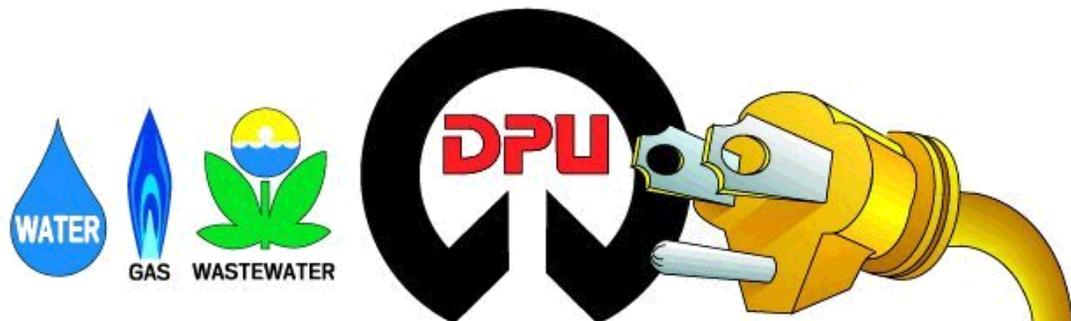


GENERAL TERMS AND CONDITIONS  
FOR  
THE DEPARTMENT OF PUBLIC UTILITIES  
ORANGEBURG, SOUTH CAROLINA



***Your Utility Source***

*“Over 100 Years”*

**Adopted By Ordinance – January 1, 2015**

**Amended By Ordinance – March 15, 2016**

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**I. GENERAL**

- A. Foreword – In contemplation of the mutual protection of both the Department of Public Utilities of the City of Orangeburg and its Customers, and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Department of Public Utilities of the City of Orangeburg are hereby set forth, the same being incorporated by reference in each application for contract or agreement for service.

The Department of Public Utilities is a public utility entity which is owned and operated by the City of Orangeburg. It is the intention of the City Council, management and employees of the Department to provide its Customers with utility service, which is reliable, safe, and economical.

The Department of Public Utilities of the City of Orangeburg is referred to herein as “Department”, and the user or prospective user is referred to as “Customer”.

- B. Application – Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric, natural gas, water and wastewater service from the Department under the prescribed Rate Schedules, Contracts or Agreements. No service will be installed or continued without Customer’s application for or contract or agreement for service.

No contracts or agreements may be transferred without the written consent of the Department.

Customers having more than one residence or place of business, who desire more than one type of available service must make a separate application for each premises or type of service. At the time of application, the Department shall determine the class of service appropriate to the applicant. In the event that the character of the Customer’s service changes in such a way as to make them ineligible for their current service rate, the Department reserves the right to alter the Customer’s class of service. Conversely, should the Customer’s character of utility usage change in such a way as to qualify the Customer for a rate which would yield a lower cost to the Customer, it is the Customer’s responsibility to inform the Department and re-apply under the new class of service. Service will not be granted to an applicant under eighteen (18) years of age. The application process includes practices used by the Department to follow guidelines of federal and state identity protection laws.

- C. Term of Service – The rates as prescribed by the Department are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or Contract covering such service.
- D. Terms and Conditions – The Terms and Conditions contained herein are a part of every contract for service entered into by the Department and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or Contract.

Each Customer, upon requesting service, or upon the taking of service is bound by the Rules & Regulations for service contained herein or as they may be amended from time to time in a regular and legal manner.

- E. Statements by Agents – No representative of the Department has authority to modify any rule of the Department, provisions of Rate Schedules, or to bind the Department by any promise or representation contrary thereto.

## **II. DEFINITIONS**

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. “BTU” shall mean a British Thermal Unit; the amount of heat required to raise the temperature of one (1) pound of water 1 degree Fahrenheit at 60 degrees Fahrenheit.
- B. “CCF” shall mean one-hundred (100) cubic feet.
- C. “Cross-connection” means any actual or potential connection or structural arrangement between a public water supply and any other source or system through which it is possible to introduce into any part of the potable system any used water, unapproved auxiliary water supply (non-DPU), water of questionable quality, industrial fluid, natural gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.
- D. “Customer” unless otherwise defined within a rate or contract, means any person or entity who has applied for, has been accepted by the utility, and is to receive service from the Department, is receiving service, has received service in the past, or has assumed responsibility for payment of service provided to another or others.
- E. “Day” shall mean a period of twenty-four (24) consecutive hours beginning at 8:00 A.M. or at such other hour as may be designated.
- F. “Dekatherm (dt)” shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.
- G. “MCF” shall mean one-thousand (1,000) cubic feet.
- H. “Month” shall mean the period between any two (2) regular readings of the Department’s meters, which shall be not less than twenty-five (25) days or not more than thirty-five (35) days.
- I. “Natural Gas” or “Gas” shall mean natural gas, processed or unprocessed, vaporized liquid natural gas, synthetic gas, propane-air mixture or any mixture of these gases.
- J. “Net Metering” shall mean service to an electric Customer under which electric energy generated by that electric Customer from an eligible on-site generating facility and delivered to the Department may be used to offset electric energy provided by the Department to the electric Customer during the applicable billing period.
- K. “Premises” shall mean either a geographical service point or point of interconnection such as a home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), Church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may

be taken from a single connection or a separated point of interconnection between the Customer and the Department.

- L. "Primary Line Extension" shall mean an extension of the electric distribution system (voltages greater than 600 volts) to any point in the Department's electric service territory.
- M. "Residential" shall mean a single-family dwelling unit or individual dwelling units in apartment or other multi-family residential structures where each unit is served through a separate meter for that utility service. Accompanying services or structures to a primary residential service used exclusively for residential purposes may be defined as residential. Residential terms or rates are not applicable to a residence unit, services or other structures, that is used for commercial, professional, or any other enterprise unless the domestic use is separately metered.
- N. "Residential Equivalent Unit (REU)" shall mean water usage or wastewater contribution equal to 400 gallons per day, 25 fixture units as defined in the Southern Building Code Congress Plumbing Code or 18 gallons per minute maximum instantaneous demand, whichever is the greater.
- O. "Secondary Line Extension" shall mean an extension of the electric distribution system (voltages less than 600 volts) to any point in the Department's electric service territory.
- P. "Service Point" or "Point of Interconnection" shall mean the point at which the Department's and Customer's utility facilities are connected.
- Q. "Standard Service" means a single service per premises from one (1) electrical source and from overhead facilities unless the service is an underground district.
- R. "Temporary Installation" shall mean utility services which are impermanent (short term\* or seasonal) in nature.  

