMINATION NOTICE .....	11
(b) FINAL BILL.....	11

## TERMS AND CONDITIONS

### I. GENERAL

- (a) **SCOPE:** These Terms and Conditions apply to and are binding on all classes of retail service provided by South Carolina Public Service Authority ("Santee Cooper") under any published retail rate schedule or rider.
- (b) **AVAILABILITY:** A current version of the Terms and Conditions is available at any of Santee Cooper's retail offices and at [www.santeecooper.com](http://www.santeecooper.com).
- (c) **REVISION:** These Terms and Conditions may be revised, amended, supplemented or otherwise changed from time to time. Customers will be subject to the revised Terms and Conditions beginning on the effective date of such revisions.
- (d) **RATES:** Retail rate schedules are subject to change. Nothing contained in these Terms and Conditions in any way limits Santee Cooper's ability to change or adjust rates.
- (e) **FEE SCHEDULE:** The fee schedule for service charges and financial penalties referenced in these Terms and Conditions is available upon customer request at all Santee Cooper retail offices and at [www.santeecooper.com](http://www.santeecooper.com). The President of Santee Cooper or his designee has the authority to establish and from time to time modify these charges and penalties.
- (f) **RATE SCHEDULES:** If there is a conflict between these Terms and Conditions and a provision of a published retail rate schedule, the provision of the published retail rate schedule shall apply.
- (g) **AUTHORITY OF THE BOARD OF DIRECTORS / STATEMENTS BY AGENTS:** The power to establish or modify any retail rate schedule or rider, or to modify these Terms and Conditions, is exclusively that of Santee Cooper's Board of Directors. Accordingly, no representative or employee of Santee Cooper has authority to modify any rule or provision contained in a retail rate schedule or rider or in these Terms and Conditions or to bind Santee Cooper by any promise or representation to the contrary, and any such promise or representation shall be void and without effect.
- (h) **NOTIFICATION AND DELIVERY:** Notification and delivery when used in the context of a customer notifying Santee Cooper of an event, shall be any method deemed acceptable by Santee Cooper. A list of the currently acceptable methods can be obtained at any of Santee Cooper's retail offices and at [www.santeecooper.com](http://www.santeecooper.com).
- (i) **FORM AND METHOD OF PAYMENT:** Form of payment and method of payment shall be any form or method of payment acceptable to Santee Cooper. A list of the currently acceptable forms and methods of payment can be obtained at any of Santee Cooper's retail offices and at [www.santeecooper.com](http://www.santeecooper.com).

### II. SERVICE LIMITATIONS

- (a) **CHARACTER OF SERVICE:** Electric energy supplied by Santee Cooper will be standard alternating current of approximately 60 Hertz and will be delivered only at voltages and phases as specified by Santee Cooper.
- (b) **SINGLE POINT OF DELIVERY:** The rates for each class of customer are based on service to a single metering point. Energy supplied to different points and different properties will be separately metered. A separate account may be required for each meter.
- (c) **COMPLIANCE WITH AVAILABILITY:** The use of Santee Cooper's energy will not be for purposes other than those covered by the availability provisions of the particular rate schedule under which energy is supplied.
- (d) **LIMITATION OF LOADS:** Santee Cooper reserves the right to provide service to single or three-

phase loads at its discretion and to specify characteristics of motors and type of starting equipment in order to limit potential voltage fluctuations and disturbances to other customers.

- (e) **UNUSUAL CONDITIONS:** Santee Cooper may refuse to supply energy for loads with unusual characteristics that could affect the supply of energy or be a detriment to other customers of Santee Cooper. Service to such unusual loads may be supplied where the customer has installed necessary regulating and protective equipment according to the requirements and specifications of Santee Cooper.
- (f) **INCREASED LOAD:** It is the customer's responsibility to notify Santee Cooper whenever the Customer's load could be significantly increased to ensure that service design capabilities are not exceeded. Failure to give notice of additions or changes in load or location will render the customer liable for any damage to Santee Cooper's facilities caused by these additions or changes.

