

# SERVICE RULES AND REGULATIONS

All Service Rules and Regulations approved by the Board as a package on January 2020

# PALMETTO ELECTRIC COOPERATIVE, INC. SERVICE RULES AND REGULATIONS TABLE OF CONTENTS

## SECTION 100. ELECTRIC SERVICE AVAILABILITY

- SRR 101 Office and Service Hours
- SRR 102 Application for Membership (C-1)
- SRR 103 Electric Service Security Deposits (C-3- C-4)
- SRR 104 Disconnection, Fees, and Collections for Non-Payment of Electrical Service (C-7)
- SRR 105 Reasons for Disconnection Other Than Failure to Pay Bills (C-9)
- SRR 106 Service Interruptions (C-10)
- SRR 107 Overhead Installation Plan (O-1 O-4)
- SRR 108 Underground Installation Plan (O-5 O-9)
- SRR 109 Standard Supply Voltages (O-14)
- SRR 110 Resale of Power (O-18)

#### SECTION 200. SERVICE CONNECTIONS

- SRR 201 Cooperative Responsibility
- SRR 202 Rate Assignment (C-17)
- SRR 203 Special Grades of Service (O-12)
- SRR 204 Overhead and Underground Distribution Facilities Relocation (O-13)
- SRR 205 General Wiring, Service Connections, Member Wiring, and Member Equipment (O-16)
- SRR 206 Electric Motors, Standby Power, Generators, and Welders (O-19)
- SRR 207 Power Factor corrections and Adjustment (O-20)

#### **SECTION 300. METERING**

SRR 301 Metering/Service Entrance Equipment (O-17)

#### **SECTION 400. BILLING**

- SRR 401 Returned Payment (C-8)
- SRR 402 Red Flag Program for Identity Theft and Credit Reporting Accuracy (C-14)
- SRR 403 Adjustment of Bills (C-16)
- SRR 404 Levelized Billing
- SRR 405 Bank Draft/Auto Pay

#### **SECTION 500. MISCELLANEOUS**

- SRR 501 Safety (P-16)
- SRR 502 Claims Against Cooperative
- SRR 503 Capital Credits
- SRR 504 Right of Access (C-11)
- SRR 505 Easement Grants Required by the Cooperative (O-23)
- SRR 506 Damaged Equipment (O-26)

#### SECTION 600. APPENDIX (AGREEMENTS/CONTRACTS)

- TAB A Application for Residential Service
- TAB B Application for Commercial Service
- TAB C Disconnect Service Order
- TAB D Surety Bond for Electrical Service
- TAB EAgreement for Electrical Service (Large Load)
- TAB FAgreement for Outdoor Lighting Service
- TAB G Agreement for Underground Electric Commercial Service
- TAB H Agreement for Underground Electric Residential Service
- TAB I Utility Easement
- TAB JAgreement for Residential Lighting Service
- TAB KAgreement for Electric Service (Equipment Upgrade or Extension)
- TAB LApplication/Agreement for Interconnecting Distributed ResourcesLess Than 2MVA

#### SECTION 600A. APPENDIX (RATE SCHEDULES)

- Index of Rate Schedules
- RS A Residential Service Schedule I
- RS B Residential Service Time-of-Use Schedule RT-1
- RS C Outdoor Lighting Service Schedule OL
- RS D Small General Service Schedule II
- RS E Small General Service Time-of-Use Schedule GST-1
- RS F Large Power Service Schedule LPS-1
- RS G Large Power Service Voluntary Load Management Schedule LPS-2
- RS H Cost of Service Schedule Large Load Power Service
- RS I Net Metering Rider for Residential and Commercial Rates
- RS J Tier Stabilization Adjustment Schedule T

# SECTION 600B. APPENDIX (PROVIDED SERVICES & CHARGES/BILLING POLICY SUPPORT

Provided Services and Applicable Charges Examples: Bank Draft Authorization Form New Account Bill Regular Electric Bill Final Bill Past Due Final Bill Letter Letter/Request for Estate Capital Credits Affidavit of Inheritance of Capital Credits Bill with Capital Credit Applied H<sub>2</sub>O Surge Guard Smart Thermostat CHAMP Home Appliance Repair

# SECTION 600C. APPENDIX (WIRING SPECIFICATIONS)

Service Connection Specifications

# SERVICE RULES AND REGULATIONS

## 100 ELECTRIC SERVICES AVAILABILITY

#### 101 OFFICE AND SERVICE HOURS

**Business Hours** 

- Monday-Friday: 8am to 5pm
- Saturday: Closed
- Sunday: Closed
- The Cooperative maintains emergency crews on duty twenty-four (24) hours a day, seven (7) days a week. The emergency number at all times is (843) 208-5551 or, if calling long distance, 1-866-445-5551.

# Contact Us

• peci@palmetto.coop | 1(800) 922-5551 | <u>http://www.palmetto.coop</u>

# Hampton - District Office

- 1-803-943-2211
- 1231 Charleston Highway, Hampton, SC 29924

# Hilton Head Island - District Office

- 1-843-681-5551
- 111 Mathews Drive, Hilton Head Island, SC 29926

#### **New River - District Office**

- 1-843-208-5551
- 1 Cooperative Way, Hardeeville, SC 29927

#### **Ridgeland - Headquarters**

- 1-843-726-5551
- 4063 Grays Highway, Ridgeland, SC 29936

# POLICY C-1

## SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### **102** APPLICATION FOR MEMBERSHIP

Any person, firm, association, corporation, or public body desiring electric service will pay a five (\$5.00) dollar membership fee together with any service security deposit that may be required by the Cooperative. The member agrees to be bound by the Cooperative's Certificate of Incorporation and By-Laws and all rules, regulations and rate schedules established pursuant thereto.

No member may hold more than one (1) membership in the Cooperative, and no membership in the Cooperative will be transferable.

Adopted: February 16, 1970

Amended: September 27, 2010

# POLICY C-3

# SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 103.1 ELECTRIC SERVICE SECURITY DEPOSITS - RESIDENTIAL

1. Homeowners and renters will be subject to security deposits rules and regulations.

2. A valid social security number must be presented before electric service can be activated. If a valid social security number cannot be given, an up-front deposit of \$300 is required to activate electric service.

3. A valid social security number will be entered into a risk factor analysis to determine if a deposit will be required.

4. Should a member subsequently be disconnected for non-payment the member may be required to pay any unpaid bill, any disconnect/reconnect fee, and may be required to pay an additional deposit.

5. All deposits will be returned upon member request after a two (2) year retention period unless:

A. The member's past payment record shows a delinquent payment history, or,

B. The member has had his service terminated for non-payment or fraudulent use since becoming a member.

6. All deposits will be returned after discontinuance of service. If, however, the account has an unpaid balance, the Cooperative shall apply the deposit toward the balance, and shall refund the member any excess of the deposit.

7. Unclaimed deposits shall be turned over to the South Carolina Treasurers Office, pursuant to State law. Dormancy fees may apply.

8. In lieu of a deposit, members may select Advance Pay. To begin an Advance Pay account, members must pay a minimum of \$75.

Amended: February 26, 2015

# **POLICY C-4**

## SERVICE RULES AND REGULATIONS

#### 100 ELECTRIC SERVICE AVAILABILITY

#### 103.2 DEPOSITS ON COMMERCIAL ACCOUNTS

#### A. Small Commercial Accounts

1. Should the connect requested be at a previously occupied premise and a like business is proposed, a service deposit of twice the monthly average seasonal kWh usage times the current billing rate shall be charged before a connect of service is made.

2. If no history is available, such as with a new premise, a deposit of an estimated two-month bill shall be charged before service is connected.

3. Temporary services will be required to pay a \$75.00 security deposit per meter.

4. Surety bonds or other acceptable methods of securing accounts may be used with the approval of management.

5. Deposits are subject to review, based on actual experience, and may be adjusted upward or downward to reflect the actual billing experience.

#### B. Large Commercial Accounts

1. All security deposits will be determined on an individual basis by contract and will follow the same guidelines as above.

Should an account become past due, have a returned check, or be disconnected, a deposit or additional deposits may be required.

Adopted: August 21, 1975

Amended: March 26, 2012

# POLICY C-7

#### SERVICE RULES AND REGULATIONS

#### 100 ELECTRIC SERVICE AVAILABILITY

# 104 <u>DISCONNECTION, FEES AND COLLECTIONS FOR NONPAYMENT OF</u> <u>ELECTRIC SERVICE</u>

#### **Standard Accounts**

Full payment for electric or other services provided by the Cooperative is required by the due date as shown on the monthly billing statement. If payment is not received by the due date, the account will be considered past due. The due date indicated on the statement is for the current month's bill only and does not apply to any balance forward which is also considered past due. Accounts that remain unpaid 30 days from the bill date are subject to disconnection. Palmetto will attempt to contact the member by phone or in writing prior to disconnection due to nonpayment. If payment is not made and the member does not qualify for a payment arrangement, the member will be given two business days to pay past due balance. If the member cannot be contacted by phone a field service technician will make a service call to the location that is subject to disconnection and leave a "door hanger." This will notify the member of the past due amount, the date of disconnection, and information on how to make payment. Members unable to make payment, or qualify for a payment arrangement plan, will be given information of local social service agencies that may provide assistance. Accounts will only be disconnected on normal business days between 8:00 a.m. - 5:00 p.m.

Should an account be disconnected for nonpayment, a reconnect fee of forty-five dollars (\$45.00), plus the full amount of the past due bill, must be paid prior to reconnection. Payments can be made through automated methods, by phone, or at a Cooperative business office during normal Cooperative business hours. Field collections may also be accepted during normal Cooperative business hours only, however, a twenty dollar (\$20.00) charge will be applied to the outstanding balance and any additional fees.

Requests for reconnection after 8:00 p.m. which require a field service technician will not be dispatched until the next day beginning at 8:00 a.m. There will not be any reconnections for non-payment after 8:00 p.m. except for members with service disconnect meters or equivalent remote disconnect/reconnect hardware.

If payment has not been received by the next bill date, a late payment fee of 1% of the past due amount will be added to the account. This late payment fee will not be added to any account with a past due amount of less than ten dollars (\$10.00). The minimum amount of the late payment fee will be one dollar and fifty cents (\$1.50).

# Advance Pay Accounts

Members with Advance Pay accounts are responsible for keeping a positive balance on all such accounts. It is the member's responsibility to establish "Alerts and Reminders" and to make payments as necessary. Advance Pay accounts which are in arrears (negative balance) will be disconnected on the following business day without prior notice, no earlier than 10:00 a.m. Once disconnected, a minimum balance of twenty dollars (\$20.00) will be required for reconnection. Reconnection is available 24 hours a day, 7 days a week and should occur within 30 minutes of sufficient payment.

# **Special Needs Account Members**

"Special needs account member" means the account of a residential member where the member can furnish a document and signed by a licensed health care provider stating that disconnection of electric service would be dangerous to the health of the member or a person residing in the member's household at the premises to which electric service is rendered. Licensed health care provider means a licensed medical doctor, physician's assistant, nurse practitioner, or advanced-practice registered nurse. Such a form shall be valid for one year. Upon expiration, the member must submit a new form to retain qualification as a special needs account member. If a special needs member cannot pay the electric bill in full and does not qualify for a payment arrangement and does not receive assistance from local social service agencies, "Standard Account" disconnect procedures will apply.

# **Extreme Weather**

Disconnection for nonpayment of residential service only will be temporarily suspended on days of extreme weather. Extreme weather is defined as any day when, as of 8:00AM, the National Weather Service forecasts temperatures below 32 or above 100 degrees Fahrenheit and/or issues a "heat advisory". For these purposes, extreme weather will be determined on an area-by-area, not Cooperative wide, basis.

# **Emergency Disconnects**

Notwithstanding the procedures contained in this policy, the cooperative may terminate service to any member without prior notice if it determines that a condition immediately dangerous or hazardous to life, physical safety, or property exists.

Amended: January 28, 2019

# POLICY C-9

## SERVICE RULES AND REGULATIONS

#### 100 ELECTRIC SERVICE AVAILABILITY

#### 105 REASONS FOR DISCONNECTING OTHER THAN FAILURE TO PAY BILLS

Service will be disconnected without notice for the following reasons:

- A. Discovery of meter tampering
- B. Diversion of electric energy
- C. Use of power for unlawful reasons
- D. Discovery of a condition determined by the Cooperative to be hazardous.

Electric service will be reconnected in the above cases under the following conditions:

- A. Correcting of infraction
- B. Payment for any unmetered energy, if applicable
- C. Payment of a reconnection fee in accordance with Policy C-7
- D. Agreement by the member to comply with reasonable requirements to protect the Cooperative against further infractions

Service may be disconnected, but only after notice and reasonable time to comply with remediation of the infraction has been allowed, for the following reasons:

- A. For violation of and/or non-compliance with any applicable State or other local laws, regulations, and codes pertaining to electric service.
- B. For non-compliance with By-Laws, rules, and regulations of the Cooperative.

Electric service disconnected for the above reasons will be reconnected upon correcting of infractions under the same conditions as if consumer had requested disconnection.

Adopted: February 16, 1970 Amended: November 20, 1989

## POLICY C-10

## SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### **106 SERVICE INTERRUPTIONS**

The objective of the Cooperative is to furnish continuous and uninterrupted service; however, the Cooperative will not be liable for loss or damage to any consumer's property or equipment caused by a failure to supply electricity, or by an interruption or phase rotation of the supply of electricity, if due to any cause beyond the reasonable control of the Cooperative.

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

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

When trouble calls are answered, and the trouble is found to be in the consumer's equipment, and not that of the Cooperative, a service charge equivalent to the expense incurred by the Cooperative will be billed to the consumer.

Adopted: February 16, 1970

Amended: October 8, 1973

# POLICY O-1

## SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 107.1 SINGLE PHASE OVERHEAD SERVICE TO PERMANENT ESTABLISHMENTS

This classification includes permanent residences, schools, public buildings, churches, commercial and industrial establishments, or any other establishment of a permanent nature, except mobile homes, requiring electric service on a continuous basis.

Single phase overhead electric service facilities will be extended to establishments in this classification at any location within the assigned or unassigned service area of the Cooperative upon request by the member/owner. If, however, a member/owner requests a special grade of service or requests a service that requires extension of facilities that will not generate enough revenue to cover installation costs, the Cooperative may require a monthly minimum or a contribution in aid-to-construction paid in advance per Policy O-12.

The Cooperative will furnish all material and equipment and will maintain same up to the point of connection. All such material and equipment shall be the property of the Cooperative.

The service weather head and all equipment beyond the metering point shall be furnished and maintained by the member/owner. The Cooperative will not be responsible for any service beyond this point.

Electric service will be furnished at the regularly established rates and minimums.

Adopted: March 10, 1970

# POLICY O-2

# SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### **107.2 <u>TEMPORARY SERVICES</u>**

Temporary service shall be single phase service installation where the expected use is less than twelve (12) months.

- 1. Temporary service shall be installed for construction of a building, home or other installation, which when completed will require permanent service. A membership fee and security deposit are required as determined by Cooperative policies.
- 2. Temporary services, other than as set forth in item 1 above, shall be handled as individual cases.

Normally an installation and removal cost, plus additional unusual costs, are determined and paid to the Cooperative in advance of service connection. All overhead and underground temporary services shall have limitations pertaining to distance. Any overhead temporary service requiring additional poles and/or line extensions shall be assessed an installation and removal cost. Any underground temporary service located more than fifteen (15) feet from the Cooperative's closest source will be assessed an installation and removal cost.

Installation and removal cost, plus additional unusual costs, are non-refundable.

Service or meter loops are furnished, maintained and owned by the consumer, except for the meter base, which is furnished by the Cooperative.

The rate applicable is determined by the KVA transformation.

# POLICY O-3

## SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### **107.3 MOBILE HOME SERVICE**

The Cooperative will provide single phase overhead service to mobile homes that are considered to be primary residences.

Service on the meter loop for a mobile home is to be furnished, maintained, and owned by the member/owner. The meter base will be furnished and owned by the Cooperative.

Service must be installed as specified by the Cooperative.

If the mobile home is not considered a primary residence, see Policy O-12, "Special Grades of Service."

# POLICY O-4

# SERVICE RULES AND REGULATIONS

# **100 ELECTRIC SERVICE AVAILABILITY**

#### 107.4 THREE PHASE OVERHEAD SERVICE TO PERMANENT ESTABLISHMENTS

This classification includes schools, public buildings, churches, commercial and industrial establishments, or any other establishment of a permanent nature, requiring electric service on a continuous basis, except for mobile homes.

Three phase service shall be extended to such establishments without any contribution in aid-to-construction when such establishments are located within 500' of the Cooperative's existing three phase facilities. If, however, a member/consumer requests a special grade of service or requests a service that requires extension of facilities that will not generate enough revenue to cover installation costs, the Cooperative may require a monthly minimum or a contribution in aid-to-construction paid in advance per Policy O-12.

A written contract will be required for users with:

- 1. Service extension of over 500' or
- 2. Transformer KVA capacity of 100 KVA or more.

A written contract must be executed in advance of extending such service. If a monthly minimum is required, it will be determined as specified in the contract and/or the rate schedule.

The term of the contract shall be for five (5) years. At the end of this five (5) year period, the normal rate schedule and minimum will apply to the account.

Adopted: September 11, 1978

# POLICY O-5

#### SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

# 108.1 <u>UNDERGROUND SERVICE TO RESIDENTIAL</u> SUBDIVISION DEVELOPMENT

A "residential subdivision" is defined as a certain tract or tracts of land which an ownerdeveloper intends to develop primarily as a residential subdivision containing twelve (12) or more lots with an average size of one (1) acre or less. If the average lot size is greater than one (1) acre, then a "residential subdivision" is defined as twenty-four (24) or more lots.

It shall be the policy of the Cooperative to provide underground electric service to permanent residences and dwellings in residential subdivisions which have not previously been supplied electric service under the following terms and conditions:

- A. <u>Easements</u>: The owner-developer shall provide free of charge to the Cooperative suitable overhead and/or underground written easements necessary to construct and maintain its facilities and equipment.
- B. <u>Owner-Developer Plans</u>. The Owner-Developer shall furnish the Cooperative with a complete set of subdivision plans indicating property boundaries and building locations, and an electrical plan that includes, in detail, the electrical connected load and voltage for each unit to be constructed. The purpose of the subdivision plan is to design the distribution system and coordinate transformer and meter locations. The electrical plans, in detail, are necessary for the proper sizing of transformers and conductors. Due to the long delivery times, it is necessary that the Owner-Developer provide site development and electrical plans, including connected loads, to the Cooperative a minimum of four (4) months prior to the start of construction of the subdivision.
- C. <u>Service Lateral</u>: The service lateral is defined as the underground cable from the padmounted transformer or pedestal to the meter base. The Cooperative reserves the right to determine the location of all meter bases. Service laterals not exceeding 125 feet of single cable will be installed at no cost to the Owner-Developer of the premises. The Owner-Developer shall pay the additional cost incurred by the Cooperative for service laterals exceeding 125 feet.

## 108.1 <u>UNDERGROUND SERVICE TO RESIDENTIAL</u> <u>SUBDIVISION DEVELOPMENT</u> PAGE 2

# D. Metering and Mechanical (G.I. or PVC Conduit) Protection Specifications:

1) The owner-developer is required to install the meter base, NEC specified grounding and conduit risers. For services 200 amps and smaller, meter base risers shall be 2.5-inch conduit. For 201 to 400 amps services, 3.0 inch conduit shall be provided. For services greater than 400 amps, the conduit size shall be coordinated with and approved by the Cooperative.

2) All conduit risers shall extend 2 feet beyond any drying yard, surfaced area, or any area that would not allow access to the underground cable. The Cooperative reserves the right to require additional mechanical protection in designated areas and the owner-developer shall reimburse the Cooperative for the cost of such protection.

3) If the Cooperative requires additional mechanical protection, not more than two (2) 90-degree turns or sweeps in the conduit will be allowed. All conduit bends outside of the actual building shall be made in 45-degree increments.

- E. <u>Contract Agreement</u>: The owner-developer shall be required to execute and comply with the terms and conditions of an Agreement for Underground Electric Service.
- F. Aid-To-Construction:
  - 1) The owner-developer will pay the excess cost difference (aid-to-construction) between an underground system and an overhead system since an underground system is substantially more costly than a standard overhead system.
  - 2) The Cooperative, however, will install an underground system in the subdivision and waive to the owner-developer excess cost difference of aid-to-construction between an underground system and an overhead feeder system (except for the additional cost of service laterals over 125 feet) under the following conditions:
    - (a) With respect to each and every lot in the subdivision upon which is constructed a "qualified building," the Cooperative will conditionally waive the per lot aid-to-construction charge calculated by the Cooperative for that subdivision. A "qualified building" is defined as a residence, including auxiliary buildings on the lot, utilizing the Cooperative's electricity as the sole purchased source for all space heating and air conditioning (except that decorative fireplace "logs" are permitted), cooking, potable water heating and clothes drying, as well as illumination. Management has the right to make exceptions to this definition on a case-by-case basis.

#### 108.1 <u>UNDERGROUND SERVICE TO RESIDENTIAL</u> <u>SUBDIVISION DEVELOPMENT</u> PAGE 3

- (b) If any building on a lot with respect to which the Cooperative has conditionally waived its aid-to-construction charge fails to remain continuously equipped and operated as a "qualified building" as defined in this policy for a period of at least six (6) months from the date of initial occupancy, then the owner-developer shall, immediately upon the failure of the building to remain continuously equipped and operated as a "qualified building," owe and pay to the Cooperative the per lot amount specified in (a) above.
- 3) If an owner-developer requests single or three phase service in the subdivision for small loads or for loads that require the extension of facilities that will not generate enough revenue to cover installation costs, the Cooperative reserves the right to require the developer to pay for these installations or to apply Policy 0-12, Special Grades of Service, whether it be overhead or underground. Also, if a subdivision does not fulfill the definition of a "residential subdivision" as outlined in this policy, the owner-developer will pay the entire cost difference between an underground system and an overhead system. Any aid-to-construction required, as specified in a separate agreement, shall be paid in full to the Cooperative prior to the beginning of construction.

Adopted: May 13, 1968

Amended: October 16, 1995

## POLICY O-6

#### SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 108.2 OTHER UNDERGROUND RESIDENTIAL SERVICE

Underground electric service shall be available to all residential consumers. Residential consumers not covered by other policies will be covered by this policy under the following terms and conditions:

- A. <u>Aid-to-Construction</u>: The member/owner shall pay to the Cooperative a contribution in aid-to-construction for the cost difference between standard overhead service and underground service as determined by the Cooperative.
- B. <u>Cable Size</u>: The Cooperative shall determine cable size requirements based on length, capacity of cable, and voltage drop. The Cooperative shall furnish the meter base (see Policy O-17).
- C. Owner/Developer Obligations: It shall be the responsibility of the owner/developer to furnish the riser to the meter base and mechanical protection to the underground cable on his premises. Areas such as roads, driveways, parking areas, drying yards, or other obstructions which would prevent immediate access to the underground cable, shall be properly marked by the owner and/or developer, indicating the correct routing for the installation of mechanical protection. This information shall be given to the Cooperative prior to the beginning of construction. The Cooperative reserves the right to require mechanical protection in designated areas, and the owner and/or developer shall reimburse the Cooperative for the cost of such protection. The Cooperative will install mechanical protection for the underground cable when such is requested by the owner and/or developer and the materials are on the job site, or where prior arrangements have been made to have the Cooperative install the mechanical protection. The owner and/or developer shall pay for any loss of time caused by his failure to comply with these requirements.

#### 108.2 OTHER UNDERGROUND RESIDENTIAL SERVICE PAGE 2

#### D. Mechanical Protection Specifications:

- Conduit size shall be coordinated with the Cooperative. For 200 amps and smaller services, 2.5" conduit shall be provided. For 300 and 400 amps services, 3.0" conduit shall be provided. For services larger than 400 amps, the conduit size shall be determined by the Cooperative.
- 2) Mechanical protection shall extend 2' beyond any drying yard, surfaced area, or any area that would be damaged in the event that it became necessary to gain access to the underground cable.
- 3) In order to avoid damaging underground cable during installation, not more than two (2) 90-degree turns or sweeps in the mechanical protection will be allowed. All turns in the mechanical protection outside of the actual building shall be made in 45-degree increments.

Adopted: August 12, 1968

# POLICY O-7

## SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 108.3 UNDERGROUND SERVICE TO MULTI-FAMILY DEVELOPMENTS

A "multi-family development" is defined as a condominium, an apartment, a time-share, or other multi-unit building consisting of six (6) or more units located within 200' from existing lines.

It shall be the policy of the Cooperative to provide underground electric service to multifamily projects under the following terms and conditions:

- A. <u>Easements</u>: The developer and/or owner shall provide suitable overhead and/or underground rights of way for all lines.
- B. <u>Development Plans</u>: The developer and/or owner shall furnish the Cooperative with a site plan, indicating property boundaries and building location, and an electrical plan that includes, in detail, the electrical connected load and voltage for each unit to be constructed. The purpose of the site plan is to design the distribution system and coordinate transformer and meter locations. The electrical plans, in detail, are necessary for the proper sizing of transformers and conductors. Due to the long delivery times, it is necessary that the Cooperative have the electrical plan including connected loads as soon as they have been determined, but at least six (6) months prior to the requested permanent service date.
- C. <u>Service Characteristics</u>: The Cooperative will routinely provide 120/240 volt, single-phase service to complexes of two (2) stories or less in height. However, if the developer and/or owner request three phase service, the Cooperative will provide three phase service if the complex is three (3) or more stories in height and/or the complex has the load to justify it. The standard three phase voltages are 120/208Y and 277/480Y volts. Loads requiring greater than 500 KVA capacity must be supplied at 277/480Y volts. Should other voltages or phasing be required for portions of the connected load, this transformation will be the responsibility of the developer/owner. Transformer locations must be coordinated with and agreed to by the Cooperative.

#### 108.3 <u>UNDERGROUND SERVICE TO MULTI-FAMILY DEVELOPMENTS</u> PAGE 2

#### D. Service Laterals and Metering:

- a. The Cooperative will provide 125' of single-phase "service laterals" up to a four-gang metering assembly. If a metering assembly larger than a four-gang is required, it must be individually negotiated and coordinated with the Cooperative. Any load centers requiring breakers or disconnects will be the responsibility of the developer/owner. The developer/owner shall own and have responsibility for maintenance of any metering equipment not furnished by the Cooperative.
- b. It will be the responsibility of the developer/owner to provide and install "service laterals" to all three-phase installations in accordance with the National Electrical Code. The developer/owner shall own and have total responsibility for maintenance of these conductors.
- c. It will be the responsibility of the developer/owner to provide and install all "service lateral" conduits for projects that require single-phase gang metering or individual unit metering. All conduit must be installed according to the following specifications:
  - Conduit, rigid or PVC, will be used in one continuous run from the meter base to the transformer or pedestal. If metered from an enclosure, the conduit will run from the control panel to the metering point. A ground rod will be driven at the meter base. All conduits will be installed by the developer or owner. The minimum depth for installation of conduit will be 36".
  - 2) In order to avoid damaging conductors during installation, not more than two (2) 90-degree sweeps will be allowed, one at the meter base, and the other at the transformer or pedestal. All other sweeps outside the actual unit must be made in 45-degree increments or less. The maximum conduit length is 125', unless otherwise approved by the Cooperative.

#### 108.3 <u>UNDERGROUND SERVICE TO MULTI-FAMILY DEVELOPMENTS</u> PAGE 3

3) Conduit size and type must be properly coordinated with the Cooperative. Rigid conduit must be properly threaded, and an insulating bushing placed thereon where the conduit terminates. For individual services, minimum conduit size is 2.5" for 200 amp meters and 3.0" for services over 200 amps; for gangmeter bases, minimum conduit size is 3.0".

#### E. <u>Aid-To-Construction</u>

If the development does not qualify as defined in this policy, the developer/owner must pay the cost difference between an underground and an overhead system. See Policy O-12 for "Special Grades of Service."

Adopted: August 9, 1972

# POLICY O-8

#### SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 108.4 <u>SINGLE PHASE UNDERGROUND SERVICE TO COMMERCIAL</u> <u>ESTABLISHMENTS</u>

This classification includes businesses, schools, public buildings, churches, or any other commercial establishment of a permanent nature, located within 200' of existing lines, and requiring more than 26 KVA and less than 167 KVA of transformer capacity.

It shall be the policy of the Cooperative to provide a single point of delivery of single phase underground electric service to permanent commercial establishments under the following terms and conditions:

- A. <u>Easements</u>: The developer/owner shall provide suitable overhead and/or underground right-of-ways for all lines.
- B. <u>Development Plans</u>: The developer and/or owner shall furnish the Cooperative with a site plan, indicating property boundaries and building location, and an electrical plan that includes, in detail, the electrical connected load and voltage. The purpose of the site plan is to design the distribution system and coordinate transformer and meter locations. The electrical plans, in detail, are necessary for the proper sizing of transformers and conductors. It is necessary that the Cooperative have the electrical plan including connected loads as soon as they have been determined.
- C. <u>Service Characteristics</u>: The Cooperative will routinely provide 120/240 volt single phase service. Loads requiring greater than 167 KVA transformer capacity must be supplied with three phase service. Should other voltages or phasing be required for portions of the connected load, this transformation will be the responsibility of the developer/owner. Transformer locations must be coordinated with and approved by the Cooperative.

# 108.4 <u>SINGLE PHASE UNDERGROUND SERVICE TO COMMERCIAL</u> <u>ESTABLISHMENTS</u> PAGE 3

- D. <u>Service Laterals and Metering</u>: It will be the responsibility of the developer/owner to provide and install all "service laterals" to single phase installations in accordance to the National Electrical Code. The developer/owner shall own and have total responsibility for maintenance of these conductors. All metering specifications and locations must be coordinated with and approved by the Cooperative. If current transformer cabinets are required, the developer/owner must provide them.
- E. <u>Other Requirements</u>: It will be the responsibility of the developer\owner to provide 2" PVC conduit (minimum) and the necessary bends for the primary cable installation.
- F. <u>Contract</u>: A written contract will be required for users with a transformer capacity of 100 KVA or more, or a service extension over 200'. If a monthly minimum is required, it will be determined as specified in the contract and/or the rate schedule. See Policy O-12 for "Special Grades of Service."
- G. <u>Aid-to-Construction</u>: If the development does not qualify as defined in this policy, the developer/owner must pay the cost difference between an underground and an overhead system. See Policy O-12 for "Special Grades of Service."

Adopted: January 15, 1990

# POLICY O-9

#### SERVICE RULES REGULATIONS

#### **100 ELECTRIC SERVICE AVAILBILTY**

# 108.5 <u>THREE PHASE UNDERGROUND SERVICE TO COMMERCIAL</u> <u>ESTABLISHMENTS</u>

This classification includes businesses, schools, public buildings, churches, or any other commercial establishment of a permanent nature, located within 200' of existing lines, and individually requiring more than 74 KVA and less than 501 KVA of transformer capacity. Shopping malls and business parks located on one large lot of land may be considered as a large commercial and industrial establishment.