\*DPU shall define short term on a case-by-case and utility-by-utility basis.
- S. "Therm" shall mean the quantity of heat energy which is 100,000 British Thermal Units.
- T. "Unit" shall mean a single dwelling unit (i.e. an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guestroom of a hotel, motel, hospital, or nursing home, and each bedroom of a dormitory shall be considered ½ unit.
- U. "Year" shall mean a period of 365 days commencing with the day of first delivery of service hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- V. Other terms are defined in rate schedules as adopted by City Council.

### **III. CONDITIONS OF SERVICE**

- A. General – The Customer shall consult with and furnish to the Department such information as the Department may require to determine the availability of the Department's service at a particular premises before proceeding with plans for any new or additional electric, natural gas, water or wastewater loads. No new or additional loads will be serviced if it is determined that such service will jeopardize service to existing Customers by increasing the total system's firm load requirements above available supplies or capacities.

- B. Access to Customer's Premises – The Department agrees to exercise due care and caution in the erection, excavation, installation, removal, etc. of service wires, poles, pipes and other pertinent equipment on the Customer's premises. The Customer agrees that employees of the Department, and its agents, shall have the right to enter the Customer's premises for the purpose of making all necessary installations, inspections, repairs, removal, readings and for any other reason for administering services. Any such installation made by the Department will be subject to removal or change only by the Department, its agent, or successors. Failure to provide access to Department facilities may result in the disconnection and/or removal of service or required reimbursement of unnecessary charges incurred by the Department, including but not limited to the following:
1. Animals – Customers must make accommodations to assure that the Department personnel have safe access to facilities when notice has been provided.
  2. Locks – Keys to locks must be provided to Department personnel where locks prevent access to Department facilities.
  3. Vegetation – Vegetation must be maintained in a manner to allow safe and unobstructed access to facilities
  4. Enclosures – Customers may not enclose Department facilities with structures such as porches, garages, decks, etc.
- C. Rights-of-Way – The Department shall not be required to extend its distribution and service facilities, for the purpose of rendering service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners to permit the installation, operation and maintenance of the Department's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Department, without charge, necessary rights-of-way and trimming and clearing privileges as defined by Department Line Clearing Specifications dated October 22, 2008 as subsequently amended in the discretion of the Department, for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable the Department to supply service to the Customer. The Customer also grants the Department the right to continue or extend the Department's facilities on, across, or under the Customer's property with necessary trimming and clearing rights to serve other Customers.
- D. Character of Service
1. Electric – Electric energy supplied by the Department shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Department.
  2. Natural Gas – The heating value of the natural gas supplied will vary from time to time due to changes in the composition of the Department's natural gas supply. The composition of natural gas supplied by the Department will consist of natural gas (processed or unprocessed), vaporized liquid natural gas, synthetic gas, propane-air mixture in varying proportions, depending upon the natural gas supply situation at any given time. The normal range of heating value will be not less than 950 or more than 1,400 BTU per cubic foot of natural gas.
  3. Water – Water provided by the Department will be delivered at a pressure consistent with State Department of Health and Environmental Control Regulation

61-58.7(E). That is, a minimum pressure of twenty-five (25) pounds per square inch under normal operating conditions and twenty (20) pounds per square inch during unusually heavy flow periods (i.e., fire or flushing).

- E. Use of Service – The electric, natural gas, water and/or wastewater services provided by the Department are delivered to the Customer with the understanding that they are not to be used in any manner other than those provided for in the Department’s applicable rate schedule, service agreement or contract. The Customer shall not have the right and hereby agrees not to transfer or assign any rights to service provided by the Department in whole or in part of the said services provided, except where specifically permitted by the Department.
- F. Continuance of Service and Liability Therefore
1. The Department does not guarantee continuous service. The Department shall use reasonable diligence at all times to provide uninterrupted service, but shall not be liable for any loss or damage to a Customer or Customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its reasonable control. The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service. The Department reserves the right to curtail or temporarily interrupt, without notice, Customer's service when it shall become necessary in order that repairs, replacements or changes may be made in the Department's facilities and equipment, either on or off Customer's premises.
  2. The Department may impose reasonable restrictions on the use of service during periods of excessive demand or other difficulty that jeopardizes the supply of service to any Customer or group of Customers.

#### **IV. DEPARTMENT’S INSTALLATIONS**

A. Electric

1. Electric Meter Bases – Residential Customers who desire a new electric meter base shall pay the Residential Meter Base Fee of thirty (\$30) dollars. Non-Residential Customers who desire a new electric meter base shall purchase a Non-Residential meter base at actual cost.
2. Permanent Installations – The Department will install, at its own expense, the necessary wires, etc., to conduct electricity to the premises of the parties using power, provided that the power supplied is not used in a seasonal, temporary, short term or other manner which would cause undue expense to the Department. Should forms of construction other than that provided by the Department be required, it will be furnished and installed at the expense of the Customer.
3. Temporary/Seasonal/Short Term Service (Overhead & Underground) – The Customer shall pay as follows:
  - a. Customers desiring the installation of temporary services, designated as service that is short term or seasonal in nature, will be subject to a one-hundred (\$100) dollar service fee.
  - b. The Customer will pay for all costs, direct and indirect, for primary line extensions that are required to provide said service. The Department will compute the cost of materials based on current prices.