### III. SERVICE APPLICATIONS

- (a) **METHOD OF APPLICATION:** Prospective customers may apply for service by any approved method available at the time of application. A list of the available methods can be obtained from each of Santee Cooper's retail offices and at [www.santeecooper.com](http://www.santeecooper.com).
- (b) **APPLICATION FORMS AND AGREEMENTS:** Prospective customers must complete an application for service. The completed application provides information essential for proper service. The applicant will be required to provide proof of identity, and, in the case of a commercial service, verification of authority to apply for service on behalf of the applicant. An applicant for service may be required to sign a written agreement regarding the terms of service. The application and any written agreement are binding on the customer.
- (c) **SERVICE INFORMATION FROM SANTEE COOPER:** Santee Cooper will advise the customer of type, voltage and character of the electrical energy to be furnished, the point at which service will be furnished and the location to be provided for Santee Cooper's metering equipment. However, rendering such advice does not constitute an agreement or obligation on the part of Santee Cooper to furnish service.
- (d) **SELECTION OF APPLICABLE RATE SCHEDULES:** When the class of service or the conditions of use are such that two or more rate schedules are applicable, the customer will be responsible for selecting the rate schedule under which service is to be provided. Santee Cooper, at the customer's request, will assist the customer in making an informed decision of which rate schedule to select, although the ultimate selection among the alternatives will be made by the customer. After the customer has selected a rate schedule, the customer may not change the rate schedule for a period of one year. If the option to change rate schedules is available to a commercial customer they may only do so once in a 12 month period. Santee Cooper may unilaterally change the rate schedule selection if the customer no longer qualifies for the current rate.
- (e) **UNAUTHORIZED USE OR USE INCONSISTENT WITH THESE TERMS AND CONDITIONS:** Unauthorized users of electrical power will be responsible for any amount due for service supplied after the date of the last authorized meter reading shown on Santee Cooper's books. Santee Cooper reserves the right to seek appropriate legal or equitable remedies for unauthorized use or use inconsistent with these Terms and Conditions.
- (f) **CUSTOMERS VACATING PREMISES:** A customer who vacates premises being served by Santee Cooper has the responsibility of notifying Santee Cooper of the change in the status of the electric service at that location. The vacating customer is responsible for all bills for energy used at the location being vacated until such notice is delivered to Santee Cooper. Person(s) moving into premises previously served by Santee Cooper are responsible for notifying Santee Cooper of the change in occupancy and must apply for power service in their name(s).

This provision will not apply to tenants when the electric service to the rental property is provided by the landlord under the landlord's application with Santee Cooper. In those cases, the landlord is responsible for all bills for power usage at the rental location.

- (g) **CONTRACT TERM:** Commercial customer contracts for electrical service will be for a term of one year except as otherwise provided in the applicable rate schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts for a longer term than specified in the rate schedule, or with a special guarantee of revenue, or both, may be required.
- (h) **TEMPORARY SERVICE:** Where temporary service is required and facilities are installed that cannot be used permanently, the customer will be charged the installation and removal cost plus the non-reusable material costs of such facilities.

The customer is responsible for notifying Santee Cooper in writing when service under the temporary rate schedule is no longer required.

#### **IV. CREDIT, PAYMENT GUARANTEES AND DEPOSITS**

- (a) **PAYMENT OBLIGATION:** The customer shall pay all bills rendered for service on or before the due date on the bill. Failure to make payment when due is sufficient reason for Santee Cooper to consider the customer's account delinquent and take appropriate action. When an account is closed, a credit balance less than \$1 will not be refunded, but will be retained by Santee Cooper as a termination charge.
- (b) **COLLECTION PROCEEDINGS:** In the event that a customer fails for any reason to make payment to Santee Cooper on or before the due date for any bill issued, Santee Cooper may immediately initiate collection proceedings against the customer including filing a complaint against the customer in a court of competent jurisdiction for such unpaid amounts.
- (c) **PRIOR INDEBTEDNESS TO SANTEE COOPER:** Service will not be supplied to anyone who is indebted to Santee Cooper or who is residing at the same residence of an individual who is indebted to Santee Cooper, except upon full payment of such indebtedness.

Santee Cooper reserves the right to deny service to any location where an individual who is indebted to Santee Cooper resides or is benefiting from power service to that location.

- (d) **DEPOSITS:** A deposit satisfactory to Santee Cooper may be required for all new or existing accounts as security for the payment of all bills. Santee Cooper reserves the right to require or increase deposits from existing customers where changes in usage or customer equipment materially increase the use of electrical energy. In addition, Santee Cooper may require a new or increased deposit from any customer who has more than two delinquent payments in a 12-month period.