It shall be the policy of the Cooperative to provide a single point of delivery of three phase underground electric service to permanent commercial establishments under the following terms and conditions:

- A. <u>Easements</u>: The developer/owner shall provide suitable overhead and/or underground right-of-ways for all lines.
- B. <u>Development Plans</u>: The developer and/or owner shall furnish the Cooperative with a site plan, indicating property boundaries and building location, and an electrical plan that includes, in detail, the electrical connected load and voltage. The purpose of the site plan is to design the distribution system and coordinate transformer and meter locations. The electrical plans, in detail, are necessary for the proper sizing of transformers and conductors. Due to the long delivery times, it is necessary that the Cooperative have the electrical plan including connected loads as soon as they have been determined, but at least six (6) months prior to the requested permanent service date.
- C. <u>Service Characteristics</u>: The Cooperative will routinely provide 120/208Y or 277/480Y volt service to loads between 75 KVA and 500 KVA. Should other voltages or phasing be required for portions of the connected load, this transformation will be the responsibility of the developer/owner. Transformer locations must be coordinated with and approved by the Cooperative.

# 108.5 <u>THREE PHASE UNDERGROUND SERVICE TO COMMERCIAL</u> <u>ESTABLISHMENTS</u> PAGE 2

- D. <u>Service Laterals and Metering</u>: It will be the responsibility of the developer/owner to provide and install all "service laterals" to three phase installations in accordance with the National Electrical Code. The developer/owner shall own and have total responsibility for maintenance of these conductors. All metering specifications and locations must be coordinated with and approved by the Cooperative. If current transformer cabinets are required, the developer/owner must provide them.
- E. <u>Other Requirements</u>: It will be the responsibility of the developer\owner to provide and install a concrete transformer pad in accordance to the Cooperative's specifications. Also, it will be the responsibility of the developer\owner to provide 4" PVC conduit (minimum) and the necessary bends for the primary cable installation.
- F. <u>Contract</u>: A written contract will be required for users with a transformer capacity of 100 KVA or more, or a service extension of over 200'. If a monthly minimum is required, it will be determined as specified in the contract and/or the rate schedule. See Policy O-12 for "Special Grades of Service."
- G. <u>Aid-to-Construction</u>: If the development does not qualify as defined in this policy, the developer/owner must pay the cost difference between an underground and an overhead system. See Policy O-12 for "Special Grades of Service."

For service to a three phase commercial park development, the developer\owner will be required to pay the cost difference between an underground feeder system and an overhead feeder system. Each lot will be allocated up to a 200' primary tap.

Adopted: January 15, 1990

# POLICY O-14

#### SERVICE RULES AND REGULATIONS

#### **100 ELECTRIC SERVICE AVAILABILITY**

#### 109 STANDARD SUPPLY VOLTAGES

One system of alternating current, 60 cycles per second (HZ), is supplied throughout the Cooperative's system.

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

The Cooperative offers standard, nominal steady state voltages shown below. For any nominal voltage, the operating voltages on a power system may differ from that nominal value due to the voltage drop in the system, as well as changes in the system's operating condition. The Cooperative's voltage ranges are based upon the American National Standard for Electric Power Systems and Equipment - Voltage Ratings (60 Hz), ANSIC84.1.

Voltage is divided into two ranges: A and B. Each voltage is measured for two locations: service and utilization. The service voltage is measured for two locations: service and utilization. The service voltage is measured at the point of the Cooperative's delivery and the utilization voltage is measured at the terminals of the utilizing equipment. The difference between the two ranges is to allow for voltage drop in the facility wiring between the point of delivery and the utilization equipment.

#### Range A:

Service Voltage: The Cooperative's supply systems are designed and operated so that most service voltage levels will be within the limits specified for Range A. The occurrence of service voltages outside of these limits should be infrequent.

Utilization Voltage: The consumer's systems shall be designed and operated so that, with service voltages within the voltage Range A limits, most utilization voltages will also be within the limits specified within Range A.

#### 109 <u>STANDARD SUPPLY VOLTAGES</u> PAGE 2

#### Range B:

Service and Utilization Voltage: Range B includes voltages above and below Range A limits that necessarily result from practical design and operating conditions on Cooperative or user systems, or both. Although such conditions are a part of practical operations, they shall be limited in extent, frequency, and duration. When they occur, the Cooperative and/or user shall take corrective measures within a reasonable time to improve voltages to meet Range A requirements.

The following are tables of the standard nominal voltages offered by the Cooperative and the allowable service and utilization voltage ranges:

IABLE I - Service voltage Ranges							
Nominal Service	Range B Minimum	Range A Minimum	Range A Maximum	Range B Maximum			
Voltage							
% of Nominal	91.7%	95%	105%	105.8%			
Single - Phase							
120/240, 3 wire	110/220	114/228	126/252	127/254			
120/208, 3 wire*	110/191	114/198	126/218	127/220			
Three-Phase							
240∆/120, Open	220/110	228/114	252/126	254/127			
$\Delta$ , 4 wire							
240∆/120, Closed	220/110	228/114	252/126	254/127			
$\Delta$ , 4 wire							
208Y/120, 4 wire	191/110	197/114	218/126	220/127			
480Y/277, 4 wire	440/254	456/263	504/291	508/293			
2.4 to 12.47 kV	95%	97.5%	105%	105.8%			
(% of Nominal)							

**TABLE 1 - Service Voltage Ranges** 

\*Only when approved by the Cooperative \*\*Available only for overhead service

# 109 <u>STANDARD SUPPLY VOLTAGES</u> PAGE 3

<u>TABLE 2 - Utilization Voltage Ranges</u>						
Nominal Service	Range B	Range A	Range A	Range B		
Voltage	Minimum	Minimum	Maximum	Maximum		
% of Nominal	88%	91.7%	105%	105.8%		
Single - Phase						
120/240, 3 wire	106/212	110/220	126/252	127/254		
Three-Phase						
240Δ/120, Open	220/110	228/114	252/126	254/127		
$\Delta$ , 4 wire						
240Δ/120, Closed	212/106	220/110	252/126	254/127		
Delta, 4 wire**						
208Y/120, 4 wire	184/106	191/110	218/126	220/127		
480Y/277, 4 wire	424/245	440/254	504/291	508/293		
2.4 to 12.47 kV	86.7%	90%	105%	105.8%		
(% of Nominal)						

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\*\*Available only for overhead service

The above voltage limits apply to all phases of a three-phase service even in the presence of unbalanced loads. The consumer shall at all times maintain a reasonable balance of load between phases.

The voltage levels above apply to steady-state voltages only. These levels do not apply to the momentary voltage deviations that may result from such causes as switching operations, motors starting, fluctuating loads, service interruptions, acts of God, animals, harmonics, and other causes outside of the control of the Cooperative.

Adopted: February 16, 1970

Amended: November 29, 2010

# POLICY O-18

# SERVICE RULES AND REGULATIONS

# **100 ELECTRIC SERVICE AVAILABILITY**

# 110 **RESALE OF POWER**

Consumers shall not resell, sub-meter or re-distribute electric energy for a mark-up, margin or profit. Consumers shall not divert electric energy to other premises or use it for purposes other than those permitted by the By-Laws, rules and regulations of the Cooperative, and by federal, state or local laws, rules, and codes.

Adopted: February 16, 1970

Amended: November 29, 2010

# SERVICE RULES AND REGULATIONS

#### 200 SERVICE CONNECTIONS

## 201 <u>COOPERATIVE RESPONSIBILITY</u>

The responsibility of the Cooperative for installation and maintenance of electrical service connections will normally not extend past the point of service to the member's premises unless load management equipment is installed or to perform voltage checks.

No Cooperative employee shall be permitted to conduct tests or provide services beyond the point of service unless on load management equipment or to perform voltage checks.

Connecting service will in no way be an indication that the Cooperative has approved the member's installation and wiring.

The member shall save the Cooperative harmless from any claims or suits that may arise, occur, or result from the member's distribution and control of electrical service supplied by the Cooperative.

Members are responsible for taking appropriate action to protect their home or business when service is connected. Payment in full of an account terminated for non-payment is considered a request for reconnection of service.

# POLICY C-17

## SERVICE RULES AND REGULATIONS

#### **200 SERVICE CONNECTIONS**

#### 202 <u>RATE ASSIGNMENT</u>

The Cooperative determines the rate schedule to which a consumer will be assigned based upon the definition of the Cooperative's available rate schedules. The Cooperative utilizes load information provided by the consumer and billing information from similar existing business operations in exercising its best judgment in determining the proper rate schedule.

From time to time, a consumer's energy usage patterns will not completely match the intended usage patterns of the rate schedule assigned. If the consumer or a Cooperative representative identifies this pattern, a rate analysis will be performed. At least twelve (12) months of billing history will be required before this determination can be made.

If the analysis indicates that a consumer can lower his energy cost by changing rates, Cooperative will change the rate schedule accordingly. At least six (6) months of billing history will be required before this determination can be made. No adjustment will be made for previous billings. For example, this may include moving a consumer from a large power rate to a small commercial rate or vice versa. However, this does not preclude a contract monthly minimum from remaining in force even though a rate change may occur. The Cooperative cannot guarantee the consumer's energy cost will decrease if future consumer energy usage patterns change.

Also, certain accounts, such as, fire pumps, or large power users greater than 100 kW, are put on certain rate schedules for a specific reason. Therefore, this policy is not applicable for those special types of accounts.

Amended: November 29, 2010

# POLICY O-12

# SERVICE RULES AND REGULATIONS

#### **200 SERVICE CONNECTIONS**

#### 203 SPECIAL GRADES OF SERVICE

It is the policy of the Cooperative to provide adequate electrical service through a normal extension of facilities at established rates. If, however, a member-consumer requests a special grade of service, or requests a service that requires extension of facilities that will not generate enough revenue to cover installation costs, the Cooperative may require the consumer to pay:

- 1. A contribution in aid-to-construction paid in advance, or,
- 2. A monthly minimum that will be determined as specified in the contract and/or the rate schedule.

Examples of such construction include, but are not limited to:

- 1. Sign lights
- 2. Area lights
- 3. Irrigation services
- 4. Fire pump transformers (single phase or three phase)
- 5. Three phase motors of less than 7.5 horsepower (see Policy O-19)
- 6. Special voltage or amperage temporary services (unless temporary service can be incorporated into permanent service facilities)
- 7. Seasonal or special event services that are permanently installed
- 8. Fractional horsepower motors
- 9. Non-primary residence mobile homes.

Adopted: January 15, 1990

# POLICY O-13

### SERVICE RULES AND REGULATIONS

#### 200 SERVICE CONNECTIONS

### 204 <u>OVERHEAD AND UNDERGROUND DISTRIBUTION</u> <u>FACILITIES RELOCATION</u>

In the event that the location of the Cooperative's poles and/or overhead lines unreasonably interferes with the construction or addition of a new facility requiring electrical service, the Cooperative may, upon request, reasonably relocate such facilities without cost to the property owner requesting same, provided that equal and adequate right-of-way is provided by the member/owner. Other overhead facilities may be relocated, upon request, as long as the property owner pays the actual cost of such relocation.

It shall be the policy of the Cooperative to furnish underground service in accordance to the applicable O Policies. All underground construction will be properly coordinated and agreed upon by the property owner and/or developers prior to installation and will be considered permanently located when installed in accordance with the initial agreements. In the event that it is necessary to relocate any underground facilities due to a property owner's and/or developer's request, it shall be the responsibility of the property owner and/or developer to make such request in writing. The Cooperative will consider such request and will relocate underground facilities as long as the property owner and/or developer pays the actual cost of such relocation.

Adopted: February 16, 1970

Amended: November 29, 2010

### POLICY O-16

### SERVICE RULES AND REGULATIONS

#### 200 SERVICE CONNECTIONS

### 205 <u>GENERAL WIRING, SERVICE CONNECTIONS, MEMBER WIRING, AND</u> <u>MEMBER EQUIPMENT</u>

It is the policy of the Cooperative to design and install electric service consistent with good utility practices in order to provide reliable service.

Each consumer shall have all premises or structures wired in accordance with the specifications and requirements of the Cooperative, the National Electrical Code (NEC), and any requirements of local government agencies having jurisdiction over the premises.

The Cooperative shall furnish and install only one service drop to a residential metered point. Additional residential services will be provided at the discretion of the Cooperative. Self-contained meter bases shall be furnished by the consumer in accordance with Policy O-17. The consumer must furnish a point of attachment or connection for the Cooperative's service facilities which will meet the National Electrical Code, all applicable local codes, and the Cooperative's requirements.

The point of attachment or connection furnished by the consumer must be located at a point where the Cooperative's facilities can be constructed at reasonable cost and in accordance with sound engineering practices.

The Cooperative's responsibility for installation and/or maintenance of overhead service facilities shall not extend beyond the Cooperative's designated point of attachment or connection to the consumer's building, central distribution point, or the electric meter. The Cooperative's responsibility for installation and/or maintenance of underground service facilities shall not extend beyond the Cooperative's designated point of connection in the consumer's meter or service entrance wiring located typically in a transformer or pedestal.

When the consumer's service requirements are of such a nature that a central distribution point must be located on a pole, the Cooperative will furnish and install the central distribution point pole for the attachment of the Cooperative's service facilities and the consumer may attach his required facilities to the pole.

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

# POLICY O-19

# SERVICE RULES AND REGULATIONS

### 200 SERVICE CONNECTIONS

### 206 <u>ELECTRIC MOTORS, STANDBY POWER, GENERATORS AND WELDERS</u>

#### A. <u>Electric Motors</u>

The Cooperative shall be consulted on motor installations. The Cooperative recommends that motors of 7.5 horsepower and under be single phase. The installation of any motor larger than 10 horsepower must be approved in writing by the Cooperative.

It is the characteristic of most electric motors to draw a heavy momentary current when starting, resulting, in many cases, in a variation in the voltage supplied to other members who receive service from the same circuits or transformers. It is, therefore, necessary that the Cooperative limit the amount of starting current, which may be drawn by a motor. All motors of 25 horsepower and greater shall have approved starting equipment which shall limit the starting current as designated by the Cooperative.

All motors should be provided with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on each of the three phases and/or internal thermal protection for the motor. Additionally, all three phase motors shall have under voltage relays connected to each phase for protection of the motor.

The direction of phase rotation and the continuity of all three-phase current are guarded with great care, but the Cooperative cannot guarantee that an accidental or temporary change of phase will not occur; therefore, motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure.

### B. <u>Standby Power</u>

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

# 206 <u>ELECTRIC MOTORS, STANDBY POWER, GENERATORS AND WELDERS</u> PAGE 2

# C. <u>Electric Generators</u>

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

The Cooperative and its wholesale power supplier have agreed to a joint policy on the connection of small power production and co-generation facilities. This policy has been enacted due to the implementation of Section 210 of the Public Utilities Regulatory Policies Act of 1978 (PURPA) and subpart C of FERC Order No. 69, Docket No. RM 79-55, published February 25, 1980, as amended. Any generator that can be connected and operated parallel with the electric system of the Cooperative must meet certain requirements to assure safety and protect the property of the Cooperative, its agents and contractors, the member and the public. Additional information about the rules concerning facilities that qualify under PURPA will be furnished upon request.

# D. <u>Electric Welders and Miscellaneous Devices</u>

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

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

# E. <u>Member Responsibility</u>

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

Adopted: February 16, 1970

Amended: January 15, 1990

# POLICY O-20

# SERVICE RULES AND REGULATIONS

### 200 SERVICE CONNECTIONS

### 207 POWER FACTOR CORRECTIONS AND ADJUSTMENTS

The consumer shall maintain a high-power factor for the efficient and reliable operation of the consumer's equipment and Cooperative's electric distribution system. A load with low power factor draws more current than a load with a high-power factor for the same amount of useful power transferred; therefore, requiring excess capacity and increased energy losses for both the Cooperative and the consumer.

The consumer shall maintain unity power factor as nearly as practicable. Consumer's billing demand charges may be adjusted for consumers with 100 kW or more of measured peak demand to correct for a power factor lower than 90% and may be adjusted for other consumers if and when the Cooperative deems necessary. The consumer's bill will be adjusted to the calculated peak kW at 90% power factor of the calculated peak kVA demand using the measured peak kW and power factor.

The Cooperative reserves the right to measure the power factor at any time.

Adopted: February 16, 1970

Amended: November 29, 2010

### POLICY O-17

### SERVICE RULES AND REGULATIONS

#### **300 METERING**

#### 301 <u>METERING/SERVICE ENTRANCE EQUIPMENT</u>

All meter sockets shall be installed on an exterior wall or location as nearly as possible to eye level, and in no case more than 6' above finished grade level. The meter location shall be free from obstruction and accessible by the Cooperative. All meter locations shall be coordinated with and agreed upon by the Cooperative. All single-phase self-contained meter sockets of 400 amps or less and all three phase self-contained meter sockets of 200 amps or less shall be provided by the consumer and comply with the Cooperative's meter socket specifications.

It shall be the consumer's responsibility to terminate both the top and bottom of a residential self-contained overhead meter socket and the bottom side of an underground meter socket. For commercial services, it shall be the consumer's responsibility to provide the service and terminate both the top and bottom of a commercial self-contained meter socket. Adequate anti-oxidant compound must be used on all conductors terminated in the meter socket. The consumer shall install a ground wire and ground rod at the meter socket in accordance to NEC requirements. The ground rod shall be made of 5/8 inch minimum diameter copper or 3/4 inch galvanized steel and a minimum of 8 feet in length or larger. The ground wire shall be No. 4 AWG copper or larger.

For large single-phase installations of over 400 amps and for all three phase installations, the Cooperative will specify the type of metering equipment required before installation. For large single phase or three phase installations the Cooperative may require the owner/developer or his electrician to provide some metering equipment. This equipment may include, but is not limited to, weatherproof main disconnects, metering current transformer troughs which have been sized by the Cooperative, wiring termination troughs, or raceways sized by the Cooperative. The consumer will bear the full cost of providing and installing this equipment.

The consumer shall furnish and install suitable wiring within the meter enclosure or meter socket to permit the Cooperative to install the meter without any additional materials.

If a multi-metering assembly is desired, see Policy O-7.

# 301 <u>METERING/SERVICE ENTRANCE EQUIPMENT</u> PAGE 2

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

It shall be the responsibility of the consumer to permanently and legibly mark the exterior and interior of any meter socket and cover with the permanent unit number prior to service being provided. A fifty (\$50.00) dollar charge may be assessed for any incorrect or mislabeled meter socket.

Adopted: February 16, 1970

Amended: November 29, 2010

### POLICY C-8

### SERVICE RULES AND REGULATIONS

#### 400 BILLING

#### 401 <u>RETURNED PAYMENTS</u>

An attempt will be made to contact a member whose payment is returned for insufficient funds. If payment is not received according to the conditions stated below, the account will be disconnected. The amount of the account's past due balance or returned payment, whichever is greater, plus a twenty-five dollar (\$25.00) returned payment fee must be paid in full before the account can be reconnected.

Returned checks will not be re-deposited. Payment in the form of credit/debit card, cash, money order, or certified check will be required to pay for a returned check. Cash money order or certified check will be required to pay for a returned electronic payment.

Should more than two (2) payments be returned on any one account within a twelvemonth period, the member will be notified that the account is subject to disconnection without notice for any future returned payments. In addition, all future payments will be required to be in the form of cash, money order, or certified check

### POLICY C-14

### SERVICE RULES AND REGULATIONS

#### 400 BILLING

### 402 <u>RED FLAG PROGRAM FOR IDENTITY THEFT AND CREDIT REPORTING</u> <u>ACCURACY</u>

A. Identity theft, under this policy, is defined as an actual or attempted fraud using the identifying information (name, address, social security number, account number, etc.) of a member or applicant.

B. A "red flag" under this policy is defined as a pattern, practice or specific activity indicating a risk of identity theft. Such red flags may include:

- 1. Incidents of identity theft experienced or detected in the past
- 2. Attempted use of a non-matching social security number, child's social security number, or former spouse's social security number
- 3. Alerts from consumer reporting agencies
- 4. The presence of suspicious documents or inconsistent data;
- 5. Suspicious name or address changes, or other personal identifying information
- 6. Suspicious account activity
- 7. Notices from members, other electric utility systems, victims of identity theft, and/or law enforcement personnel, concerning the possibility or reasonable suspicion of fraudulent activity involving a member account
- 8. Material changes in the rates of usage of Cooperative services;
- 9. Returned and undeliverable mail, despite continued usage of Cooperative services
- 10. Data breaches in violation of the Cooperative's policy for securing confidential member and employee data while retaining and destroying records

### 402 <u>RED FLAG PROGRAM FOR IDENTITY THEFT AND CREDIT REPORTING</u> <u>ACCURACY</u> PAGE 2

C. The relevance of red flags shall be evaluated based on principles of common-sense and sound business judgment, taking into account all relevant factors relating to the member or applicant, the account and other circumstances.

D. The Cooperative shall implement reasonable procedures to prevent and detect identity theft in the application for service, which shall include a requirement for the applicant to provide a matching social security number as a condition of extending credit. Applicants for service at a rented premises shall be required to provide a security deposit and may be required to apply in person and present reasonable proof of eligibility to establish service at the location. In the event of any instance of identity theft, the Cooperative shall review then-existing procedures and determine whether they remain adequate under the circumstances.

E. The Cooperative shall implement reasonable procedures to verify the identity of persons for whom it obtains consumer reports, and reasonable procedures for reconciling the address of the consumer with the consumer reporting agency, and shall refrain from using a report where the consumer's identity cannot be so verified.

F. In the event of genuine address discrepancies, the Cooperative shall use reasonable means to verify the consumer's correct address and then provide such confirmed address to the consumer reporting agency, within the reporting period. Verification steps may include verification with the applicant, reviewing the accuracy of the Cooperative's records, verifying the address through third-party sources or using other reasonable means.

G. Management shall establish and implement reasonable training programs to ensure dayto-day application of this policy.

H. Management shall continue to monitor the adequacy of this policy and other policies and procedures that may already be in place, relating to the detection of red flags and other risks to the security of member and applicant data. The Cooperative shall update its program from time to time based on experiences with identity theft, changes in methods of identity theft, changes in methods to detect, prevent and mitigate identity theft, changes in the types of accounts offered to members and other changes in business arrangements and practices.

Adopted: October 21, 2008

### POLICY C-16

#### SERVICE RULES AND REGULATIONS

#### 400 BILLING

#### 403 ADJUSTMENT OF BILLS

If it is found that Palmetto Electric Cooperative, Inc., (Cooperative) has directly or indirectly, by any device whatsoever, demanded, charged, collected or received from any customer a greater or lesser compensation for any service rendered or to be rendered by the Cooperative than that prescribed in the schedules of the Cooperative applicable thereto, or if it is found that any customer has received or accepted any service from the Cooperative for compensation greater or lesser than that prescribed in such schedules; or if, for any reason, a billing error has resulted in a greater or lesser charge than that incurred by the customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided by the following:

1. Fast or Slow Meters

If the overcharge or undercharge is the result of a fast or slow meter when the difference is \$25.00 or more, then the method of compensation shall be as follows:

A. In case of a disputed account involving the accuracy of a meter, such meter shall be tested upon request by the customer. In the event that the meter so tested is found to have an error in registration of more than two (2) percent, the bills will be increased or decreased accordingly, but in no case shall such a correction be made for more than sixty (60) days.

B. If the meter is found to be recording within this two percent (2%) (plus or minus) range, a thirty-five (\$35.00) dollar fee may be charged to the customer for this meter test.

2. Customer Inadvertently Overcharged:

If the Cooperative has overcharged a 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 item number 1 of this policy, the Cooperative shall, at the customer's option, credit or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

### 403 ADJUSTMENT OF BILLS PAGE 2

- A. If the interval during which the customer was overcharged can be determined, then the Cooperative shall credit or 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 Cooperative shall credit or refund the excess amount charged during the 12-month period preceding the date of the billing error discovery.
- 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.
- 3. Customer Undercharged Due to Willfully Misleading Company

If the Cooperative 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 Cooperative), such as tampering with, or bypassing the meter when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the Cooperative as such, then notwithstanding item number 1 of this policy, the Cooperative shall recover the deficient amount provided as follows:

A. If the interval during which the customer was undercharged can be determined, then the Cooperative 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 Cooperative shall collect the deficient amount incurred during the 12-month period preceding the date of the billing error discovery by the Cooperative.

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 Cooperative shall collect the estimated cost incurred in the investigation and restoration of the meter to proper working condition. Additional charges and deposits may apply.

### 403 ADJUSTMENT OF BILLS PAGE 3

4. Customer Undercharged Due to Human or Machine Error

If the Cooperative 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 items numbers 1 and 2 of this policy, then the Cooperative may recover the deficient amount as provided as follows:

A. If the interval during which a consumer having a demand of less than 50 kW was undercharged can be determined, then the Cooperative may collect the deficient amount incurred during that entire interval up to a maximum period of six (6) months. For a consumer having a demand of 50 kW or greater, the maximum period shall be twelve (12) months.

B. If the interval during which a consumer was undercharged cannot be determined, then the Cooperative may collect the deficient amount incurred during the six (6) month period preceding the date when the billing error was discovered. For a consumer having a demand of 50 kW or greater, the maximum period shall be 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 paying the deficient amount.

D. If the usage and/or demand incurred by that person during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.

5. Equal Payment Plans

The Cooperative may provide payment plans wherein the charge for each billing period is the estimated total annual bill divided by the number of billing periods prescribed by the plan. The difference between the actual and estimated annual bill is to be resolved by one payment at the end of the equal payment plan year unless otherwise approved by the Cooperative. However, any incorrect billing under equal payment plans shall be subject to this policy.

Adopted: January 20, 1997

Amendment: August 25, 2014

### SERVICE RULES AND REGULATIONS

#### 400 BILLING

#### 404 <u>LEVELIZED BILLING</u>

Under Levelized Billing, each monthly bill is the rolling average of electric usage for the most recent 12 months. Your electric bill will change only slightly from month to month, and the 12-month rolling average guards against drastic changes in your bill, even during the coldest and hottest months.

The only time you must reconcile your account is when you leave the Palmetto Electric system or when you decide you no longer want to participate in the Levelized Billing Plan.

Levelized Billing is free. There are no sign-up charges or monthly fees. All you need to do is keep your account current – which is easy if you also participate in our Auto Pay or Bank Draft Program.

You can participate in Levelized Billing if you meet the following simple requirements:

A. You must be a co-op member for at least 12 months at the same service location

B. You must have an acceptable credit history.

C. You must keep your account current, by paying the Levelized Amount Due on each monthly bill.

D. The account to be put on Levelized Billing must start with a zero balance. Members can sign up for Levelized Billing by contacting the local Palmetto Electric office or by accessing the online portal, MyEnergy Online.

### SERVICE RULES AND REGULATIONS

#### 400 BILLING

#### 405 BANK DRAFT/AUTO PAY

Palmetto Electric Cooperative, Inc. bills can automatically be deducted from a checking account or credit/debit card each month. Choose between Auto Pay on Due Date, Auto Pay where you choose the payment date, or Bank Draft, where your account is automatically drafted on either one of two pre-selected dates by the Cooperative. NOTE: All draft authorization forms are required to be filled out and signed by the electric account holder or by a Power of Attorney who must submit the necessary legal and notarized documentation.

### POLICY P-16

### SERVICE RULES AND REGULATIONS

#### 500 MISCELLANEOUS

#### 501 <u>SAFETY</u>

Recognizing that this Cooperative, in the performance of its services, is responsible for the promotion of safety among its employees, members, and the general public; and, since this Board of Directors has an interest in providing for the safe working conditions of its employees.

The President & CEO is directed to provide safety in job training and a safe working environment for our employees and to maintain reasonable safeguards to protect life and property; and, to protect the Cooperative from material, equipment, and personnel losses resulting from accidents, incidents, and near-miss incidents.

The President & CEO is also directed to formulate safety regulations for our employees, to keep our employees continuously informed of our regulations, and to enforce the regulations. The guidelines in *The Electric Cooperatives of South Carolina Safety Manual* shall serve as the minimum standard of safe work practices for the employees of Palmetto Electric.

The President & CEO shall present a monthly safety activity report, either written or verbal, to the Board of Directors. The report will include safety activity of the Cooperative and reports on injuries and illnesses related to the safety program.

The President & CEO is also authorized to join and to work with local, state, and national safety groups whose aim is the prevention of accidents and the improvement of work habits.

- Amended: August 18, 1997 November 15, 1999 January 26, 2009 February 26, 2015
- Reviewed: November 25, 2002 December 19, 2005 November 28, 2011 October 29, 2018

# SERVICE RULES AND REGULATIONS

### 500 MISCELLANEOUS

### 502 <u>CLAIMS AGAINST THE COOPERATIVE</u>

In the event the Cooperative's negligence results in personal loss or an individual feels the Cooperative is responsible for such personal loss, a claim against the Cooperative for the incident should be filed by the injured party. A description of the event will be compiled, and a full and prompt investigation will be made by the Cooperative.

# SERVICE RULES AND REGULATIONS

### 500 MISCELLANEOUS

### 503 <u>CAPITAL CREDITS</u>

Retirement of capital credits will be made upon approval of the Board of Directors as set forth in the Cooperative's bylaws. Such retirements will be consistent with good management practices and with the provisions of all debt covenants. Current and former members shall be treated the same for the credits being retired.

The estate of a deceased member may request early retirement of the deceased member's capital credits upon proper application and proof by the legal representatives of the member's estate. These retirements will be discounted through a present value calculation.

Any uncashed capital credits checks, either general retirement or early estate retirement, after 180 days of issuance will be considered unclaimed. The Cooperative will maintain the capital credits on its books and make an attempt to find the payee. The Cooperative will charge a dormancy fee beginning 180 days after the issuance of the retirement check to maintain the retired capital credit account and for its services in attempting to locate the payee. The amount of the fee is located in Appendix 600B, Provided Services and Charges, Unclaimed Capital Credit Account Maintenance.

The right to receive capital credit payments is dependent upon the member's compliance with member obligations, including the payment of all service and other charges due from the member to the Cooperative. In the event the member is delinquent or in default in payment of charges due to the Cooperative, or the member has otherwise breached or failed to comply with the Cooperative's member obligations, the Cooperative will withhold payment of capital credit payments to the member until such time as the member has cured the payment default or breach of member obligations.

In the event a member owes a delinquent account indebtedness or other debt obligation to the Cooperative, the Cooperative will apply any capital credit payments that would be due to the member as payment (full or partial, as may result from the payment) of the account indebtedness or other debt obligation, as a recoupment based upon member rights and obligations.

# POLICY C-11

# SERVICE RULES AND REGULATIONS

#### 500 MISCELLANEOUS

#### 504 <u>RIGHT OF ACCESS</u>

The Cooperative's authorized personnel shall have right of access to consumer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing, maintaining, or exchanging any or all equipment and facilities which are the property of the Cooperative.

