


Horry Electric Cooperative, Inc.

A Touchstone Energy® Cooperative 

Service Rules and Regulations

03-11-16

These Rules and Regulations are applicable to all applicants for membership to obtain electric service with Horry Electric Cooperative. The Cooperative will supply electric service to prospective member-owners under the standard form of application, service agreement or contract and based on the applicable rate schedule and these service regulations.

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by action of the Cooperative's Board of Trustees. Approved changes shall become effective immediately unless otherwise indicated and shall be posted on the Cooperative website.

Purpose:

This document does not constitute a contract between Horry Electric Cooperative and the membership, but rather should be used as an explanation to better interpret the application of membership, distribution of electricity, services offered to the membership, and requirements for power from the Cooperative.

As a Member of Horry Electric Cooperative, you are both a customer and an owner of the Cooperative. Membership can be obtained by any persons who request power, on a nondiscriminatory basis, who follow the application processes as set forth by the Bylaws of the Cooperative.

Mission Statement:

Horry Electric Cooperative, Inc. is a non-profit, member-owned organization providing information and energy-related services on a fair and equitable basis.

Statement of Nondiscrimination:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating on the basis of race, color, national origin, age, or disability. Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed complaint form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, S.W.
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

C o n t a c t I n f o r m a t i o n :

Horry Electric Cooperative operates in Horry County, South Carolina. The main office is located at 2774 Cultra Road in Conway, South Carolina. There is district office located at 5889 Highway 707 in Socastee, South Carolina.

Offices are open for business Monday through Friday, 8 a.m. until 5 p.m. Telephone, fax or email communications outside of regular office hours will be responded to as quickly as possible the following business day.

A complete list of contact information can be found on www.horryelectric.com.

Important Phone Numbers:

Main: 843.369.2211

Power Touch (to report outages or emergencies): 843.369.2212

Call Before You Dig: 811 or 888.721.7877

Mailing address for bill payments:

P. O. Box 119
Conway, SC 29528-0119

Service Rules and Regulations

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Service Rules and Regulations

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These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by action of the Cooperative's Board of Trustees. Approved changes shall become effective immediately unless otherwise indicated and shall be posted on the Cooperative website.

100- ELECTRIC SERVICE AVAILABILITY

101- APPLICATION FOR MEMBERSHIP

Any person, firm, association, corporation or body politic, or subdivision thereof, desiring electric service shall sign a written application for membership and electric service and pay a \$5.00 membership fee together with a \$20.00 service connection fee, \$5.00 application fee, and any service security deposit that may be required by the Cooperative. In this application, the member shall agree to purchase from the Cooperative all electric energy purchased for use on the premises and to be bound by the Cooperative's Articles of Incorporation and Bylaws and all Rules, Regulations and Rate Schedules established pursuant thereto. Upon termination of membership, the membership fee and any security deposit, if required, will be applied against any unpaid balance owed the Cooperative or refunded. Before service can be established, verification of ownership (copy of deed or paid property receipt) or a landlord rental agreement must be furnished to Horry Electric Cooperative, Inc.

102- SERVICE SECURITY DEPOSIT

A service security deposit may be required from each member or prospective member.

RESIDENTIAL SECURITY DEPOSITS: For primary residential accounts, no deposit is required if credit history is returned "approved" by a member credit reporting database (Green). A minimum \$200.00 deposit is required if credit history is returned "caution" by a consumer credit reporting database (Yellow). A maximum deposit is required which will be calculated on the greater of twice the highest month's bill at the location over the last 12 months or \$200.00, if credit history is returned "negative" by a consumer credit reporting database (Red). Deposits may be waived for those who have an acceptable

credit score.

COMMERCIAL SECURITY DEPOSITS: New Commercial deposits will be the greater of the square footage multiplied by \$0.70 or \$250 per meter. Horry Electric retains the right to base deposit charge on the use of a like facility if expected use is greater than the calculated \$0.70 per square foot. Existing Commercial deposits will be the greater of twice the highest month's bill at the location over the last 12 months or \$250 per meter.

DEVELOPER/CONTRACTOR RESIDENTIAL SECURITY DEPOSITS: New location deposit will be \$250 per meter. Existing location deposit will be the greater of twice the highest month's use at the location over the last 12 months or \$250 per meter.

HOME-OWNER'S ASSOCIATION SECURITY DEPOSITS: New location deposit will be \$250 per meter. Horry Electric retains the right to base deposit charge on the use of a like facility if expected use is greater. Existing location deposit will be twice the highest month's bill at the location over the last 12 months or \$250 per meter. Security light deposits will be the greater of the two highest consecutive bills or \$1,000.

BULK TOBACCO BARN SECURITY DEPOSITS: If the applicant is a current Horry Electric Cooperative member, the security deposit will be determined based upon the credit rating of the member's master account. The deposit for a good credit rating will be waived and all other ratings will be charged a \$250 deposit per barn. If the applicant is not a current member of Horry Electric, the deposit will be \$1,000 per barn. If the bulk barn service is disconnected for nonpayment, a new or additional deposit of the greater of twice the highest month's bill at the location over the last 12 months or \$1,000 per barn may be required.

LARGE POWER SECURITY DEPOSITS: Deposits will be determined by information provided to engineering based upon structure size and transformer capacity.

INDUSTRIAL SECURITY DEPOSITS: Deposits will be determined by information provided to engineering based upon structure size and transformer capacity.