- c. The Customer will pay for all costs, direct and indirect, for any other line extensions (secondary or otherwise) required to provide service.
    - d. A Customer, who elects to have a service turned on for less than thirty (30) days and which requires to change and/or replacement of the Department's metering equipment, will be subject to a fifty (\$50) dollar service fee.
4. Farm Service/Shop Service/Irrigation Service
  - a. Customers desiring separate service for a shop, farm, or irrigation station will pay a service fee of seventy-five (\$75) dollars.
  - b. Customers will pay all costs, direct and indirect, for line extensions necessary to provide service.
5. Hybrid Electrical Service
  - a. Customers who desire new electric installations to be provided via underground rather than overhead facilities will not incur a charge.
  - b. Customers desiring to convert existing installations from overhead to underground will be required to pay a fee of seventy-five (\$75) dollars or all costs, both direct and indirect, of removing existing overhead facilities, whichever is greater.
6. Primary Line/Secondary Line/Meter Relocation – In circumstances where the Customer desires the relocation or alteration of existing Department facilities, and said relocation would not adversely affect the Department's system; the Customer will pay all costs, both direct and indirect, of relocating Department equipment.
7. Department Owned Private Lighting and Poles
  - a. The Department does not perform line clearing to install or maintain Private Lighting.
  - b. Customers desiring to move a Private Light(s) will be required to pay all costs incurred to have the Department relocate the light pole or reposition a light(s).
  - c. Customers desiring underground service to Private Lights:
    - i. Customers in an overhead service area desiring underground service to their Private Light(s) will be required to dig the appropriate wiring ditch and pay the cost per foot of installation. The footage will be measured from the Department's power source to the location of the light installed by the Department. Customers in an overhead service area desiring overhead service to their Private Light(s) will not be subject to an additional charge.
    - ii. Customers in an underground service area desiring underground service to their Private Light(s) will be required to dig the appropriate wiring ditch. The Customer will be allowed to locate the pole up to fifteen (15') feet from the Department's power source without charge, beyond which they will be subject to the cost per foot of installation. Customers in an underground service area desiring overhead service will be worked on a case by case basis, subject to actual costs.
  - d. Customers will be charged the cost of installation and removal of Private Light(s) if the light(s) are not billed for a minimum of 36 months.

8. Net Metering – Net Metering is available upon Net Metering Rider Rate Code 2NM for installed Customer generation systems and equipment that comply with the provisions outlined in the Standard for Interconnection Small Generation 50 kW or Less with Electric Power Systems.

**B. Natural Gas**

**1. Inside City Limits**

- a. All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009. The Department will make necessary extensions of the natural gas system at its own expense, provided the extension will be technically and economically feasible under the Department's engineering criteria. All natural gas extensions shall be made at the discretion of the Department.
- b. Customers requesting natural gas service to mobile homes, where the homeowner does not own the property, will be required to pay a one-hundred fifty (\$150) dollar fee.

**2. Outside City Limits**

- a. All natural gas extensions shall be made at the discretion of the Department. The Department will make extensions to the natural gas system contingent upon the following conditions:
  - i. The proposed extension will be technically feasible under the Department's engineering criteria.
  - ii. The proposed extension will conform to the Department's overall long-range natural gas system development plans.
- b. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
  - i. The Department will install and furnish natural gas where any new investment is warranted by the revenue anticipated from the service to be supplied. Where the service to be supplied does not produce revenue sufficient to support the expenditure required to serve it, the Department will determine in each case the amount of payment and how it shall be paid by the Customer.
  - ii. Customers requesting natural gas service to mobile homes, where the homeowner does not own the property, will be required to pay a one-hundred fifty (\$150) dollar fee.

**3. Serving Electric Generators**

Customers requesting natural gas service for electric generator(s) only will be charged a fee as calculated by the Department for each individual case to cover all material used including but not limited to meter, regulator and pipe.

**C. Water**

**1. Tap Fees**

- a. Tap Fees for taps two (2") inches and smaller will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials, equipment and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. For taps larger than two (2") inches and all non-

standard installations, the tap fee will be calculated by the Department for each individual case.

- b. Fire Service Tap Fees Per Tap – The cost of a fire service tap will be calculated by the Department for each individual case. The cost will include all materials, equipment and labor (including the meter and vault).
  - c. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department’s records.
  - d. No water taps shall be made in now existing unincorporated areas of Orangeburg County for the purpose of providing water until the owner or owners of said premises agree by annexation covenant for said premises and all property of an owner adjoining said premises to be annexed into the corporate limits of the City of Orangeburg at such time as said property and premises may be annexed under the statutory laws of the State of South Carolina. For purposes of this section “owner” shall include any entity owning adjoining property in which the owner or owners of the premises being served have an ownership interest or any member of the immediate family of such owner or owners having an ownership interest in adjoining property.
  - e. No water taps shall be made to property under consideration for annexation by the City which is located in the unincorporated areas of Orangeburg County during the period beginning at the date of the corresponding Annexation Petition and ending upon final adoption of the Annexation Ordinance or upon said ordinance not receiving an affirmative, majority vote for adoption on second or third reading. This prohibition may be waived by majority vote of City Council upon a finding that same would impose a substantial hardship on a property owner.
  - f. No water taps shall be made for the purpose of providing water to premises located in the City of Orangeburg for new construction unless the Department receives a valid city building permit.
  - g. The City of Orangeburg by Resolution of Council may direct and authorize the waiver of the above referenced fees for municipalities having a certificate of incorporation issued by the South Carolina Secretary of State, township governments which have heretofore been established by act of the South Carolina General Assembly and the County of Orangeburg.
2. Impact Fees
- Impact Fees of three-hundred (\$300) dollars per REU shall be paid for each water service or unit connected to the Department’s water system. The impact fees shall be collected as follows:
- a. Residential Services – An impact fee shall be collected for each residential unit (REU) connected to the Department's water system.
  - b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on the number of REUs computed by the Department according to the definition.

Owners shall submit to the Department plumbing plans and other information as may be required for the Department to compute the impact fee.

- c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories – or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:

Impact Fee \$ = [(#units, as defined in Section II-N) + (#fixture units for kitchens, laundries, etc. divided by 25)] x Rate/REU

- d. Industries – Impact fees for industries shall be computed from total daily water consumption or instantaneous demand, according to the definition.
  - e. Irrigation Services – Impact fees for other types of services (irrigation) shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.
  - f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the water system undergo a change that substantially alters the character of the water service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs.
  - g. The City of Orangeburg by Resolution of Council may direct and authorize the waiver of the above referenced fees for municipalities having a certificate of incorporation issued by the South Carolina Secretary of State, township governments which have heretofore been established by act of the South Carolina General Assembly and the County of Orangeburg.
3. Extensions
- a. Inside City Limits – All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009. The Department will make approved extensions of the water system at its own expense, provided the extension will be technically feasible under the Department's engineering criteria. All water extensions shall be made at the discretion of the Department.
  - b. Outside City Limits
    - i. All water extensions shall be made at the discretion of the Department. The Department will make extensions to the water distribution system contingent upon the following conditions:
      - a) The proposed extension will be technically feasible under the Department's engineering criteria.
      - b) The proposed extension will conform to the Department's overall long-range water system development plans.
      - c) The extension shall at no time be used to serve property or premises not located within the corporate limits of the City of Orangeburg or property or premises located in any area within the unincorporated areas of Orangeburg County not subject to a City annexation covenant.
    - ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:

- a) Main Line Extensions Inside DPU core service territory – The Department may contribute up to but no more than 50% of the costs incurred if administered by the Department. The costs shall be computed by the Department based on the then current market prices.
  - b) Main Line Extensions Outside DPU core service territory – The Customer will pay for all costs, direct and indirect, incurred in the extension.
  - c) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.
4. Fire Service Taps
- a. Existing Fire Service Taps – The Department may install detector check valves with meter on all existing fire services. This meter will be read each month and the Customer billed as per the appropriate rate schedule. If this detector meter shows consumption for any four (4) months in a twelve (12) month period, the Customer will be required to install at his expense, a full flow fire service meter. A certain amount of flow through the meter to account for allowable leakage (AL) shall be allowed per month and shall not be counted as consumption in determining whether or not the Customer is required to install a full flow fire meter. The AL shall not be exempt from billing. The AL shall be computed as follows:
$$\text{AL (cu ft/mo)} = (\# \text{joints divided by } 100) \times (50 \text{ cu ft/mo}/100 \text{ joints}) + \# \text{ tests/mo} \times (\# \text{test points} \times \text{vol/test point})$$
  - b. New Fire Service Taps – All new fire service taps will require the installation of a full flow fire service meter. The Customer will be required to purchase a fire service tap of the size he desires, to meet his fire protection requirements. This tap may be used for both fire protection and domestic service at the discretion of the Department. Water used to actually fight a fire will not be billed.
    - i. All fire service taps will require a State approved double check backflow preventer in accordance with State Department of Health and Environmental Control, supplied by the Customer at his expense.
    - ii. The Customer will be required to grant to the Department an easement adjacent to the property line at which the connection to the Department's water system is to be made, for the purpose of the meter installation including a vault to hold the meter and associated equipment. The meter and vault will be the property of the Department under its sole control. The backflow device shall be the property of the Customer and the responsibility for its maintenance, in accordance with the rules and regulations of the South Carolina Department of Health and Environmental Control and the Department, shall remain with the Customer.
  - c. Monthly Fire Service Charge – A monthly fire service availability fee will be charged to each Customer provided with fire protection. This charge will be in accordance with the rate schedule.
  - d. The City of Orangeburg by Resolution of Council may direct and authorize the waiver of the above described fire service taps, including without limitation, the cost of meters, equipment and labor costs, in exchange for like-kind equipment

and labor costs from a municipality having a certificate of incorporation issued by the South Carolina Secretary of State, township governments which have heretofore been established by act of the South Carolina General Assembly and the County of Orangeburg.

5. Other Services

- a. Fire Hydrant Flow Tests – When a request is made for a Fire Hydrant Flow Test, a charge of ninety (\$90) dollars will apply except in the event that a fire hydrant flow test record on file can be utilized in which no charge will be applied.
- b. Lead Analysis of Water – When a Customer requests to have their water (provided by the Department) analyzed for lead, a charge of twenty-two (\$22) dollars may apply.

D. Wastewater

1. Tap Fees

- a. Tap Fees will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. Regardless of the change in tap fees, Customers will pay all costs, both direct and indirect, for taps larger than six (6”) inches and non-standard installations.
- b. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department’s records.
- c. No wastewater taps shall be made in now existing unincorporated areas of Orangeburg County for the purposes of providing wastewater until the owner or owners of said premises agree by annexation covenant for said premises and all property of the owner adjoining said premises to be annexed into the corporate limits of the City of Orangeburg at such time as said property and premises may be annexed under the statutory laws of the State of South Carolina. For purposes of this section “owner” shall include any entity owning adjoining property in which the owner or owners of the premises being served have an ownership interest or any member of the immediate family of such owner or owners having an ownership interest in adjoining property.
- d. No wastewater taps shall be made to property under consideration for annexation by the City which is located in the unincorporated areas of Orangeburg County during the period beginning at the date of the corresponding Annexation Petition and ending upon final adoption of the Annexation Ordinance or upon said ordinance not receiving an affirmative, majority vote for adoption on second or third reading. This prohibition may be waived by majority vote of City Council upon a finding that same would impose a substantial hardship on a property owner.
- e. No wastewater taps shall be made for the purpose of providing wastewater to premises located in the City of Orangeburg for new construction unless the Department receives a valid city building permit.

- f. The City of Orangeburg by Resolution of Council may direct and authorize the waiver of the above referenced fees for municipalities having a certificate of incorporation issued by the South Carolina Secretary of State, township governments which have heretofore been established by act of the South Carolina General Assembly and the County of Orangeburg.
  2. Impact Fees – Impact fees of three-hundred fifty (\$350) dollars per REU shall be paid for each wastewater service or unit connected to the Department's wastewater system. The impact fees shall be collected as follows:
    - a. Residential Service – An impact fee shall be collected for each residential unit connected to the Department's wastewater system.
    - b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on REUs computed from the number of fixture units. Owners shall submit to the Department, plumbing plans and the Department shall compute the impact fees.
    - c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories - or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:  
$$\text{Impact Fee } \$ = ((\# \text{units, as defined in Section II-N}) + (\# \text{fixture units for kitchens, laundries, etc. divided by 25})) \times \text{Rate/REU}$$
    - d. Industries – Impact fees for industries shall be computed from total daily wastewater contribution as submitted on "Permit Application - Wastewater Survey Questionnaire" or other documentation of flow requirements or instantaneous demand.
    - e. Other Services – Impact fees for other types of services shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.
    - f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the wastewater system undergo a change that substantially alters the character of the wastewater service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs.
    - g. The City of Orangeburg by Resolution of Council may direct and authorize the waiver of the above referenced fees for municipalities having a certificate of incorporation issued by the South Carolina Secretary of State, township governments which have heretofore been established by act of the South Carolina General Assembly and the County of Orangeburg.
3. Extensions
  - a. Inside City Limits – All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009. The Department will make approved extensions of the wastewater collection system at its own expense, provided the extension will be a gravity system and be technically feasible under the Department's engineering criteria. All wastewater extensions shall be made at the discretion of the Department.