The Cooperative's authorized personnel shall have the right to remove, or request owner to remove at their expense, any object such as shrubs, flowers, gates, fences, or any other object that will interfere with the safe operation or free access to, any and all equipment and facilities which are the property of the Cooperative. Locked electrical equipment rooms also fall under this category.

Adopted: February 16, 1970 Amended: November 20, 1989

### POLICY O-23

### SERVICE RULES AND REGULATIONS

#### 500 MISCELLANEOUS

#### 505 <u>EASEMENTS GRANTS REQUIRED BY THE COOPERATIVE</u>

Each member/consumer or owner/developer agrees to provide the Cooperative the nonexclusive right to enter their land for the purpose of erecting, operating and maintaining electrical and communications facilities used to provide electric service by the Cooperative. The member/consumer or owner/developer shall, upon request of the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on, and under such lands owned by the consumer, and in accordance with such reasonable terms and conditions as the Cooperative shall require for the furnishing of electric service to him or other consumers, or for the construction, operation, maintenance, or relocation of the Cooperative's electrical and/or communications facilities.

All distribution line extensions or system improvements shall have properly executed easements and/or permits signed by all affected property owners and/or federal, state or local owners of rights of way.

Adopted: February 16, 1970

Amended: November 29, 2010

# POLICY O-26

# SERVICE RULES AND REGULATIONS

### 500 MISCELLANEOUS

### 506 DAMAGED EQUIPMENT

Persons responsible for damage or destruction of Cooperative equipment may be charged for the repair or replacement thereof including any expenses associated with finding and correcting the damage. With regard to meters, the member shall be responsible for any damage to the meter at his premises unless he produces reliable and convincing evidence that such meter was damaged by:

- 1) An accident; or
- 2) The unauthorized act of another person not residing at the premises.

Adoption: October 24, 2005

Amended: November 29, 2010

### **INDEX**

# PALMETTO ELECTRIC COOPERATIVE, INC. RATE SCHEDULES

- **RS A** SCHEDULE I RESIDENTIAL SERVICE
- **RS B** SCHEDULE RT-1 RESIDENTIAL SERVICE TIME-OF-USE
- **RS C** SCHEDULE OL OUTDOOR LIGHTING SERVICE
- **RS D** SCHEDULE II SMALL GENERAL SERVICE
- **RS E** SCHEDULE GST-1 SMALL GENERAL SERVICE TIME-OF-USE
- **RS F** SCHEDULE LPS-1 LARGE POWER SERVICE
- **RS G** SCHEDULE LPS-2 LARGE POWER SERVICE VOLUTARY LOAD MANAGEMENT
- **RS H** LARGE LOAD POWER SERVCE
- **RS I** NET METERING RIDER FOR RESIDENTAIAL AND COMMERCIAL RATES
- **RS J** SCHEDULE T TIER STABILIZATION ADJUSTMENT

#### **Ridgeland, South Carolina**

### RESIDENTIAL SERVICE SCHEDULE I

#### AVAILABILITY

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### **APPLICABILITY**

Applicable to all residential consumers for electric service supplied through one meter to each residence, apartment, mobile home or other dwelling unit, subject to the Cooperative's Service Rules and Regulations.

#### TYPE OF SERVICE

Single phase and multiphase, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, 240/480, or other voltage as might be mutually agreeable. Approval of the Cooperative must be obtained prior to the installation of any single phase motor having a rated capacity of 5 horsepower or more.

#### **MONTHLY RATE**

Facility Charge	a	\$ 17.00
All kWh	(a)	10.890¢ per kWh

#### **MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$ 17.00.

# TIER STABILIZATION ADJUSTMENT

The above rates will be increased or decreased, subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

# TERMS OF PAYMENT

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

Effective with all bills rendered on or after January 1, 2014.

#### **Ridgeland, South Carolina**

# RESIDENTIAL SERVICE TIME-OF-USE SCHEDULE RT-1

#### AVAILABILITY

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### APPLICABLE

Applicable on a voluntary and limited basis solely at the Cooperative's discretion, to residential consumers for electric service supplied through one meter to each residence, apartment, mobile home or other dwelling unit, subject to the Cooperative's Service Rules and Regulations. This rate is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative.

#### **TYPE OF SERVICE**

Single phase and multiphase, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, 240/480, or other voltage as might be mutually agreeable. Approval of the Cooperative must be obtained prior to the installation of any single phase motor having a rated capacity of 5 horsepower or more.

#### MONTHLY RATE

Facility Charge	@	\$ 20.50
On-Peak Energy Usage:		
All kWh During Usage Months of June-Sept All kWh During Usage Months of Oct – May	(a) (a)	24.550 ¢ per kWh 23.000 ¢ per kWh
Off-Peak Energy Usage:		
All kWh	@	7.330 ¢ per kWh

#### **MINIMUM MONTHLY CHARGES**

The minimum monthly charge shall be \$20.50.

RS B

# **DEFINITION OF ON-PEAK AND OFF-PEAK USAGE HOURS**

On-Peak energy usage shall be the kilowatt-hours used by the consumer, during the following time intervals for Monday through Saturday, excluding holidays, of each month:

 May-Sept
 3:00 p.m. to 8:00 p.m.

 Oct-Nov & Mar-Apr
 6:00 a.m. to 10:00 a.m. & 3:00 p.m. to 8:00 p.m.

 Dec-Feb
 6:00 a.m. to 10:00 a.m.

Holidays are defined to be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Off-Peak energy usage shall be the kilowatt-hours used by the consumer during all hours not defined as On-Peak as specified above.

# TIER STABILIZATION ADJUSTMENT

The above rates will be increased or decreased subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

# TERMS OF PAYMENT

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

# **TERM OF CONTRACT**

Not less than one (1) year.

Effective with all bills rendered on or after January 1, 2014.

#### **Ridgeland, South Carolina**

#### OUTDOOR LIGHTING SERVICE SCHEDULE OL

#### AVAILABILITY

Available in all territory served by the Cooperative near multiphase lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### APPLICABILITY

Applicable only for dusk to dawn lighting by means of photoelectric controlled, ballast operated metal halide, mercury\*, or sodium vapor luminaires, and poles conforming to the Cooperative' specifications, and where secondary service is available.

#### MONTHLY RATE

#### SEE ATTACHMENT –A

#### **ADDITIONAL CHARGES**

1. Where it is necessary for the Cooperative to install more than the allowed lengths of overhead or underground wiring for each pole as stated below, charges for the excess length will be as follows:

	Allowance	Excess Length Charge		
Overhead	100 feet	\$ 1.00 per foot		
Underground	100 feet	\$ 1.75 per foot		

- 2. Where it is necessary for the Cooperative to install a pole-mounted transformer for the exclusive purpose of providing secondary service (120/240 volts) for lighting luminaires, an additional non-refundable contribution-in-aid of construction of \$900.00 will be required. Should an underground pad mounted transformer be required to provide secondary service for lighting luminaires, a non-refundable contribution-in-aid of construction of \$1500.00 will be required.
- 3. The above monthly rates will apply only to fixtures and poles designated as standard equipment by the Cooperative. Contribution-in-aid of construction will be charged to cover the cost difference of other than standard fixtures, if offered by the Cooperative.

# **CONDITIONS OF SERVICE**

- 1. The Cooperative will furnish, install, operate and maintain the lighting equipment, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the meter for the consumer's other usage.
- 2. The Cooperative will maintain the lighting equipment, including lamp replacement, at no additional cost to the consumer, as soon as practical after notification of Cooperative by the consumer that service has been interrupted. However, the consumer may be required to reimburse the Cooperative for the cost of any such maintenance work which is required because of vandalism.
- 3. The lighting equipment shall remain the property of the Cooperative, including poles installed when the consumer makes a contribution-in-aid of construction. The consumer shall protect the lighting equipment from deliberate damage.
- 4. The poles for support of the luminaires are to be wood or fiberglass poles of the Cooperative's existing distribution system or extensions from the system.
- 5. The Cooperative reserves the right to specify the number and location of service points.
- 6. Lighting service shall be provided only at locations which are accessible to the Cooperative's equipment for servicing purposes and the consumer shall allow authorized representatives of the cooperative to enter upon consumer's premises and to trim trees and shrubs as necessary for maintenance of the lighting equipment and for removal of the lighting equipment upon termination of service under this schedule.
- 7. The Cooperative reserves the right to require consumer to execute a multi-year contract prior to the installation of any lighting fixtures requiring one or more poles.

# TERMS OF PAYMENT

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

Effective with all bills rendered on or after January 1, 2014.

\*Mercury Vapor Lamps not available for new installations

# ATTACHEMENT A

# **2019 OUTDOOR LIGHTING**

1/1/2019		UPN LIGHT ID LIST					
LIGHT ID	OLD RATE	DESCRIPTION	SIZE	КШ	SVC	LIFT POLE	Jan 2019 Rate
		PCA Rate					-0.0032684
ALDE14		AUTOBAHN LARGE 250EQ LED1U 25'LAMWD	140	46	UG	\$0.00	\$36.51
ALDF14		AUTOBAHN LARGE 250EQ LED2U 25'LAMWD	140	92	UG	\$0.00	\$49.92
ALDE09		AUTOBAHN LARGE 250EQ LED1U 25' SQFG	140	46	UG	\$0.00	\$34.96
ALDF09		AUTOBAHN LARGE 250EQ LED2U 25' SQFG	140	92	UG	\$0.00	\$48.37
ALEE14		AUTOBAHN LARGE 320EQ LED1U 25'LAMWD	165	55	UG	\$0.00	\$39.22
ALEF14		AUTOBAHN LARGE 320EQ LED2U 25'LAMWD	165	110	UG	\$0.00	\$55.29
ALEE09		AUTOBAHN LARGE 320EQ LED1U 25' SQFG	165	55	UG	\$0.00	\$37.67
ALEF09		AUTOBAHN LARGE 320EQ LED2U 25' SQFG	165	110	UG	\$0.00	\$53.74
ALDE15		AUTOBAHN LARGE 250EQ LED1U 30'LAMWD	140	46	UG	\$0.00	\$38.16
ALDF15		AUTOBAHN LARGE 250EQ LED2U 30'LAMWD	140	92	UG	\$0.00	\$51.57
ALDE10		AUTOBAHN LARGE 250EQ LED1U 30' SQFG	140	46	UG	\$0.00	\$39.41
ALDF10		AUTOBAHN LARGE 250EQ LED2U 30' SQFG	140	92	UG	\$0.00	\$52.82
ALEE15		AUTOBAHN LARGE320EQ LED1U 30'LAMWD	165	55	UG	\$0.00	\$40.92
ALEF15		AUTOBAHN LARGE 320EQ LED2U 30'LAMWD	165	110	UG	\$0.00	\$56.94
ALEE10		AUTOBAHN LARGE 320EQ LED1U 30' SQFG	165	55	UG	\$0.00	\$42.12
ALEF10		AUTOBAHN LARGE 320EQ LED2U 30' SQFG	165	110	UG	\$0.00	\$58.19
ALFE15		AUTOBAHN LARGE 400EQ LED1U 30'LAMWD	205	68	UG	\$0.00	\$42.43
ALFF15		AUTOBAHN LARGE 400EQ LED2U 30'LAMWD	205	136	UG	\$0.00	\$60.06
ALFE10		AUTOBAHN LARGE 400EQ LED1U 30' SQFG	205	68	UG	\$0.00	\$43.63
ALFF10		AUTOBAHN LARGE 400EQ LED2U 30' SQFG	205	136	UG	\$0.00	\$61.31
ASCE08		AUTOBAHN SMALL 175EQ LED1U 19'SQFG	85	28	UG	\$0.00	\$32.71
ASCF08		AUTOBAHN SMALL 175EQ LED2U 19'SQFG	85	56	UG	\$0.00	\$43.77
ASCE12		AUTOBAHN SMALL 175EQ LED1U 15'LAMWD	85	28	UG	\$0.00	\$32.69
ASCF12		AUTOBAHN SMALL 175EQ LED2U 15'LAMWD	85	56	UG	\$0.00	\$43.83
ASCE13		AUTOBAHN SMALL 175EQ LED1U 19'LAMWD	85	28	UG	\$0.00	\$32.79
ASCF13		AUTOBAHN SMALL 175EQ LED2U 19'LAMWD	85	56	UG	\$0.00	\$43.93
ASDE08		AUTOBAHN SMALL 250EQ LED1U 19'SQFG	125	41	UG	\$0.00	\$34.25
ASDE13		AUTOBAHN SMALL 250EQ LED1U 19'LAMWD	125	41	UG	\$0.00	\$34.36
BMAE04		BALTIMORE 100EQ LED1U 10-14'AL	75	25	UG	\$0.00	\$56.38

BMCE04	BALTIMORE 175EQ LED1U 10-14'AL	105	35	UG	\$0.00	\$57.55
BMDE04	BALTIMORE 250EQ LED1U 10-14'AL	130	45	UG	\$0.00	\$58.51
FLFE18	FLOOD 400EQ LED1U 35'WD	200	66	UG	\$0.00	\$35.23
FLFF18	FLOOD 400EQ LED2U 35'WD	200	132	UG	\$0.00	\$54.37
FLFG18	FLOOD 400EQ LED1O 35'WD	200	66	OH	\$2.50	\$29.68
FLFH18	FLOOD 400EQ LED2O 35'WD	200	132	OH	\$2.50	\$48.82
HCAE04	HAGERSTOWN 100EQ LED1U 10-14'AL CO BLK	75	25	UG	\$0.00	\$55.38
HCCE04	HAGERSTOWN 175EQ LED1U 10-14'AL CO BLK	105	35	UG	\$0.00	\$56.55
HCDE04	HAGERSTOWN 250EQ LED1U 10-14'AL CO BLK	130	45	UG	\$0.00	\$57.51
HDAE04	HAGERSTOWN 100EQ LED1U 10-14'AL CO VG	75	25	UG	\$0.00	\$56.53
HDCE04	HAGERSTOWN 175EQ LED1U 10-14'AL CO VG	105	35	UG	\$0.00	\$57.70
HDDE04	HAGERSTOWN 250EQ LED1U 10-14'AL CO VG	130	45	UG	\$0.00	\$58.66
HGCE04	HAGERSTOWN 175EQ LED1U 12-14'AL NCO BL	105	35	UG	\$0.00	\$59.55
SAAE07	SALEM 100EQ LED1U 16'TFG	85	29	UG	\$0.00	\$30.66
SAAE12	SALEM 100EQ LED1U 15'LAMWD	85	29	UG	\$0.00	\$33.01
SAAE13	SALEM 100EQ LED1U 19'LAMWD	85	29	UG	\$0.00	\$33.51
SACE07	SALEM 175EQ LED1U 16'TFG	105	36	UG	\$0.00	\$31.45
SACE12	SALEM 175EQ LED1U 15'LAMWD	105	36	UG	\$0.00	\$33.80
SACE13	SALEM 175EQ LED1U 19'LAMWD	105	36	UG	\$0.00	\$34.30
STAE17	STANDARD 100EQ LED1U 30'WD	50	17	UG	\$0.00	\$13.81
STAF17	STANDARD 100EQ LED2U 30'WD	50	34	UG	\$0.00	\$17.73
STAG17	STANDARD 100EQ LED1O 30'WD	50	17	OH	\$2.00	\$9.91
STAH17	STANDARD 100EQ LED2O 30'WD	50	34	OH	\$2.00	\$14.03
STBE17	STANDARD 150EQ LED1U 30'WD	73	24	UG	\$0.00	\$15.20
STBG17	STANDARD 150EQ LED1O 30'WD	73	24	OH	\$2.00	\$11.25

#### **Ridgeland, South Carolina**

### SMALL GENERAL SERVICE SCHEDULE II

### AVAILABILITY

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### **APPLICABILITY**

Applicable to non-residential multiphase consumers requiring transformer capacity of 100kVA or less and to all single phase non-residential consumers, for electric service of one standard secondary voltage required on the consumer's premises, delivered at one point and metered at or compensated to that voltage.

#### TYPE OF SERVICE

Single phase and multiphase, 60 hertz, at the following standard voltages; 120/240, 120/208, 277/480, 240/480, or other voltage as might be mutually agreeable. Approval of the Cooperative must be obtained prior to the installation of any single phase motor having a rated capacity of 5 horsepower or more.

#### MONTHLY RATE

Facility Charge	(a)	\$17.00

All kWh (a) 11.300¢ per kWh

# **MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be \$ 17.00.

# **TIER STABILIZATION ADJUSTMENT**

The above rates will be increased or decreased, subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

# **TERMS OF PAYMENT**

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

Effective with all bills rendered on or after January 1, 2014.

#### **Ridgeland, South Carolina**

# SMALL GENERAL SERVICE TIME-OF-USE SCHEDULE GST-1

#### AVAILABILITY

Available in all territory served by the Cooperative near lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### APPLICABLE

Applicable on a voluntary and limited basis solely at the Cooperative's discretion, to nonresidential multiphase consumers requiring transformer capacity of 100 kVA or less and to all single phase non-residential consumers, for electric service of one standard secondary voltage required on the consumer's premises, delivered at one point and metered at or compensated to that voltage. This rate is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative.

#### **TYPE OF SERVICE**

Single phase and multiphase, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, 240/480, or other voltage as might be mutually agreeable. Approval of the Cooperative must be obtained prior to the installation of any single phase motor having a rated capacity of 5 horsepower or more.

#### MONTHLY RATE

Facility Charge	@	\$ 20.50
On-Peak Energy Usage:		
All kWh During Usage Months of June-Sept All kWh During Usage Months of Oct - May	@ @	24.550¢ per kWh 18.950¢ per kWh
Off-Peak Energy Usage:		
All kWh	a	8.050¢ per kWh

#### MINMUM MONTHLY CHARGE

The minimum monthly charge shall be \$20.50.

# **DEFINITION OF ON-PEAK AND OFF-PEAK USAGE HOURS**

On-Peak energy usage shall be the kilowatt-hours used by the consumer, during the following time intervals for Monday through Saturday, excluding holidays, of each month:

 May-Sept
 3:00 p.m. to 8:00 p.m.

 Oct-Nov & Mar-Apr
 6:00 a.m. to 10:00 a.m. & 3:00 p.m. to 8:00 p.m.

 Dec-Feb
 6:00 a.m. to 10:00 a.m.

Holidays are defined to be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Off-Peak energy usage shall be the kilowatt-hours used by the consumer during all hours not defined as On-Peak as specified above.

### TIER STABILIZATION ADJUSTMENT

The above rates will be increased or decreased subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

#### **TERMS OF PAYMENT**

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

#### **TERM OF CONTRACT**

Not less than five (5) years.

Effective with all bills rendered on or after February 1, 2014.

#### **Ridgeland, South Carolina**

#### LARGE POWER SERVICE SCHEDULE LPS-1

#### AVAILABILITY

Available in all territory served by the Cooperative near multiphase lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

#### APPLICABILITY

Applicable to non-residential consumers requiring multiphase transformer capacity in excess of 100 kVA, for electric service of one standard secondary voltage required on the consumer's premises, delivered at one point and metered at or compensated to that voltage.

#### **TYPE OF SERVICE**

Multiphase service, 60 hertz, at the following standard voltages: 120/240, 277/480, or other voltage as might be mutually agreeable.

#### MONTHLY RATE

Demand Charge:

All kW of Billing Demand

Energy Charge:

First 200 kWh per kW of Billing Demand	(a)	7.150¢ per kWh
Next 200 kWh per kW of Billing Demand	ă	6.850¢ per kWh
Over 400 kWh per kW of Billing Demand	ā	6.550¢ per kWh

#### **MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the greater of:

- A. \$1.15 per kVA of installed transformer capacity.
- B. Such minimum monthly charge specified in the contract for electric service between the consumer and the Cooperative.

\$11.20 per kW

(a)

#### **DETERMINATION OF BILLING DEMAND**

The Billing Demand shall be the greater of:

- (1) the highest thirty-minute kilowatt measurement during the current month; or
- (2) eighty percent (80%) of the highest such demand occurring during the eleven preceding months.

RS F

The Billing Demand so determined shall be adjusted for power factor as set forth below. **POWER FACTOR ADJUSTMENT** 

The consumer agrees to maintain unity power factor as nearly as practicable. At its option, the Cooperative may measure the consumer's power factor and adjust the measured demand to correct for average power factors lower than 90%. Such adjustments will be made by increasing the measured kilowatts 1% for each 1% by which the average power factor is less than 90% lagging.

### TIER STABILIZATION ADJUSTMENT

The above rates will be increased or decreased, subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

#### **TERMS OF PAYMENT**

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

# **TERM OF CONTRACT**

Not less than five (5) years.

Effective with all bills rendered on or after January 1, 2014.

### PALMETTO ELECTRIC COOPERATIVE, INC.

### **Ridgeland, South Carolina**

### LARGE POWER SERVICE VOLUNTARY LOAD MANAGEMENT SCHEDULE LPS-2

### AVAILABILITY

Available in all territory served by the Cooperative near multiphase lines of adequate capacity, subject to the Cooperative's Service Rules and Regulations.

### APPLICABILITY

Available on a non-voluntary and limited basis solely at the Cooperative's discretion, to nonresidential consumers requiring over 100 kVA transformer capacity but not more than 5,000 kW, for electric service of one standard secondary voltage required on the consumer's premises, delivered at one point and metered at or compensated to that voltage. This rate schedule may be changed or discontinued at any time solely at the discretion of the Cooperative.

### TYPE OF SERVICE

Multiphase service, 60 hertz, at the following standard voltages: 120/240, 120/208, 277/480, 240/480 or other voltage as might be mutually agreeable.

### MONTHLY RATE

Facility Charge: Peak Demand Charge	<ul> <li>@ \$ 120.00</li> <li>@ \$ 2.25 per kW of Peak Demand</li> </ul>			
Coincident Peak Demand Charge:	@ \$ 14.00 per kW of Coincident Peak Demand			
Energy Charge	@ 6.850¢ per kWh			

### **MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the greater of:

- A. \$1.15 per kVA of installed transformer capacity, plus the \$120.00 facility charge.
- B. Such minimum monthly charge specified in the contract for electric service between the consumer and the Cooperative.

RS G

### **DETERMINATION OF BILLING DEMAND**

The Peak Demand shall be the greater of:

- (1) the highest 30-minute kilowatt demand measurement during the current month; or
- (2) fifty percent (50%) of the highest such demand occurring during the previous eleven (11) months.

The Peak Billing Demand so determined shall be adjusted for power factor as set forth below.

### **DETERMINATION OF COINCIDENT PEAK DEMAND**

The Coincident Peak Demand shall be the 60-minute kilowatt demand established by the consumer measured coincident with the Authority-Central System Monthly Territorial Peak Demand (MTPD) as defined in the wholesale rate billed to the Cooperative by Central Electric Power Cooperative, Inc. The Coincident Peak Demand shall be adjusted for power factor as set forth below.

The Consumer shall be responsible for contacting the Cooperative to receive notice of periods when the Authority-Central System Monthly Territorial Peak Demand (MTPD) is like to occur. However, the Cooperative does not guarantee such notice preceding each MTPD, and failure of the consumer to receive such notice does not preclude the consumer's obligation to pay the Coincident Peak Demand Charge contained herein.

### POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. At its option, the Cooperative may measure the consumer's power factor and adjust the measured demand to correct for average power factors lower than 90%. Such adjustments will be made by increasing the measured kilowatts 1% for each 1% by which the average power factor is less than 90% lagging.

### TIER STABILIZATION ADJUSTMENT

The above rates will be increased or decreased, subject to the provisions of the Cooperative's TIER Stabilization Adjustment Schedule T.

### TERMS OF PAYMENT

The current monthly bill is due upon receipt and will be past due fifteen (15) days from the date of the bill.

### **TERM OF CONTRACT**

Not less than five (5) years.

Effective with all bills rendered on or after January 1, 2014.

### RS H PALMETTO ELECTRIC COOPERATIVE, INC. COST OF SERVICE SCHEDULE LARGE LOAD POWER SERVICE

### AVAILABILITY

Throughout all the territory served by Palmetto Electric Cooperative, Inc. ("PECI") in accordance with the established Service Rules of PECI and subject to the execution of a contract for service mutually agreed upon by PECI and consumer.

### APPLICABILITY

Applicable to any new consumer receiving service who qualifies under Section 1, Availability of a Central Electric Power Cooperative, Inc.'s Rate Schedule and riders.

### <u>RATE</u>

The monthly bill will consist of the sum of the following charges:

- 1) <u>Wholesale Power Cost</u> the demand energy, fuel adjustments and other charges contained in PECI's wholesale electric supplier's effective wholesale rate, applied to the monthly Billing Demand and energy delivered to PECI during that month.
- 2) <u>PECI's Service Charge</u> a service charge consisting of a schedule of percentages or other charges contained in the contract for service applied to the wholesale power cost stated above.
- 3) <u>PECI's Facilities Charge</u> a facilities charge consisting of a monthly carrying cost factor and/or charge contained in the contract for service applied to the dollar investment in facilities provided by PECI specifically in order to furnish demand and energy to meet the consumer's requirements.
- 4) <u>PECI 's Wholesale Supplier's Facilities Charge</u> an additional facilities charge consisting of a monthly carrying cost factor contained in the contract for service applied to the dollar investment in facilities provided by PECI'S wholesale supplier specifically in order to furnish service hereunder.

### MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the greater of total charges contained under the RATE section above or according to monthly minimum provisions as stated in the Agreement for Electric Service.

### TAX

In addition, the consumer will pay the amount of any sales, use, excise, franchise or utility taxes or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder.

### **TERMS OF PAYMENT**

All bills are net and payable according to the provisions stated in the agreement for service between PECI and the consumer.

### **EFFECTIVE DATE**

Bills rendered on or after December 21, 1998.

### PALMETTO ELECTIC COOPERATIVE, INC.

### **Ridgeland, South Carolina**

### NET METERING RIDER FOR RESIDENTIAL AND COMMERCIAL RATES

### AVAILABILITY

This rider is available in conjunction with the Cooperative's Residential Rate Schedule I and the Cooperative's Commercial Rate Schedule II or LPS I. All retail members who own and operate a solar photovoltaic, wind-powered, biomass-fueled, or micro-hydro generating system, located and used at the member's primary legal residence or business where a part or all of the electrical requirements of the member can be supplied from the member's generating system can receive service under this rider.

The rated capacity of the member's generating system shall not exceed the lesser of (a) the member's estimated maximum annual kilowatt demand or (b) 20 kilowatts for a residential system or 100 kilowatts for a nonresidential system.

The member's generating system as referenced above must be manufactured, installed and operated in accordance with governmental and industry standards, and must fully conform with the Cooperative's Interconnection Standard.

This rider is available on a first come, first serve basis, except that the total capacity of all retail member generating systems under this rider shall not exceed 0.2% of the Cooperative's hourly integrated peak load, as measured at its distribution substations, for the prior calendar year.

If the member's proposed installation results in exceeding this limit, the member will be notified that service under this rider is not allowed.

### <u>RATE</u>

The applicable rate per month shall be from the appropriate rate schedule as referenced in the Availability section above. The monthly bill shall be determined as follows:

For electric service under the Cooperative's Residential Rate Schedule I and the Cooperative's Commercial Rate Schedule II or LPS I:

- 1. The facilities charge shall be determined and billed as set forth in the applicable rate schedule as described in the Availability section above.
- 2. Energy charges (or credits) shall be based on the rates in the applicable rate schedules as described in the Availability section above. For purposes of calculating monthly energy in kilowatt-hours, member's usage shall be reduced by the total of (a) any excess energy delivered to the Cooperative in the current month plus (b) any accumulated excess energy

RS I

balance remaining from prior months. Excess energy delivered to the Cooperative shall be defined as energy produced by the member's renewable energy generating facility that exceeds the energy delivered by the Cooperative during a given time period.

- 3. Total energy in kilowatt-hours billed to members shall never be less than zero. For any billing month during which excess energy exceeds the member's usage in total, producing a net credit, the respective energy charges for the month shall be zero. Credits shall not offset the facilities charge for the applicable rate schedule.
- 4. Excess energy not used in the current billing month to reduce billed kilowatt-hour usage shall be accumulated and used to reduce usage in future months; however, any accumulated excess energy not used to reduce billed kilowatt-hour usage shall be reset to zero each June 1. Excess energy delivered prior to June 1 will only be used to reduce usage provided by the Cooperative prior to June 1.
- 5. There will be no compensation paid to the retail member for excess energy granted to the Cooperative.
- 6. For each nameplate kW of installed solar photovoltaic generating capacity, there is a \$5.00 per month distribution service charge. However, for the term of the rider, this charge to consumer will be waived by the Cooperative and paid by the wholesale power supplier.
- 7. For each nameplate kW of installed, wind-powered, biomass-fueled, or micro-hydro generation, the monthly distribution service charge will be determined on a case by case basis. However, for the term of the rider, this charge to consumer will be waived by the Cooperative and paid by the wholesale power supplier.

### MINIMUM CHARGE

The monthly minimum charge shall be the basic facilities charge plus the demand charge, if any, as stated in the applicable rate.

### **GENERAL PROVISIONS**

- 1. To qualify for this rider, the retail member must first qualify for and be served on one of the rate schedules as described above in the Availability section. The member must also meet all other qualifications as outlined in the Availability section.
- 2. All provisions of the applicable residential or commercial rate schedules described above will apply to service supplied under this rider.
- 3. The retail member must execute an Interconnection Agreement prior to receiving service under this rider. The agreement shall include a description of the conditions related to interconnection of the member generation with the Cooperative's electrical system.

4. Renewable energy generators will retain ownership of Renewable Energy Credits (RECs) until a market for RECs is fully developed as reasonably determined by the Cooperative. After a market for RECs is fully developed, then, annually, any RECs associated with net excess generation shall be granted to the Cooperative when the net excess generation balance is set to zero.

### SPECIAL PROVISIONS

The Cooperative will furnish service in accordance with its standard specifications. Nonstandard service will be furnished only when the member pays the difference in costs between non-standard service and standard service or pays to the Cooperative its normal monthly facility charge based on such difference in costs.

### TERM OF CONTRACT

Contracts shall be written for a period of not less than one (1) year and shall be renewed for successive one (1) year periods. After the initial period, either party may terminate service under this rider by giving a sixty (60) day notice in writing. A separate contract shall be written for each meter at each location.

### **GENERAL TERMS AND CONDITIONS**

The Cooperative's General Terms and Conditions are incorporated by reference and are part of this rider.

Adopted 12/2011

### PALMETTO ELECTRIC COOPERATIVE, INC.

### **Ridgeland, South Carolina**

### TIER STABILIZATION ADJUSTMENT SCHEDULE T

### APPLICABILITY

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

### PURPOSE OF ADJUSTMENT

This schedule is an integral part of the Cooperative's Margin Stabilization Plan approved by the Board of Directors to assure attainment of a prescribed Times Interest Earned Ratio (TIER) in each calendar year. The purpose of the Margin Requirement Adjustment (MRA) component of the TIER Stabilization Adjustment (TSA) is to produce revenue sufficient to achieve the prescribed TIER margin requirement of 2.0.