Santee Cooper may waive a deposit if the customer's credit worthiness is established by other means including but not limited to a credit check, letter of guarantee, or the customer's account history with Santee Cooper. There may be fees charged to a customer associated with acquiring information related to waiving a security deposit.

Security deposits may also be waived or refunded with the approval of a person designated by the President of Santee Cooper

- (e) **INTEREST ON DEPOSITS:** Santee Cooper pays simple interest on cash deposits at a level determined by Santee Cooper to be fair and equitable.
- (f) **RETURN OF DEPOSIT AND PAYMENT OF INTEREST:** Residential customers may have their deposit plus interest applied to their account upon termination of service or after a good payment record is established. A good payment record means the customer had no more than two late payments during the most recent 12-month period.

Interest is paid in the following circumstances: (1) interest on deposits will be paid to residential customers when their deposit is applied to their account after maintaining a good payment record; (2) commercial customers may request that interest be paid on their deposits once a year; (3) customers will be paid all previously unpaid interest that has accrued on their deposits when they

terminate service and upon payment of all debts owed to Santee Cooper.

Deposits and interest accrued may be applied to any past due unpaid amounts on an account. No interest will accrue on a deposit after the account is terminated.

## V. SUPPLY AND USE OF SERVICE

- (a) **CONTINUITY OF SERVICE:** Santee Cooper will make reasonable provisions to ensure satisfactory and continuous service but does not guarantee a continuous supply of electric energy. Santee Cooper shall not be liable for damage occasioned by interruptions of service or failure to commence delivery caused by an act of God, or the public enemy, or for any cause reasonably beyond its control, including, but not limited to, the failure or breakdown of generating, transmission or distributing facilities, floods, fire, strikes or action or order of any agency having jurisdiction in the premises, or for the interruptions which are necessary for inspection, repair or changes in the generating equipment or transmission and distribution system of Santee Cooper. The customer shall notify Santee Cooper immediately of any defects, trouble or accident which may in any way affect the delivery of power by Santee Cooper to the customer. Both the customer and Santee Cooper shall use reasonable commercial efforts in removing any causes which prevent the delivery or use of electrical power and energy hereunder.
- (b) **THREE-PHASE EQUIPMENT:** All customers with three-phase electrical equipment are responsible for protecting their equipment from damage that may be caused by single-phasing conditions.
- (c) **SUSPENSION OF SERVICE FOR REPAIRS:** Santee Cooper may curtail or temporarily interrupt a customer's service, without notice, when it becomes necessary for repairs, replacements or changes needed in Santee Cooper's facilities and equipment, either on or off the customer's property.
- (d) **UNUSUAL CONDITIONS – CURTAILMENT OR DISCONTINUANCE:** Santee Cooper may curtail or discontinue the supply of service without notice to a customer when it becomes necessary for Santee Cooper to comply with any order or request of a federal, state or municipal authority, or to safeguard the general public or Santee Cooper facilities.
- (e) **UNUSUAL CONDITIONS – REFUSAL TO SERVE:** Santee Cooper may refuse to supply service to a new customer, or additional service to an existing customer, if it is unable to obtain the necessary equipment and facilities.

Santee Cooper will install only one service to a building and feed from one source unless exceptions apply under Article 230 – Services, in the National Electrical Code, and prior approval is received by the customer from Santee Cooper.

- (f) **USE OF ENERGY BY CUSTOMERS:** A customer may use energy furnished by Santee Cooper only for the premises identified in the service application. The customer cannot, directly or indirectly, use energy supplied by Santee Cooper in connection with any operation which is contrary to local, state and federal, civil or criminal laws or ordinances.
- (g) **POWER FACTOR REQUIREMENTS:** All installations will meet appropriate power factors as specified by Santee Cooper in the applicable rate schedule.
- (h) **DISTRIBUTING LOADS:** A customer shall not use energy in such a manner as to cause unusual fluctuations or disturbances, including radio interference, of such magnitude as to impair the service to other customers or to interfere with the operation of Santee Cooper's facilities. Santee Cooper may require a customer to make changes in the customer's equipment or use, or to install corrective equipment, to eliminate undue fluctuations, disturbances, or radio interferences.
- (i) **UNBALANCED LOADS:** Customers must connect single-phase equipment used on polyphase service so that load will be balanced, as practical, within 10% on all three-phases.