- b. Outside City Limits
  - i. All wastewater extensions shall be made at the discretion of the Department. The Department will make extensions to the wastewater collection system contingent upon the following conditions:
    - a) The proposed extension will be a gravity system and be technically feasible under the Department's engineering criteria.
    - b) The proposed extension will conform to the Department's overall long-range wastewater system development plans.
    - c) The extension shall at no time be used to serve property or premises not located within the corporate limits of the City of Orangeburg or property or premises located in any area within the unincorporated areas of Orangeburg County not subject to a City annexation covenant.
  - ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
    - a) Main Line Extensions Inside DPU core service territory – The Department may contribute up to but no more than 50% of the costs incurred if administered by the Department. The costs shall be computed by the Department based on the then current market prices.
    - b) Main Line Extensions Outside DPU core service territory – The Customer will pay for all costs, direct and indirect, incurred in the extension.
    - c) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.
- E. Special Equipment – Where special equipment is necessary to meet the Customer's unique needs, the Department may make a reasonable charge for the additional equipment. Equipment shall be installed at the Customer's expense. In lieu of the above, the Department may require the Customer to either discontinue operating such equipment or install the necessary facilities to eliminate the disturbances detrimental to the service of other Customers.

## **V. CUSTOMER'S INSTALLATIONS**

### **A. General**

1. The Customer will normally install their service point at the nearest accessible point of connection with the Department's service line; however, in every case, the Customer must have obtained the Department's approval before such installation is made. No new service or reworked service will be connected without proper release from the inspecting authority having jurisdiction.
2. All equipment supplied by the Department shall remain its exclusive property and the Department shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.
3. The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Department while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Department.

**B. Electric**

1. The Customer's service installations shall be made in accordance with these General Terms and Conditions, Department's Wiring Rules and Regulations and then existing provisions of the International Building Code, International Residential Code and National Electric Code and all other codes as adopted by the City of Orangeburg or any governing authority of the premises pursuant to South Carolina Code of Laws, Title 6, Chapter 9. Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the Department, State and Federal authorities. The Customer shall keep in good and safe repair and condition such wiring and equipment on the Customer's side of the service point exclusive of the Department's metering facilities and equipment.
2. The Customer's service entrance requirements shall be as stipulated in the Wiring Rules and Regulations and other manuals published by the Department.
3. The Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provisions of the applicable rate schedule. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Department, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.
4. Customer shall not use the Department's electric service in parallel with other electric service nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Department's electric service, without the written consent of the Department. Non-utility owned generation systems may be allowed to interconnect pursuant to the Standard for Interconnecting Small Generation 50 kW or Less with Electric Power Systems and upon entering into a contract for such service under an applicable rate schedule and/or rider.
5. Generation facilities interconnected to the Department's facilities by or for a Customer shall comply with the rules and regulations developed by the Department and will be subject to the applicable fees outlined in the "Application for Interconnection 50KW or less".

**C. Natural Gas**

1. Before Piping a Premises or Purchasing Equipment – The Customer shall give the Department notice and shall ascertain from the Department the character of the service available at such premises. The Department may specify the content and pressure of the natural gas to be furnished, the location of the meter, and the point at which the service connection shall be made.
2. Inside the City Limits – All natural gas piping and natural gas equipment installations on the Customer's premises from the load side of the Department's meter shall be done at the Customer's expense and subject to the approval of the Department. Said installations shall comply with the requirements as set forth in the International Fuel Gas Code of the International Building Code as adopted by the City of Orangeburg, South Carolina. The Customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection at the Department's facilities.

3. Outside the City Limits – All natural gas piping and natural gas equipment installations on the Customer's premises from the load side of the Department's meter shall be done at the Customer's expense and subject to the approval of the Department. The Customer's service installations shall be made in accordance with these General Terms and Conditions, and the then existing provisions of the International Fuel Gas Code and all other codes as adopted by the City of Orangeburg or any governing authority of the premises pursuant to South Carolina Code of Laws, Title 6, Chapter 9. The Customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection at the Department's facilities.

**D. Water**

1. All water service lines will be stubbed-out to the property line, to a point designated by the Department. The stub-out will be done at the Customer's expense by the Customer's plumber. The Department will connect to the Customer's stub-out provided the required tap fee has been paid by the Customer. Inside the city limits, the plumber must be a plumber licensed by the City of Orangeburg. All water meters will be installed in the public rights-of-way or in utility easements designated by the Department.
2. Inside the City Limits: All plumbing must be installed in accordance with the Department's Plumbing Rules and Regulations and the International Plumbing Code and must be inspected by the Department.
3. In installations where conditions, as prescribed by the State Safe Drinking Water Act (SC Code 44-55-40), require backflow prevention, the Department will require the Customer to install at his expense cross connection control devices in the category required by the State Law.

Customers who have cross connection control/backflow prevention devices on their water services are required to pay an annual Cross Connection Control Program Administration Fee for each device. The annual fee is thirty (\$30) dollars. The annual fee will be shown as a monthly (annual fee/12) fee on their utility bill - \$2.50 per month per device.

4. Where cross connection protection devices in the various categories are required, the Customer is required to perform or cause to be performed inspections and operational tests on a schedule to be determined by the Department in accordance with State requirements. These tests shall be performed by the Customer or his agent at the Customer's expense. These tests and inspections must be performed by a person duly certified in the appropriate category by the South Carolina Department of Health and Environmental Control to perform such tests.

The Department will notify the Customer in writing informing him that within thirty (30) days he must provide proof, on an approved format, that the inspection and testing has been accomplished. The Customer is required to notify the Department at least three (3) working days in advance of exactly where and when the inspection and testing is to be performed. The Department may elect to witness the test.

Any cross connection control device found to be defective shall be satisfactorily repaired or replaced at the Customer's expense. Failure to perform inspection,

testing and maintenance of these units as required will result in the Department classifying the service as an unprotected cross connection.

5. In the event it is determined that an unprotected cross connection exists, the service may be disconnected until corrective measures have been taken.

**E. Wastewater**

1. All wastewater service lines will be stubbed-out to the property line to a point designated by the Department and shall be installed in accordance with the Department's Plumbing Rules and Regulations. The stub-out will be done at the Customer's expense by the Customer's plumber. The Department will connect to the Customer's stub-out provided the required tap fee has been paid by the Customer. Inside the city limits, the plumber must be a plumber licensed by the City of Orangeburg.
2. Inside the City Limits – All plumbing must be installed in accordance with the Department's Plumbing Rules and Regulations and the International Plumbing Code and must be inspected by the Department.
3. The construction of all wastewater service lines and the quality of the materials discharged into the wastewater connections shall conform to the appropriate City Ordinances.
4. The Department will assume no liability for taps made prior to January 1, 1971. Maintenance responsibilities for all taps made before January 1, 1971, shall rest with the property owner or Customer. The Customer may elect to have a tap made prior to January 1, 1971, replaced by paying the Department a standard tap fee. Once replaced, maintenance responsibilities will be assumed by the Department.