Deposits shall not ordinarily be more than the member's estimated/actual power bill for the two highest consecutive month's service, except when service is being furnished on the basis of a written contract or when the Cooperative determines that a higher amount is necessary due to some unusual circumstance.

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

1. Type of service involved
2. Risk involved in a new business enterprise. In the case of Limited Liability Corporations (LLC's) or Limited Liability Partnerships (LLP's), it will be at the discretion of the cooperative to require personal guarantees from all partners in addition to the required deposit.

3. Reputation of the involved premises
4. Credit rating of the member
5. History of connects, disconnects, and reconnects at the involved premises or for the involved member, and
6. Any other factors having a realistic bearing on the member's financial dependability

Should a member's pay practice reflect a credit risk, such as two (2) returned checks, two (2) consecutive arrears, or more than two (2) nonconsecutive arrears in the past twelve (12) months, the Cooperative may require an existing deposit to be increased up to the member's estimated power bill for the two (2) highest consecutive months service.

A service security deposit will be required from each member or prospective member with the following exceptions:

1. Deposits may be waived for those who have an acceptable credit score.
2. Where security is required, large commercial or industrial accounts will be required to post a cash security deposit. Waivers may be allowed on certain large commercial or large power loads.

Should a member who does not have an active deposit have service terminated for nonpayment or fraudulent use, the member may be required to pay the delinquent bill and applicable service charges before having service restored. In addition to the service charges, a new or additional deposit may be required which, if not collected upon re-connection, may be billed to member. Arrangements will be required by the member.

Service security deposits shall be refunded by the Cooperative as follows:

1. Residential Account - after a maximum of sixty consecutive months provided the member has established a good credit rating and has paid all amounts owing to the Cooperative.
2. Commercial Account- deposit will be held by the Cooperative for the life of the active account.
3. Upon a member's termination of service in good standing (either as check or as credit to one's final bill).

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

COLLECTIONS: If an unpaid balance is left on a member's account, and it becomes necessary for the Cooperative to collect the unpaid balance through an attorney or a collection agency, then the member will be responsible for any and all attorney fees and /or collection fees.

In order for the Cooperative to service and collect on the member's account, the member agrees that the Cooperative, its affiliates, or assigns, may contact the member via telephone through any telephone number associated with you or your account, including wireless telephone numbers, which could result in charges to the member. The member also agrees that the Cooperative, its affiliates, or assigns may contact the member through text messages or emails using any email address or telephone number provided to the cooperative,

103- SERVICE INTERRUPTIONS

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

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

Whenever service is interrupted for work on lines or equipment, such work shall be done, as far as practicable, at a time that will cause the least inconvenience to the member.

104- STANDBY POWER

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

105- RESALE OF POWER

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

106- OFFICE AND SERVICE HOURS

The Cooperative's principal office is at Conway, South Carolina. A district office is

maintained in the Socastee area of Myrtle Beach, South Carolina. The offices are open for business between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday.

Applications for electric service that require only the setting of a meter that are received by 5:00 P.M. will have next day service provided for the member at no cost. Applications requesting same day service will be charged a \$50 Same Day Service Charge. Applications for same day service received after 5:00 P.M. will be charged a \$50 Same Day Service Charge Fee as well as a \$25 After Hours Service Charge. Service work for unusual conditions or circumstances may be arranged at other times upon request. Emergency service work is performed 24 hours a day, seven days a week.

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

200- GENERAL EXTENSION

- a. All of the provisions of this policy shall be met.
- b. All easements shall be granted and shall be recorded prior to start of construction.
- c. Ingress and egress will be provided along the entire length of right-of-way.
- d. Easements will be contiguous and in alignment with the length of any run of right-of-way from point of entrance to back lot line to point of exit from back lot line.
- e. Easement, right-of-way along back or side lot line will be in addition to any drainage or sewer easement that parallels power lines.
- f. Fences shall not be erected along cable runs, as stated in recorded easement.
- g. Ample working space will be provided at all equipment locations and cable runs for operation and maintenance of systems, with access to a roadway provided for machinery to install or remove apparatus.
- h. Fenced yards shall have access gates of sufficient size to permit material handling equipment necessary in the operation and maintenance of the electric system.
- i. Areas will be provided by the owner or developer for the installation of all necessary equipment with access as deemed necessary by the Cooperative.

- j. Meter locations shall be spotted by Cooperative personnel and shall be accessible at all times for the purpose of servicing and reading.
- k. Provisions of the Underground Extension Policy and/or Underground Extension Contract shall be incorporated into the restrictive covenants of the development.

201- EXTENSION CLASSIFICATION - OVERHEAD EXTENSION

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

A. Permanent Establishments

1. Residence - Single or Three Phase Service

This classification includes permanent residences requiring single phase electric service on a permanent year round basis. Permanent, over-head single-phase electric service facilities will be constructed by the Cooperative in the most economical way at no charge to the member. If the member desires to modify or re-route the designated extension, a contribution-in-aid of construction fee will be required. No three phase service will be provided to single-family residential service unless approved by Horry Electric in advance. A mobile home shall be defined as a permanent residence when the property is owned by the occupant, and/or has an approved water and sewer system and the mobile home installation is approved by the Cooperative.

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

2. Public Buildings and Churches

This classification includes permanent public buildings and churches. Permanent single-phase or multi-phase overhead electric service facilities will be extended up to 300 feet at no charge for each establishment or member. Contribution-in-aid of construction will be required for any excess of 300 feet. For extension beyond 300 feet, the Cooperative may require a written agreement.