The TSA also includes a Wholesale Power Cost Adjustment (WPCA) component whose purpose is to recover the cost of wholesale power purchased by the Cooperative that is not recovered by the Cooperative's retail rate schedules.

### **DETERMINATION OF TIER STABILIZATION ADJUSTMENT (TSA)**

The TSA shall be determined according to the following formula:

$$TSA = MRA + WPCA$$

Where:

TSA	=	TIER Stabilization Adjustment per kWh sold.	
MRA	=	Margin Requirement Adjustment per kWh sold.	
WPCA		= Wholesale Power Cost Adjustment per kWh sold.	

RS J

The MRA shall be determined at the beginning of each calendar year according to the following formula:

$$MRA = [E - B - N + (I \times 1.0)] \div S + D$$

Where:

MRA =	MRA Margin Requirement Adjustment per kWh sold.		
Е	= The projected total operating expenses for the coming calendar year.		
В	= The projected revenue from sales of electricity and other electric revenue for the coming calendar year.		
Ν	= The projected non-operating margins for the coming calendar year, including non-cash capital credits.		
Ι	= The projected interest expense for the coming calendar year.		
D	= An amount per kilowatt-hour sold determined by the Cooperative as appropriate to manage the balance of the deferred margin account maintained in accordance with the Margin Stabilization Plan.		
S	= The projected kilowatt-hour sales for the coming calendar year.		

The WPCA shall be determined each month according to the following formula:

$$W = [C \div P] - B$$

Where:

- W = Wholesale Power Cost Adjustment per kWh sold.
- C = The wholesale power cost for the previous three months, excluding the cost of wholesale power purchased to provide electric service to consumers billed under wholesale pass-through contract rates.
- P = The kilowatt-hours purchased for the previous three months, adjusted for line losses, and excluding kilowatt-hours sold to consumers billed under wholesale pass-through contract rates.
- B = The average cost of wholesale power per kilowatt-hour sold recovered in the Cooperative's retail rate schedules to which the WPCA applies, currently \$0.08400 per kWh.

The MRA will be computed according to the above formula for a twelve-month period beginning January of each calendar year. However, should it appear at any time that continued use of the MRA then in effect for the remainder of that calendar year will result in a substantial increase or decrease in the balance of the deferred margin account maintained in accordance with the Cooperative's Margin Stabilization Plan, the Cooperative may modify the existing MRA to, respectively, decrease or increase the balance of the deferred margin account during the remainder of the calendar year; provided, however, should the balance of the deferred margin account at any time exceed three times the projected annual debt service payments of the Cooperative for the current calendar year, the MRA shall be adjusted to decrease the balance of the deferred margin account.

At the end of each calendar year, the revenues of the Cooperative shall be adjusted to reflect the difference between the actual margins realized for the calendar year and the margins required to produce the prescribed TIER of 2.0 set forth in the Cooperative's Margin Stabilization Plan. The amount of such difference shall be recorded in a deferred margin account.

Effective with all bills rendered on or after January 1, 2018.

### TAB A



Hampton District 1231 Charleston Hwy Hampton, SC 29924 803-943-2211 FAX #803-943-4185 Hilton Head District 111 Mathews Drive Hilton Head, SC 29926 843-681-5551 FAX #843-681-2855 New River District 1 Cooperative Way Hardeeville, SC 29927 843-208-5551 FAX #843-208-5583

Ridgeland District 4063 Grays Hwy. Ridgeland, SC 29936 843-726-5551 FAX #843-726-5632

### **CONNECT SERVICE ORDER**

THIS FORM MUST BE COMPLETED IN FULL. PLEASE PRINT. METERS ARE **READ OR CONNECTED** AS SOON AS POSSIBLE.

□ Shed
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I CERTIFY THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE:

DATE:

### TAB B



Hampton District 1231 Charleston Hwy P O Box 548 Hampton, SC 29924 803-943-2211 FAX #803-943-4185 Hilton Head District 111 Mathews Drive P O Box 23619 Hilton Head, SC 29926 843-681-5551 FAX#843-681-2855 New River District One Cooperative Way Hardeeville, SC 29927 843-208-5551 FAX#843-208-5583 Ridgeland District 4063 Grays Hwy. P O Box 820 Ridgeland, SC 29936 843-726-5551 FAX#843-726-5632

### **COMMERCIAL APPLICATION**

# FORMS MUST BE COMPLETED IN FULL (Please Print) . METERS ARE READ OR CONNECTED AS SOON AS POSSIIBLE.

Today's Date:	_ Date Service to	Begin:	
Service Location:			
Type of Business:		Square Foota	nge
Business Phone:	Cellular #	ŧ	
I would like all bills and correspondence in the	e name of:		
Business Name:			
List the name of owner or owners:			
Social Security #:			
Address for Monthly Billing:			
City:		State:	Zip:
Is this Business a Sole Proprietorship?	Yes [ ]	No [ ]	
Is this Business a Joint Ownership?	Yes [ ]	No [ ]	
Have we ever served this Business before?	Yes [ ]	No [ ]	
If yes what location:			

Signed:	_ Print Name:
Position with Company:	

### TAB C



Hampton District 1231 Charleston Hwy Hampton, SC 29924 803-943-2211 FAX #803-943-4185

**Hilton Head District** 111 Mathews Drive Hilton Head, SC 29926 843-681-5551 843-681-5551 FAX #843-681-2855

New River District 1 Cooperative Way Hardeeville, SC 29927 843-208-5551 FAX #843-208-5583

**Ridgeland District** 4063 Grays Hwy. Ridgeland, SC 29936 843-726-5551 FAX #843-726-5632

## DISCONNECT SERVICE ORDER

### FORM MUST BE COMPLETED IN FULL (Please Print). METERS ARE READ OR DISCONNECTED AS SOON AS POSSIBLE.

Today's Date:		Disconnect Date:	
Service Location:		Account #:	
MAIL FINAL STATE	<u>MENTS TO</u> :		
Name listed on bill:			
New Phone #:		Old Phone #:	
Forwarding Address:			
City:		State/Zip:	

### PLEASE NOTE:

If you are leaving Palmetto Electric's service area, Palmetto Electric will automatically apply your Consumer Deposit and Membership Fee to your FINAL BILL and mail the balance.

If you are Transferring Service to a new location in our service area a Connect Service Order must be completed. If you are disconnecting your old location a Disconnect Service Order should also be completed. Your deposit can be transferred to the new location if a disconnect service order is completed at the same time.

### I CERTIFY THE ABOVE INFORMATION TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature: Date:

### SURETY BOND

### **IN FAVOR OF**

### PALMETTO ELECTRIC COOPERATIVE, INC.

THIS SURETY	BOND is given by	, as Principal,,
		(Principal's Mailing Address)
DBA		
and,	as Surety, a	corporation having a currently
effective certificate	of authority to transact a surety busines	ss in the State of South Carolina.
	BACKGROUN	D

The Principal is in need of and has made application to Palmetto Electric Cooperative, Inc., (PEC) for electric utility service. PEC, pursuant to its rules and regulations has required the Principal, as security for the payment of electric utility charges, to deposit in cash an amount fixed by PEC or, in lieu thereof, to post a suitable surety bond in PEC's favor in a like amount. The Principal has elected to furnish, in lieu of a cash deposit, this bond in the amount stated herein.

NOW, THEREFORE, the Principal and the Surety jointly and severally bind themselves, their successors, assigns, and legal representatives to PEC in the sum of (\$).

This bond is subject to the following provisions:

1. If the Principal shall promptly pay all indebtedness incurred as a result of electric utility service provided by PEC at any time from the commencement of such service until such service is terminated and such termination request be made in writing to PEC by certified and registered mail delivered to the PEC's VP of Customer Service, 1 Cooperative Way, Hardeeville, SC 29927-5145, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The liability of the Surety under this bond for all defaults and obligations including, but not limited to, any debts owed by Principal to PEC at the time of Principal's filing of any petition in any Bankruptcy Court, shall not exceed the total of the sum of the bond hereinabove set out plus any costs and expenses incurred by PEC in enforcing its rights under this Surety Bond.

3. If the Principal has incurred indebtedness to PEC for electric utility service provided prior to the date of the execution of this bond, the liability of the Surety under this bond for all defaults and obligations of the Principal shall be retroactive to the date of commencement of such service.

4. In all cases, it shall be the duty of the Principal to give fifteen (15) days' written notice of termination of electric service, and any such request for termination of electric service shall be in writing and delivered to delivered to Palmetto Electric Cooperative, Inc., C/O the VP of Customer Service, 1 Cooperative Way, Hardeeville, SC 29927-5145, by certified and registered mail. Additionally, a copy of the request shall be faxed to (843) 208-5583, C/O the VP of Customer Service. It is expressly understood and agreed by all parties that both the Principal and Surety shall remain liable for any electrical service provided and any and all payments for bills representing such electrical usage until the above stated requirements have been satisfied.

5. In addition to all other amounts payable hereunder, the Surety shall pay all costs and expenses including attorneys' fees incurred by PEC in enforcing its rights under this Surety Bond, including those costs, expenses, and attorneys' fees incurred by PEC in any appellate proceedings.

6. The liability of the Surety under this bond shall not be discharged or affected by an extension of time granted to the Principal for the satisfaction of any indebtedness incurred as a result of electric utility service provided by PEC.

7. The Surety reserves the right to cancel the bond by giving thirty (30) day's notice in writing to PEC. The notice of cancellation shall be deemed to be effective only when received by PEC and delivered by registered and certified mail. The effective date of the cancellation notice will be 30 days from the time the return receipt has been signed by a PEC representative. The Surety herein agrees to pay, within ten (10) days after written demand for payment by PEC, the full amount of any such bills not paid by said Principal within fifteen (15) days from the date of said bills or, the effective date of the cancellation, whichever comes first. Upon receipt of the cancellation notice the Surety is discharged and released of any further liability, it being understood and agreed, however, that the Principal and Surety will be liable for any loss accruing up to the effective date of the cancellation notice, in no event, however, in excess of the sum of this bond.

8. The cancellation notice shall be deemed to have been duly given if faxed to 843 208-5583, C/O the VP of Customer Service, and delivered by registered and certified mail addressed to:

> Palmetto Electric Cooperative, Inc. C/O VP of Customer Service 1 Cooperative Way Hardeeville, SC 29927-5145

9. The term of this bond will be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continuous until canceled under the provisions of paragraph (7) above.

10. A certified copy of the bond is required with this completed paperwork.

IN WITNESS WHEREOF, we the Principal and Surety have hereunto set our hands and seals this <u>day of</u>, 20.

For the property named:	
At the following address:	

PRINCIPAL: Signature	_ WITNESS: _	Signature
Print Name:	Print Name:	
SURETY:	WITNESS:	Signature
Print Name:	Print Name:	
Insurance Company:		_
Agent:		
Address:		
Phone Number:		
Fax Number:		

### PALMETTO ELECTRIC COOPERATIVE, INC. AGREEMENT FOR ELECTRIC SERVICE (LARGE LOAD)

This AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_ between
PALMETTO ELECTRIC COOPERATIVE, INC. (hereinafter called the "Seller"), and
\_\_\_\_\_\_\_ (hereinafter called the "Consumer"). The Seller shall
make available, sell and deliver to the Consumer, and the Consumer shall purchase all of the
electric power and energy up to \_\_\_\_\_\_ Kilowatts at the following location
\_\_\_\_\_\_, upon the following terms:

### **1. SERVICE CHARACTERISTICS**

a. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ wire, and sixty hertz at nominal standard\_volts.

The **Seller** shall install or cause to be installed and prepare the facilities for the permanent service to be made available hereunder as soon as possible, but not later than

According to the foregoing description of the capacity of service, it is hereby understood and agreed that the transformer to be installed by the **Seller** shall be rated at not less than

\_\_\_\_\_ kVA base rating.

b. The **Consumer** shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell electric power and energy purchased hereunder.

c. Power shall be used by the **Consumer** in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on the **Seller's** system. The **Seller** may require the **Consumer**, at the **Consumer's** expense, to install such corrective measures as will reasonably limit such fluctuations and disturbances. The **Consumer** shall at all times take and use power in such manner that the load at the point of delivery shall not cause an imbalance

between phases of more than ten (10%) percent, the Seller reserves the right to require the Consumer, at the Consumer's expense, to make the necessary changes to correct such condition. In addition to any other remedies, the Seller may have hereunder, if the Consumer does not make such changes, the Seller may, in its determination of Billing Demand, assume that the load on each phase is equal to the greatest load on any phase.

The direction of phase rotation and the continuity of all three phase voltages and currents are guarded with care by the **Seller**, but the **Seller** cannot guarantee that an accidental or temporary change of phase shall not occur; therefore, the **Consumer** shall insure motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure. The **Consumer** shall provide all motors with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on all three phases and/or internal thermal protection for the motor. Additionally, all three phase motors shall have under voltage relays connected to each phase for protection of the motor.

### 2. PAYMENT

a. The **Consumer** shall pay the **Seller** for service hereunder at the rates and upon the terms and conditions set forth in Schedule <u>LPS-1</u>, attached to and made a part of this Agreement. If required, the monthly contract minimum demand will be <u>N/A</u> kW, or as determined by the rate. Notwithstanding any provision of the schedule and irrespective of **Consumer's** requirements for, or use of, electric power and energy, the **Consumer** shall pay to the **Seller** the greater of the installed transformer capacity minimum or the contract minimum, which is

### \$\_\_\_\_\_ per month.

In addition, the **Consumer** will pay the amount of any sales, use, franchise or utility taxes or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder.

b. If it is determined that a contribution in "aid-of-construction" is required, the **Consumer** shall pay to the **Seller** the sum of \$\_\_\_\_\_\_ as an "aid-of-construction" on account of the cost of facilities required to make service available to the **Consumer**. This contribution is

required before commencement of construction of such facilities. No refund shall be made to the **Consumer** of any portion of the contribution in "aid-of-construction".

c. The initial billing period shall start when **Consumer** begins using electric power and energy or 60 days after the **Seller** notifies the **Consumer** in writing that service is available hereunder, whichever should occur first.

d. Bills due hereunder shall be paid at the office of the **Seller** in **Ridgeland**, State of **S.C**. If the **Consumer** shall fail to make any such payment within fifteen (15) days after such payment is due, the **Seller** may discontinue service to the **Consumer** in accordance to the policy provisions of the **Seller**.

e. The **Consumer** agrees that if, at any time, the rate under which the **Seller** purchases electric service at wholesale is modified, the **Seller** may make a corresponding modification in the rate for service hereunder.

### **3. MEMBERSHIP**

a. The **Consumer** shall become a member of the **Seller**, shall pay the membership fee, any deposit or other security required by the **Seller**, and be bound by such rules and regulations as may from time to time be adopted by the **Seller**.

b. The parties acknowledge that, while the **Seller** is required by statute and by its bylaws to operate as a non-profit corporation, the **Seller** is required by statute and by its first mortgage to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations, but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve; and that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual cost of service rendered hereunder and for an appropriate share of the outstanding obligations of the **Seller**. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the **Seller** be prevented from so doing by any law or regulation or any authority or agency having jurisdiction

in the premises, the Seller at the end of each fiscal year will assign to the **Consumer** its share of capital, if any. The **Seller** will, within a reasonable time after the close of the fiscal year, notify the **Consumer** of the amount of capital assigned.

### 4. CONTINUITY OF SERVICE

Notwithstanding anything herein to the contrary, the **Seller** shall not be liable for damages to the **Consumer** occasioned by reductions, curtailments or interruptions of service or for failure to commence delivery as a result of "force majeure". In the event that the **Seller** shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, this Agreement shall not be terminated, but the obligations of the **Seller**, so far, but only so far, as they are affected by such majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and the **Seller** shall remedy such inability with all reasonable dispatch.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakdown or failure of machinery, equipment or facilities, actions or orders of any governmental authority or court having jurisdiction in the premises and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Seller and which by the exercise of reasonable diligence, the Seller is unable to prevent or overcome; such term likewise includes: (a) in those instances where the Seller or the Seller's wholesale supplier is required to obtain rights, easements or permits to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller wholesale supplier to acquire, or the delays on the part of the Seller or the Seller's wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such rights, easements or permits; (b) in those instances where the Seller or the Seller's wholesale supplier is required to obtain materials and supplies for the purpose of constructing or maintaining facilities to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller's wholesale supplier to acquire, or the delays on the part of the Seller or the Seller's wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies; and those instances where construction, change-over, inspection, repair or maintenance of the electrical facilities of the **Seller** or the facilities of any other electrical supplier from or through which the **Seller** acquires any power to be furnished to the **Consumer** hereunder are necessary in the judgment of the party so performing the work. The settlement of strikes or labor disturbances involving the **Seller** or the **Seller** or the **Seller** and any requirement that force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the **Seller's** wholesale supplier.

### 5. VOLUNTARY LOAD MANAGEMENT, SCHEDULE LPS-2 - CONSUMER ACKNOWLEDGEMENT

If the **Consumer** participates in the voluntary load management activities offered by **Seller** and **Seller**'s wholesale power supplier, Central Electric Power Cooperative, Inc. ("Central"), **Consumer** acknowledges and agrees to the terms and conditions of **Seller**'s voluntary load management program as set forth in this Section and the attached Rate Schedule LPS-II.

Seller may employ, from time to time, load management measures for its own benefit and for the benefit of the electric cooperatives (or groups of electric cooperatives) served by Central. As a Member of Seller, Consumer may enjoy the benefits, if any, of voluntary load management activities; but Consumer acknowledges and agrees that Seller's (and Central's) load management strategy may not be designed or operated so as to provide specific economic benefits to Consumer.

If **Consumer** sees fit to maintain or modify its electrical usage in response to notification (or lack of notification) of load management measure(s), it does so at its own risk and subject to the limitation of liability in this section.

If **Consumer** is using on-site generation to manage load and using system data provided by **Seller** or Central, **Consumer** may voluntarily participate in the load management program only upon the following terms and conditions: a. **Consumer** agrees to own or lease the generator and provide for the operation and maintenance of the generator. **Consumer** agrees to assume the risk for property damage, personal injury, or economic loss arising from operation or maintenance of the generator. **Consumer** assumes responsibility for insuring that any individual involved with the operation or maintenance of generator and associated equipment is fully aware of and will comply with all NEC, OSHA, DHEC, EPA, national, state and local codes, including but not limited to insuring that the generator cannot be remotely operated during any period of maintenance, inspection, etc. If the **Consumer** syncs or interconnects their generator to **Seller's** grid, **Consumer** shall sign a separate Interconnection Agreement with **Seller**.

b. Seller may provide a load management switch that the Consumer will install as either an audio/visual notification or direct generator control. The switch will receive a remote signal from Central. The remote signal will indicate when the affected generator should be operated or will cause the generator to operate and produce power or to cease operating, as the case may be. The remote signal is intended to be provided during expected system peak periods. Consumer agrees not to take any action which would compromise the remote signal or otherwise operate the generator unless normal power delivery is interrupted.

c. **Consumer** agrees and understands that participation in the program does not indicate or guarantee a particular result including cost savings for electric service.

d. **Consumer** acknowledges that **Seller**, or Central, may discontinue providing load the management switch or signal at any time without notice.

e. Seller is not a manufacturer of the switch and does not warrant its operation.

f. **Consumer** is participating in the load management activities in its sole judgment and at its own risk and agrees that neither **Seller** nor Central shall be liable to the **Consumer** for costs or damages of any kind occasioned by providing or not providing a remote signal, whether timely or untimely, or failure of a switch to perform properly.

This Acknowledgement constitutes the complete understanding of the parties with respect to voluntary load management activities and may only be modified in writing with the acknowledgment of both Consumer and Seller.

### 6. INDEMNIFICATION

**Consumer** agrees to and shall defend, indemnify and hold harmless the **Seller**, **Seller**'s wholesale power supplier, any affiliated companies, officers, directors, associates, employees, members, from and against all claims, damages, expenses, including reasonable attorney's fees and costs, losses, causes of actions or suits which arise out of or relate to this agreement and are caused solely by the negligent act or omission, willful misconduct, other fault of any nature of the indemnifying **Consumer**, its employees, associated companies, agents, or subcontractors.

### 7. RIGHT OF ACCESS

Duly authorized representatives of the **Seller** shall be permitted to enter the **Consumer's** premises at all reasonable times in order to carry out the provisions hereof.

### 8. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until <u>five (5)</u> years following the start of the initial billing period and will be renewed automatically thereafter on an annual basis until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms hereof, the **Consumer** shall pay to the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement.

If a contract minimum is required, it shall remain in effect until <u>five (5)</u> years following the start of the initial period until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms thereof, the **Consumer** shall pay the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement. After the contract minimum has been fulfilled, the regular minimum and tariff of the rate schedule and terms of this Agreement will apply.

### 9. SUCCESSION AND APPROVAL

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

### **10. GOVERNANCE**

This Agreement shall be governed by the laws of the State of South Carolina.

### 11. CAPTIONS

The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

### **12. NONWAIVER**

The failure of any party hereto to enforce at any time any of the provisions or terms of this Contract shall not be construed to be a waiver of such provision or term, nor of the right of any party thereafter to enforce such term or provision.

### **13.** ADDRESSES FOR NOTICE

Any notices required pertaining to this agreement will be delivered to the following address:

### Seller's Address:

Palmetto Electric Cooperative, Inc. P. O. Box 820 4063 Grays Highway Ridgeland, SC 29936-0820

### **Consumer's Address:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the day and year first above written and by their signatures, they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

# SIGNED, SEALED AND DELIVERED CONSUMER IN THE PRESENCE OF:

(Witness #1 Signature)	_	(Consumer's Signature)
Print Name:	By:	(Print Consumer's Name)
(Witness #2 Signature)	Its:	
Print Name:	Date:	
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SELL	ER
(Witness #1 Signature)	—	(Seller's Signature)
Print Name:	By:	Wilson D. Saleeby
		(Print Seller's Name)
#2 Signature)	Its:	V.P., Engineering & Operations (Witness
Print Name:	Date:	

### PALMETTO ELECTRIC COOPERATIVE, INC. AGREEMENT FOR OUTDOOR LIGHTING SERVICE

- This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_
   \_\_\_\_, by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "PALMETTO", and, hereinafter referred to as "MEMBER". This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, successors and assigns of both parties.
- 2. NOW, THEREFORE, for and in consideration of the sum of One and 00/100th (\$1.00) Dollar, each to the other paid, the sufficiency and receipt of which are hereby acknowledged, and the other rights, duties and obligations as imposed upon the parties and set out below, the parties agree as follows:
- 3. The **MEMBER** desires that **PALMETTO** install dusk to dawn outdoor lighting for a certain tract or tracts of land described below:

### (INSERT DESCRIPTION)

4. The **MEMBER** agrees to pay **PALMETTO** for service hereunder and for the following number, type, size and present monthly charges as shown (see attachment for exact fixture and pole specifications); and in accordance with the terms and conditions of **PALMETTO's** Outdoor Lighting Schedule and standard electric service payment requirements.

QUANTITY	TYPE & SIZE	RATE PER UNIT	LIGHT ID NUMBER	MONTHLY CHARGE
	MEMBER AGREES TO PA	Y MONTHLY	CHARGE OF	

(Plus applicable sales, use, franchise or utility taxes and/or fees.)

### THE PROMISES OF MEMBER

- 5. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
- 6. The **MEMBER** shall provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment, including but not limited to any necessary access easements, free and clear of liens and other encumbrances. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO's** equipment for installation and maintenance purposes.
- 7. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO** except for as provided in Paragraph "20-b", and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER's** premises without prior notice for the installation, maintenance and removal of such equipment or facilities.
- 8. The **MEMBER** understands that the Agreement is contingent upon a coordinated installation sequence with respect to other site work including installation of water lines, sewer lines, storm drains, paving, irrigation, landscaping, etc. In the event that impeding site work precedes the electrical distribution and outdoor lighting system and necessary electrical conduits have not been installed, or have not been installed properly, an additional charge, based upon the cost of the additional work may be charged to the **MEMBER**. Any contribution-in-aid of construction required by **PALMETTO** for such unusual conditions (road bores, parking lot bores, hand digging, remove and replace existing landscaping, etc.) will be determined by a **PALMETTO** representative and shall be paid in full by **MEMBER** in advance of actual installation.
- 9. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of actual cost, both labor and materials. This charge is to be paid before commencement of the relocation.
- 10. If any portion of the lighting system is disconnected due to non-payment, **MEMBER** shall be required to pay actual labor cost of disconnecting and reconnecting, in addition to any delinquent payments and possibly a deposit, prior to reconnection of lighting system.
- 11. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
- 12. The **MEMBER** shall be required to reimburse **PALMETTO** for the costs of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and permanently remove the lighting system.

- 13. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
- 14. The **MEMBER** may, when approved in writing in advance by **PALMETTO** and attached to this Agreement and made a part thereof, make attachments or modifications to the pole. If the **MEMBER** makes attachments or modifications to the pole, the **MEMBER** will be responsible for actual costs of labor and materials for said attachments or modifications. If these attachments or modifications cause the pole or any part of the lighting system to fail prematurely, **PALMETTO** may require the **MEMBER** to reimburse **PALMETTO** for the cost of the work which is required to replace or repair the affected parts. **PALMETTO** will not be responsible for maintenance or replacement of any attachments or modifications to the pole. Unapproved attachments may be removed by **PALMETTO** without penalty and discarded without notice.
- 15. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities' property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and from all Acts of God.
- 16. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system including its lumen output and color temperature, so long as the light continues to provide the same or similar function.
- 17. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of **MEMBER** shall be required to fulfill any remaining term of Agreement.

### THE PROMISES OF PALMETTO

- 18. Subject to the above stipulations, **PALMETTO** will furnish, install, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electric meter.
- 19. **PALMETTO** will repair or replace a failed light at no additional cost to the **MEMBER** as soon as practical after notification to **PALMETTO** by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

20. The lighting system shall remain the property of **PALMETTO**, regardless of whether the **MEMBER** has made a contribution-in-aid of construction, unless otherwise provided as in Paragraph "21-b".

### **GENERAL**

- 21. This Agreement shall be for a minimum initial term of <u>Fifteen (15)</u> years from the commencement of service of each individual light and shall be automatically extended for successive one-year terms, unless the **MEMBER** should give a minimum of one year's written notice to **PALMETTO** that the **MEMBER** elects not to renew. **PALMETTO** may terminate this Agreement should **PALMETTO** cease to do business as a provider of outdoor lighting services and given 1 year's written notice to **MEMBER**. Additionally, **PALMETTO** may terminate this contract should **MEMBER** fail to pay the monthly charges as required per this Agreement or upon any other breach of this Agreement by the **MEMBER**. If the **MEMBER** terminates or defaults on payment during the initial Term or any extension thereof, the **MEMBER** shall agree to one of the following provisions:
  - a) The **MEMBER** pays **PALMETTO** the total amount of charges which would be payable to **PALMETTO** during the remaining term of this Agreement in one lump sum payment. Under this provision, all wiring, poles, lighting system, fixtures, and other miscellaneous equipment installed by **PALMETTO** will remain the property of **PALMETTO** and **PALMETTO** may remove the lighting system. **PALMETTO** may also abandon some of the underground facilities (cable, conduit, etc.) in place.

### OR

- b) The MEMBER pays to PALMETTO the depreciated in-place value of the entire lighting system as determined by PALMETTO. Under this provision, the entirety of the lighting system in its existing as-is condition to including all wiring, poles, and fixtures shall become the property of the MEMBER; however, the MEMBER will have to make provisions to purchase energy from PALMETTO at metering locations designated by PALMETTO and which pass inspection by the local inspecting Authority Having Jurisdiction. The MEMBER shall pay all costs associated and bear full responsibility for establishing these new metered services in accordance with PALMETTO's commercial service policies as well as all applicable Federal, State and Local electrical codes.
- 22. This Agreement shall be governed by the laws of the State of South Carolina.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the date and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

(Witness)	By:	
(witness)		
		(Print Signatory Name)
	Title:	
(Witness)		
		"MEMBER"
	_	
(Witness)	By:	
(withess)		
		(Print Signatory Name)
	Title:	
(Witness)		

### ATTACHMENT

Agreement Number: Expiration Date: This attachment to the Agreement covers the following account and their specific locations. Account Name: Billing Address: Member Separator:

#	LOCATION NUMBER	TRANSFORMER STATION	POLE NUMBER	SERVICE TYPE	LIGHT ID NUMBER
1	NOWIDER	STATION		TIL	NOWIDER
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
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# TAB GAGREEMENT FOR UNDERGROUND ELECTRIC<br/>COMMERCIAL SERVICE

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as PALMETTO, and \_\_\_\_\_\_, hereinafter

### referred to as **OWNER-DEVELOPER**.

NOW, THEREFORE, for and in consideration of the sum of Five and 00/100ths (\$5.00) Dollars, each to the other paid, the sufficiency and receipt of which are hereby acknowledged, and the other rights, duties and obligations as imposed upon the parties and set out below, the parties agree as follows:

### **RECITALS**

1. The **OWNER-DEVELOPER** is the owner of a certain tract or tracts of land which it intends to improve and develop primarily as a commercial subdivision ("the subdivision"), described as follows:

2. **PALMETTO** is legally entitled to provide retail electric service within the subdivision.

3. Many commercial lot buyers prefer underground electric service facilities to **PALMETTO's** standard overhead service facilities and installation of such underground facilities in the subdivision will likely enhance its marketability.

4. The **OWNER-DEVELOPER** desires that **PALMETTO** install underground electrical service in its subdivision.

5. Underground electric service facilities are substantially more costly to install than standard overhead facilities, and **PALMETTO** is entitled to collect an aid-to-construction charge for installing underground facilities.

6. The furnishing of customers' electrical requirements for a "qualified building" by **PALMETTO** results in operational and financial efficiencies which reduce the overall cost of service to **PALMETTO** and its members. A "qualified building" is defined for the purposes of this Agreement as a building, commercial or residential utilizing **PALMETTO**'s electricity as the sole purchased source for all space heating and air conditioning, water heating, and clothes drying, as well as illumination and all other energy needs (excluding commercial cooking).

7. **PALMETTO** is willing to install underground electric service facilities in the subdivision and to waive to the **OWNER-DEVELOPER**, on a parcel by parcel basis, its usual aid-to-construction charge for such installation according to the terms of this Agreement in the expectation that the furnishing of owners' and tenants' requirements for "qualified buildings" in the subdivision will enable **PALMETTO** to recover its investment in such facilities which the developer recognizes as a long term investment.

### PROMISES OF THE OWNER-DEVELOPER

8. The **OWNER-DEVELOPER** hereby acknowledges the receipt of a copy of **PALMETTO's OWNER-DEVELOPER'S** INFORMATION PACKAGE, and agrees to abide by **PALMETTO's** polices and guidelines included thereto and which may be amended from time to time.