**VI. SERVICE TERMS**

- A. Denial or Discontinuance of Service – The Department may refuse or discontinue any service or services and remove the property of the Department without liability to the Customer, or tenants or occupants of the premises serviced, for any loss, cost, damage, or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:
1. In the event of a condition determined by the Department to be hazardous, dangerous or preventing accurate metering.
  2. In the event the Customer's equipment is used in such a manner as to adversely affect the Department's service to others.
  3. In the event of unauthorized or fraudulent use of the Department's services.
  4. Unauthorized adjustment of or tampering with the Department's equipment.
  5. Customer's failure to fulfill his contractual obligations.
  6. For failure of the Customer to permit the Department safe and reasonable access to its equipment.
  7. For non-payment of bill for service rendered as listed in Section VII-A.
  8. For failure of the Customer to provide the Department with a deposit as deemed necessary by the Department as listed in Section VII-C.

9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
10. For failure of the Customer to comply with reasonable restrictions on the use of service.
11. The Department shall not furnish its services to any applicant, who at the time of such application, is indebted for service, previously furnished to such applicant or applicant's business.
12. The Department shall not furnish its services to any applicant where any member of his household is indebted for service, previously furnished such household member or member's business.
13. The Department shall not furnish its services to any applicant where the owner of the premises is indebted for services previously furnished the owner.
14. The Department shall not continue to furnish its services to any Customer who is indebted for service, previously furnished to such Customer or Customer's business.
15. The Department shall not continue to furnish its services to any Customer where any member of his household is indebted for service, previously furnished such household member or member's business.
16. The Department may terminate a Customer's services should the Customer be in arrears on an account for service at another premises.
17. If the Customer's use of the Department's services conflicts with, or violates orders, ordinances or laws of the State of South Carolina or any subdivision thereof.
18. Failure of the Customer to provide the Department a signed contract or service agreement.
19. Where the Department has discontinued service for reasons in Paragraphs 1 through 18, above, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department.
20. Expiration of the Customer's contract.
21. For failure of a Customer, owner, tenant or occupant of premises served to comply with the General Terms and Conditions, as amended, or to comply with the terms and conditions of any Annexation Covenant.
22. For refusal to receive upgrades, improvements, or equipment as selected by the Department.
23. The Department shall not furnish its services or continue its services to a premises where family members of the owner are indebted for services at the premises of the owner.
24. The Department shall not furnish its services or continue its services to an applicant where the applicant has provided payment returned for any reason for another Customer.

25. For failure to provide a contract or permission from the Department to receive services.
26. For failure to verify and provide proper identification for services requested or currently rendered in conjunction with federal, state and Department identity theft guidelines.

Where the Department has discontinued service for reasons listed in this Section VI in paragraphs above, the Customer is subject to a minimum disconnection charge of thirty (\$30) dollars, in addition to any other charges due and payable to the Department. When the disconnection costs the Department more than fifty (\$50) dollars, the disconnection and reconnection charges shall be billed at cost.

- B. Safety Requirements – The Department is required under regulations of the South Carolina Office of Regulatory Staff to lock natural gas meters which have been placed or found in the off position by the Department. The locking requirement includes natural gas meters found by the Department which have been turned off by the Customer or other persons. Restoration of natural gas service under these conditions will require a service call to unlock the natural gas meter and restore natural gas service. A thirty (\$30) dollar charge will be assessed for the locking or the reconnection for each service call.

C. Disconnection for Non-Payment

1. Notices – Delinquent (Reminder) Notices may be printed and mailed when a payment becomes overdue. The notice shall notify the Customer that if the bill is not paid within ten (10) calendar days, services shall be subject to disconnection. A fee of five (\$5) dollars shall be applied to the account for processing and mailing the notice. A residential Customer who becomes delinquent may be required to pay, in addition to the delinquent bill, a deposit installment up to 20% of the deposit for that class of service or two (2) months probable bill. Each month that a Customer subsequently becomes delinquent, an additional installment will be due and payable until the full amount of the deposit is paid for that class of service. In the event a non-residential Customer becomes delinquent, a deposit equal to two (2) months probable bill may be immediately required. Customers who make payment agreements to continue service but fail to meet the terms of the payment agreement will be subject to having their service disconnected without further notice.
2. Where the Department has discontinued service for non-payment reasons, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department. When the disconnection costs the Department more than fifty (\$50) dollars, the disconnection and reconnection charges shall be billed at cost.
3. In cases where all disconnected services are reconnected at the same time due to the Customer's payment of bills and charges as prescribed by the Department, on the same premises for the same Customer, no reconnection charge will be made. If, through no error the Department, any service is not connected and additional trips are required, a charge of thirty (\$30) dollars per trip shall apply.

D. Connection/Reconnection/Disconnection of Services

1. When service has been discontinued in accordance with Paragraph 1 above, all charges for services to date may become immediately due and payable and service

will not be reinstated until payment as prescribed by the Department has been made, including any additional deposit as may be deemed necessary by the Department as listed in Section VII-C. Service may be reinstated after normal business hours with the approval of management before prescribed payment is made at the request of the Customer for a period of time as determined by the Department for a special charge of fifty (\$50) dollars.