3. Commercial and Industrial Establishments and all Three-phase Services

This classification includes permanent commercial and industrial establishments. Permanent overhead single-phase electric service facilities or three phase overhead

secondary lines will be extended up to 300 feet at no charge for each establishment or member. A payment in aid of construction will be required for any excess of 300 feet. For extension beyond 300 feet, the Cooperative may require a written agreement.

B. Mobile Home

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

C. Temporary Service

Temporary service will be furnished for construction or other purposes. Unless the member expects to take permanent service from the Cooperative, a non-refundable charge may be required for the installation of each temporary service. This non-refundable charge is to be in addition to the membership fee and service security deposit. The minimum non-refundable charge shall be \$100.00. Applications for temporary service requiring the extension of facilities shall be handled on an individual basis.

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

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

D. Seasonal Establishments

Service will be extended to establishments used on a seasonal basis under the same conditions as provided for in Section 201-A-3. Where member disconnects service at the end of the season and request a reconnection within 12 months of such disconnection, in addition to the normal reconnection fee, the member will be required to pay the monthly facility charge and/or minimum monthly bill (as appropriate under the applicable rate) for the number of months for which service has been disconnected.

**E. Supplemental Commercial and Farm Establishments
(i.e. Chicken Houses, Barns, and Pig Parlors)**

Single-phase and three-phase electric service facilities will be extended as provided for in Section 201-A-3.

F. Agricultural Irrigation Service

Applicable to members for irrigation service of more than 20 horsepower. Service is available in all of the Cooperative service area near lines of adequate capacity and is subject to the Cooperative's Service Rules and Regulations, and subject to the execution of a 5 year contract for service between the Cooperative and the member. Electric service facilities will be provided only upon payment in advance of construction of a contribution-in-aid of construction for the entire cost of the primary extension required to provide service, plus the cost of any distribution feeder or substation upgrades as may be necessary to provide the requested service. A minimum monthly charge will be required for the 5 year contract period and each subsequent year that shall be the sum of the Facility and Capacity charges as specified in Rates 24-27.

G. Supplemental Loads

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

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

These supplemental loads, which include but are not limited to subdivisions and mobile home parks, will require a payment in advance of construction of a contribution-in-aid of construction for the primary extension required to provide service, plus the cost of any distribution feeder or substation upgrades as may be necessary to provide the requested service. The Cooperative may require a written agreement.

202- EXTENSION CLASSIFICATION - UNDERGROUND SERVICE

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

A. Residential Service

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

overhead primary service, upon the following terms and conditions:

1. Underground service (including underground primary and service laterals) will be provided upon payment of a contribution-in-aid of construction, per service or per lot, based on the amount of primary extension per lot, in excess of the allowance provided for in the tables of primary extension allowances, for various home sizes, appliance stocks, and number of members per transformer, shown on pages 1-6 (Underground Primary and Secondary) of Attachment 2, hereto, Line Extension Allowances, which may be revised from time to time to reflect current construction costs and other appropriate factors. Such charge shall be equal to the excess footage, beyond the allowance as provided in the appropriate table in Attachment 2, times the charge per foot for underground primary installation in a subdivision, as provided on Attachment 1 hereto, "Schedule of Charges for Underground Service". Should the average length of the secondary service exceed the amount as provided on the above referenced tables in Attachment 2, an excess charge per service shall apply equal to the excess service length times the charge per foot, as provided on Attachment 1. Where the characteristics of a development meet the criteria provided on the table in Attachment 2, hereto, the charges for underground service will be as provided in such table, which has been developed from the tables in Attachment 2, for simplification.

In any event, though, the minimum charge for underground service, per service, will be not less than the amount shown on the attached referenced tables in Attachment 2.

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

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

the same. The owner or developer may be required to have the easements, rights-of-way, and all streets, alleys, sidewalks, and driveway entrances graded to final grade, and should have lot lines established before staking and construction of the electrical system begins.

6. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer agreeing to pay the Cooperative the estimated additional cost incurred thereby or by written agreement.
7. The Cooperative shall have the option of placing transformers above ground on pads of its specifications and/or design, or underground, and in enclosures of its specifications and/or design as the Cooperative in its sole discretion may determine to be practicable.
8. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the owner or developer and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damages. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.
9. The owner or developer may be required to pay all costs incurred in cutting through, replacing pavement, or boring under pavement within the development.
10. Member or developer will provide ingress and egress to the Cooperative at all times to inspect, maintain, replace or repair the Cooperative's facilities. The Cooperative shall not be responsible for landscaping area or repairing fences installed within the Cooperative's right-of-way easement.

B. Residential Areas with Existing Overhead Primary

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

1. Where the service drop does not require more than 250 feet of service cable, the Cooperative may install the service underground. A payment in aid of construction of \$1.00 per foot of ditching is required or \$200.00, whichever is greater.

2. Where the installation requires more than 250 feet of service cable, the owner or developer may be required to make a non-refundable contribution at the Cooperative's standard cost per foot for underground primary service, as provided in Attachment 1 to Board policy No. 519, hereto.
3. The owner or developer may be responsible for the cost of cutting through and replacing pavement within the development.
4. The type of construction and the location of said facilities will be at the option of the Cooperative. Should the owner or developer desire changes in either location or type of construction, such installations will be made only upon the owner or developer agreeing to pay to the Cooperative the estimated additional cost incurred thereby.
5. Shrubs, trees and grass sod requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the Cooperative and/or its subcontractors harmless against any claims for such damages. It will be the responsibility of the owner or developer to reseed and/or maintain the trench cover.