- (j) **SINGLE SOURCE OF POWER SUPPLY:** Electrical energy supplied by Santee Cooper shall not be used by a customer in conjunction with any other method of electrical energy supply, by use of switches or other connections, without written approval from Santee Cooper and only at the appropriate rates charges provided for such multiple service supply.

Notwithstanding the foregoing, a customer may have all or a portion of the customer's electrical energy supplied by customer-owned generation provided the customer is in compliance with Santee Cooper's then-current *Standard for Interconnecting Customer-Owned Generation 100kW or less with Electric Power Systems (EPS)* and the customer and Santee Cooper have both executed the *pro forma* agreement set forth in that Standard.

- (k) **RESALE OF ENERGY:** A customer may not resell energy supplied by Santee Cooper without the specific approval of Santee Cooper.
- (l) **LIABILITY:** The customer will be responsible beyond the point of service connection for the distribution and control of energy delivered by Santee Cooper. The customer will hold Santee Cooper harmless from any liability arising, accruing or resulting from the receipt or use of electrical energy by the customer. Santee Cooper will not be responsible for any incidental or consequential damages related to the supply of energy.
- (m) **CHANGES IN CUSTOMER'S SERVICE CONDITIONS:** It is the customer's responsibility to notify Santee Cooper of any proposed increase or decrease in connected load or demand, other conditions of use, or change of purpose or location of his installation. Such changes in customer's service conditions will require permission from Santee Cooper. Failure to give notice of additions or changes in load or location will render the customer liable for any damage to Santee Cooper's facilities caused by these additions or changes.
- (n) **SAFETY CODE VIOLATIONS:** In accordance with the provisions of the National Electric Code and the National Electric Safety Code, customers cannot connect other residences to an existing service with extension cords or other unsafe conductors in violation of these codes. Service will be terminated to customers engaging in or allowing such unsafe practices.
- (o) **SINGLE POINT OF SERVICE:** Santee Cooper will install only one service and feed from one source unless exceptions apply under the National Electric Code, and approval is received from Santee Cooper.
- (p) **TRANSCIENT VOLTAGES:** The customer shall be responsible to protect their equipment from transient voltages, which may occur as a result of a breaker operation or switching operation. Transient voltages cannot be controlled or eliminated from an electrical distribution system.

## VI. CUSTOMER'S INSTALLATION

- (a) **INSTALLATION RULES:** Customer's service installation will conform to Santee Cooper's Meter Installation Specification Handbook. Santee Cooper will specify the location of meter(s). The customer must ensure there are no obstructions and Santee Cooper has free and clear access to meter(s) and other service equipment.
- (b) **INSTALLATION APPROVAL:** The installation of customer's wiring and equipment will be subject to the approval of the proper authorities. Santee Cooper will not deliver service until such time as approval is granted and communicated to Santee Cooper. Santee Cooper is not responsible for securing such approval. Connecting service does not indicate that Santee Cooper has approved or implied approval of the customer's installation.
- (c) **MARKING METER BASES:** In the case of multiple installations, meters will not be installed until all meter bases are permanently and accurately marked. It is the responsibility of the owner and/or developer to ensure each meter base is clearly and accurately marked with its associated unit number or lettering. Changes to internal numbering/lettering schemes such as removed or painted over and incorrect marking of units can cause inaccurate billing of Santee Cooper customers. When a situation such as this exists, the property owner or manager shall immediately notify Santee

Cooper about the situation. The property owner shall reimburse Santee Cooper for the time and material associated with correcting the problem as well as customer reimbursements required of Santee Cooper as a result of the incorrect markings.