9. The **OWNER-DEVELOPER** agrees to abide by all requirements of **PALMETTO**'s standard policies for commercial developments, as they may be amended from time to time, except to the extent modified herein.

10. **OWNER-DEVELOPER** warrants that it has, or will acquire prior to the installation of underground electrical facilities by **PALMETTO**, marketable fee simple title to the tract or tracts constituting the subdivision.

11. The **OWNER-DEVELOPER** agrees to provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment,

including but not limited to any necessary access easements, free and clear of liens and other encumbrances. The **OWNER-DEVELOPER** will not grant easements to other utilities or persons which might interfere with the operation and maintenance of **PALMETTO**'s electric facilities or any way endanger **PALMETTO** or any other person on account of the location of any other easement.

12. The **OWNER-DEVELOPER** agrees to submit to **PALMETTO** a full and complete set of development plans for the proposed subdivision, so as to allow **PALMETTO** to properly install the desired electrical system.

13. The **OWNER-DEVELOPER** agrees to inform **PALMETTO** immediately in writing of any and all changes from the master plan which is submitted to **PALMETTO** and will pay any additional direct costs occasioned by the change or changes.

14. The **OWNER-DEVELOPER** further agrees that it will reimburse **PALMETTO** for any and all direct costs associated with the **OWNER-DEVELOPER**'s failure to carry out its duties as outlined in this Agreement.

15. The **OWNER-DEVELOPER** agrees that it is its responsibility to coordinate closely with **PALMETTO** on any changes or future development plans and projects which will require large quantities of underground cable, transformers or other items which have a lengthy manufacturing lead time. **PALMETTO** will, upon request, advise **OWNER-DEVELOPER** of the appropriate amount of time required for the ordering of the material outlined above.

16. The **OWNER-DEVELOPER** agrees to abide by Policy 0-19 included in the **OWNER-DEVELOPER**'s Manual. The **OWNER-DEVELOPER** must consult with **PALMETTO** on all motors, standby power, generator, welder and any other special loads prior to installation. All motors must have the necessary overload, short circuit, and voltage protective devices as outlined in the policy and required by the latest edition of the National Electrical Code (NEC).

17. The **OWNER-DEVELOPER** understands that this Agreement is contingent upon a coordinated installation sequence of other infrastructure, including water, sewer, storm drains, paving, final grade, driveways, buildings/housing and landscaping. In the event this infrastructure precedes the electrical distribution system, the **OWNER-DEVELOPER** will be required to install the necessary electrical conduits at the **OWNER-DEVELOPER**'s expense. If the **OWNER-DEVELOPER** chooses not to install the necessary electrical conduits, an additional charge, based upon the actual cost of the additional work, will be charged to the **OWNER-DEVELOPER** and will be paid by the **OWNER-DEVELOPER** prior to the work being done by **PALMETTO**.

18. The **OWNER-DEVELOPER** will pay the entire cost of the installation and removal of any temporary overhead or underground lines required to provide electricity to any building, dwelling, or other structure prior to the coordinated installation of **PALMETTO's** permanent facilities.

19. The **OWNER-DEVELOPER** agrees to use and continue to use during the construction period electricity furnished by **PALMETTO** as its only source for the construction of dwellings and buildings in the subdivision, for all street (outdoor) lighting and other illumination, for the operation of all equipment belonging to the **OWNER-DEVELOPER** and for use in all structures belonging to the **OWNER-DEVELOPER** that may be erected or placed within the boundary of the property described in Section 1 during the development of said property by the current or any successor **OWNER-DEVELOPER** (provided that portable generators and the heating of temporary facilities by means other than electricity is permitted).

20. The **OWNER-DEVELOPER** agrees to locate all single or three-phase primary high voltage electric service points within 200 feet of existing or planned installation of electrical facilities. If the request for service is located beyond 200 feet or is a Special Grade of Service as specified in **PALMETTO**'s policies, the **OWNER-DEVELOPER** will pay the cost difference between overhead and underground facilities as specified in **PALMETTO**'s standard underground policies.

21. At the time the building on each parcel of the subdivision is substantially completed and ready for sale, the **OWNER-DEVELOPER** will pay to **PALMETTO** the sum of \_\_\_\_\_\_\_ and No/100 (\$\_\_\_\_\_\_) Dollars per parcel in partial consideration of the installation of underground electric facilities in the subdivision, unless payment is waived in accordance with Paragraph 24 below. In the event this amount is not paid when due the **OWNER-DEVELOPER** will pay interest on such amount at the rate of ten (10%) percent per annum until paid, plus **PALMETTO**'s attorney's fees and costs of collection.

#### PROMISES OF PALMETTO

22. **PALMETTO** will install underground and overhead electrical facilities in the subdivision as outlined on the attached drawing, located on the easements granted it by the **OWNER-DEVELOPER** and sufficient to serve a building on each parcel in the subdivision.

23. **PALMETTO** will connect each building within the subdivision by an underground service connection in accordance with **PALMETTO**'s standard underground policies.

24. **PALMETTO** agrees to waive a portion of its usual aid-to-construction charge for the cost difference between standard overhead line costs and the requested underground line costs in accordance with the following terms and conditions:

(a) With respect to each and every parcel in the subdivision upon which is constructed a "qualified building" as defined in this Agreement, PALMETTO will conditionally waive a portion in the sum of \_\_\_\_\_\_ and No/100 (\$\_\_\_\_\_) Dollars per parcel of the "aid-to-construction" charge referred to in Section 21 above. The charges described in Sections 13, 14, 17, 18 and 20 are not eligible for waiver.

(b) If any building on a parcel with respect to which **PALMETTO** has conditionally waived its aid-to-construction charge fails to remain continuously equipped and operated as a "qualified building" as defined in this Agreement for a period of at least three (3) years from the date of initial occupancy, then the **OWNER-DEVELOPER** shall, immediately upon the failure of the building to remain continuously equipped and operated as a "qualified building" owe and pay to **PALMETTO** the per parcel amount specified in Section 24(a) above.

#### **GENERAL**

25. This Agreement shall be governed by the laws of the State of South Carolina.

26. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties; provided, however, purchasers of individual parcels in the subdivision shall not be considered "assigns" of the **OWNER-DEVELOPER** for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

# SIGNED, SEALED AND DELIVERED OWNER-DEVELOPER IN THE PRESENCE OF:

(Witness #1 Signature)

Print Name: \_\_\_\_\_

# (OWNER-DEVELOPER Signature)

By: (L.S.) (Print Owner/Developer Name)

Its: \_\_\_\_\_

(Witness #2 Signature)

Print Name: \_\_\_\_\_

Date:\_\_\_\_\_

SIGNED, SEALED AND DELIVERED PALMETTO IN THE PRESENCE OF:

(Witness #1 Signature)

Print Name: \_\_\_\_\_

(PALMETTO Signature)

By: <u>Wilson D. Saleeby</u> (L.S.) (Print PALMETTO's Name)

Its: V.P., Engineering & Operations

Date:\_\_\_\_\_

(Witness #2 Signature) Print Name: \_\_\_\_\_

# TAB HAGREEMENT FOR UNDERGROUNDELECTRIC RESIDENTIAL SERVICE

This Agreement is entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_ by and between PALMETTO ELECTRIC COOPERATIVE, INC., hereinafter referred to as PALMETTO, and \_\_\_\_\_\_ hereinafter referred to as OWNER-DEVELOPER.

NOW, THEREFORE, for and in consideration of the sum of Five and 00/100ths (\$5.00) Dollars, each to the other paid, the sufficiency and receipt of which are hereby acknowledged, and the other rights, duties and obligations as imposed upon the parties and set out below, the parties agree as follows:

#### <u>RECITALS</u>

1. The **OWNER-DEVELOPER** is the owner of a certain tract or tracts of land which it intends to improve and develop primarily as a residential subdivision ("the subdivision"), described as follows:

#### (INSERT DESCRIPTION)

2. **PALMETTO** is legally entitled to provide retail electric service within the subdivision.

3. Many home buyers prefer underground electric service facilities to **PALMETTO's** standard overhead service facilities and installation of such underground facilities in the subdivision will likely enhance its marketability.

4. The **OWNER-DEVELOPER** desires that **PALMETTO** install underground electrical service in its subdivision.

5. Underground electric service facilities are substantially more costly to install than standard overhead facilities, and **PALMETTO** is entitled to collect an aid-to-construction charge for installing underground facilities.

6. The furnishing of customers' electrical requirements for a "qualified building" by **PALMETTO** results in operational and financial efficiencies which reduce the overall cost of service to **PALMETTO** and its members. A "qualified building" is defined for the purposes of this Agreement as a residence or other building utilizing **PALMETTO**'s electricity as the sole purchased source for all space heating and air conditioning, water heating and clothes drying, as well as illumination.

7. **PALMETTO** is willing to install underground electric service facilities in the subdivision and to waive to the **OWNER-DEVELOPER**, on a lot by lot basis, its usual aid-to-construction charge for such installation according to the terms of this Agreement in the expectation that the furnishing of owners' and tenants' requirements for "qualified buildings" in the subdivision will enable **PALMETTO** to recover its investment in such facilities.

#### PROMISES OF THE OWNER-DEVELOPER

8. The **OWNER-DEVELOPER** hereby acknowledges the receipt of a copy of **PALMETTO's OWNER-DEVELOPER'S** INFORMATION PACKAGE, and agrees to abide by **PALMETTO's** policies and guidelines included thereto and which may be amended from time to time.

9. The **OWNER-DEVELOPER** agrees to abide by all requirements of **PALMETTO**'s standard policies for subdivisions, as they may be amended from time to time, except to the extent modified herein.

10. **OWNER-DEVELOPER** warrants that it has, or will acquire prior to the installation of underground electrical facilities by **PALMETTO**, marketable fee simple title to the tract or tracts constituting the subdivision.

11. The **OWNER-DEVELOPER** agrees to provide free of charge to **PALMETTO** any and all written easements necessary to construct and maintain its facilities and equipment, including but not limited to any necessary access easements, free and clear of liens and other encumbrances. The **OWNER-DEVELOPER** will not grant easements to other utilities or persons which might interfere with the operation and maintenance of **PALMETTO**'s electric facilities or any way endanger **PALMETTO** or any other person on account of the location of any other easement.

12. The **OWNER-DEVELOPER** agrees to submit to **PALMETTO** a full and complete set of development plans for the proposed subdivision, so as to allow **PALMETTO** to properly install the desired electrical system.

13. The **OWNER-DEVELOPER** agrees to inform **PALMETTO** immediately in writing of any and all changes from the master plan which is submitted to **PALMETTO** and will pay any additional direct costs occasioned by the change or changes.

14. The **OWNER-DEVELOPER** further agrees that it will reimburse **PALMETTO** for any and all direct costs associated with the **OWNER-DEVELOPER**'s failure to carry out its duties as outlined in this Agreement.

15. The **OWNER-DEVELOPER** agrees that it is its responsibility to coordinate closely with **PALMETTO** on any changes or future development plans and projects which will require large quantities of underground cable, transformers or other items which have a lengthy manufacturing lead time. **PALMETTO** will, upon request, advise **OWNER-DEVELOPER** of the appropriate amount of time required for the ordering of the material outlined above.

16. The **OWNER-DEVELOPER** agrees to abide by Policy 0-19 included in the **OWNER-DEVELOPER**'s Manual. The **OWNER-DEVELOPER** must consult with **PALMETTO** on all motors, standby power, generator, welder and any other special loads prior to installation. All motors must have the necessary overload, short circuit, and voltage protective devices as outlined in the policy and required by the latest edition of the National Electrical Code (NEC).

17. The **OWNER-DEVELOPER** understands that this Agreement is contingent upon a coordinated installation sequence of other infrastructure, including water, sewer, storm drains, paving, final grade, driveways, buildings/housing and landscaping. In the event this infrastructure precedes the electrical distribution system, the **OWNER-DEVELOPER** will be required to install the necessary electrical conduits at the **OWNER-DEVELOPER**'s expense. If the **OWNER-DEVELOPER** chooses not to install the necessary electrical conduits, an additional charge, based upon the actual cost of the additional work, will be charged to the **OWNER-DEVELOPER** and will be paid by the **OWNER-DEVELOPER** prior to the work being done by **PALMETTO**. 18. The **OWNER-DEVELOPER** will pay the entire cost of the installation and removal of any temporary overhead or underground lines required to provide electricity to any building, dwelling, or other structure prior to the coordinated installation of **PALMETTO's** permanent facilities.

19. The **OWNER-DEVELOPER** agrees to use and continue to use during the construction period electricity furnished by **PALMETTO** as its only source for the construction of dwellings and buildings in the subdivision, for all street (security) lighting and other illumination, for the operation of all equipment belonging to the **OWNER-DEVELOPER** and for use in all structures belonging to the **OWNER-DEVELOPER** that may be erected or placed within the boundary of the property described in Paragraph 1 during the development of said property by the current or any successor **OWNER-DEVELOPER** (provided that portable generators and the heating of temporary facilities by means other than electricity is permitted).

20. The **OWNER-DEVELOPER** agrees to locate all single or three-phase primary high voltage electric service points within 200 feet of existing or planned installation of electrical facilities. If the request for service is located beyond 200 feet or is a Special Grade of Service as specified in **PALMETTO**'s policies, the **OWNER-DEVELOPER** will pay the cost difference between overhead and underground facilities as specified in **PALMETTO**'s standard underground policies.

21. At the time the building on each lot of the subdivision is substantially completed and ready for sale, the **OWNER-DEVELOPER** will pay to **PALMETTO** the sum of \_\_\_\_\_\_\_\_(\$\_\_\_\_\_\_) Dollars per lot in partial consideration of the installation of underground electric facilities in the subdivision, unless payment is waived in accordance with Paragraph 26 below. In the event this amount is not paid when due the **OWNER-DEVELOPER** will pay interest on such amount at the rate of ten (10%) percent per annum until paid, plus **PALMETTO**'s attorney's fees and costs of collection.

22. **OWNER-DEVELOPER** agrees to participate in **PALMETTO's** H2O Select Water Heating Program and the terms thereof by installing in each and every home, built in the boundaries of the development as herewith described, a 50 gallon minimum water heater in all homes. **OWNER-DEVELOPER** agrees to allow **PALMETTO** to install a load management switch on each water heater system for a period of not less than ten (10) years from the date of

installation. This switch will be utilized by **PALMETTO** during **PALMETO's** peak control periods. **OWNER-DEVELOPER** understands the controller shall remain the property of **PALMETTO** and that **PALMETTO** shall have the right at reasonable times to inspect the system to ensure proper operation and compliance with **PALMETTO's** program. **PALMETTO** will provide the owner a five (5) year repair service in return for participating in the program.

23. The **OWNER-DEVELOPER** agrees to disclose to buyers of land, homes or buildings that the builder and potential homeowner will be required to construct and maintain a qualified building as defined in this agreement and participate in **PALMETTO's** H2O Select Program and abide by the provisions thereof.

#### PROMISES OF PALMETTO

24. **PALMETTO** will install underground primary and secondary electrical facilities in the subdivision, located on the easements granted it by the **OWNER-DEVELOPER** and sufficient to serve a building on each lot in the subdivision.

25. **PALMETTO** will connect each building within the subdivision by an underground service connection in accordance with **PALMETTO**'s standard underground policies.

26. **PALMETTO** agrees to waive its usual aid-to-construction charge for the cost difference between standard overhead costs and the requested underground costs in accordance with the following terms and conditions:

(a) With respect to each and every lot in the subdivision upon which is constructed a "qualified building" as defined in this Agreement, **PALMETTO** will conditionally waive the aid-to-construction charge referred to in Paragraph 21 above. The charges described in Paragraphs 13, 14, 17, 18 and 20 are not eligible for waiver.

(b) If any building on a lot with respect to which **PALMETTO** has conditionally waived its aid-to-construction charge fails to remain continuously equipped and operated as a "qualified building" as defined in this Agreement for a period of at least five (5) years from the date of initial occupancy, then the **OWNER-DEVELOPER** shall, immediately upon the failure of the building to remain continuously equipped and operated as a "qualified building", owe and pay to **PALMETTO** the per lot amount specified in Paragraph 21 above.

27. Contingent upon and in consideration of all units and buildings constructed by the **OWNER-DEVELOPER** the requirements of **PALMETTO's** H2O Select Program, **PALMETTO** will pay to **OWNER-DEVELOPER** \$250.00 per 50 gallon unit and \$350.00 per 80 gallon unit.

(a) In the event the terms of this Agreement are not carried out in full, OWNER-DEVELOPER does hereby agree to hold PALMETTO harmless and to reimburse PALMETTO from any and all payments, claims, expenses, charges, and/or liabilities incurred by reason of payment to OWNER-DEVELOPER of any payments made by PALMETTO under the H2O Select programs.

#### **GENERAL**

28. This Agreement shall be governed by the laws of the State of South Carolina.

29. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties; provided, however, purchasers of individual lots in the subdivision shall not be considered "assigns" of the **OWNER-DEVELOPER** for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written, and by their signatures they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

#### SIGNED, SEALED AND DELIVERED OWNER-DEVELOPER IN THE PRESENCE OF:

		(L.S.)
(Witness)	(Signature)	
(Print Name)	(Print Name)	
(Witness)	Its:	
(Print Name)	Date:	
SIGNED, SEALED AND DELIVERED INC. IN THE PRESENCE OF:	PALMETTO ELECTRIC COOPERATI	VE,
(Witness) (Print Name)	(L.S (Signature) By: <u>Wilson D. Saleeby</u> (Print Name)	5.)
(Witness)	Its: <u>V.P., Engineering &amp; Operations</u>	
(Print Name)		

TAB I

STATE OF SOUTH CAROLINA	)	
	)	EASEMENT
COUNTY OF	)	

### KNOW ALL MEN BY THESE PRESENTS that the undersigned

hereinafter ("GRANTOR"), for consideration of One (\$1.00) Dollar, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions expressed herein, do hereby grant bargain and sell and by these presents have granted, bargained and sold unto PALMETTO ELECTRIC COOPERATIVE, INC., its Successors and Assigns (hereinafter "GRANTEE") the nonexclusive right to enter the following described lands for the purpose of erecting, operating and maintaining overhead and/or underground electric and communications systems.

ALL that certain piece, parcel or lot of land described and known as:

NUMBER OF ACRES:			
TAX DISTRICT:			
PLAT & PARCEL NO.:			
AREA OF COUNTY:			
TOWN/TOWNSHIP:			
PLANTATION/SUBDIVISI	ON:		
LOCATION:			
LOT:			
PLAT REFERENCE:	Book:	Page:	
OTHER:			
-			
-			
-			

Said easement being <u>fifteen (15')</u> feet on either side of centerline of power line or <u>thirty (30')</u> feet wide.

**TOGETHER** with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining. **TO HAVE AND TO HOLD**, all and singular, the said Premises before mentioned unto the **PALMETTO ELECTRIC COOPERATIVE**, **INC.**, its Successors and Assigns forever.

AND I (WE) do hereby bind myself (ourselves) and my (our) Heirs and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said PALMETTO ELECTRIC COOPERATIVE, INC., its Successors and Assigns, against me (us) and my (our) Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The grant of this easement is subject to the following terms and conditions:

- 1. That **Grantee's** right to enter the above-described property shall be nonexclusive and solely for the purpose of, and is hereby limited to, such activities as are reasonably necessary for construction, reconstructing, operating and maintaining an overhead and/or underground electric or communications system.
- 2. That **Grantor** hereby reserves the right to use or convey the property which is subject of this Easement in any manner whosoever which does not interfere with the use and enjoyment of the Easement.
- 3. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
- 4. That landscaping shall not be planted within ten (10') feet of any door or opening of electrical distribution equipment, or within the boundaries of the basic easement. If landscaping is planted in violation of this provision, Grantee shall have the right to remove such landscaping and shall have no obligation to replant such landscaping.

WITNESS my (our) Hand(s) and Seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord Two Thousand .

# SIGNED, SEALED AND DELIVERED **IN THE PRESENCE OF:**

(Witness #1 Signature)

Print Name:

By: (L.S. (Print Grantor's Name)

(Witness #2 Signature)

Print Name: \_\_\_\_\_

Its:

#### STATE OF SOUTH CAROLINA ) PROBATE ) COUNTY OF \_\_\_\_\_ )

PERSONALLY, appeared before me the undersigned witness and made oath that he/she saw the within named Grantor sign, seal, and as his/her act and deed, deliver the within written Easement, and that he/she with the other witness whose signature appears above witnessed the execution thereof.

(Witness #1 or #2)

SWORN to before me, this \_\_\_\_\_\_, A.D., 20\_\_\_\_\_

\_\_\_\_\_(SEAL)
Notary Public for \_\_\_\_\_\_
My Commission Expires: \_\_\_\_\_

Location Number: \_\_\_\_\_\_ Expiration Date: \_\_\_\_\_\_

# <u>AGREEMENT</u> <u>FOR</u> <u>RESIDENTIAL LIGHTING SERVICE</u> (3 YEAR MINIMUM INITIAL TERM)

This Agreement is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_ by and between Palmetto Electric Cooperative, Inc., hereinafter referred to as "PALMETTO", and hereinafter referred to as "MEMBER".

The **MEMBER** desires that **PALMETTO** install dusk to dawn residential lighting on property owned by **MEMBER**. The **MEMBER** agrees to pay **PALMETTO** for said light(s) and pole(s) and in accordance with the terms and conditions of **PALMETTO's** Outdoor Lighting Schedule and standard electric service payment requirements.

Quantity	TYPE & SIZE	RATE PER UNIT	Light ID NUMBER	MONTHLY CHARGE
MEMBER AGREES TO PAY MONTHLY CHARGE OF				

(Plus applicable sales, use, franchise or utility taxes and/or fees.)

# THE PROMISES OF MEMBER

- 1. **MEMBER** agrees that from time to time **PALMETTO** may adjust the rates charged hereunder to account for actual changes (increases or decreases) in costs incurred by **PALMETTO** for supplying electrical power and/or service under this Agreement.
- 2. The equipment and facilities installed by **PALMETTO** shall remain the property of **PALMETTO**, and the **MEMBER** hereby grants to **PALMETTO** the right to enter upon the **MEMBER**'s premises without prior notice for the installation, maintenance and removal of such equipment or facilities. Outdoor Lighting service shall be provided only at locations which are readily accessible to **PALMETTO**'s equipment for installation and maintenance purposes.
- 3. If the **MEMBER** desires relocation of a light, a relocation charge will be billed to the **MEMBER** for the amount of all cost, both labor and materials. This charge shall be paid before the commencement of the relocation.

- 4. The **MEMBER** agrees to allow **PALMETTO** and its authorized representatives to trim trees and shrubs as necessary for the installation, maintenance or removal of the lighting equipment, however, **PALMETTO** is not responsible for the trimming of trees which block or impede the light source.
- 5. It is the responsibility of the **MEMBER** to notify **PALMETTO** of any failed or malfunctioning light(s) in need of repair or replacement.
- 6. The **MEMBER** shall be required to reimburse **PALMETTO** for the cost of any maintenance work which is required due to negligence or vandalism. If vandalism persists, **PALMETTO** reserves the right to terminate the agreement and remove the outdoor light(s).
- 7. Due to changes over time in available product offerings, **PALMETTO** may, from time to time, change, alter, or adjust the appearance of any portion of the lighting system, so long as the light continues to provide the same or similar function.
- 8. The **MEMBER** shall defend, indemnify, and hold harmless **PALMETTO** from all claims, losses, liabilities, and expenses for personal loss, injury or death to persons and loss, damage to or destruction of **PALMETTO** or any other persons or entities property arising out of any work or modifications by the **MEMBER** to **PALMETTO's** lighting system and all Acts of God.

# THE PROMISES OF PALMETTO

- 9. **PALMETTO** will furnish, install, own, operate and maintain the lighting system, including lamp, luminaire, bracket attachment, control device, poles and necessary wiring, electrically connected so that the power for operation of the light does not pass through the **MEMBER's** electricity meter.
- 10. **PALMETTO** will repair or replace a failed light at no additional cost to the customer as soon as practical after notification by the **MEMBER** of the failed light with specific location or unique light ID number. Light repairs will take place during **PALMETTO's** normal business hours.

# **GENERAL**

11. This Agreement shall be for a minimum initial term of three (3) years from the commencement of service of each individual light. If the **MEMBER** desires to terminate this agreement before the 3 year term has expired, the **MEMBER** may be charged for the prorated amount of future revenue, less fuel costs. This charge may be applied against the **MEMBER's** electric utility bill.

- 12. **MEMBER** agrees to disclose this Agreement and all requirements herein to any and all successors, heirs and assigns, including the monthly payment obligations and remaining term. All successors, heirs and assigns of MEMBER shall be required to fulfill any remaining term of Agreement.
- 13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon the heirs, executors and assigns of both parties.

Member

Date

Palmetto Representative Date

# PALMETTO ELECTRIC COOPERATIVE, INC. AGREEMENT FOR ELECTRIC SERVICE (Equipment Upgrade or Extension)

This AGREEMENT made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_ between
PALMETTO ELECTRIC COOPERATIVE, INC. (hereinafter called the "Seller"), and
\_\_\_\_\_\_\_ (hereinafter called the "Consumer"). The Seller shall
make available, sell and deliver to the Consumer, and the Consumer shall purchase all of the
electric power and energy up to \_\_\_\_\_\_ Kilowatts at the following location
\_\_\_\_\_\_\_, upon the following terms:

# **1. SERVICE CHARACTERISTICS**

a. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ wire, and sixty hertz at nominal standard\_volts.

The **Seller** shall install or cause to be installed and prepare the facilities for the permanent service to be made available hereunder as soon as possible, but not later than

According to the foregoing description of the capacity of service, it is hereby understood and agreed that the transformer to be installed by the **Seller** shall be rated at not less than

\_\_\_\_\_ kVA base rating.

b. The **Consumer** shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of purchased power and shall not sell electric power and energy purchased hereunder.

c. Power shall be used by the **Consumer** in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on the **Seller's** system. The **Seller** may require the **Consumer**, at the **Consumer's** expense, to install such corrective measures as will reasonably limit such fluctuations and disturbances. The **Consumer** shall at all times take and use power in such manner that the load at the point of delivery shall not cause an imbalance between phases of more than ten (10%) percent, the **Seller** reserves the right to require the **Consumer**, at the **Consumer's** expense, to make the necessary changes to correct such

condition. In addition to any other remedies, the **Seller** may have hereunder, if the **Consumer** does not make such changes, the **Seller** may, in its determination of Billing Demand, assume that the load on each phase is equal to the greatest load on any phase.

The direction of phase rotation and the continuity of all three phase voltages and currents are guarded with care by the **Seller**, but the **Seller** cannot guarantee that an accidental or temporary change of phase shall not occur; therefore, the **Consumer** shall insure motors or other apparatus requiring unchanged phase rotation and continuity of three phase supply shall be equipped with suitable protection against such reversal or phase failure. The **Consumer** shall provide all motors with devices that will protect the motor against overload or short circuit. All three phase motors shall have overload devices on all three phases and/or internal thermal protection for the motor. Additionally, all three phase motors shall have under voltage relays connected to each phase for protection of the motor.

#### 2. PAYMENT

a. The **Consumer** shall pay the **Seller** for service hereunder at the rates and upon the terms and conditions set forth in Schedule \_\_\_\_\_\_, attached to and made a part of this Agreement. If required, the monthly contract minimum demand will be N/A kW, or as determined by the rate. Notwithstanding any provision of the schedule and irrespective of **Consumer's** requirements for, or use of, electric power and energy, the **Consumer** shall pay to the **Seller** the greater of the installed transformer capacity minimum or the contract minimum, which is

\$\_\_\_\_\_ per month.

In addition, the **Consumer** will pay the amount of any sales, use, franchise or utility taxes or charges now or hereafter applicable to or arising out of the service rendered or made available hereunder.

b. If it is determined that a contribution in "aid-of-construction" is required, the **Consumer** shall pay to the **Seller** the sum of **§**\_\_\_\_\_\_ as an "aid-of-construction" on account of the cost of facilities required to make service available to the **Consumer**. This contribution is required before commencement of construction of such facilities. No refund shall be made to the **Consumer** of any portion of the contribution in "aid-of-construction".

c. The initial billing period shall start when **Consumer** begins using electric power and energy or 60 days after the **Seller** notifies the **Consumer** in writing that service is available hereunder, whichever should occur first.

d. Bills due hereunder shall be paid at the office of the **Seller** in **Ridgeland**, State of **S.C**. If the **Consumer** shall fail to make any such payment within fifteen (15) days after such payment is due, the **Seller** may discontinue service to the **Consumer** in accordance to the policy provisions of the **Seller**.

e. The **Consumer** agrees that if, at any time, the rate under which the **Seller** purchases electric service at wholesale is modified, the **Seller** may make a corresponding modification in the rate for service hereunder.

#### **3. MEMBERSHIP**

a. The **Consumer** shall become a member of the **Seller**, shall pay the membership fee, any deposit or other security required by the **Seller**, and be bound by such rules and regulations as may from time to time be adopted by the **Seller**.

b. The parties acknowledge that, while the **Seller** is required by statute and by its bylaws to operate as a non-profit corporation, the **Seller** is required by statute and by its first mortgage to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations, but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve; and that the **Consumer** will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual cost of service rendered hereunder and for an appropriate share of the outstanding obligations of the **Seller**. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the **Seller** be prevented from so doing by any law or regulation or any authority or agency having jurisdiction in the premises, the Seller at the end of each fiscal year will assign to the **Consumer** its share of capital, if any. The **Seller** will, within a reasonable time after the close of the fiscal year, notify the **Consumer** of the amount of capital assigned.

#### 4. CONTINUITY OF SERVICE

Notwithstanding anything herein to the contrary, the **Seller** shall not be liable for damages to the **Consumer** occasioned by reductions, curtailments or interruptions of service or for failure to commence delivery as a result of "force majeure". In the event that the **Seller** shall be rendered unable, wholly or in part, by force majeure to carry out its obligations hereunder, this Agreement shall not be terminated, but the obligations of the **Seller**, so far, but only so far, as they are affected by such majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and the **Seller** shall remedy such inability with all reasonable dispatch.

The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakdown or failure of machinery, equipment or facilities, actions or orders of any governmental authority or court having jurisdiction in the premises and any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the Seller and which by the exercise of reasonable diligence, the Seller is unable to prevent or overcome; such term likewise includes: (a) in those instances where the Seller or the Seller's wholesale supplier is required to obtain rights, easements or permits to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller wholesale supplier to acquire, or the delays on the part of the Seller or the Seller's wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such rights, easements or permits; (b) in those instances where the Seller or the Seller's wholesale supplier is required to obtain materials and supplies for the purpose of constructing or maintaining facilities to enable the Seller to fulfill its obligations, the inability of the Seller or the Seller's wholesale supplier to acquire, or the delays on the part of the Seller or the Seller's wholesale supplier in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies; and those instances where construction, change-over, inspection, repair or maintenance of the electrical facilities of the Seller or the facilities of the Seller or the facilities of any other electrical supplier from or through which the Seller acquires any power to be furnished to the **Consumer** hereunder are necessary in the judgment of the party so performing the work. The settlement of strikes or labor disturbances involving the Seller or

the **Seller's** wholesale supplier shall be entirely within the discretion of the **Seller** or the **Seller's** wholesale supplier and any requirement that force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or labor disturbances by acceding to the demands of the opposing party or parties when such course is inadvisable in the discretion of the **Seller's** wholesale supplier.