C. **Conversion of Service Drops**

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

1. The owner will be required to pay the removal cost of the existing overhead service, at the rate per secondary or service span as provided on Attachment 1 to Board policy No. 519, hereto.
2. Upon payment of the removal charge, the installation of the underground service will be governed by the provisions of Paragraph "B" above ("Residential Areas with Existing Overhead Primary").
3. Any expense incurred in relocating the member's service entrance facilities to accommodate the underground service drop shall be borne by the member.

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

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

E. **Public Buildings**

Underground service may be furnished, upon request, to new schools, churches, community halls, fire stations and other structures not privately owned but dedicated to the public use and benefit, in accordance with the provisions set forth in Sections A, B, and C, or when, as determined solely by the Cooperative, it is in the best interest of the Cooperative. Contribution-in-aid of construction required herein may be waived only upon the approval of the Vice President and CEO or his designee.

F. **Agricultural Irrigation Service**

Underground service may be furnished, upon request to irrigation loads served hereunder in accordance with the provision of the Cooperatives Policy Bulletin No. 519, Line Extension Policy. Service to irrigation loads will be provided only upon payment in advance of construction of a contribution-in-aid of construction for the entire cost of the primary extension required to provide service, plus the cost of any distribution feeder or substations upgrades as may be necessary to provide the requested service.

203- STANDARD SUPPLY VOLTAGE

One system of alternating current, 60 hertz, is supplied throughout the Cooperative's system.

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

The standard secondary voltages described below are nominal.

Single-phase, 3-wire, 120/240 volts

Three-phase, 120/208 volts

Three-phase, 120/240 volts

Three-phase, 277/480 volts

Voltages other than those listed above may be supplied when agreed to by the Cooperative's Engineering Department and a written contract will be required for special voltage.

The standard primary voltages described below are nominal.

Single-phase, 2 wire; 7,200; 13,800; 14,400 volts

Three-phase, 4 wire; 7,200/12,470; 13,800/23,940;

and 14,400/24,900 volts

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

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

300- SERVICE CONNECTIONS, MEMBER WIRING, MEMBER EQUIPMENT

301- SERVICE CONNECTIONS

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

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

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

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

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

302- GENERAL WIRING REQUIREMENTS

Each member shall make available to the Cooperative a suitable site, as determined by the Cooperative, whereon to place the Cooperative's physical facilities for the furnishing and metering of electric service and shall permit the Cooperative's authorized employees, agents and independent contractors to have access thereto for inspection,

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

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

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

303- MEMBER EQUIPMENT

A. Electric Motors

The Cooperative should always be consulted on motor installations larger than 7.5 HP. The maximum permissible size depends upon the member's location on the distribution system and the capacity of the circuit.

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

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

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

B. Electric Generators

Where auxiliary or breakdown service is installed by the member to provide emergency

power, parallel operation of the member's generating equipment with the Cooperative's system will not be allowed. A double throw switch must be used to prevent possible injury to the Cooperative workmen by making it impossible for power to be fed back into the main line from the emergency generator. Not applicable if service is on rates LPS-CP or SCH-CP.

C. **Electric Welders and Miscellaneous Devices**

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

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

D. **Member Responsibility**

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

304- POWER FACTOR CORRECTION

The maintenance of high power factor is of primary importance in the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factor unfavorable to both the Cooperative and the member.

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

305- MULTIPHASE SERVICE

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

400- MEMBER RATE CLASSIFICATIONS

REGULAR RESIDENTIAL SERVICE - RATE SCHEDULE "RS" RATE 1/4 or 2/5

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

RESIDENTIAL SERVICE – ADVANCE PAY RATE 3/6

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

GENERAL SERVICE RATE SCHEDULE – “GS” Rate 10/11 or 12/13

Applicable to all single-phase non-residential members supplied through one meter. Applicable to all multi-phase non-residential members whose service requirements necessitate the installation of 74 kVA or less transformer capacity. The capacity of individual motors served under this schedule shall not exceed seven and one half (7½) horsepower or twenty-five (25) horsepower multi-phase, without consent from the Cooperative.

RESIDENTIAL AND GENERAL SERVICE NET METERING RIDER – Rate 7/8

This rider is in conjunction with the Cooperative's Residential Rates 1/4 and 2/5 and the Cooperative's General Service Rate 10/11 and 12/13. 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. The 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.

TOBACCO BARN SERVICE RATE SCHEDULE – “TB” RATE 20 or 22

Applicable to members with tobacco barns supplied through one meter. The capacity of individual motors served under this schedule shall not exceed ten (10) horsepower without consent from the cooperative.

IRRIGATION SERVICE RATE SCHEDULE – “I” RATE 24/25 OR 26/27

Available in all of the Cooperative’s service area near lines of adequate capacity and is subject to the Cooperative’s Service Rules and Regulations, and subject to the execution of a contract for service between the Cooperative and the member.

Applicable to members for irrigation service of more than 20 horsepower. This is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative. Due to the experimental nature of this schedule, the Cooperative may deem it necessary to reevaluate this schedule, particularly with respect to the on-peak and off-peak periods and the pricing for on-peak and off-peak demand and reserves the right to revise, eliminate, or close this schedule to new members.