2. When a Customer desires to establish or re-establish existing services at an existing premises on the workday of the application, and the Customer has notified the Department by 12:00 noon on the date requested, every effort shall be made to provide services on the workday requested. All available services are to be connected at the same time on the same premises, for the same Customer at no charge. If the application is received after 12:00 noon, every effort shall be made to provide services on the workday following the date of the application except when a Customer elects for services to be scheduled on the workday of the application for a service charge of thirty (\$30) dollars. If the application is received after normal working hours, then services, if available, may be provided after normal working hours for a service charge of one-hundred (\$100) dollars. If the Customer elects to postpone securing a service at the time other services are rendered, the Customer will be assessed a service charge of thirty (\$30) dollars per trip to connect services at a future date. If a Customer elects to be served within one (1) hour for routine connections or reconnections during normal business hours and the Department is able to provide said service, the Customer will be assessed an additional charge of thirty (\$30) dollars to any other applicable charges.
3. When a Customer desires to have his account terminated, he must notify the Department; such notification may be verbal or in writing. The Department shall be allowed a reasonable period of time after the receipt of such a notice to take a final reading of the meter and to discontinue service. There shall be no additional charge for terminating an account under these conditions.
4. There shall be no charge where the Department has discontinued or reconnected a service on a temporary basis at the request of the Customer, in order that the Customer can make repairs or changes to his equipment due to water or natural gas leaks, electric meter box problems, electric line removals or change of service size. Any other request for a service to be discontinued will require a service charge of thirty (\$30) dollars to terminate the service during normal business hours, and thirty (\$30) dollars to reconnect the service during normal business hours or fifty (\$50) dollars after hours. The Department does not discontinue services at the request of the Customer after normal business hours.
5. Lighting of pilot lights shall be at a fee equal to or greater than the prevailing plumber fees in the area.
6. A Customer who elects to have a service turned on for less than thirty (30) days will be subject to a fifty (\$50) dollar service fee.

## **VII. BILLING AND PAYMENT TERMS**

### **A. General**

1. Bills for electric, natural gas, water and/or wastewater services will be issued monthly by the Department, except as specifically stated to the contrary such as

Customers with prepaid services. Bills may be mailed, electronically sent or available for access as elected by the Customer. The Department will make every reasonable effort to see that each Customer of the Department receives their bill, but no responsibility will be assumed for non-delivery when same has been mailed at the Post Office or delivered otherwise as agreed by the Customer. All contracts shall be on a yearly basis except where specifically stated to the contrary.

2. In the event a Customer has a spouse, adult child, or other family member, roommate, subtenant, co-tenant, or other individual who is not listed on the Application for Utility Service as a co-applicant but who resides in the premises served by the Department and assumes or accepts utility services to such premises (an "Unlisted Co-Applicant"), then the Unlisted Co-Applicant, the Customer, and any or all listed co-applicants, shall be jointly and severally liable for any and all payments due on the Customer's account which cover utility service during any time period when the Unlisted Co-Applicant resides, or resided, in said premises. The Unlisted Co-Applicant shall be made liable in all other respects the same as if the Unlisted Co-Applicant were a regular authorized Customer of the Department.
3. In the event a Customer vacates a premises served by the Department without notice to the Department so that the service may be disconnected and appropriate entries made in the records of the Department, and in the event another person or legal entity should continue to receive service at the premises and submit payment for the service which is in the name of the previous occupant, then the person or entity so doing shall become liable for the service from the last meter read and jointly responsible with the original Customer for any and all payments on the account which shall be liable in all other respects the same as if he or it were a regular authorized Customer of the Department.
4. All bills rendered will cover service for a period of approximately one (1) month prior to the billing date, except that any service connected prior to the usual meter reading date will be billed on the appropriate schedule for the service actually rendered; but in no case less than the scheduled monthly service charge and/or minimum.
5. Current charges for electric, natural gas, water and/or wastewater service are due when rendered and payable at the office of the Department during office hours, on or before the current due date (last day to pay) indicated on the bill, the 20<sup>th</sup> day including the date of the bill, EXCEPT WHERE SPECIFICALLY STATED TO THE CONTRARY in these rules, regulations and rates.
6. Bills are subject to penalties – If a payment is not received as designated in the bill by the said current due date (last day to pay), penalties of 1.5% monthly of the overdue balance will be applied after the close of business the 20<sup>th</sup> day. A good credit Customer, one who has paid twenty-four (24) months in a row without arrears, may be excused the notice fee and the penalty for late payment once every twenty-four (24) months. A good credit Customer will not be excused disconnection fees.
7. When it is mutually to the advantage of the Customer and the Department, the Department may offer billing options such as follows:
  - a. The Customer's bill date may be moved to another date.
  - b. The Customer's bill may be set as an average of one year's billing.

- c. The Customer, with the consent of the Department, may make certain arrangements to pay a bill including, but not limited to:
    - i. Subsequent to the reminder notice, the Customer may pay half of their bill and their disconnection date may be extended seven days.
    - ii. Subsequent to the reminder notice, a disconnection date may be extended by seven days if the Customer's deposit is sufficient. The extension can be longer if approved by the Customer Service Supervisor.
8. There shall be no charges for the initial required inspections for services. Additional trips for inspections may be charged thirty (\$30) dollars per trip.
9. When a Customer requests a meter to be read or re-read, a charge of thirty (\$30) dollars may apply except in the event the previous billing reading is found to be in error in which no charge will be applied.
10. When a third trip to read a meter is required due to reasons listed in Section III, B., a charge of thirty (\$30) dollars may apply.
11. All electric, natural gas, and water services will be metered. Where electric and water meters fail to register, bills shall be arrived at by taking an average of the three (3) most recent months. Where natural gas meters fail to register, bills shall be arrived at by comparison with the same month of the previous year. When at the request of the Customer, or otherwise, electric, natural gas and/or water meters have been tested by the Department, or any other party approved by the Department, and found to be more than 2% fast, previous bills reflecting such inaccuracy will be adjusted accordingly but in no case will the adjustment exceed six (6) months prior billing. If a meter is tested at the Customer's request, the Customer may pay a service charge of forty (\$40) dollars for such service, but in the event the meter is found to be more than 2% fast, the Customer's bill will be adjusted as stated above and no service charge will be applied.
12. The Department at its sole discretion shall determine the appropriate rate schedule by which a Customer shall be billed. A Customer owning a parcel of property partly inside and partly outside the corporate limits of the City of Orangeburg shall be billed for utility services at "outside city rates".
13. All water Customers will be billed a water charge in accordance with rate schedules. The commodity charge and capacity charge will be based on the water consumption as determined by the water meter.
14. All wastewater Customers will be billed a wastewater charge in accordance with rate schedules. The commodity charge and capacity charge will be based on the water consumption as determined by the water meter.
  - a. Where a Customer is supplied through a water system other than that of the Department of Public Utilities, the Customer will be billed a wastewater charge consisting of a service charge, a capacity charge and a commodity charge. The commodity charge and capacity charge will be based on an estimate of the water consumption as determined by the Department of Public Utilities.
15. Electric and Natural Gas Supply Charge
  - a. Electric – For all kilowatt-hours sold by the Department to a Customer during the billing month as determined by the meter reading for that month, an

estimated electric power supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated electric power supply cost billed to a Customer will be corrected, and the difference between the estimated cost and the actual cost will be charged to the Customer.