- (d) **SERVICE CONNECTION:** The service connection is the point where the customer's wires attach to Santee Cooper's wires (e.g., underground service connection is at the meter base and overhead service connection is at the weatherhead). An approved device for attaching Santee Cooper's service wires to customer's building will be furnished, installed, and maintained by the customer in such a manner as to provide strength sufficient to withstand the strain of Santee Cooper's wires without damage to customer's building.
- (e) **SERVICE ENTRANCE:** The customer will provide, own and maintain suitable service entrance facilities, extending from the service connection to an approved metal service entrance switch cabinet located on the customer's property. All conduit, meter enclosures, entrance switch and equipment, fuses, circuit breakers, meter loops, and other necessary equipment will be installed, owned and maintained by the customer.
- (f) **METER SUPPORTS:** The customer shall provide on the premises, at a location satisfactory to Santee Cooper, proper space, supports and enclosures for metering equipment.
- (g) **ARRANGEMENTS FOR SPECIAL FACILITIES:** Unless otherwise agreed to by Santee Cooper, special facilities or equipment necessary to meet particular requirements for service will be furnished by the customer at the customer's sole expense. Where deemed necessary by Santee Cooper, the customer shall also provide a suitable place, foundation and housing necessary to install transformers and other control and protective equipment on the customer's property.
- (h) **TRANSFORMERS AND CONTROL EQUIPMENT:** The customer shall furnish, install and maintain the necessary transformers and control equipment where electrical energy is required at other than standard distribution voltages.
- (i) **INSPECTION BY SANTEE COOPER:** Santee Cooper's authorized representative will be permitted to inspect the customer's facilities and equipment at any time. The customer is required to provide Santee Cooper with safe access to such facilities and equipment.

## VII. SANTEE COOPER'S SERVICE INSTALLATION

- (a) **RIGHTS-OF-WAY:** Santee Cooper cannot extend its distribution and service facilities for the purpose of providing service to customer until satisfactory rights-of-way or easements have been obtained from affected property owners to permit the installation, operation and maintenance of Santee Cooper's facilities.

The customer, upon making an application, grants Santee Cooper without charge, necessary rights-of-way to enter, construct, trench, extend, inspect, operate, replace, relocate, repair, maintain, trim, cut trees, clear underbrush and install guy wire for its lines and facilities along and/or across the property controlled by the customer. The customer shall be responsible for locating and notifying Santee Cooper of customer owned underground facilities. Santee Cooper will not be responsible for damage to lawns, trees, shrubbery, underground piping, cable or wire, sprinkler systems, etc., due to installation, maintenance or repair of its lines and facilities.

- (b) **SERVICE SUPPLY LINES:** Where Santee Cooper has distribution lines and facilities of adequate capacity adjacent to customer's property, Santee Cooper may provide, own and maintain standard service facilities for a new connection, change in connection or for a change of contract as follows:

**On Overhead Systems:** Santee Cooper may extend an overhead service drop from its overhead system to the customer's service connection. If an overhead service exists and a customer requests underground service, Santee Cooper will provide all materials and labor for connection to the meter at an additional cost to the customer to be calculated on a case-by-case basis.

**On Underground Systems:** Santee Cooper will install, own, and maintain facilities from its

underground source to the customer's service connection.

- (c) **METERS AND METERING EQUIPMENT:** Santee Cooper will provide, own and maintain any meters required to measure the supply of energy. Meters and associated customer-owned or maintained equipment shall be of an approved type for either outdoor or indoor installation as specified by Santee Cooper.
- (d) **ADVANCE PAYMENT FOR SERVICE INSTALLATION:** An advance payment may be required for the installation of facilities to serve the customer.

#### **VIII. CONNECTION TO CUSTOMER'S FACILITIES**

- (a) **WIRING IN PROGRESS:** Service supply lines or extensions of Santee Cooper facilities may not be installed before the customer's wiring is completed.
- (b) **INSPECTION REQUIRMENTS:** In localities where newly wired buildings are required to be inspected under a municipal ordinance or a requirement of any governing agency, no connection will be made without specific approval from such municipality or agency.
- (c) **SANTEE COOPER'S RIGHT TO INSPECT:** Santee Cooper has the right, but not the obligation, to inspect any installation on the customer's property either before energy is supplied, or at any later time at Santee Cooper's discretion. Santee Cooper may reject any wiring or appliance not installed in accordance with Santee Cooper's requirements. Such inspection, or failure to inspect, or to reject, will not render Santee Cooper liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Santee Cooper's requirements, or from accidents which may occur on the customer's property, directly or indirectly as the result of the provision of energy.
- (d) **DEFECTIVE OR UNSATISFACTORY INSTALLATION:** Santee Cooper may disconnect or refuse to connect its service facilities to the customer's installation if, in its judgment, the installation is defective, does not comply with reasonable requirements necessary for safety, is in violation of Santee Cooper's existing requirements or the use of the installation might negatively affect Santee Cooper's equipment or service to other customers.
- (e) **CONNECTION:** In all cases, connection between the customer's installation and Santee Cooper's service supply lines will be made by, or under the supervision of an authorized Santee Cooper representative. A charge for connection may be required.