LARGE POWER SERVICE RATE SCHEDULE “LP” RATE 40

Applicable to all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage, and where the required transformer capacity is 75 kVA or greater. The capacity of individual motors served under this schedule shall not exceed twenty-five (25) horsepower without consent from the Cooperative. This rate is applicable only to non-residential members not eligible for service under one or more of the Cooperative's other rate schedules.

LARGE POWER SERVICE COINCIDENTAL PEAK RATE SCHEDULE “LPS-CP” MULTI-PHASE RATE 41

Applicable to large power members only on a voluntary and limited basis at the Cooperative's option, for all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage. The capacity of individual motors served under this schedule shall not exceed

twenty-five (25) horsepower without consent from the Cooperative. This rate is applicable to members requiring 75 kVA transformer capacity or more, but not more than 5,000 kilowatts demand. This is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative.

**ALTERNATIVE SCHOOL SERVICE COINCIDENTAL PEAK RATE SCHEDULE
"SCH-CP" MULTI-PHASE RATE 42**

Applicable to school loads, which would otherwise be served under the Cooperative's Large Power Rate Schedule (Schedule LP) only on a voluntary and limited basis at the Cooperative's option, for all electric service of one standard secondary voltage required on member's premises, delivered at one point and metered at or compensated to that voltage. The capacity of individual motors served under this schedule shall not exceed twenty-five (25) horsepower without consent from the Cooperative. This rate is applicable to members requiring 75 kVA or more of transformer capacity, but not more than 5,000 kilowatts demand. This is an experimental rate and may be charged or discontinued at any time solely at the discretion of the Cooperative.

**ELECTRIC VEHICLE CHARGING SERVICE RATE SCHEDULE "EV" RATE
60/601/603 or 62/621/623**

Applicable for charging of electric vehicles where all or substantially all electric service (as determined solely by the Cooperative) is used for charging electric vehicles (example: golf cart charging at golf courses). This is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative. Due to the experimental nature of this schedule, the Cooperative may deem it necessary to reevaluate this schedule, particularly with respect to the on-peak and off-peak periods and the pricing for on-peak and off-peak use and reserves the right to revise, eliminate, or close this schedule to new members.

ELECTRIC VEHICLE CHARGING SERVICE RIDER "EVR" RATE 64/641/643

This rider is applicable to portions of electric service provided under one or more of the Cooperative's other standard rate schedules. Service provided hereunder will be "sub-metered" in accordance with the Cooperative's specifications subject further to the availability of suitable metering equipment for measurement of service provided hereunder. The cost of installing "sub-metering" will be the member's responsibility, except that the Cooperative will provide and install an appropriate meter for service to be provided hereunder.

This is an experimental rate and may be changed or discontinued at any time solely at the discretion of the Cooperative. Due to the experimental nature of this schedule, the Cooperative may deem it necessary to reevaluate this schedule, particularly with respect to the on-peak and off-peak periods and the pricing for on-peak and off-peak use and reserves the right to revise, eliminate, or close this schedule to new members.

RESIDENTIAL DEMAND SERVICE RATE SCHEDULE “RD” RATE 70 or 72

Applicable to residential members supplied through one meter, to any residential member known to have an electric tank-less water heater, of any size, in use within the premises. If, at the Cooperative's option, a member is placed on this rate and after twelve consecutive months of service, the Cooperative determines that any electric tank-less water heater within the premises has been permanently disabled and removed, the Cooperative may remove the member from this rate and place member under the Cooperative's other appropriate residential rate. It is the responsibility of the member to notify the Cooperative of any change in status and a visual inspection to verify removal of the tank-less system and replacement with a standard electric water heater will be required. Power and energy delivered to each member, hereunder, shall be separately metered, and shall include energy used for incidental purposes. The capacity of individual motors served under this schedule shall not exceed seven and one-half (7 ½) horsepower, or twenty-five (25) horsepower multi-phase without consent from the Cooperative.

RESIDENTIAL NET METERING TIME-OF-USE RETAIL SALES RATE SCHEDULE “R-NM-TOU” RATE 80/801/803

This schedule is applicable for all demand and energy furnished by the Cooperative to residential members who operate an Eligible Generation Source as defined herein. Service provided hereunder is on a first-come, first-served basis as a pilot program conducted jointly by the Cooperative and its power supplier, Central Electric Power Cooperative, Inc., (“Central”), subject to the General Conditions set forth in Policy Bulletin No. 508 – Rate 80/801/803, and further subject to modification or discontinuation at the Cooperative's discretion. Services purchased hereunder shall be metered and billed separately by single-member load.

Residential members participating in this pilot program (“Members”) are limited to private residences, single family dwelling units, and farms that are concurrently receiving electric service from the Cooperative and where photovoltaic, wind-powered, micro-hydro, biomass-fueled, or other Cooperative-approved renewable generation source of energy (“Eligible Generation Source”) is installed on the Member's side of the delivery point, for the Member's own use, interconnected with and operated in parallel with the Cooperative's distribution system.

This schedule is only applicable for installed single-phase generation systems that comply with the Cooperative's then current “Standard for Interconnecting Small Generation 100kW or less with Electric Power Systems” (“Interconnection Standard”), which may be modified by the Cooperative from time to time. The Nameplate Rating of the Member's installed generation system and equipment must not exceed the actual or estimated maximum monthly kilowatt (kW) demand of the residence or 50kW, whichever is less.