- b. Natural Gas – For all natural gas sold by the Department to a Customer during the billing month, as determined by the meter readings for that month as adjusted for the heat content of the natural gas delivered to the Customer, an estimated natural gas supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated natural gas supply cost billed to the Customer will be corrected and the difference between the estimated cost and the actual cost will be charged to the Customer.
16. Due to the swing in electric supply and natural gas supply cost to the Department and because of the variance between summer and winter usage, the Department will use a monthly cost calculation model to help level the per unit cost to the Department's Customers and recognize the nature of the costs incurred by the Department.
  17. No claim or demand that the Customer may have against the City of Orangeburg shall be considered as an offset against the payment for services furnished under these regulations.
- B. Returned Checks – When a check or electronic fund transfer is returned to the Department by a bank because of "insufficient funds", "account closed", "no account", etc., a service charge of twenty-five (\$25) dollars will be made by the Department for each such check. The Department, at its option for good cause, may refuse to accept an electronic fund transfer or check tendered as payment on a Customer's account.
- C. Deposit
1. A deposit equal to two (2) month's probable service may be required from all users of the electric, natural gas, water and/or wastewater system, if any of the following conditions exist:
    - a. The Customer is establishing or re-establishing a new service.
    - b. The Customer's past payment record to the Department shows delinquent payment practice.
    - c. A Customer has no deposit and presently is delinquent in payments.
    - d. A Customer has had their service terminated for non-payment or fraudulent use.
    - e. Market indicators such as stocks, lawsuits, financial reports, etc. reflect that bankruptcy is possible.
    - f. Failure to provide proof of sufficient financial stability to pay bills as rendered.
  2. Residential deposits shall be returned when the Customer completes twenty-four (24) consecutive payments without arrears providing that the Customer has provided their social security number. Non-residential deposits shall be applied on the final closing bill.

3. The requirement or effectiveness of security deposits to guarantee payment and prevent loss to the Department and its Customers will be reviewed by the Department from time to time, and the Department reserves the right to demand a deposit or to increase or decrease the amount of an existing deposit at anytime.

**D. Billing/Payment Disputes**

1. The Customer shall be entitled to discuss the amount of correctness of a bill. Upon the Customer's request a hearing may be scheduled at the main business office during normal business hours.
2. Payment agreements for deposits, delinquent accounts and other liabilities will be considered subject to the approval of the Manager. Interest not to exceed 24% annually may be applied to deferred payments.

**E. Billing Errors**

1. Customer Overcharged Due to Human or Machine Error – If the Department has overcharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, except as provided in Section VII-A, Paragraph 10, the Department shall refund the excess amount paid by that Customer as provided by the following:
  - a. If the interval during which the Customer was overcharged can be determined, then the Department shall refund the excess amount charged during that entire interval provided that the applicable statute of limitations shall not be exceeded.
  - b. If the interval during which the Customer was overcharged cannot be determined then the Department shall refund the excess amount charged during the twelve (12) month period preceding the date when the billing error was discovered.
  - c. If the exact usage and/or demand incurred by the Customer during the billing periods subject to adjustment cannot be determined, then the refund shall be based on an appropriate estimated usage and/or demand.
2. Customer Undercharged Due to Human or Machine Error – If the Department has undercharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any human or machine error, except as provided in Section VII-A, Paragraph 10, then the Department shall recover the deficient amount as provided as follows:
  - a. Effective January 1, 2011, if the interval during which a Customer occupying a single-family dwelling or an individual dwelling unit in apartment or other multi-family residential structure served through a separate meter or wastewater service was undercharged can be determined, then the Department may collect the deficient amount incurred during that entire interval up to a maximum period of six (6) months. For all other Customers the Department may collect the deficient amount incurred during the entire interval up to a maximum of twelve (12) months.
  - b. Effective January 1, 2011, if the full interval during which a Customer occupying a single-family dwelling or an individual dwelling unit in an apartment or other multi-family residential structure served through a separate meter or wastewater service was undercharged cannot be determined, then the Department may collect only the deficient amount of that portion of the interval

that can be determined up to a maximum period of six (6) months. For all other Customers the Department may collect the deficient amount of that portion of the interval that can be determined up to a maximum of twelve (12) months.

- c. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the Customer was subject to pay the deficient amount.
  - d. If the usage incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage.
3. Customer Undercharged Due to Willfully Misleading Department – If the Department has undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any such action by any person (other than the employees or agents of the Department), such as tampering with, or by-passing the meter when it is evident that such tampering or by-passing occurred during the residency of that Customer, or if it is evident that a Customer has knowledge of being undercharged without notifying the Department as such, then the Department shall recover the deficient amount provided as follows:
- a. If the interval during which the Customer was undercharged can be determined, then the Department shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.
  - b. If the interval during which the Customer was undercharged cannot be determined, then the Department shall collect the deficient amount incurred during the twelve (12) month period preceding the date when the billing error was discovered by the Department.
  - c. If the usage and/or demand incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.
  - d. If the metering equipment has been removed or damaged, then the Department shall collect the estimated cost of repairing and/or replacing such equipment.
4. During the initial service installation the Department will make every effort to assign the correct meter to the property premises. The Department will not assume any liability or responsibility for adjusting bills to crossed service connections when evidence demonstrates that the Department through due diligence had assigned meters as directed by the Customer or when the Customer or any third party changes or alters the meter(s) or meter assignment(s) made by the Department during the initial service installation.

**F. Metered Service**

1. Each meter shall be considered as a separate service. If multiple meters are installed at the same premises, and the service points are of the same character, i.e., same voltage, size, and/or capacity, the Department, at its discretion, may bill said metered premises as a single service. Separately metered services of a different character shall be billed as individual services.

2. Only one (1) service shall be allowed for each installed meter.
  3. Net metering defined within electric rates.
- G. Tampering Charges – Where the Department has determined that the Department's equipment has been tampered with, the Customer is subject to the prevalent charges including but not limited to any and all charges incurred by the Department for all matters concerning tampering, except charges listed as loss of Revenue in Section VII-E, Paragraph 3. In addition to all charges incurred, a penalty charge of one-hundred (\$100) dollars shall be applied to the Customer. Charges incurred by the Department to protect Customer property due to tampering may be assessed to the premises and due before the services at the premises are connected. The Department shall require the Customer to sign a notification form that tampering has been discovered at the premises.