#### **IX. SANTEE COOPER'S FACILITIES**

- (a) **OWNERSHIP AND REMOVAL:** Unless otherwise agreed to by Santee Cooper, all facilities supplied by Santee Cooper will remain its exclusive property, and Santee Cooper will have the right to remove its facilities from the customer's property at any time after termination of service for any cause.
- (b) **ATTACHMENT TO FACILITIES:** Customers, persons and other entities shall not make attachments to Santee Cooper facilities without Santee Cooper's authorization. If Santee Cooper replaces a pole on which the customer's underground meter service is attached, the relocation will be made at the expense of the customer in accordance to Santee Cooper's Meter Installation Specifications Handbook.
- (c) **MAINTENANCE OF FACILITIES:** Santee Cooper is responsible for repairing Santee Cooper's facilities installed on the customer's property. Santee Cooper is not responsible for repair or replacement of the customer-owned service entrance equipment nor is Santee Cooper responsible for damages or injury resulting from equipment failures beyond its control.
- (d) **CUSTOMER'S RESPONSIBILITY:** The customer is responsible for the protection and safekeeping of Santee Cooper facilities on the customer's premises. The customer will not permit

access by persons unauthorized by Santee Cooper to such facilities. If Santee Cooper determines that customer owned equipment, including meter bases or weatherheads, is in need of repair or replacement, it is the customer's responsibility to repair or replace such equipment. The customer must install meter bases supplied by Santee Cooper or meter centers that are pre-approved by Santee Cooper. The customer is responsible for notifying Santee Cooper of incidents of energized conductors coming in contact with tress/limbs or other objects. Evaluation and action on such reports will be determined by Santee Cooper.

Customer is responsible for providing Santee Cooper access Santee Cooper's facilities sufficient to allow Santee Cooper to maintain or replace these facilities. The elevation of the customer's property near Santee Cooper's facilities should not be changed to the extent Santee Cooper would not be able to access or maintain these facilities if the property were so elevated. Combustible materials or plants shall not be placed in close proximity to Santee Cooper facilities.

- (e) **PAYMENT FOR REPAIR, LOSS OR RELOCATION:** The customer shall reimburse Santee Cooper for any costs associated with the repair, loss or relocation of Santee Cooper's facilities located on the customer's property when repairs, losses or relocations are caused by negligence on the part of the customer or by the customer's failure to comply with these Terms and Conditions.
- (f) **TAMPERING:** If the customer tampers with Santee Cooper's facilities, the customer will be required to bear all costs incurred by Santee Cooper for investigations, inspections, and the installation of necessary protective devices. Furthermore, where tampering has resulted in improper measurement of the energy supplied, the customer may be required to pay for such energy as Santee Cooper may estimate from other available information. Santee Cooper may initiate criminal proceedings for altering or tampering with its facilities.
- (g) **ACCESS TO PROPERTY:** Properly identified and authorized representatives of Santee Cooper, including persons under contract with Santee Cooper, will have full, free and safe access to the customer's premises at any time for the purpose of reading meters, inspection and repairs, and removal of Santee Cooper's property as is necessary for the supply and discontinuance of service. Inability to provide such access may result in additional customer charges or the interruption of service. The customer will immediately notify Santee Cooper if questions arise as to the authority or credentials of any person claiming to be a Santee Cooper representative.