**COMMERCIAL NET METERING – TIME OF USE RETAIL SALES RATE SCHEDULE
“C-NM-TOU” RATE 82/821/823 or 83/831/833**

This schedule is applicable for all demand and energy furnished by the Cooperative to commercial members who operate an Eligible Generation Source as defined herein. Service provided hereunder is on a first-come, first-served basis as a pilot program conducted jointly by the Cooperative and its power supplier, Central Electric Power Cooperative, Inc., (“Central”), subject to the General Conditions set forth in Policy Bulletin No. 508 – Rate 82/821/823 – 83/831/833, and further subject to modification or discontinuation at the Cooperative’s discretion. Services purchased hereunder shall be metered and billed separately by single-member load.

This schedule is applicable to Commercial members participating in this pilot program (“Members”) that are concurrently receiving electric service from the Cooperative and where photovoltaic, wind-powered, micro-hydro, biomass-fueled, or other Cooperative-approved renewable generation source of energy (“Eligible Generation Source”) is installed on the Member’s side of the delivery point, for the Member’s own use, interconnected with and operated in parallel with the Cooperative’s distribution system.

This schedule is only applicable for installed single-phase and multi-phase generation systems that comply with the Cooperative’s then current “Standard for Interconnecting Small Generation 100kW or less with Electric Power Systems” (“Interconnection Standard”), which may be modified by the Cooperative from time to time. The Nameplate Rating of the Member’s installed generation system and equipment must not exceed the actual or estimated maximum monthly kilowatt (kW) demand or 50kW, whichever is less.

OUTDOOR LIGHTING SERVICE RATE SCHEDULE "OLS"

Applicable to members for dusk-to-dawn outdoor lighting by means of photoelectric controlled ballast operated mercury, metal halide, sodium, or other vapor type luminaries, and where applicable, poles conforming to the Cooperative's specifications.

WHOLESALE POWER COST ADJUSTMENT - RATE SCHEDULE “WPCA”

In the event of a change in the wholesale rate of any supplier, the price of each kilowatt-hour of energy sold by the Cooperative may be adjusted to reflect any wholesale rate change such that the adjustment factor applied to retail bills will coincide with the month in which the change in wholesale rate becomes effective. Furthermore, in the event of

any temporary wholesale power cost surcharges or credits, or in the event of any charges or credits to purchased power cost (Account 555) associated with any deferred margin plan, the Cooperative may, depending on its financial condition, make an adjustment to the charges used in the determination of the WPCA factor to reflect such charges or credits.

TIER ADJUSTMENT RIDER - RATE SCHEDULE RIDER "TAR"

The price of each kilowatt-hour of energy sold by the Cooperative, subject to adjustment in accordance with this Schedule, will be increased or decreased by an amount, to be determined periodically, over the course of a year, to allow the Cooperative to achieve a target Times Interest Earned Ratio ("TIER"), as shall be established and prescribed by the Board of Trustees, from time to time. The per kilowatt-hour factor necessary to meet the target TIER value of the calendar year, shall be incorporated as a factor within the Wholesale Power Cost Adjustment Factor, as prescribed under Schedule WPCA.

Periodically, but as often as monthly, the Cooperative will calculate the projected TIER Factor for the current calendar year, and if such factor is less than the target factor, an amount necessary to achieve the target factor (either positive or negative) will be determined and such amount, divided by the projected kWh to be sold for the remaining portion of the year, shall be the factor to be added to each kWh sold, subject to this rider, for kWh sold for the balance of the year, unless and until such factor may be changed, as provided hereunder to achieve the target OTIER.

401- FILING OF RATE SCHEDULES

A copy of the Cooperative's applicable retail rates will be provided at either the headquarters or any district office of the Cooperative.

500- METERING

501- ELECTRIC METERS

All meter bases connected to the Horry Electric Cooperative system must meet certain specifications in order for power to be connected. For the convenience of members and their contractors, the price list for the established standard meter base and accessories stocked by Horry Electric Cooperative can be found at www.horryelectric.com. Meter bases and accessories can be purchased from third party vendors, but they must meet cooperative specifications in order for power to be connected.

All meter bases shall be installed on an exterior wall as nearly as possible at eye level,

minimum four (4) feet or maximum six (6) feet above finished grade level, and at a point designated or agreed to by the Cooperative.

The member 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.

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

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

502- METER READING

The Cooperative shall read, on a monthly basis, the meters of all members with a demand factor in their rate. The Cooperative will make every effort possible to read the meters of all members each month. During abnormal situations, such as extensive sickness among Cooperative personnel or long periods of inclement weather, the Cooperative reserves the right to estimate the member's bill.

All meters that are estimated by the Cooperative may be read by the Cooperative the following month.

503- INCORRECT READING OF METERS

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

504- FAILURE OF METER TO REGISTER CORRECTLY

If a meter fails to register correctly, the member will be billed on an estimated consumption, which will be based on the previous use of the member. Consideration will be given to consumption in month's immediately preceding, consumption in similar periods of other years, comparative use and sizes of connected loads, and other relevant facts. Adjustments shall be handled as outlined in Section 505.