# 5. VOLUNTARY LOAD MANAGEMENT, SCHEDULE LPS-2 - CONSUMER ACKNOWLEDGEMENT

If the **Consumer** participates in the voluntary load management activities offered by **Seller** and **Seller**'s wholesale power supplier, Central Electric Power Cooperative, Inc. ("Central"), **Consumer** acknowledges and agrees to the terms and conditions of **Seller**'s voluntary load management program as set forth in this Section and the attached Rate Schedule LPS-II.

Seller may employ, from time to time, load management measures for its own benefit and for the benefit of the electric cooperatives (or groups of electric cooperatives) served by Central. As a Member of Seller, Consumer may enjoy the benefits, if any, of voluntary load management activities; but Consumer acknowledges and agrees that Seller's (and Central's) load management strategy may not be designed or operated so as to provide specific economic benefits to Consumer.

If **Consumer** sees fit to maintain or modify its electrical usage in response to notification (or lack of notification) of load management measure(s), it does so at its own risk and subject to the limitation of liability in this section.

If **Consumer** is using on-site generation to manage load and using system data provided by **Seller** or Central, **Consumer** may voluntarily participate in the load management program only upon the following terms and conditions:

a. **Consumer** agrees to own or lease the generator and provide for the operation and maintenance of the generator. **Consumer** agrees to assume the risk for property damage, personal injury, or economic loss arising from operation or maintenance of the generator. **Consumer** assumes responsibility for insuring that any individual involved with the operation or maintenance of generator and associated equipment is fully aware of and will comply with all NEC, OSHA, DHEC, EPA, national, state and local codes, including but not limited to insuring

that the generator cannot be remotely operated during any period of maintenance, inspection, etc. If the **Consumer** syncs or interconnects their generator to **Seller's** grid, **Consumer** shall sign a separate Interconnection Agreement with **Seller**.

b. Seller may provide a load management switch that the Consumer will install as either an audio/visual notification or direct generator control. The switch will receive a remote signal from Central. The remote signal will indicate when the affected generator should be operated or will cause the generator to operate and produce power or to cease operating, as the case may be. The remote signal is intended to be provided during expected system peak periods. Consumer agrees not to take any action which would compromise the remote signal or otherwise operate the generator unless normal power delivery is interrupted.

c. **Consumer** agrees and understands that participation in the program does not indicate or guarantee a particular result including cost savings for electric service.

d. **Consumer** acknowledges that **Seller**, or Central, may discontinue providing load the management switch or signal at any time without notice.

e. Seller is not a manufacturer of the switch and does not warrant its operation.

f. **Consumer** is participating in the load management activities in its sole judgment and at its own risk and agrees that neither **Seller** nor Central shall be liable to the **Consumer** for costs or damages of any kind occasioned by providing or not providing a remote signal, whether timely or untimely, or failure of a switch to perform properly.

This Acknowledgement constitutes the complete understanding of the parties with respect to voluntary load management activities and may only be modified in writing with the acknowledgment of both **Consumer** and **Seller**.

#### 6. INDEMNIFICATION

**Consumer** agrees to and shall defend, indemnify and hold harmless the **Seller**, **Seller**'s wholesale power supplier, any affiliated companies, officers, directors, associates, employees, members, from and against all claims, damages, expenses, including reasonable attorney's fees and costs, losses, causes of actions or suits which arise out of or relate to this agreement and are caused solely by the negligent act or omission, willful misconduct, other fault of any nature of

the indemnifying Consumer, its employees, associated companies, agents, or subcontractors.

### 7. **RIGHT OF ACCESS**

Duly authorized representatives of the **Seller** shall be permitted to enter the **Consumer's** premises at all reasonable times in order to carry out the provisions hereof.

#### 8. TERM

This Agreement shall become effective on the date first above written and shall remain in effect until <u>five (5)</u> years following the start of the initial billing period and will be renewed automatically thereafter on an annual basis until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms hereof, the **Consumer** shall pay to the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement.

If a contract minimum is required, it shall remain in effect until <u>five (5)</u> years following the start of the initial period until terminated by either party giving to the other twelve (12) months' notice in writing. If, however, this Agreement is terminated by the **Consumer** prior to the terms thereof, the **Consumer** shall pay the **Seller** a termination charge of the monthly contract minimum shown in Section 2 and monthly demand charges, if applicable, for the remaining term of the contract. However, the **Seller** may terminate this Agreement prior to the expiration of the term hereof upon the **Consumer's** failure to make the payments required by Section 2 of this Agreement or upon any other breach of this Agreement by the **Consumer** and the **Consumer** shall pay the **Seller**, in addition to any other amounts which may be due hereunder, monthly demand charges, if applicable, and the contract minimum for the remaining term of the Agreement. After the contract minimum has been fulfilled, the regular minimum and tariff of the rate schedule and terms of this Agreement will apply.

# 9. SUCCESSION AND APPROVAL

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

#### **10. GOVERNANCE**

This Agreement shall be governed by the laws of the State of South Carolina.

#### 11. CAPTIONS

The headings in this Agreement are for the convenience of the parties hereto and shall in no way affect the construction or interpretation of this Agreement or any part hereof.

#### **12. NONWAIVER**

The failure of any party hereto to enforce at any time any of the provisions or terms of this Contract shall not be construed to be a waiver of such provision or term, nor of the right of any party thereafter to enforce such term or provision.

#### **13. ADDRESSES FOR NOTICE**

Any notices required pertaining to this agreement will be delivered to the following address:

#### Seller's Address:

Palmetto Electric Cooperative, Inc. P. O. Box 820 4063 Grays Highway Ridgeland, SC 29936-0820

#### **Consumer's Address:**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement all as of the day and year first above written and by their signatures, they warrant that the individual whose signature appears below has the authority to enter into this Agreement and to bind their respective parties.

# SIGNED, SEALED AND DELIVERED CONSUMER IN THE PRESENCE OF:

(Witness #1 Signature)	(Consumer's Signature)		
Print Name:	By:(Print Consumer's Name)		
(Witness #2 Signature)	Its:		
Print Name:	Date:		
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SELLER		
(Witness #1 Signature)	(Seller's Signature)		
Print Name:	By: <u>Wilson D. Saleeby</u> (Print Seller's Name)		
(Witness #2 Signature)	Its: <u>V.P., Engineering &amp; Operations</u>		
Print Name:	Date:		

### TAB L

# Palmetto Electric Cooperative, Inc. Standard for Interconnecting Distributed Resources Less Than 2 MVA With Cooperative's Electric Systems (CES)

### 1. Overview:

This Standard sets forth the requirements, in addition to applicable tariffs and service regulations, for parallel interconnection of Member owned small generation systems and energy storage technologies (collectively sometimes hereinafter referred to as "Distributed Resources") which are rated at less than 2 MVA.

Distributed Resources meeting the criteria and conditions included and/or referenced herein will normally be approved for interconnection except in extenuating site-specific circumstances.

# 1.1 Scope:

This Standard applies to Distributed Resources installed at existing radial fed CES distribution with a determination of minimal impact.

# 1.2 **Purpose:**

This document is developed to provide a simplified Standard for interconnecting Distributed Resources of less than 2 MW capacity.

#### 1.3 Limitations:

This Standard does not cover momentary parallel systems used for the exclusive purpose of closed transition of loads. The Standard does not cover small generators connecting to area network systems. The Standard does not cover Members served directly from area transmission facilities.

Although outside the scope of this document, generators failing to meet the requirements of this Standard may still be considered for interconnection after more detailed review specific to the proposed application and generator.

#### 1.4 Conflicts:

In case of conflict between any provision of Cooperative's service regulations and of this Standard, the provisions of the service regulations shall prevail.

# 2. <u>References:</u>

IEEE 929 – (Recommended Practice for Utility Interface of Photovoltaic (PV) Systems latest published edition)

IEEE 1547 – (Standard for Interconnecting Distributed Resources with Electric Power Systems, June 12, 2003 or latest published edition).

IEEE P1547.1 – (Standard Conformance Test Procedures for Interconnecting Distributed Energy Resources with Electric Power Systems, June 9, 2005 or latest approved edition)

IEEE P1547.2 – (Application Guide for IEEE Standard 1547, Interconnecting Distributed Resources with Electric Power Systems, 2008 or latest approved edition)

IEEE P1547.3 – (Guide for Monitoring, Information Exchange, and Control of Distributed Resources Interconnected with Electric Power Systems, 2007 or latest approved edition)

UL 1741 – (Inverters, Converters and Controllers for use in Independent Power Systems, latest published edition).

NFPA 70 – (National Electrical Code, latest published edition).

# 3. <u>Definitions:</u>

- 3.1 **CES**: Cooperative's Electric System: The electric distribution facilities of the Cooperative.
- 3.2 **Cooperative:** The electric utility providing electric service in the area and owning and operating the CES.
- 3.3 **Closed Transition of Loads:** A make-before-break load transfer scheme, in which the Generator is operated in parallel with the CES for a brief period of time, to ensure that the load is maintained while in transition from the Cooperative to the Generator or vice versa. This transition scheme includes fast transfer systems, generally less than 100 msec, and soft load systems where the parallel condition is maintained for a number of seconds.
- 3.4 **Member:** The person(s) or business that is the Cooperative's Member of record for the location where the generation will be interconnected. (This term includes non-members receiving electric service from the Cooperative that submit an Application under this Standard.)

- 3.5 **Generator:** The "generation system" and equipment to be interconnected to the CES.
- 3.6 **Isolation Device:** A manual load-break disconnect switch or safety switch with a clear visible indication of switch position between the CES and the Distributed Resource. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to Cooperative personnel. The switch must be in close proximity, and visible from, the Member's point of common coupling with the CES. The switch must be labeled "Generator Disconnect Switch". The switch may isolate the Distributed Resource system and its associated load from the CES or disconnect only the Distributed Resource from the CES.

The Cooperative shall have access to the Isolation Device at all times.

- 3.7 **Momentary Parallel Systems:** A Generator utilizing only a Closed Transition mode of operation.
- 3.8 **Point of Common Coupling:** Point of common coupling means the point in the interconnection of a Distributed Resource with an electric delivery system and shall have the same meaning as in IEEE Standard 1547.

# 4. <u>General Requirements:</u>

- 4.1 **Service Regulations and Tariff/Rate Schedule:** This Standard is governed by the Cooperative's Service Regulations and Tariff/Rate Schedules.
- 4.2 Acceptance for Interconnection: Each application and Distributed Resource is evaluated individually and accepted or denied for interconnection with the CES. Any Cooperative evaluation is from the perspective of the impact of the interconnection on the Cooperative and its system. The Member is solely responsible for ensuring the safe installation and operation of the Distributed Resource. Distributed Resource shall not be interconnected until the requirements and process described in this Standard have been satisfied.

The acceptance for interconnection is for the original applicant only. Subsequent owners or occupants of a site with an interconnected generator must submit a new Application to the Cooperative. The existing Member assumes the responsibility of ensuring a new Member is aware the new Member must re-apply and obtain the Cooperative's written acceptance, or the equipment must be removed or disabled to prevent future interconnection and/or operation. The application fee for the re-applying new Member is waived and the technical requirements may be grandfathered for subsequent owners as long as the Distributed Resource's maximum output capacity has not been changed and/or the interconnection protection system has not been modified.

- 4.3 **Waiving Requirements:** All requirements of this Standard must be met although the Cooperative may, in its sole discretion, waive all or some of the requirements of this Standard. Waivers must be issued in writing.
- 4.4 **Interconnect Cost:** The Member will bear all the cost of interconnection on the Member's side of the point of interconnection as well as necessary changes or upgrades to the CES to meet all technical and protection requirements to address any power quality, reliability or safety issues caused by the Distributed Resource operation or connection to the CES.
- 4.5 Isolating or Disconnecting the Distributed Resource: The Cooperative may isolate the Member's premises and/or Distributed Resource from CES when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of Cooperative's equipment or part of Cooperative's system; or if Cooperative determines that isolation of the Member's premises and/or Distributed Resource from CES is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices. Whenever feasible, the Cooperative shall give the Member reasonable notice of the isolation of the Member's premises and/or Distributed Resource from CES. Notwithstanding any other provision of this Standard, if at any time the Cooperative determines that either the Distributed Resource may endanger the Cooperative's personnel or other persons or property, or the continued operation of the Member's Distributed Resource may endanger the integrity or safety of the Cooperative's electric system, the Cooperative shall have the right to isolate the Member's premises and/or Distributed Resource from the CES.

The Cooperative may disconnect electric service for any Distributed Resource determined to be malfunctioning, or not in compliance with this Standard. The Member must provide proof of compliance with this Standard before the electrical service will be reconnected.

- 4.6 **Limitation of Liability:** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages of any kind.
- 4.7 **Indemnification:** The parties shall at all times indemnify, defend and save the other party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to

property, demand, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or inaction of its obligations hereunder on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.

- 4.8 Access to and Operation of the Distributed Resource: The Member shall limit access to and operation of the Distributed Resource to qualified persons and assumes the responsibility of maintaining control of the operation of the Distributed Resource.
- 4.9 **Insurance:** The Member shall obtain and retain, for as long as its Distributed Resource is interconnected with the Cooperative's system, liability insurance which protects the Member from claims for bodily injury and/or property damage. For a non-residential Member the minimum coverage shall be comprehensive general liability insurance with coverage at least \$1,000,000 per occurrence and for a residential Member the minimum coverage shall be at a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence. This insurance shall be primary for all purposes. The Member shall provide certificates evidencing this coverage as required by the Cooperative. The Cooperative reserves the right to refuse to establish or continue the interconnection of the Member's Distributed Resource with the Cooperative's system, if such insurance is not in effect.
- 4.10 **Generator Alterations:** Changes to the Generator output capacity and/or modification to the protection system required to meet this Standard are prohibited without submitting a new Application and obtaining a new acceptance from Cooperative.
- 4.11 **Discontinuing Operation:** The Member shall notify the Cooperative prior to permanently discontinuing operation of the Distributed Resource interconnected with the Cooperative.
- 4.12 **Interconnection Application Fee:** The nonrefundable interconnection application fee covers only the application process for interconnection of Distributed Resource and shall be one of the following:
  - 4.12.1. For residential service Members: \$100.00
  - 4.12.2. For non-residential service Members: \$250.00
  - 4.12.3. For non-members receiving electrical service from Cooperative: \$500.00

# 5. <u>Generator, Inverter and Protective Equipment Technical Requirements:</u>

- 5.1 **General:** The Cooperative may elect to visit the site and verify compliance with any requirement of these Standards.
- 5.2 **Required Standards:** The Member must certify that the following requirements have been met:

5.2.1. The installation of the Distributed Resource and all equipment in the system must comply with the latest published edition of IEEE 929 and IEEE 1547 as applicable.

5.2.2. Future IEEE Standards and/or Recommended Practices: Distributed Resource interconnected before IEEE standards are published may be required to comply with such standards when adopted.

5.2.3. The Member's inverter or interconnection protection system must be tested and listed for compliance with the latest published edition of Underwriters Laboratories, Inc. (UL) 1741.

5.2.4. The Distributed Resource must pass the anti-islanding test in UL 1741.

5.2.5. The Member's inverter or interconnection protection system must be manufactured after November 7, 2000.

5.2.6. Any protection settings affecting anti-islanding performance must not be adjusted after passing anti-islanding tests.

5.3 Additional PV (Photovoltaic) Systems requirements: The Member must certify that the Generator meets the following requirements:

5.3.1. The installation of the Generator and all equipment in the system comply with the latest published edition of IEEE 929.

5.3.2 The Generator is a non-islanding type as defined in IEEE 929.

5.4 **Electrical Contractors and NEC Code Inspections:** All installed wiring, protection devices, cabinets and connectors, etc. must comply with the latest published edition of the NEC as used by the local jurisdiction and all applicable local codes. An approved electrical inspection by the authority having jurisdiction is required.

5.5 **Isolation Device:** An Isolation device as defined in Section 3.6 is required. The Cooperative in its sole discretion determines if the device is suitable.

#### 6. <u>Screens and Requirements for determination of minimal impact:</u>

6.1 **CES Circuit Level Saturation:** The cumulative total of the maximum rated output of all interconnected Distributed Resources shall not exceed the limits as may be determined by the Cooperative.

#### 6.2 Limitations of CES Facilities:

- 6.2.1. **General**: The Distributed Resource shall meet each of the following requirements to qualify for interconnection and each requirement must be maintained after commissioning.
- 6.2.2. CES Capacity Limitation: The maximum rated output of the Distributed Resource or total aggregate of multiple generators shall not exceed the capacity or ratings of the CES facilities as determined by the Cooperative.
- 6.2.3. Secondary, Service and Service Entrance Limitation: The Distributed Resource capacity shall be less than the capacity of the CES owned secondary, service and service entrance cable connected to the point of common coupling. The Cooperative will make this determination after reviewing the CES installed facilities.
- 6.2.4. Transformer Loading Limitation: The Distributed Resource shall not have the ability to overload the CES transformer or any CES transformer winding beyond manufacturer or nameplate ratings.
- 6.2.5. Integration with CES Grounding: The grounding scheme of the Distributed Resource shall comply with IEEE 1547.
- 6.2.6. Balance Limitation: The Distributed Resource shall not create a voltage imbalance of more than 3% if the CES transformer, with the secondary connected to the point of common coupling, is a three-phase transformer.
- 6.2.7. Any changes or upgrades to CES to accommodate the Distributed Resource will be pursuant to Section 4.4 above.

# 7. <u>Commissioning, Maintenance and Inspections:</u>

7.1 **General:** The Member or Member's authorized representative shall perform commissioning, and maintenance as outlined in this section for all Distributed Resource equipment. All testing shall be documented, and the Cooperative shall be granted the right to audit the documentation. The Cooperative reserves the right to require and witness testing of the Member's Distributed Resource.

The Member's Distributed Resource is subject to inspection by a Cooperative representative at a mutually agreeable time, as the Cooperative deems necessary.

The Cooperative's inspection and/or witnessing the testing of the Member's equipment shall not be construed as the Cooperative warranting or implying that the Member's equipment is safe or reliable. The Cooperative shall not be liable to the Member or others as a result of inspection and witnessing of tests of the Member's Distributed Resource or equipment.

- 7.2 **Commissioning:** The manufacturer's recommended and required commissioning, installation and functional tests shall be completed, with successful results, in accordance with the manufacturer's published recommendations. Commissioning tests in IEEE 1547 shall also be completed with successful results unless these IEEE 1547 tests are duplications of the manufacturer tests. After obtaining the final electrical inspection, the Member shall invite the Cooperative to the commissioning test and perform the test at a mutually agreed date but not later than 25 days after the invitation.
- 7.3 **Maintenance and Testing:** Maintenance shall be performed in accordance with the manufacturer's published maintenance procedures. Periodic testing shall be completed with successful results in accordance with the manufacturer's published recommendations for periodic testing at, or before, the recommended testing intervals. If the manufacturer does not publish recommendations for periodic testing shall be performed that assures proper protection for the CES, at an interval not to exceed two years. All test results shall be documented and available to the Cooperative for review upon request.
- 7.4 **Failure of Test:** If a Distributed Resource fails any test, it shall be disabled, and the Isolation Device must be opened until the equipment is repaired.

# 8. <u>Procedures</u>

- 8.1 **Interconnection Request:** The Member submits to the Cooperative an "Application to Interconnect Distributed Resource" accompanied with the appropriate Interconnection Application Fee to a designated Cooperative contact or department.
- 8.2 **Queue Position:** The Cooperative considers the Application based on the date a completed Application is received by the Cooperative in reference to priority when evaluating the CES screen limits.
- 8.3 **Impact Screens:** The Cooperative accepts or rejects the Application for interconnection after reviewing the Application and performing the screens outlined in this Standard. If the Application is rejected, the Member may request the Cooperative to reconsider interconnection outside the scope of this Standard. If the application is accepted the process will continue.

It may be necessary to visit the site to gather information on the CES facilities or the Member's Distributed Resource equipment.

Upon receipt of a completed "Application to Interconnect Distributed Resource", the Cooperative will commence the Impact Screen process. The Cooperative may provide the Member with an estimate of the number of weeks needed to complete the Impact Screen process.

- 8.4 **Agreement for Interconnection:** After all previous items in the process are complete; the Cooperative will provide an agreement to the Member. Once the Member returns the executed Agreement to the Cooperative, the Cooperative will execute the Agreement and return a copy to the Member. Member shall not interconnect the Distributed Resource to CES Facilities unless an Agreement between Member and Cooperative has been executed by both parties.
- 8.5 **Installation and Inspections:** The Member installs the Distributed Resource and the Member is responsible for obtaining an approved electrical inspection from the local authority having jurisdiction for the Distributed Resource installation. The Member shall request the inspector to forward a copy of the approved inspection to the Cooperative contact processing the Distributed Resource interconnect request.
- 8.6 **CES Facilities:** At the Member's expense, the Cooperative will install or alter the CES facilities as necessary to accommodate the interconnection.

- 8.7 **Commissioning Test:** The Member performs the required commissioning test and forwards a confirmation letter to the Cooperative unless the Cooperative witnesses the test and it is successful. The Member shall invite the Cooperative to the commissioning test and perform the test at a mutually agreed date and time if the Cooperative elects to attend.
- 8.8 **Completion of Application/Expiration Process:** The application shall be valid for no less than one year once the Impact Screen process is completed.

# APPLICATION TO INTERCONNECT DISTRIBUTED RESOURCE LESS THAN 2 MVA

Member herby gives notice of intent to operate an interconnected Distributed Resource facility pursuant to the "Standard for Interconnecting Distributed Resource less than 2 MVA with Cooperative's Electric System". Permission to interconnect is not granted until an Interconnection Agreement has been completed between the Cooperative and the Member.

# **Section 1. Contact Information**

Member (Name):		E-Mail Address:		
US Mail Address:				
City:	State:	Zip Code:		
Daytime Phone Num	ıber:	Alternate Phon	e/Cell Nur	nber:
		Date:		
US Mail Address:				
City:		State:	Zip Co	de:
		Electrical / Contract		
		Cour		Phone:
Section 2. Distribut	ed Resource	e/Generator and Facility	Informat	ion
Facility Location (if	different fro	m above):		
Member's Account 1	Number:			
Member Type: Resi	dential 🗌,	Commercial , Other		
Is there an existing in	nterconnecte	d generator at this facility	? Yes 🗌	, No 🗌
Total proposed aggre	egate generat	tion output rating at this si	ite (kW): _	

Generator / Inverter	# 1	# 2	# 3
Energy Source / Type			
Manufacturer Name			
Model Name & # (Specific)			
Nameplate Rating (kW AC)			
Nominal Voltage (Volts AC)			

(Note: If more than 3 Generators / Inverters will be used, complete a separate attachment with the information above)

If a Member owned transformer will be used, specify Mfg., type and ratings:

(Attach Transformer Manufacturer Specifications)

# Section 3. Installation Information

Proposed Installation Date: \_\_\_\_\_ Proposed Interconnection Date: \_\_\_\_\_

# Section 4. Certification

The interconnection protection system is tested and listed for compliance with the latest published edition of Underwriters Laboratories (UL) 1741 including the anti-islanding test. The system (is / will) be installed in compliance with IEEE 929 and or IEEE 1547 as applicable, all manufacturer specifications, the National Electric Code and all local codes. No protection settings affecting anti-islanding have been or will be adjusted or modified.

I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true and correct and the generator will comply with the Interconnection Standard stated above.

Signature of Member
Member (Name): E-Mail Address:
US Mail Address:
City: State:Zip Code:
Date:
Note: Attach application fee and 1-line (electrical drawing of installation) with application.
Submit Application to: (Utility Representative)
Robert J. Casavant, PE
Engineering Services Manager
Palmetto Electric Cooperative, Inc.
1 Cooperative Way
Hardeeville, SC 29927
Note: Only signifies receipt of this form.
This application received by Palmetto Electric Cooperative, Inc.
Signed (Utility Representative):
Date:

### INTERCONNECTION AGREEMENT FOR DISTRIBUTED RESOURCE LESS THAN 2 MVA

This INTERCONNECTION AGREEMENT FOR DISTRIBUTED RESOURCE LESS THAN 2 MVA, (the "Agreement"), is entered into as of \_\_\_\_\_\_, 2019, (the "Effective Date"), by and between \_\_\_\_\_\_\_, hereinafter called "Member", and Palmetto Electric Cooperative, Inc., hereinafter called "Cooperative". Member and Cooperative are hereinafter collectively referred to as the "Parties" or "Party". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

### **1. SCOPE OF AGREEMENT:**

- (a) This Agreement relates solely to the conditions under which Cooperative and Member agree that Member's Distributed Resource system and equipment and located at or near \_\_\_\_\_ may be interconnected to and operated in parallel with Cooperative's Electric System (CES). This Agreement does not authorize Member to export power or constitute an agreement to purchase or wheel Member's power. Other services that Member may require from Cooperative shall be covered under separate agreements.
- (b) Cooperative will supply the electrical requirements of Member that are not supplied by Member's Distributed Resource. Such electric service shall be supplied to Member under Cooperative's rates schedules, riders, and services regulations applicable to Member's class of service.

### **2. INTERCONNECTION:**

- (a) Cooperative hereby authorizes Member to interconnect and commence operation under the terms of this Agreement on or after \_\_\_\_\_\_\_ subject to Member having received Cooperative's written acceptance specified in 2. (f) below.
- (b) Member's Distributed Resource must be manufactured, installed and operated in accordance with governmental and industry standards and must conform with Cooperative's "Standard for Interconnecting Distributed Resource less than 2 MVA with Cooperative's Electric Systems (CES)", hereinafter referred to as "Interconnection Standard", a copy being attached hereto and made a part of this Agreement.
- (c) Member's Distributed Resource shall be installed as described in Member's Application to Interconnect Distributed Resource Less than 2 MVA, a copy attached hereto and made a part hereof.
- (d) The nameplate output of the Distributed Resource is \_\_\_\_ kW in the form of \_\_\_\_\_ phase, \_\_\_\_\_ wires, alternating current of 60 hertz frequency and at \_\_\_\_\_ volts.

- (e) The point of interconnection between Member and Cooperative hereunder will be \_\_\_\_\_
- (f) Member shall not interconnect Member's Distributed Resource with Cooperative's electric system nor commence parallel operation of Member's Distributed Resource until both Parties have accepted this Agreement and the requirements for interconnection stated in the Interconnection Standard have been met. Cooperative shall have the right and opportunity to have representatives present at the initial testing of Member's protective apparatus. Member shall notify Cooperative 5 business days prior to the initial testing. In the event Member has interconnected Member's Distributed Resource without Cooperative's acceptance of this Agreement or the Distributed Resource has not met the requirements of the Interconnection Standard, Cooperative shall have the right to immediately isolate Member's premises and/or Distributed Resource from Cooperative's system until Cooperative's acceptance is granted and the requirements of the Interconnection Standard have been met.
- (g) Member shall not make any changes to the Distributed Resource output capacity and/or modification to the protection system required to meet the Interconnection Standard without first submitting a new Application and obtaining a new acceptance from Cooperative before making the changes to the Generator.
- (h) **Isolation Device:** Member shall install a manual load-break disconnect switch with a clear visible indication of switch position between Cooperative's electric system and Member's Distributed Resource. The Isolation Device shall be installed as specified in the Interconnection Standard.
- (i) Warning Label: Member will install a permanent warning label in a conspicuous place in close proximity to the electric meter or on the meter base to notify Cooperative personnel that there is a generator installed on the load side of the meter. The warning label shall not be placed in a location that would interfere with the ability of Cooperative personnel to read the electric meter. Member shall also place a warning label on the Isolation Device. Cooperative will provide the warning labels to Member. The warning labels must be in place before the Distributed Resource can be interconnected with Cooperative's system.
- **3. INTERCONNECTION COST**: The cost to Member for all Cooperative owned and maintained facilities constructed and/or installed by Cooperative to accommodate the interconnection and safe operation of Member's Distributed Resource in parallel with Cooperative's Electric System shall be determined in accordance with Cooperative's applicable Service Regulations and/or Terms and Conditions. The cost to Member, termination provisions, and other applicable terms and conditions related to facilities installed by Cooperative are as stated in Exhibit \_\_\_\_\_, hereto attached and made a part hereof.

### 4. RIGHT OF ACCESS AND EQUIPMENT INSTALLATION:

- (a) Access To Premises: The duly authorized agents of Cooperative shall have the right of ingress and egress to the premises of Member at all reasonable hours, over the same general route as Member utilizes, for the purpose of reading meters, inspecting Cooperative's wiring and apparatus, changing, exchanging, or repairing its property on the premises of Member and to remove such property at the time of or at any time after the suspension of interconnection of the Distributed Resource or termination of this Agreement. Cooperative shall have access to Member's Isolation Device at all times.
- (b) Cooperative's obligation to provide the interconnection as covered in this Agreement on the agreed upon Effective Date is contingent upon Cooperative receiving the rights-ofway and receiving the necessary equipment in sufficient time to install it on or before that date.
- **5. MAINTENANCE OF INTERCONNECTION FACILITIES**: Member shall maintain Member's Distributed Resource and all related Member-owned protective equipment and facilities in a safe and prudent manner, conforming to all applicable laws and regulations. Member shall reimburse Cooperative for any and all losses, damages, claims, penalties or liability Cooperative incurs as a result of Member's failure to maintain the Distributed Resource, equipment, and facilities in a safe and prudent manner or failure to obtain and/or maintain any governmental authorizations or permits required for construction and operation of Member's facility.
- 6. DISCONNECTION OF DISTRIBUTED RESOURCE: Cooperative may isolate Member's premises and/or Distributed Resource from Cooperative's system when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of Cooperative's equipment or part of Cooperative's system; or if Cooperative determines that isolation of Member's premises and/or Distributed Resource from Cooperative's system is necessary because of emergencies, forced outages, Force Majeure or compliance with prudent electrical practices. Whenever feasible, Cooperative shall give Member reasonable notice of the possible isolation of Member's premises and/or Distributed Resource from Cooperative's system. Notwithstanding any other provision of this Agreement, if at any time Cooperative determines that either the Distributed Resource may endanger Cooperative's personnel or other persons or property, or the continued operation of Member's Distributed Resource may endanger the integrity or safety of Cooperative's Electric System, Cooperative shall have the right to isolate Member's premises and/or Distributed Resource from Cooperative's Electric System. It is agreed that Cooperative shall have no liability for any loss of sales or other damages, including all punitive and consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the isolation of Member's premises and/or Distributed Resource from Cooperative's system per this Agreement. Cooperative shall expend reasonable effort to reconnect the Member's premises and/or Distributed Resource with the Cooperative's system in a timely manner.