## **X. MEASUREMENT OF SERVICE**

- (a) **METERS:** A meter, or meters suitable for billing purposes will be installed, owned and maintained by Santee Cooper. The type and make of metering equipment will be according to Santee Cooper's specifications.
- (b) **EVIDENCE OF CONSUMPTION:** The quantities of energy delivered to the customer as recorded by Santee Cooper's meters will be final except when the metering equipment fails to register or is determined to be in error.
- (c) **SPECIAL MEASUREMENT:** Santee Cooper, at its expense, may install demand meters, reactive component meters or other metering instruments on the customer's property for the purpose of measuring energy usage or for tests of customer's electrical operations.
- (d) **REVERSE REGISTRATION:** Where deemed necessary by Santee Cooper, its meters may be equipped to prevent the registration of a reverse flow of energy from customer's installation into Santee Cooper's system.
- (e) **ACCURACY:** Santee Cooper will maintain its meters and pertinent equipment within industry accuracy standards to provide accurate records for billing purposes.
- (f) **PERIODIC METER TESTS:** Periodic meter tests and inspections will be made by Santee Cooper, at its expense, to maintain the meters at an acceptable standard of accuracy.
- (g) **CUSTOMER REQUESTS FOR METER TESTS:** Tests or inspections of its meters will be made

by Santee Cooper at the request of the customer. Santee Cooper may make a suitable charge for repeated tests requested by a customer where the meter is found to be operating correctly and within the limits of accuracy prescribed by commercially acceptable standards of accuracy.

- (h) **ADJUSTMENTS FOR INACCURATE METER RECORDING:** If it is determined that Santee Cooper's meter is inaccurate or defective, the use of energy will be determined by appropriate means.

## **XI. BILLS AND PAYMENT TERMS**

- (a) **BILLING PERIOD:** The rates specified in the various rate tariffs are stated on a monthly basis. Bills will be rendered according to Santee Cooper's retail rate schedules and may be delivered by any means Santee Cooper deems appropriate.
- (b) **SPECIAL BILLING CONDITIONS:** Santee Cooper will strive to read meters at regular intervals. When the bill for service is based on a demand reading meters will be read monthly. All other meters will be read at a frequency deemed appropriate by Santee Cooper.

In circumstances where a regular meter reading is not obtained, Santee Cooper may render a bill based on an estimated meter reading.

All bills are to be paid in accordance with the standard payment terms, but estimated bills are subject to adjustment on the basis of actual use of energy as computed from the next actual reading taken by Santee Cooper.

- (c) **PAYMENT TERMS:** All bills are net and are payable upon receipt and are past due after the due date indicated on the bill. Payments may be made in any form and by any method acceptable to Santee Cooper. Failure to receive a bill from Santee Cooper will not entitle the customer to any delay in the settlement of each month's account beyond the date when the bill is due and payable. Santee Cooper may charge the customer a fee if on site collection is required.
- (d) **PENALTY:** If a payment is not received by the due date on the bill, the bill will be increased in accordance with the applicable rate schedule.
- (e) **BILLING ADJUSTMENTS:** When a billing error is discovered and the period of error can be determined, the customer's account will be adjusted to reflect the total overcharge or undercharge for the entire period, provided the period does not exceed the statute of limitations. If the period of error cannot be determined, the adjustment will apply for no more than two billing periods prior to the discovery of the error.
- (f) **RETURNED CHECKS:** Payment by check may not be accepted if the customer in the previous 12 months has had two or more checks returned from a financial institution. In such cases, the customer shall be required to pay by cash, money order or cashier's check for the next twelve months. A service charge will be applied for all returned checks.
- (g) **SEPARATE BILLING FOR EACH POINT OF DELIVERY:** A separate bill may be rendered for service supplied at each separate location of the customer, under each applicable rate schedule.

## **XII. SUSPENSION AND RECONNECTION OF SERVICE**

- (a) **CAUSES FOR SUSPENSION OF SERVICE:** Santee Cooper may suspend service and remove its facilities from the customer's premises in the follow situations or for any other violation of these Terms and Conditions:
  - i) **Failure to make application:** Where service has been established without the consent of Santee Cooper or without the submission and acceptance of an application.
  - ii) **Incomplete or invalid application:** Where service has been established based upon an application that is incomplete or is found to contain invalid information.