505- METER TESTING

The Cooperative will, upon request, test the accuracy of a member's meter upon the member agreeing to pay a service charge of \$25.00 for a single-phase meter or \$50.00 for a three-phase meter. If the meter, upon testing, is found to be more than 2% (plus or minus) in error, the service charge shall be refunded to the member, and the member's bill will be adjusted for not more than the twelve (12) months immediately preceding the test. If the meter is found to be less than 2% (plus or minus) in error, the service charge will not be refunded.

The fee for testing may be collected prior to the meter being removed from service.

600- BILLING

601- BILLING PERIOD AND PAYMENT OF BILLS

A. All Member Rate Classifications Other Than Industrial Rate Schedules

All members shall be billed monthly excluding Tobacco Barn Rates which are billed yearly. Bills are due and payable upon receipt by the member. Failure to receive a bill does not relieve the members' obligation to pay.

The bills of members shall be considered past due if payment is not made by the due date which appears on the bill. If the total amount is not paid by the past due date, the service will be subject to disconnection and a late payment charge of 5% assessed to the account.

Payment of bills may be made by mail, bank draft, Internet or in person at the Cooperative's corporate office in Conway, district office in Socastee, and at other designated collection stations.

B. Industrial Service Rate Schedules

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

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

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

602- DISCONNECT FOR FAILURE TO PAY AND RECONNECTION FEE

All members whose service has been disconnected for failure to pay their bills in accordance with the provisions of Section 601 shall be charged a \$20.00 disconnect fee and a \$20.00 re-connection fee, for reconnects made during regular working hours. Normally, reconnections shall be made only during regular working hours. Reconnections requested and made other than regular working hours shall be made only upon the member agreeing to pay a \$45.00 after-hours reconnection fee. Reconnections made after 5:00 P.M., Monday through Friday, or on Saturday, Sunday, or holidays, will be charged an after- hours reconnect charge of \$45.00 plus the full amount owed the cooperative.

603- RETURNED PAYMENTS

If a payment is returned with non-payment for any reason, a \$35.00 handling charge will be collected in addition to the amount of the bill. If the returned payment was made with currency other than U.S. Dollar, all fees incurred by Horry Electric from the financial institution for the return, exchange fees, etc. will be charged to the account in addition to the \$35 handling charge from Horry Electric.

604- OTHER REASONS FOR DISCONNECTIONS

Unless otherwise stated, a member shall be allowed a reasonable time in which to correct any discrepancy which may cause discontinued service. Service may be denied or discontinued for any of the following reasons:

- A. Without notice, in the event of a condition determined by the electric Cooperative to be hazardous or dangerous.
- B. Without notice, in the event of member's use of equipment in such a manner as to adversely affect the electric Cooperative's service to others.
- C. Without notice, in the event of unauthorized or fraudulent use of the Cooperative's service, including the following:
 - 1. Misrepresentation of the member's identity.
 - 2. For reconnection of service by member who has had service discontinued for violation of and/or noncompliance with this section.

D. Tampering

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

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

1. A member may be charged a \$50.00 Meter Seal Charge for any unauthorized cutting of a meter seal. There will be a \$100.00 charge for tampering with a meter or diversion of current for the first offense. There will be a \$250.00 charge for the second offense. A member can prevent discontinuance of service or have service reconnected by paying the applicable service charge and meter tamper/diversion fee, and make payment for any loss or expense incurred by the Cooperative due to the tampering and/or diversion. Adequate assurance against further loss in the form of an additional deposit may also be required.
2. A member's bill may be adjusted to reflect normal use should any tampering reflect other than normal meter reading.
3. Nothing herein shall prevent the Cooperative from instituting appropriate legal actions for violations of and/or noncompliance with these provisions.

- E. For failure of the member to fulfill his contractual obligations for service and/or facilities subject to regulations of the Cooperative.
- F. For failure of the member to permit the Cooperative reasonable access to its equipment.
- G. For non-payment of bill for service rendered provided that the Cooperative has made reasonable efforts to effect collection with the provisions for termination.
- H. For failure of the member to provide the Cooperative with a deposit as required.
- I. For failure of the member to furnish permits, certificates, and rights-of-way, as necessary to obtaining service or in the event such permissions are withdrawn or terminated.

- J. For failure of the member to comply with reasonable restrictions on the use of the Cooperative's service, provided that notice has been given to the member and that written notice has been furnished to the Cooperative.
- K. The Cooperative shall not be required to furnish its service or continue its service to any applicant who, at the time of such application, is indebted or if any member of his household is indebted, under an undisputed bill to such Cooperative for service, previously furnished any other member of the applicant's household or business.
- L. The Cooperative may terminate a member's service should the member be in arrears on an account for service at another premise.
- M. For the member's use of the Cooperative's service that conflicts with, or violates orders, ordinances or laws of the state or any subdivision.

605- DISCONNECT POLICY

Procedures for Termination of Service to all members during weather conditions marked by extremely hot or cold temperatures and special needs account members due to nonpayment.

- A. Termination of Residential Service During Extreme Weather- On any day when, as of 8:00 a.m., the National Weather Service forecasts temperatures below 33 degrees Fahrenheit or above 99 degrees Fahrenheit, no termination for non-payment of residential service may take place in the zip codes where such conditions exist.
- B. Qualification as a Special Needs Account Member- "Special needs account member" means the account of a residential member where the member can furnish to the electric cooperative a certificate signed by a licensed health care provider stating that termination 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 ninety days following the date of the licensed health care provider's signature. Upon the form's expiration, the member must submit a new form to retain qualification as a special needs account member.
- C. Initial Notice to Special Needs Account Members of Termination Due to Nonpayment:
The cooperative may terminate service to a special needs account member for nonpayment of a delinquent account. "Delinquent Account" means an account for residential service that remains unpaid for at least 25 days after the bill is

rendered. The exact due date shall be printed on the face of the bill. The cooperative will not terminate service to any special needs account member due to nonpayment unless written notice is delivered by mail or hand delivery.