7. **PERMITS AND APPROVALS**: Member shall obtain all environmental and other permits required by governmental authorities prior to construction, installation, and interconnection of the Distributed Resource. Member shall also maintain these applicable permits and compliance with these permits during the term of this Agreement.

### 8. INDEMNITY AND LIABILITY:

- (a) **Limitation of Liability:** Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, incidental, consequential, or punitive damages of any kind.
- (b) **Indemnification:** The parties shall at all times indemnify, defend and save the other party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other party's action or inaction of its obligations hereunder on behalf of the indemnifying party, except in cases of gross negligence or intentional wrongdoing by the indemnified party.
- (c) The provisions of Section 8. (a) Shall not be construed to relieve any insurer of its obligations to pay any claims in accordance with the provision of any valid insurance policy.
- (d) If Member at any time fails to comply with the insurance provisions of this Agreement, Member shall, at its own cost, defend, save harmless and indemnify Cooperative, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of Cooperative, its contractors, its Members, and/or the public to the extent that Cooperative would have been protected had Member complied with all such insurance provisions. The inclusion of this Section 8. (d) Is not intended to create any express or implied right in Member to elect not to provide any such required insurance.
- (e) Member shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on Cooperative's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.

### 9. INSURANCE:

(a) Member shall obtain and retain, for as long as its Distributed Resource is interconnected with the Cooperative's Electric System, liability insurance which protects Member from claims for bodily injury and/or property damage. For a non-residential Member the minimum coverage shall be comprehensive general liability insurance with coverage at least \$1,000,000 per occurrence and for a residential Member the minimum coverage shall be at a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence. Prior to interconnection of the Distributed Resource with Cooperative's system, Member shall furnish a properly executed certificate of insurance to Cooperative clearly evidencing the required coverage and any exclusions applicable to such coverage. The certificate shall provide that the insurance coverage shall not be canceled or modified unless and until Cooperative receives at least thirty (30) days prior written notice. Member shall further replace such certificates for policies expiring during the period its Distributed Resource is interconnected with Cooperative's system. Cooperative has the right to refuse to establish or continue the interconnection of Member's generation facility to Cooperative's system if such insurance is not in effect.

(b) Insurance on the premises where the Member's Distributed Resource is located shall, by endorsement to the policy or policies, provide for thirty (30) days of written notice to Cooperative prior to cancellation, termination, alteration, or material change of such insurance.

**10. FORCE MAJEURE:** For purposes of this Agreement, Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other caused beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing.

11. NON-WARRANTY: Cooperative's approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Member or any third party regarding the safety, durability, reliability, performance or fitness of Member's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.

**12. EFFECTIVE TERM AND TERMINATION RIGHTS**: This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The Agreement may be terminated in accordance with the following:

(f) If Member desires to terminate the Agreement, Cooperative will agree to such termination if Cooperative is satisfied that Member no longer can operate Member's Distributed Resource in parallel with Cooperative's system at the premises and all bills for services previously rendered to Member, plus any applicable termination charges as

specified in Exhibit \_\_\_\_\_, have been paid. Cooperative may waive the termination charges if Cooperative has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Cooperative for the interconnection to Cooperative for a term not less than the unexpired portion of Member's Agreement.

(g) Cooperative, in addition to all other legal remedies, may either terminate the Agreement or suspend interconnection with Member (1) for any default or breach of Agreement by Member, (2) for failure to pay any applicable bills when due and payable, (3) for a condition on Member's side of the point of interconnection actually known by Cooperative to be, or which Cooperative reasonably anticipates may be, dangerous to life or property, (4) if Member either fails to energize the Distributed Resource within 12 months of the Effective Date of this Agreement or permanently abandons the Distributed Resource, or (5) by giving the Member at least sixty days' notice in the event that there is a material change in an applicable rule or statue concerning interconnection and parallel operation of the Distributed Resource, unless the Member's installation is exempted from the change or the Member complies with the change in a timely manner. No such termination or suspension, however, will be made by Cooperative without written notice delivered to Member, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 12.(b)(3) above. Failure to operate the Distributed Resource for any consecutive 12-month period after the Effective Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

### **13. GENERAL:**

- (h) This Agreement and the applicable Schedule, Riders, Interconnection Standard, Service Regulations, and Terms and Conditions hereto attached are subject to changes or substitutions, either in whole or in part, made from time to time by the Board of Trustees of the Cooperative. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
- (i) **Headings:** The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. ENTIRE AGREEMENT: This Agreement and the documents attached hereto constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

**15. AMENDMENTS**: The Parties may amend this Agreement, but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

16. ASSIGNMENT: Member shall not assign its rights nor delegate its duties under this Agreement without Cooperative's written consent. Any assignment or delegation Member makes without Cooperative's written consent shall not be valid. Cooperative shall not unreasonably withhold its consent to Member's assignment of this Agreement. An assignee or new Member must submit a new Application to Cooperative and obtain Cooperative's written approval before any assignment shall occur. Member assumes the responsibility of ensuring a new Member or assignee is aware the new Member or assignee must re-apply and obtain Cooperative's written acceptance, or the equipment must be removed or disabled to prevent future interconnection and/or operation.

**17. THIRD PARTIES**: This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party of this Agreement.

**18. GOVERNING LAW**: This Agreement shall be governed under laws of the State of South Carolina.

**19. SEVERABILITY**: If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**20. WAIVER**: No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waiver any other breach hereunder.

**21. MEMBER CERTIFICATION**: By signing this Agreement below, Member hereby certifies that, to the best of Member's knowledge, all of the information provided in the Application to Interconnect Distributed Resource Less than 2 MVA is true and correct, the Distributed Resource will comply with the Interconnection Standard, and that Member has received and reviewed this Agreement.

**22.** ACCEPTANCE AND SIGNATURES: Upon the acceptance hereof by Cooperative, evidenced by the signature of its authorized representative appearing below, this document shall be an Agreement for the interconnection of Member's Distributed Resource to Cooperative's Electric System.

Witness as to Member:	<u>Member</u>
	By:
	Title Day of, 2019
Accepted: Palmetto Electric Cooperative, Inc.	Member
By:	
Name:	Name:
Title	Address:
This Day of , 2019	

### EXHIBITS AND ATTACHMENTS

- 1. Application to Interconnect Distributed Resource Less than 2 MVA
- 2. Interconnection Standards
- 3. Service Regulation or Terms and Conditions
- 4. Exhibit when interconnection cost is involved
- 5. Other exhibits when needed

### PALMETTO ELECTRIC COOPERATIVE, INC. PROVIDED SERVICES AND APPLICABLE CHARGES

ELECTRICAL SERVICES		<b>CHARGE</b>
Membership Fee	\$	5.00
No or Bad Credit Deposit (Minimum)	\$	300.00
Trip or Reconnect non-payment by Meter Technician (regular/after hours)	\$	45.00
Trip or Reconnect non-payment by Service/Line Crew (regular/after hours)	\$	45.00
Return check charge	\$	25.00
Residential Surge Guard installation	\$	5.95/month
Commercial Surge Guard installation	\$	5.95/month
H20 Select		Ref: Section 600 B
CHAMP Home Appliance Repair		Ref: Section 600 B
Residential Energy Audit	\$	No Charge
Commercial Energy Audit	\$	No Charge
Relocate outdoor lighting pole (30' typical)	\$	Actual Costs
<u>METERING FEE</u> Meter Test Fee – (single & poly phase) Meter Relocate Fee	\$ \$	35.00 Actual Costs
SERVICE INSTALLATION		
Account set-up processing fee	\$	20.00
Advance Pay set-up fee (new member)	\$	75.00
Advance Pay set-up fee (existing member)	\$	70.00
DISTRIBUTED RESOURCES (SOLAR, ETC.)	¢	100.00
Application Fee for Residential Service Members	\$	100.00
Application Fee for Non-Residential Service Members	\$	250.00
<b>GENERAL</b> House moving assistance (A deposit for estimated cost as well as a signed contract will be required with an advance of a five (5) day notice)	\$	Actual Costs
Unclaimed Capital Credit Account Maintenance	\$	3.00/month

Members of the Cooperative are automatically enrolled in Operation Round Up®. By rounding up electric bills to the next highest dollar, these funds are distributed to approved local charities and needy individuals. Members may opt-out by contacting the Cooperative.



### **DRAFT AUTHORIZATION FORM**

Palmetto Electric Cooperative, Inc. bills can automatically be deducted from a checking account or credit/debit card each month. Draft accounts are automatically drafted on fluctuating due dates determined by the Cooperative.

**NOTE:** All draft authorization forms are required to be filled out and signed by the electric account holder or by a Power of Attorney who must submit the necessary legal and notarized documentation. **PLEASE PRINT** 

PALMETTO ELECTRIC MEMBER INFORMATION								
Name on Account:		Palmetto Account #:						
Service Address:								
Email Address:								
Home #: Mobile #: Business #:								

Choose either Payment Option A (Checking Account) or Option B (Credit/Debit Card):

- Payment Option A Checking Account [Attach a VOIDED check]
- Payment Option B Credit Card

In the event of a Credit Card change, you must contact Palmetto Electric to update your information

CREDIT/DEBIT CARD INFORMATION Select a Credit Card										
Credit Card Type:		Visa	MasterCard				Discover			American Express
Credit Card #: Card Holder Name:										
CVV2 Code:     Expiration Date:     Billing Zip Code:									:	

### DRAFT AUTHORIZATION FORM

As a member of Palmetto Electric Cooperative, Inc., herein after called PECI, I hereby authorize PECI to draw a monthly draft on my account for the total amount due on the fluctuating due date indicated on my monthly PECI statement. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law. I certify that I am an authorized user of this credit/debit card or bank account, and that I will not dispute the payment with my Credit/Debit Card Company or Bank, so long as the transaction corresponds to the terms indicated in this form. If you are giving authorization for someone other than the electric account holder, we will need written authorization and contact information from the electric account holder, along with the payee's information. This will remain in effect until I cancel my Draft Authorization. In the event of cancellation due to consumer request, it must be submitted 10 working days prior to the PECI statement draft date. PECI reserves the right to cancel this agreement at any time due to payment history. PECI will charge an administrative fee of \$25.00 for any draft that is returned by your financial institution; additional fees may be charged by your financial institution.

Date

Date

Signature of Palmetto Electric Account Holder's Name

### Use the section below ONLY if you are signing on behalf of the Palmetto Electric Cooperative, Inc. Account Holder

Agent's Signature of Palmetto Electric Account Holder	
	Date

Print Agent's Name:

Faxed or emailed Draft forms will not be processed. Draft Authorization forms must be delivered in person at any local office or mailed to:

Palmetto Electric Cooperative, Inc. Customer Service 111 Mathews Drive Hilton Head Island, SC 29926 Palmetto Electric Cooperative, Inc. Customer Service 1 Cooperative Way Hardeeville, SC 29927 Palmetto Electric Cooperative, Inc. Billing Dept. 4063 Grays Highway Ridgeland, SC 29936

### **NEW ACCOUNT BILL – PAGE 1**





Account No		Account Nam	e	Service	Address	Telephon		r Cost actor		Rate	Bill Date
002		COLE KAYI		SARDIS F	RD	(843)	-0.0	01791	Small	Commercial	Apr. 11, 2018
Service From T	o	Meter No	Srv Days	Previous Mtr Rdg	Present Mtr Rdg	KWH Use	d Mult			с	harges
	arges	980 Minimum Estimato	5	0	0	0	1			2.8 5.0 0.1 0.0	10 7
Total Charges	Due			This bill amour	nt is payable in ful	l on or before t	the due date	Pov at	verfi Palm	Due Date: ul Com netto Ele nnual N	
3 2 1 0 4 5 Temperature High 74 70 Low 58 47	77 72	DAI	.Y KWH USAC	ge for billing pei	RIOD			Pali 40 \$1 Ekectric B REGIS	Satu metto El 53 Grays H 5 M Credit M Credit	ectric's Ridge lighway, Ridgelar	ay 5 land Office
4063 GI RIDGEL	TTO E RAYS AND S	LECTRIC COOF HWY SC 29936-4360 Service Request	PERATIVE		JRN THIS PORTIC	IN WITH PAYM	Accoun Billing I Total Ar	Due Dat	e	0 Apr. 26, \$9.00	SC094 2 02 2018

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### **BACK OF BILL**

\*NOTICE: This bill is payable in full upon receipt. The account is subject to disconnection for any past due balance without further notice. \*Payment must be received and processed by the due date. Payments not received by the due date are considered delinquent and service is subject to disconnection. PECI is not responsible for postal delivery delays. POWER OUTAGE: Call 1-866-445-5551.

BEFORE DIGGING: To locate underground lines before digging contact Palmetto Utility Protection Service (P.U.P.S.) at 811 or (888) 721-7877.

### PALMETTO ELECTRIC COOPERATIVE CUSTOMER SERVICE OPTIONS

Visit www.palmetto.coop or call 1-800-922-5551 for all your customer service needs

Office Hours: Monday through Friday, 8am - 5pm							
Hilton Head 843-681-5551	New River 843-208-5551	Ridgeland 843-726-5551					
Mailing & Physical: 111 Mathews Drive Hilton Head Island, SC 29926	Mailing & Physical: 1 Cooperative Way Hardeeville, SC 29927	Mailing & Physical: 4063 Grays Highway Ridgeland, SC 29936					
	Hilton Head 843-681-5551 Mailing & Physical: 111 Mathews Drive	Hilton Head 843-681-5551New River 843-208-5551Mailing & Physical: 111 Mathews DriveMailing & Physical: 1 Cooperative Way					

At one of our Office Locations

By mail or night deposit: DO NOT MAIL CASH AND DO NOT STAPLE YOUR CHECK TO THE PAYMENT STUB. After-hours
night deposit boxes are located at each office location. Provide a daytime phone number with your payment. DO NOT PUT
CASH INTO THE NIGHT DEPOSIT BOX. Palmetto Electric is not responsible for cash left in night deposit boxes.

- By telephone using a major credit card via PowerTouch, 1-866-445-5551. See our web site for accepted credit cards.
- Draft through a recurring payment via credit card or E-Check.
- Via MyEnergy Online, our customer portal, at https://epayment.paimetto.coop/oscp/
- Use our free mobile apps, MyEnergy. See our website for supported smart phones and smart devices. Payable with
  credit/debit card or bank account.
- Via text, by typing PAY to 352667. You will need to have your mobile telephone number associated with the account
  and a payment profile on record to use this option.

DISCONNECT INFORMATION: If an account is disconnected for non-payment, the past due balance plus a reconnect fee must be paid before the service will be reconnected.

### **NEW ACCOUNT BILL – PAGE 2**



Page 2 of 2

Account No		Account Name	e	Service	Address	Telephone	and the first	Cost ctor		Rate	Bill Date	
002		COLB KAYL		SARDIS R	!D	(843)	-0.00	1791	Small	Commercial	Apr. 11, 201	
Service From To		Meter No	Srv Days	Previous Mtr Rdg	Present Mtr Rdg	KWH Used	Mult			Charges		
			Voting P	ocedures for An	nual Meeting							
	Saturday, May 5, 2018											
- To register and vo	te on be	shalf of a busines	s, church or	other organizatio	on, a voting deleg	ate's name must b	e submit	ted in ac	lvance			
to the Cooperative register and vote.	. An alte Designa	ernate's name may	y also be su es must hav	bmitted. The per	son designated n zation submitted t	nust present a valio to the Cooperative	d ID at th no later t	e meetir han 5PN	ng to A.			
Friday, May 4, 20 - All delegates regi	18. Form	ns may be request	ted from an	y of our four offic	es or a letter from	n the organization v	vill suffic	e.				
process.	stering a	It the Annual Mee	ang are enc	ouraged to bring			pedite ti	ie registi	auon			

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### **REGULAR BILL – PAGE 1**





				Tour Touch		81						
Account No		Account Name	e	Service	Address		Telephone		Cost ctor		Rate	Bill Date
002		MICHELL THOMA	10.00	FERLAND	WAY		(843)	-0.00	006880 Residential Ele		ential Electric	May 10, 2018
Service From To	)	Meter No	Srv Days	Previous Mtr Rdg	Presen Mtr Rd	SE/	KWH Used	Mult			с	harges
04/08/18 05/08 Previous Balance Payment Received Previous Credit Ba Electric Service Cl 1 STANDARD 100 Annual Meeting Cr Champ Residual C Capital Credit Refu Champ Service Total Electric Char Operation Round I	I - May alance harge DEQ LE redit credit und		30	79581	80990		1409	1			197.0 -500.0 160.7 9.9 -15.0 -250.0 -20.3 27.9	0 -303.00 5 4 0 0 0
Total Charges I	Due						CREDI	T - DO I	NOT PA	AY	Due Date:	\$-389.00 May 25, 2018
Your Ele	ctricity	Use Over The Last	13 Months	Comparisons	Days Service	Total KWH	AVG KWH/Day Co	t/Day	NE			
2,524 1,683 841 0 M J J	AS			Current Billing Previous Billing Last Year	30	1409 1409 1724	47 5	.36 .42 .70				ew iter?
	56 14 40 0 11 12	DAI	63 19 51 45	<b>58 60</b> <b>44 43 44 4</b> <b>43 44 4</b> <b>44 1 4 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>44 1 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>44 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>44 4</b> <b>43 44 4</b> <b>43 44 4</b> <b>44 4</b> <b>43 44 4</b> <b>44 4</b> <b>44 4</b> <b>45 60</b> <b>42 60</b> <b>42 60</b> <b>43 60</b> <b>44 6</b> <b>43 60</b> <b>44 6</b> <b>44 6</b> <b>45 6</b> <b>45 6</b> <b>46 6</b> <b>46 6</b> <b>47 6</b> <b>47 6</b> <b>47 6</b> <b>48 6</b> <b>48 6</b> <b>48 6</b> <b>49 6</b> <b>49 6</b> <b>49 6</b> <b>49 6</b> <b>49 6</b> <b>40 6</b>		47 44 Ma 1 2	64 40 47 54 31 4 5 6 7		sta	u ge id t y ir t wa	et o n ater.	
		0 77 81 74 63 74 8 7 54 64 70 50 45 5							Lear	n more	e at <b>palme</b>	tto.coop
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RIDGELAND SC 29936-6668

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### **BACK OF BILL**

\*NOTICE: This bill is payable in full upon receipt. The account is subject to disconnection for any past due balance without further notice. \*Payment must be received and processed by the due date. Payments not received by the due date are considered delinquent and service is subject to disconnection. PECI is not responsible for postal delivery delays. POWER OUTAGE: Call 1-866-445-5551.

BEFORE DIGGING: To locate underground lines before digging contact Palmetto Utility Protection Service (P.U.P.S.) at 811 or (888) 721-7877.

### PALMETTO ELECTRIC COOPERATIVE CUSTOMER SERVICE OPTIONS

Visit www.palmetto.coop or call 1-800-922-5551 for all your customer service needs

OFFICE LOCATIONS: Office Hours: Monday through Friday, 8am - 5pm									
Hampton 803-943-2211	Hilton Head 843-681-5551	New River 843-208-5551	Ridgeland 843-726-5551						
Mailing & Physical: 1231 Charleston Highway Hampton, SC 29924	Mailing & Physical: 111 Mathews Drive Hilton Head Island, SC 29926	Malling & Physical: 1 Cooperative Way Hardeeville, SC 29927	Mailing & Physical: 4063 Grays Highway Ridgeland, SC 29936						

**PAYMENT OPTIONS:** 

At one of our Office Locations

By mail or night deposit: DO NOT MAIL CASH AND DO NOT STAPLE YOUR CHECK TO THE PAYMENT STUB. After-hours
night deposit boxes are located at each office location. Provide a daytime phone number with your payment. DO NOT PUT
CASH INTO THE NIGHT DEPOSIT BOX. Palmetto Electric is not responsible for cash left in night deposit boxes.

- By telephone using a major credit card via PowerTouch, 1-866-445-5551. See our web site for accepted credit cards.
- Draft through a recurring payment via credit card or E-Check.
- · Via MyEnergy Online, our customer portal, at https://epayment.paimetto.coop/oscp/
- Use our free mobile apps, MyEnergy. See our website for supported smart phones and smart devices. Payable with credit/debit card or bank account.
- Via text, by typing PAY to 352667. You will need to have your mobile telephone number associated with the account
  and a payment profile on record to use this option.

DISCONNECT INFORMATION: If an account is disconnected for non-payment, the past due balance plus a reconnect fee must be paid before the service will be reconnected.

### **REGULAR BILL – PAGE 2**



Page 2 of 3

						-					9
Account No		Account Name	e	Service	Address	Telephone		Cost ctor		Rate	Bill Date
002		MICHELL THOMA		FERLAN	YAWC	(843)	-0.00	6880	Reside	ential Electric	May 10, 2018
Service From To		Meter No	Srv Days	Previous Mtr Rdg	Present Mtr Rdg	KWH Used	Mult			с	harges
IMPORTANT NOT Please note, on ti This bill credit in reduce costs.	his ma	onth's bill you rec	eived a cre	dit for your Ca	pital Credits retin	red in 2018 for ye Cooperative to co	aars 199 onserve	7 and/or resourc	2017. Ses and		

### REGULAR BILL – PAGE 3



05/10/18

MICHELLE FERLAND WAY RIDGELAND SC 299366668

Member Number:

BOARD OF DIRECTORS Jeremiah E. Vaigneur, Chairman C. Alex Ulmer, Vice Chairman Eunice F. Spilliards, Secretary Dr. Earl Bostick, Sr. Henry Driessen, Jr. James O. Freeman Carolyn Grant Jimmie D. McMillan William J. Nimmer James L. Rowe Terrell Smith David Solaro

Dear Member,

The Board of Directors of Palmetto Electric Cooperative is pleased to announce the retirement of 49.50% of the Capital Credits earned in 1997, and 15.60% earned in 2017. Capital Credits reflect the difference between Palmetto Electric's revenues and expenses, and are periodically returned to consumers upon approval by the Cooperative's Board of Directors. As a member of Palmetto Electric during the years 1997 and/or 2017, you were allocated Capital Credits that are now being distributed.

Please note, on this month's bill you received a credit for your Capital Credits retired in 2018 for the years listed above. This bill credit in lieu of issuing a check to you is another green initiative by Palmetto Electric Cooperative to conserve resources and reduce costs.

This Capital Credits bill credit in the amount of \$20.30 is just one of the many benefits of being a member of Palmetto Electric Cooperative, Your Touchstone Energy Partner. We hope you enjoy this year's "return on your investment."

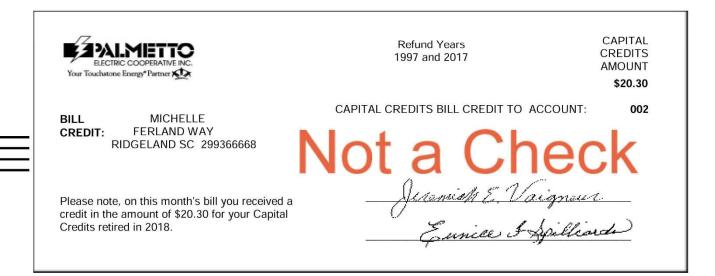
Sincerely,

Jurismiath E. Valgenaur

Jeremiah E. Vaigneur Chairman of the Board

h. Bul Dori Ja.

A. Berl Davis President and CEO



7397 Page: 3

### FINAL BILL





Account	No	Account Name	9	Service	Address	Telephone		Cost ctor		Rate	Bill Date
0	01	KANDIC	CE	REEF C	LB	(678)	-0.01	6575	Reside	ntial Electric	Dec. 7, 201
Serv From	vice To	Meter No	Srv Days	Previous Mtr Rdg	Present Mtr Rdg	KWH Used	Mult			с	harges
Membershi Total Electr This is a Fi credit chec	rvice Charge ip Fee ric Charges nal Bill. Thanl ks that you m	610 k you for your patron ay be entitled to rece n Round Up Contrib	eive.		45168 us of your new m	810 ailing address so	1 we can s	end futur	e capital	82.7 -5.0	
	rges Due	Use Over The Last '	13 Months	Comparisons	Days Service Total K	WH AVG KWH/Day Cos	FIN t/Day	IAL BI	L	Due Date:	\$210. Dec. 22, 201
3,345 2,230 1,115 0				Current Billing Previous Billing Last Year	14 810	58 5 40 4	91 28	The l	gift th	hat Keeps	on Givina
		ИАМЈЈА	3 U N			0 0	00	1	_		
Temperature	29 33 Nov 16 17 18 19 2	DAIL 86 52 38 20 30 10 21 22 23 24 25 26 52 52 52 52 52 52 52 52 52 52	<b>Y KWH USAG</b> 108 93 71 6 71 6 71 6 71 6 71 6 71 71 71 71 71 71 71 71 71 71	E FOR BILLING PER				rout	rding i		ubers for
72 36 0 Temperature High Low PA 400	29 33 4 4 Nov 16 17 18 19 2 59 63 65 67 6 49 50 56 56 5 LMETTO E 63 GRAYS	DAIL 86 52 38 52 38 20 52 38 20 52 38 20 52 52 52 52 52 52 52 52 52 52	Y KWH USAG 108 93 6 27 28 29 3 52 50 54 9 49 34 43 PLEASE DE	TACH AND RETU	RIOD			For mo	rding i re informa	yp and rear ation visit palr ₽₽₽₽©	ubers for ching out! metto.coop
72 36 0 Temperature High Low PA 400 RII	29 33 A A A A A A A A A A A A A A A A A A	DAIL 86 52 38 52 38 20 52 38 20 52 52 52 52 52 52 55 55 55 55	Y KWH USAG 108 93 108 93 108 93 71 6 27 28 29 3 52 50 54 9 49 34 43 PLEASE DE PERATIVE	TACH AND RETU	RIOD			For mo	eding u re information er er er ue	up and rear ation visit palr COS	ubers for ching out! metto.coop

\*\*\*\*\*\*SNGLP



KANDICE1REEF CLB162HILTON HEAD ISLAND SC 29926-1223

### **BACK OF BILL**

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Hilton Head 843-681-5551	New River 843-208-5551	Ridgeland 843-726-5551		
Mailing & Physical: 111 Mathews Drive Hilton Head Island, SC 29926	Mailing & Physical: 1 Cooperative Way Hardeeville, SC 29927	Mailing & Physical: 4063 Grays Highway Ridgeland, SC 29936		
	Hilton Head 843-681-5551 Mailing & Physical: 111 Mathews Drive	Hilton Head 843-681-5551New River 843-208-5551Mailing & Physical: 111 Mathews DriveMailing & Physical: 1 Cooperative Way		

At one of our Office Locations

By mail or night deposit: DO NOT MAIL CASH AND DO NOT STAPLE YOUR CHECK TO THE PAYMENT STUB. After-hours
night deposit boxes are located at each office location. Provide a daytime phone number with your payment. DO NOT PUT
CASH INTO THE NIGHT DEPOSIT BOX. Palmetto Electric is not responsible for cash left in night deposit boxes.

- By telephone using a major credit card via PowerTouch, 1-866-445-5551. See our web site for accepted credit cards.
- Draft through a recurring payment via credit card or E-Check.
- Via MyEnergy Online, our customer portal, at https://epayment.paimetto.coop/oscp/
- Use our free mobile apps, MyEnergy. See our website for supported smart phones and smart devices. Payable with
  credit/debit card or bank account.
- Via text, by typing PAY to 352667. You will need to have your mobile telephone number associated with the account
  and a payment profile on record to use this option.

DISCONNECT INFORMATION: If an account is disconnected for non-payment, the past due balance plus a reconnect fee must be paid before the service will be reconnected.

### PAST DUE FINAL BILL LETTER



1231 Charleston Highway

Hampton, SC 29924

803-943-2211

January 18, 2019

Palmetto Electric Cooperative Member 123 Any St. Anytown, SC 00000-0000

According to our records, your current balance due for Account Number 1111111-001 is \$0.00. Our normal terms require payment within 30 days of the invoice.

If there is an error, or you are unable to pay the amount due immediately, please contact me so that we can correct the situation or make suitable arrangements for prompt payment of this obligation.

Credit card payments ban be made by calling 1-866-445-5551.

Thank you for attention to this request.

Sincerely,

Wanda Crosby Collections Manager Toll Free 1-800-922-5551 Office Hours 8:00 AM – 5:00 PM Monday – Friday

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Final Bill Date: 12/20/18	Notice Date: 1/18/19
Account #: 1111111-001	Name: PECI Member
Service Address: 123 Any St.	Balance Due: \$0.00



### LETTER REQUESTING CAPITAL CREDITS



4063 Grays Highway

Ridgeland, SC 29936

843-726-5551

Date

(Name) (address) (address)

Re: (Member name) Member # \_\_\_\_\_

Dear (PR's name):

Once a member is deceased you have an option to retire the capital credits earned under the decedent's name. I have enclosed the paperwork necessary for the capital credits in the above referenced account to be cleared out. In order for us to continue with the process of clearing out this account, the following documents indicated must be submitted.

- () Name of person who continues the account. INACTIVE ACCOUNT
- (X) Copy of the Death Certificate
- (X) Copy of Letter of Administration or document naming Personal Representative (\*\* A Power of Attorney is NOT acceptable) or an Affidavit of Inheritance of Capital Credits with Palmetto Electric Coop., Inc. (enclosed)
- (X) Request for capital credit payment (enclosed)

Upon receipt of the above, this account will be processed for payment with approval of the Board of Directors.

If you have any questions regarding the purpose of this letter or the requested documentation, please feel free to contact me at 843-726-9606.

Sincerely,

Caitlin H. Bryan



### REQUEST FOR CAPITAL CREDIT PAYMENT

Member #:	Date:	
I hereby request that P	almetto Electric Cooperative, Inc., authoriz	e retirement of all Capital
Credits accrued and be	longing to	, deceased,
be paid to		, executor,
and mailed to		
A certified copy of the I	Letter of Administration and a copy of the D	Death Certificate are attached.
Signature:	Date:	
By-Laws Article II, Section 4		
	ete This Section Only if Account is Cur ion of this section does not automatically in	-
The request for paymer	nt of Capital Credits for the account of:	
cannot be processed un	til the above account is inactivated AND ha	
I hereby request Palme	tto Electric Cooperative, Inc., to change the	e account to the name of:
(Name)	(Address)	
This is to certify that I,		have been paying
the electric bill in the D	Decedent's name since his/her death.	
Signature:	Date:	

### AFFIDAVIT OF INHERITANCE OF CAPITAL CREDITS WITH PALMETTO ELECTRIC COOPERATIVE, INC.

STATE OF COUNTY OF	
PERSONALLY APPEARED BEFORE ME the u they are the only surviving heirs of:	undersigned persons, who first being duly sworn say that
(Name) (Address)	
Deceased, who at the time of his/her death w Cooperative, Inc.	as the owner of capital credits with Palmetto Electric
The affiants say that it is their wish that paymen	nt of said capital credits be made to:
(NAME) (A	ADDRESS)
	AGE
SIGNATURE(S) OF ALL SURVIVING HEIRS	AGE
Heirs include spouse and all children	AGE
	AGE
SWORN AND SUBSCRIBED BEFORE ME	
THIS DAY OF MONT	"H OF 20
NOTARY PUBLIC FOR	MY COMMISSION EXPIRES

### AFFIDAVIT OF GUARDIANSHIP OF MINOR CHILDREN

(Must be completed if any heirs are minors)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME

(Name of Parent or Guardian)

who first being duly sworn says the (he)(she) is the duly appointed guardian or parent of the minor children named above, and the (he)(she) has signed the foregoing Affidavit for and on behalf of said minor children of the deceased; and that said action is for the best interest of said minor children.