- iii) **Non-payment of Bills:** In the event the customer is delinquent in the payment of an undisputed bill.
  - iv) **Refusal to make Security Deposit:** The customer fails to post appropriate security deposit as requested by Santee Cooper.
  - v) **Defective Equipment:** If, in the judgment of Santee Cooper, the customer's installation has become dangerous or defective or if the customer's equipment, or its use, affects the quality of Santee Cooper's service to other customers.
  - vi) **Misrepresentation or Fraud:** The customer has made material misrepresentations to Santee Cooper with regard to the use of service or has fraudulently obtained service from Santee Cooper.
  - vii) **Resale:** The customer resells energy in violation of the Terms and Conditions.
  - viii) **Tampering:** If service wires, meters or other property have been tampered with on the customer's premises.
  - ix) **Repair, Loss or Relocation of Santee Cooper Facilities:** The customer fails to reimburse Santee Cooper for damages or relocation to Santee Cooper facilities located on the customer's premises as required by these Terms and Conditions.
  - x) **Violation of Laws:** Service conflicts with statues, ordinances, regulations, or lawful judicial or administrative order of the Federal Government, State of South Carolina, or any political subdivision.
  - xi) **Writs and Levys:** A writ of execution or levy is placed on the premises where service is supplied.
  - xii) **Access to Facilities:** Access to Santee Cooper's meter or other service equipment is refused, obstructed or hazardous.
- (b) **RECONNECTION OF SERVICE:** Where service has been discontinued or suspended, Santee Cooper will not reconnect the service until the customer has rectified the condition(s), causing discontinuance or suspension of service to Santee Cooper's satisfaction. The service will not be reconnected until inspection from the proper authority is received if modifications are made to customer wiring and equipment that requires an inspection. Also, service will not be connected until the customer has met all financial requirements according to the Terms and Conditions and the applicable rate schedule and has paid any additional amount sufficient to cover the estimated cost of disconnecting and reconnecting service. A charge for reconnection is required.

### **XIII. WAIVER FORBEARANCE BY SANTEE COOPER**

Forbearance by Santee Cooper in exercising any right or privilege arising under these Terms and Conditions will not constitute a wavier.

### **XIV. UNFULFILLED CONTRACTS FOR COMMERCIAL SERVICE**

- (a) **CUSTOMERS LIABILITY:** Notice to Santee Cooper by the customer to discontinue the service before the expiration of a service contract's specified term will not relieve the customer from any minimum bill or other guarantee payments.
- (b) **INCOMPLETE CONTRACT TERM:** Where Santee Cooper suspends service by reason of any act, neglect or default of customer, or Santee Cooper is prevented from supplying service according to the terms of any contract, the monthly minimum charges for the unexpired portion of the contract term will become due and payable immediately as liquidated damages, in lieu of the anticipated returns that would have been obtained from the contract.

## **XV. SERVICE TERMINATION BY CUSTOMER**

- (a) **TERMINATION NOTICE:** The customer must give Santee Cooper notice to terminate service at least two business days prior to the date the customer intends to discontinue service.
- (b) **FINAL BILL:** The customer will be liable for energy used after Santee Cooper receives the notice of termination and until the meter is read and disconnected. A bill for energy supplied up to the date of the last meter reading is due and payable immediately after service is disconnected

The customer will be responsible for providing Santee Cooper with a forwarding address for the final billing.

## **SERVICE LOCATIONS**

### **Customer Care Center**

(843) 347-3399  
(843) 347-3802 fax

### **Carolina Forest Retail**

3990 River Oaks Drive  
Myrtle Beach, SC 29579  
(843) 903-5950

### **Conway Office**

100 Elm Street  
Conway, SC 29526  
(843) 248-5755  
(843) 248-7315 fax

### **Loris Office**

3701 Walnut Street  
Loris, SC 29569  
(843) 756-5541  
(843) 756-7008 fax

### **Moncks Corner Office**

Santee Cooper Headquarters  
One Riverwood Drive  
Moncks Corner, SC 29461  
(843) 761-8000  
(843) 761-7060 fax

### **Murrells Inlet / Garden City Office**

900 Inlet Square Drive  
Murrells Inlet, SC 29576  
(843) 651-1598  
(843) 651-7889 fax

### **Myrtle Beach Office**

1703 Oak Street  
Myrtle Beach, SC 29577  
(843) 448-2411  
(843) 626-1923 fax

### **North Myrtle Beach Office**

1000 2nd Avenue  
North Myrtle Beach, SC 29582  
(843) 249-3505  
(843) 249-6843 fax

### **Pawleys Island Office**

126 Tiller Road  
Pawleys Island, SC 29585  
(843) 237-9222  
(843) 237-8959 fax

### **St. Stephen Office**

1172 Main Street  
St. Stephen, SC 29479  
(843) 567-3346  
(843) 567-4709 fax