Signature of Guardian or Parent

SWORN TO AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH OF 20 \_\_\_\_\_

NOTARY PUBLIC FOR

MY COMMISSION EXPIRES

THIS FORM MUST BE NOTORIZED REV 07/2017

### **BILL WITH CAPITAL CREDITS APPLIED – PAGE 1**

### 



Account No		Account Nam	e	Service	Address	Telephone		Cost ctor		Rate	Bill Date
001		KENNETH		OLD SA	LK HWY	(843)	0.00	0500	Reside	ntial Electric	Dec. 9, 2018
Service From To	þ	Meter No	Srv Days	Previous Mtr Rdg	Present Mtr Rdg	KWH Used	Mult			с	harges
11/01/18       12/01/18       027       30       56010       56941       931       1         Previous Balance       Payment Received - Nov. 19, 2018       Electric Service Charge       Capital Credit Refund       1         Total Electric Charges       Operation Round Up®       ImPORTANT NOTICE OF CAPITAL CREDIT REFUND       ImPORTANT NOTICE OF CAPITAL CREDIT REFUND         Please note, on this month's bill you received a credit for your Capital Credits retired in 2018 for years 1997 and/or 2017.       This bill credit in lieu of issuing a check to you is another green initiative by your Cooperative to conserve resources and reduce costs.         Tax Deductible Operation Round Up Contribution For 2018 is \$6.42								97.0 -97.0 118.8 -10.3	0		
Total Charges I	Due			This bill amoun	nt is payable in fu	ll on or before the c	lue date d	or draft d	ate.	Due Date:	\$109.00 Dec. 24, 2018
Your Ele	ctricity	Use Over The Last	13 Months	Comparisons	Days Service Total K	WH AVG KWH/Day Cost	/Day	200		EN 1	No.
2,582 1,721 861 D J F M A M J J A S O N D D J F M A M J J A S O N D						hat Keeps	on Giving				
					JRN THIS PORTIC	ON WITH PAYMENT					sc0940

PALMETTO ELECTRIC COOPERATIVE INC 4063 GRAYS HWY RIDGELAND SC 29936-4360

Temp-Return Service Requested



Account Number	001	
Billing Due Date	Dec. 24, 2018	
Total Amount Due	\$109.00	

\*\*\*\*\*\*\*AUTO\*\*ALL FOR AADC 294 \*\*\*\*\*\*\*



KENNETH PATTERSON AVE CHARLESTON SC 29412-3437 27

7217

11312

### **BACK OF BILL**

\*NOTICE: This bill is payable in full upon receipt. The account is subject to disconnection for any past due balance without further notice. \*Payment must be received and processed by the due date. Payments not received by the due date are considered delinquent and service is subject to disconnection. PECI is not responsible for postal delivery delays. POWER OUTAGE: Call 1-866-445-5551.

BEFORE DIGGING: To locate underground lines before digging contact Palmetto Utility Protection Service (P.U.P.S.) at 811 or (888) 721-7877.

### PALMETTO ELECTRIC COOPERATIVE CUSTOMER SERVICE OPTIONS

Visit www.palmetto.coop or call 1-800-922-5551 for all your customer service needs

OFFICE LOCATIONS: Office Hours: Monday through Friday, 8am - 5pm				
Hilton Head 843-681-5551	New River 843-208-5551	Ridgeland 843-726-5551		
Mailing & Physical: 111 Mathews Drive Hilton Head Island, SC 29926	Mailing & Physical: 1 Cooperative Way Hardeeville, SC 29927	Mailing & Physical: 4063 Grays Highway Ridgeland, SC 29936		
	Hilton Head 843-681-5551 Mailing & Physical: 111 Mathews Drive	Hilton Head 843-681-5551New River 843-208-5551Mailing & Physical: 111 Mathews DriveMailing & Physical: 1 Cooperative Way		

At one of our Office Locations

By mail or night deposit: DO NOT MAIL CASH AND DO NOT STAPLE YOUR CHECK TO THE PAYMENT STUB. After-hours
night deposit boxes are located at each office location. Provide a daytime phone number with your payment. DO NOT PUT
CASH INTO THE NIGHT DEPOSIT BOX. Palmetto Electric is not responsible for cash left in night deposit boxes.

- By telephone using a major credit card via PowerTouch, 1-866-445-5551. See our web site for accepted credit cards.
- Draft through a recurring payment via credit card or E-Check.
- Via MyEnergy Online, our customer portal, at https://epayment.paimetto.coop/oscp/
- Use our free mobile apps, MyEnergy. See our website for supported smart phones and smart devices. Payable with
  credit/debit card or bank account.
- Via text, by typing PAY to 352667. You will need to have your mobile telephone number associated with the account
  and a payment profile on record to use this option.

DISCONNECT INFORMATION: If an account is disconnected for non-payment, the past due balance plus a reconnect fee must be paid before the service will be reconnected.

### BILL WITH CAPITAL CREDITS APPLIED – PAGE 2



11313 Page: 2

12/09/18

KENNETH PATTERSON AVE CHARLESTON SC 294123437

Member Number:

BOARD OF DIRECTORS Jeremiah E. Vaigneur, Chairman C. Alex Ulmer, Vice Chairman Eunice F. Spilliards, Secretary Dr. Earl Bostick, Sr. Henry Driessen, Jr. James O. Freeman Carolyn Grant Jimmie D. McMillan William J. Nimmer James L. Rowe Terrell Smith David Solaro

Dear Member,

The Board of Directors of Palmetto Electric Cooperative is pleased to announce the retirement of 49.50% of the Capital Credits earned in 1997, and 15.60% earned in 2017. Capital Credits reflect the difference between Palmetto Electric's revenues and expenses, and are periodically returned to consumers upon approval by the Cooperative's Board of Directors. As a member of Palmetto Electric during the years 1997 and/or 2017, you were allocated Capital Credits that are now being distributed.

Please note, on this month's bill you received a credit for your Capital Credits retired in 2018 for the years listed above. This bill credit in lieu of issuing a check to you is another green initiative by Palmetto Electric Cooperative to conserve resources and reduce costs.

This Capital Credits bill credit in the amount of \$10.35 is just one of the many benefits of being a member of Palmetto Electric Cooperative, Your Touchstone Energy Partner. We hope you enjoy this year's "return on your investment."

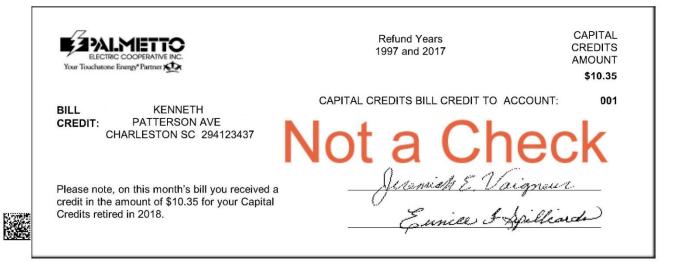
Sincerely,

Jussmith E. Valgemen

Jeremiah E. Vaigneur Chairman of the Board

h. Bul Doin Ja.

A. Berl Davis President and CEO





### ENROLLMENT APPLICATION

### H<sub>2</sub>O Select<sup>®</sup> A residential water heater program

Service Address:				
Address:		Tank size:	80 gal.	50 gal.
City/State/Zip:		Clearance:	Height	Width
How is home used? Residence Vacation	Rental	Number of t	anks:	
Account Number.:	Note	e: rebate/charge	es will be applie	d to this account.
Name:	Pho	ne (H)(W)(M):		
Mailing Address:	Pho	ne (H)(W)(M):		

### SELECT ONE: (Rebate or Turn Key Option)

<b>REBATES:</b> Install a new water heater and get money back. ( <i>Limit one rebate per household.</i> )	<b>TURN KEY OPTIONS:</b> We make all the arrangements for you and make the payments easy.
\$250 for a new 80-gal. or larger off-peak electric water heater.	Includes an energy-efficient off-peak electric water heater, basic installation, disposal of old tank, and 60-month payment plan.
<b>\$150</b> for a new 50-79 gal. off-peak electric water heater.	Rheem Professional Classic: standard water heater with a 6-year
\$100 for a new off-peak heat pump or solar/electric water heater that's 50-gallon or larger.	manufacturer's warranty. 50/55 gal. (\$13/mo.)
Conversion bonus: Get an extra \$100 if you switch from gas to off-peak electric water heating.	Rheem Marathon:       water heater with a lifetime manufacturer's warranty.         50 gal. (\$20/mo.)       85 gal. (\$24mo.)         105 gal. (\$26/mo.)
New Home bonus: Get an extra \$100 when you build a home with off-peak electric water heating.	

### H2O Select Enrollment Agreement

Customer agrees to have Palmetto Electric Cooperative, (PEC) install an off-peak switch(s) on the electric water heating system at the above location. Customer understands program incentives will be awarded only if the water heating system meets the program Terms and Conditions.

Customer also understands that PEC shall have the right at reasonable times to inspect the system to insure proper operation and program compliance. Customer agrees to report any problem or necessary maintenance regarding the water heating system. Customer agrees to allow the off-peak switch(s) to remain a functioning part of the water heating system and to purchase electric energy from PEC for a minimum period of ten (10) years from the date enrolled in this program. If for any reason Customer removes the off-peak switch or ceases receiving electric energy from PEC for water heating or other home needs, Customer is no longer eligible to be enrolled in this program and any outstanding sums, advanced or loaned by PEC, together with interest, if applicable, shall immediately become due and payable to PEC. Palmetto Electric Cooperative may end or change this program without notice at any time.

I have read and understand the H2O Select Enrollment Agreement and agree to the Terms and Conditions set forth. I further understand that if I choose the Turn Key option a monthly fee will appear as a separate line item on my electric bill and will be included in the total amount due to Palmetto Electric.

		Email or Fax form to:	peci@palmetto.coop
Homeowner	Date		843-681-2256



Hampton: (803) 943-2211

Hilton Head: (843) 681-5551 Ridgeland: (843) 726-5551 Toll Free: 1-800-922-5551

New River: (843) 208-5551 www.palmetto.coop

### H2O Select®

Palmetto Electric Cooperative, Inc. ("PEC") is offering a residential off-peak water heating program ("H2O Select") to provide qualifying members the opportunity to receive rebates and or incentives for participating. The terms and conditions below ("Terms and Conditions") set forth the enrollment requirements and details related to rebates and incentives members may receive. By signing, member agrees to comply with and be bound by the Terms and Conditions.

### **TERMS AND CONDITIONS**

- 1. To qualify for a Rebate, Turn Key Option and other incentives under the H2O Select program, the service location must be serviced by Palmetto Electric Cooperative, Inc., and the customer must complete an enrollment application, allow an off-peak switch(s) to be attached to each water heater in the home and abide by the Terms and Conditions.
- 2. PEC will connect an "off-peak switch" when notified that a new tank has been installed. Customer must allow off-peak switches to remain a function ing part of the water heating system and purchase electric energy for water heating from PEC for a minimum of 10 years. Customer can receive maxi mum qualifying rebate only once per 10 year term. Rebates are paid per home, not per water heater. Customer can choose a rebate or Turn Key Option but not both. Turn Key Options have the rebate incentives built into the pricing.
- 3. If for any reason customer removes the off-peak switch or ceases receiving electric energy from PEC for water heating, Customer is no longer eligible to be enrolled in this program and any outstanding sums, advanced or loaned by PEC, together with interest, if applicable, shall immediately become due and payable to PEC.
- 4. Peak control periods: Water heaters will be cycled off with the off-peak switch as needed, up to 5 hours per day and averaging about 5 days per month.
- 5. A conversion bonus rebate is available for homeowners that converted from gas to electric water heating.
- 6. A new home bonus rebate is available for home builders that build a new home with H2O Select electric water heating. For a newly constructed home, rebate may be paid to either the general contractor, developer or homebuyer. New homes must comply with PEC **Installation Requirements**, see section 10.
- 7. PEC will provide free water heater repair service for each new water heater enrolled in the program as long as the off-peak switch remains installed. This service includes service calls, diagnostic inspection, and replacement of defective parts; limited to standard elements, thermostats, high temper ature limit switch, pressure relief valve, vacuum valve, drain valve, internal wiring and off-peak switch. After the first 60 months, parts coverage is limited to thermostats, off-peak switch and wiring. This service is transferable if the home is sold.
- 8. Customer must report any water heating problem or maintenance issue to PEC in order to receive the free water heater repair service.
- 9. Water heaters must comply with H2O Select installation requirements as well as all state and local codes.
- 10. **Installation Requirements:** Only new electric storage water heaters, 50 gallons or larger with elements maximum of 4500 watts will be accepted. Tank capacity needed is dependent on number of occupants, home size, and type of use (residence, vacation, or rental). Dual or multiple tank sys tems may be used to meet storage needs. Installations must meet local codes and program requirements. Permits may be required. Electric supply wire must be copper, size 10-2 AWG with ground, and connected to a 30-amp two pole breaker. An electric disconnect box is required at the water heater unless it is in line of sight from the main breaker panel. Hot and cold water lines should be insulated at least two feet from tank. Use of a cir culation loop pump is not recommend. Water heaters must not block access to electrical panels, HVAC units, or other equipment, and must be placed for easy access to element cover plates. The temperature and pressure relief valve must properly terminate into drain pan or outdoors. A drain pan and drain line is needed when a water heater is installed in a location where water leakage could cause damage. To prevent "rotten egg" smell from occurring, PEC recommends use of water heaters that do not have an anode rod. For closed plumbing systems, a thermal expansion device may be needed. PEC will connect the "off-peak switch" when notified that the new tank is ready.
- 11. Mobile home customers must own the land on which the home resides, and the home must be attached to a permanent foundation.
- 12. During the program term, PEC must be allowed to periodically inspect water heater(s) to insure proper operation and program compliance.
- 13. H2O Select Turn Key Option: PEC provides a new electric water heater (50 gallons or larger), "basic installation", disposal of old tank, and a 60-month payment contract that will be added to the electric account. This option is for replacement systems only. Customer must have a good payment history to be eligible for this option. Advance Pay customers are not eligible. If additional labor and materials are required to install tank beyond what is included in "Basic Installation," the customer will be notified in advance of the extra cost needed and given the option to agree or cancel. Please allow 1 to 4 weeks for tank installation. If the customer's account is closed for any reason during the 60-month term, the balance of the contract will become due upon the final account statement. Contract may not be transferred to another location or name except in the event of name change due to a change in marital status or death of a spouse.

Basic Installation will be completed by a professional plumbing contractor and includes the following scope of work:

- a) Delivery of a new water heater to the site.
- b) Disconnect old plumbing and wiring from the old tank.
- c) Drain and remove the old tank. (Leaking tanks may need air dry on site before complete removal.)
- d) Install a new drain pan if needed in the original tank location. Place new water heater in pan.
- e) Re-configure water lines for connection to height of the new water heater.
- f) Connect water lines to the new water heater and install accessories including a new water shut-off valve and if needed a thermal expansion device.
- g) Attach insulation on first two feet of water lines.
- h) Install new electric disconnect box if needed and the off-peak switch with wiring to the new water heater.
- i) Fill new tank with water and purge all air. Re-energize water heater and check for proper operation.
- j) Clean up installation area and haul away the old tank and any job trash.

**Basic Installation does NOT include any of the following:** water damage clean up, repairs to floor, walls, or ceiling, re-location of tank, installation or repairs to drain line for the drain pan, disassembly of the old tank needed for removal, removal of doors, trim, attic steps, appliances, etc. for access.

14. This program may end or change without notice at any time.

### Surge Guard<sup>®</sup> ORDER FORM

Protecting your electrical equipment from power surges

Name:	Date: Account Number: Phone Number: Email:
<b>Primary Surge Protection</b> * - First line of defense against pow	ver line surges.
Meter Based Surge Protection Device (MB-SPD) Up to 600 amps, 120/240v single phase	\$5.95/month (check here) 36 month minimum
<ul> <li>Communication Protection</li> <li>Communication Combo: up to four lines protected, Phone, Cable o</li> <li>Each single or additional Phone, Cable, or Internet line</li> <li><u>Point-of-Use Surge Protection</u> - Secondary protection for electron</li> </ul>	\$95 x
<ul> <li>Tripp Lite TLP810NET</li> <li>Tripp Lite HT706TSTAT or SK40RUSB</li> <li>Tripp Lite AV88SATG</li></ul>	\$29 x
<u>Uninterruptible Power Supply - UPS</u> - Temporary power for cr	
• Tripp Lite AVR550U	\$89 x x Total \$
Payment Instructions:       Installments:       I       I       III       (min. \$200 purchase)	ase for 12 installments.) <u>\$</u> /month

### Surge Guard Participant Agreement:

I have read and understand the Surge Guard Participation Agreement (see back) and agree to the terms and conditions set forth. Customer understands MB-SPD is not a lightning protection system or insurance, and under no circumstances will PECI guarantee performance against a direct or nearby lightning strike. I further understand that a monthly fee for the MB-SPD system plus fees for any additional SPDs selected will appear as a separate line item on my electric bill and will be included in the total amount due to Palmetto Electric for a minimum of 36 months. Customer received selected equipment.

		Customer's Signature	Date
OFFICE USE ONLY	Location #:	Meter	#:
Equipment Info	Grounding Inspec	tion MB-SPD	Recorded (please initial)
Date	Rod/Clamp	\$5.95	Marketing
ID #	Phone/Cable		Accounting
Model #	CLT TL	.т т	Billing
Installer	Notes		Other



Hampton: (803) 943-2211 • Hilton Head: (843) 681-5551 • New River: (843) 208-5551 Ridgeland: (843) 726-5551 • *Toll Free:* 1-800-922-5551 • www.palmetto.coop Hilton Head Fax: 681-2256 • New River Fax: 208-5553

### SURGE GUARD PARTICIPATION AGREEMENT

This agreement is between Palmetto Electric Cooperative, Inc. (PECI) and the customer-signer of this document. The Customer acknowledges that he/she understands and agrees to abide by these terms and conditions for a minimum of three (3) years. After the initial three (3) year period the agreement shall automatically be renewed on a month to month basis until terminated by either party.

- 1. Palmetto Electric Cooperative, Inc. shall install a Meter Base Surge Protector Device (MB-SPD), as well as other SPDs (phone, cable, etc.) that the customer selects and related materials at the service address.
- 2. Prior to installation of the MB-SPD, a PECI designated representative will inspect the home's external electrical grounding system to verify that a proper external safety ground exists at the service entrance. If the utility's representative should determine that any of the building's electrical grounding system or wiring is inadequate for the proper installation and operation of the MB-SPDs, PECI reserves the right to refuse installation until such time as necessary conditions are made correct.
- The MB-SPD can only be installed, serviced or removed by a PECI designated representative. The MB-SPD is an integral part of the sealed electric meter or adjacent equipment and shall remain the property of Palmetto Electric Cooperative, Inc. PECI may periodically inspect, perform maintenance, and/or upgrade MB-SPD as needed to ensure proper operation.
- 4. A monthly fee for the MB-SPD system plus fees for any additional SPDs selected will appear as a separate line item on your electric bill and will be included in the total amount due to Palmetto Electric. Non-payment of this fee will be considered the same as nonpayment of the customer's monthly electric bill and will entitle Palmetto Electric to discontinue electric service to the customer in accordance with established collection procedures. Payments must be current before any repairs, replacements, or warranty coverage will be in effect.
- 5. If the customer moves and/or closes his account, he may transfer this service to another location or cancel this agreement without penalty.
- 6. If the customer elects to discontinue this surge protection service (MB-SPD) prior to the term date, the customer will be required to pay an *Exit Fee* of \$100. Customer must submit a written request to cancel this service.
- 7. In all cases involving termination, PECI reserves the right to reclaim and retrieve the MB-SPD and related materials. If the surge protection service is terminated and the MB-SPD is left attached to the electric service, PECI disclaims all liability and warranty related to the MB-SPD after the termination.
- 8. PECI reserves the right to terminate the Surge Guard Program and this agreement within 30 days of written notice. Furthermore, PECI reserves the right to modify this offering at any time.
- 9. In the event of any problem or failure of the installed MB-SPD, the customer shall notify PECI. PECI or it's agent may inspect all damaged appliance(s), premise's wiring, and any other electrical equipment located at the premises.
- 10. Any warranties provided are from the MB-SPD and other SPD manufacturers (available upon request) and are provided to the customer for as long as the service remains in effect. The manufacturer's warranties do not cover nor will PECI be responsible for damages resulting from near direct lighting strikes or interruptions of electric service. PECI makes no warranties, expressed or implied, regarding the installation or function of any of the SPDs. The customer understands that the MB-SPD is strictly a power line surge suppressor and will not prevent damage from power surges which enter the building through telephone wires, cable or satellite television wires, antennas, outside branch circuits or other paths or from prolonged over or under voltage events. The customer shall hold PECI harmless in connection with the operation, service, and installation of all SPDs. Customer shall hold PEC harmless for the cost of any service call from the phone or cable company that relates to an SPD. In the event the protective effectiveness of the MB-SPD should be interrupted or fail for any reason, PECI's obligation shall be to repair or replace the MB-SPD(s) in accordance with this agreement. Such interruption or failure shall not constitute a breach of this agreement, nor shall PECI, it's officers, directors or employees be liable to the customer or to third parties for any damages which might result from such interruption or failure.
- 11. Customer understands MB-SPD is not a lightning protection system and under no circumstances will PECI guarantee performance against a direct or nearby lightning strike. Customer acknoledges that Surge Guard is NOT an insurance program.

\* Electric meter or main disconnect as well as the telephone, cable, or satellite connection points must be located on the exterior of the building. All primary protection options include installation and a grounding inspection.

### CHAMP repair plans can save you TIME and MONEY.

CHAMP relieves you from expensive repair bills and eliminates the hassle of finding qualified, reliable contractors. CHAMP offers peace of mind that traditional protection plans cannot. With even more protection options now available, CHAMP can meet all of your needs.

### We've got you covered!

With CHAMP, you can choose from a comprehensive suite of UtilityShield products designed to meet your needs. If a protected utility line, HVAC unit, appliance, or water heater fails during normal use and operation, you can count on us to cover the cost of the repairs<sup>+</sup>. And, there are **no cancellation fees to worry about.** 

\*Outside Utility line responsibility begins where each service provider defines those connections. \*Amount of costs covered may be dependent upon plan limitations listed in your service agreement.

\$7.50/mo\$14.95/mo\$22.95/mo\$34.95/moAll inside electric, water, sewer, and gas lines.All inside and outside electric, water, sewer, and gas* lines.Water heater, heat pump, air conditioner and furnace.All inside and outside utility lines; HVAC systems, and water	Protection Protection	
sewer, and gas lines. electric, water, sewer, and gas* lines. dir conditioner and furnace. systems, and water	\$14.95/mo \$22.95/mo \$34.95/mo \$24.95	<b>5</b> /mo
heater.	electric, water, sewer, and gas* lines. air conditioner and furnace. utility lines; HVAC appliance systems, and water your was heater. fridge, rate	rour major es, including her, dryer, nge, oven, & dishwasher.
No Service Fee No Service Fee No Service Fee	No Service Fee         No Service Fee         No Service Fee         \$50 Service	ice Fee

 ENROLL TODAY!
 800.223.5317 Call us to enroll
 MAIL Sign & send this card in the mail.
 palmetto.coop Visit to learn more.

Select **only one** option below:

If you sign this card, but do not select an option, you will be enrolled in Complete Home Protection.

INSIDE LINE PROTECTION	<b>\$7.50</b> /mo
TOTAL LINE PROTECTION	<b>\$14.95</b> /mo
HVAC SYSTEMS PROTECTION	<b>\$22.95</b> /mo
COMPLETE HOME PROTECTION	<b>\$34.95</b> /mo
APPLIANCE PROTECTION	<b>\$24.95</b> /mo





No need for payment now, just sign and send this card in the mail. Your low monthly fee will be added to your Palmetto Electric bill.

EMAIL ADDRESS
NAME
ACCOUNT NUMBER
SERVICE ADDRESS

SIGN HERE

By requesting enrollment, I understand UtilityShield is a service agreement and not an insurance policy. Further, I authorize Palmetto Electric to place my UtilityShield charge on my Palmetto Electric bill.

### PALMETTO ELECTRIC COOPERATIVE, INC. METER SOCKET SPECIFICATIONS

- All Meter Sockets to be Ringless. All Meter Sockets Must be UL Approved. All Latches to be Stainless Steel. Enclosure to be 14 gauge, galvanized steel. Listed Dimensions are Minimums. £666

# 100 AMP SINGLE PHASE RESIDENTIAL - COMMERCIAL -TEMPORARY SERVICE

ENCLOSURE MATERIAL	GAL. STEEL							
BY PASS	NONE							
NO. OF TERMINALS	4							
HUB	2"/ Blank							
٥	<mark>3.3</mark>	4.375	3.6	3.3125	3.313	4.8	4.8	4.8
DIMENSIONS (IN) H	11	14	11.7	11.5	11.5	31.7	31.7	31.7
>	ω	÷	æ	8	œ	14.1	14.1	14.1
CONNECTOR TYPE	<mark>#8 – 2/0 Lay-In</mark>	#8 – 2/0	#14 – 2/0	#8- 2/0	# 6- 2/0	#8- 2/0	#8 - 2/0	#8 - 2/0
SERVICE	OH/UG	T-RS101B	UAT111-0G	U7487-RL-TG	U8435-XL-TG-HSP	TSMR015CSGP	TSMR815CSFLFMG	TSMR415CSCUGP
CONT. AMP RATING	<mark>100</mark>	Durham	Landis+Gyr	Milbank	Milbank	GE	GE	GE

### 200 AMP SINGLE PHASE RESIDENTIAL SERVICE

ENCLOSURE MATERIAL	<mark>GAL. STEEL</mark>						
ENCL	GAL.						
BY PASS	NONE						
NO. OF TERMINALS	4						
HUB	2"/ Blank						
٥	<mark>4.5</mark>	4.5	N/A	4.8	4.8	4.8	4.8
DIMENSIONS (IN) H	<mark>20</mark>	20	N/A	31.7	31.7	31.7	34.4
N	<mark>11</mark>	12	N/A	14.1	14.1	14.1	14.1
CONNECTOR TYPE	<mark>3/8" STUD</mark>						
SERVICE	OH/NG	1001989	N/A	TSMR020CSGP	TSMR420CSCUGP	TSMR820CSFLFMG	TSMR2020CSCUFMG
CONT. AMP RATING	<mark>200</mark>	Durham	Milbank	GE	GE	GE	GE

### Revised 01/10/2019 RR

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ENCLOSURE MATERIAL	GAL. STEEL				
BY PASS	LEVER BYPASS WITH JAW RELEASE				
NO. OF TERMINALS	4				
HUB	2"/ Blank				
	-	55		5	
	<mark>4.8</mark>	5.625	5.1	4.875	
DIMENSIONS (IN) H	<mark>1</mark>	27	19	28.25	
×	Ŧ	16	13	13	
CONNECTOR TYPE	3/8" STUD				
SERVICE	OH/UG	H4230C	42504-025	U9865-RRL	
CONT. AMP RATING	200	Durham	Landis+Gyr	Milbank	

## 320 AMP SINGLE PHASE RESIDENTIAL / COMMERCIAL SERVICE

	SERVICE	CONNECTOR TYPE	N	DIMENSIONS (IN) H	۵	HUB	NO. OF TERMINALS	BY PASS	ENCLOSURE MATERIAL
	OH/NG	3/8" STUD	<mark>15</mark>	<mark>31</mark> -	<mark>5.0</mark>	4" /Blank	4	LEVER BYPASS WITH JAW RELEASE	GAL. STEEL
	T-H4330		15	36.625	5.6875				
	48104-02RG		16	31	5.0				
	U2448-X		17.75		6.5				
USC	U5059-X-2/200-K3L		15		4.84				
TS	TSDR830CFCUGP		30.72	33.11	6.49				
TS	TSDR840CFCUGP		30.72		6.49				

# 200 AMP POLYPHASE 120-208 volts RESIDENTIAL / COMMERCIAL SERVICE

CONT. AMP	SERVICE	CONNECTOR		DIMENSIONS (IN)		HUB	NO. OF	BΥ	ENCLOSURE
RATING		TYPE	8	н	٥		TERMINALS	PASS	MATERIAL
200	OH/NG	3/8" STUD	<mark>13</mark>	<mark>19</mark>	4.8	3"/ Blank	7	LEVER	GAL. STEEL
					í			<b>BYPASS WITH</b>	
								<b>JAW RELEASE</b>	
Durham	T-H7230		16	27	5.625		r.		
Landis+Gyr 42507-025	42507-025		13	19	5.2				
Milbank	U9761- RRL		13	28.25	4.875				
Revised 01/10/2019 RR	/10/2019 R	н							

CONT. AMP SERVICE	SERVICE	CONNECTOR		DIMENSIONS (IN)		HUB	NO. OF	BΥ	ENCLOSURE
RATING		TYPE	N	н	۵		TERMINALS	PASS	MATERIAL
200	OH/NG	3/8" STUD	13	19 19	4.8	3"/ Blank	7	LEVER	GAL. STEEL
								<b>BYPASS WITH</b>	
								<b>JAW RELEASE</b>	
Durham	1007371		13.5	35	5.75				

## 320 AMP POLYPHASE RESIDENTIAL / COMMERCIAL SERVICE

CONT. AMP	SERVICE	CONNECTOR		DIMENSIONS (IN)		HUB	NO. OF	BΥ	ENCLOSURE
RATING		TYPE	M	Н	D		TERMINALS	PASS	MATERIAL
320	OH/NG	3/8" STUD	19	34	9	4" /Blank	4	LEVER	GAL. STEEL
					ţ		t	<b>BYPASS WITH</b>	
								JAW RELEASE	
Durham	T-H7330		20	39.875	6.5				
Landis+Gyr 48707-02	48707-02		20	34	9				
Milbank	U2594-X		19	34.125	6.5				

## 200 AMP SINGLE PHASE MOBILE HOME SERVICE

COMBINATION METER SOCKET AND 200 AMP DISCONNECT ASSEMBLIES ARE VERY POPULAR AND MAY BE USED FOR MOBILE HOME APPLICATIONS. THE COMBINATION ASSEMBLY MUST BE RINGLESS.