The written notice must contain:

1. The cooperative's statement of termination policy.
2. An identification of the customer and service account affected by the proposed termination.
3. A statement of reasons for termination.
4. The date of proposed termination.
5. The amount of the reconnection fee.
6. A summary of rights and remedies, including procedure to dispute the termination notice, provisions relating to special needs account members described below, and sources of financial assistance.
7. Instructions on how service can be restored.

D. Investigation and Special Payment Arrangement Plans for Special Needs Account Members:

1. Immediately after initial notice of termination is served on a special needs account member, a cooperative customer service representative will attempt to contact that member to ascertain the medical status of the member or the relevant person residing in that member's household. The cooperative may deviate from its policy on termination of service due to nonpayment for special needs account members at this time.
2. When a special needs account member cannot pay a bill in full, the cooperative may continue to serve the member if the member has a satisfactory payment history and the member and the cooperative can agree on a reasonable portion of the outstanding bill to be paid immediately and the manner in which the balance shall be paid. In determining if a special needs account member has a satisfactory payment history, the cooperative will consider the member's entire payment history. In deciding on the reasonableness of a particular agreement, the cooperative shall take into account the member's ability to pay, the size of the unpaid balance, the member's payment history, the amount of time, and reasons why the debt is outstanding. If the member fails to make the payment agreed upon by the date that it is due, the cooperative is not obligated to enter into a second such agreement.

E. Final Notice to Special Needs Account Members Prior to and at the Time of Termination:

1. If the cooperative and the special needs account member do not agree to a payment arrangement plan within ten days of service of the initial notice of

- termination, the Cooperative will attempt to contact the account member by telephone at least 24 hours prior to the date of the proposed termination.
2. The cooperative may terminate electric services upon serving the final notice 24 hours prior to the proposed termination date when a special needs account member remits an insufficient funds check as payment to the cooperative after receiving the notice of termination or breaches a payment agreement.
 - a. Prior to termination of service, the cooperative will make an attempt to contact the special needs account member, either in person or by telephone, to apprise the member of the proposed action.
- F. Reconnection of Service to Special Needs Account Members:
The cooperative shall have personnel available after the time of termination and during normal business hours authorized to reconnect service if the conditions cited as grounds for termination are corrected to the cooperative's satisfaction and upon payment of any reconnection charge specified.
- G. Termination Notice to Special Needs Account Members for Nonpayment- When Prohibited:
A customer who disputes the amount of a bill must pay that bill by its due date to avoid disconnection. However, if proper notice is received by the Cooperative office of a disputed bill, a thorough investigation will be made and should such dispute be legitimate, appropriate action will be made to correct the error. (SRR 404 – disputed bill.)
- H. Time of Termination of Service to Special Needs Account Members:
Service to a special needs account member shall not be discontinued on a day, or a day immediately preceding a day, when the services of the cooperative are not available to the general public for the purpose of reconnecting terminated service. Service may be terminated only between the hours of 8:00 a.m. and 4:30 p.m.
- I. Method of Termination of Service to Special Needs Account Members:
 1. Actual termination may not take place until 24 hours after service of final notice to the special needs account member.
 2. The cooperative's employees shall attempt to inform the occupant of the affected residence that service is to be disconnected.
 3. If payment in full of all delinquent charges is tendered, service shall not be terminated.
 4. Payment may be tendered in any reasonable manner including personal check. Payment by personal check is not reasonable if the customer has paid the

utility with checks returned for insufficient funds twice or more within the previous two years.

5. Upon the Certification of Special Needs, the Cooperative will provide the Special Needs Member with a list of local social service agencies that the member may contact to determine the availability of public or private assistance with the payment of electric bills. This list, which is also included on the cooperative's web site, does not guarantee assistance and is not intended to imply any obligation on the part of any of the agencies listed.

6. If no special arrangement plan agreement is reached or the account is not paid in full prior to the time set out in the notice, service will be disconnected.

J. Reconnect Charges for Special Needs Account Members

1. To have a service reconnected, all delinquent charges must be paid up to the disconnected reading, as well as any incurred fees.

2. The cooperative may also require an additional deposit to guarantee payment of any future bills.

K. Emergency Disconnects

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

606- SERVICE CHARGE

In all classifications of service, each member will have one \$5.00 membership and will be charged a security deposit if credit necessitates. There will be a \$20.00 connect charge upon opening each account for meter connection. A \$20.00 connect charge will be charged upon connection of each existing security light. Construction-in-aid of construction will be the only initial charge for installation of new security lights.

There will be a \$20 disconnection charge to any account that has been disconnected for failure to pay. There will be a \$20.00 reconnect charge for a reconnect on an account that was disconnected for failure to pay. The only exception will be a member that has elected to be on the "Prepaid Metering Rate".

There will be a \$20.00 disconnection charge per security light to any account that has been disconnected for failure to pay. There will be a \$20.00 reconnection charge per security light to any account that was disconnected for failure to pay.

There will be a security light repositioning fee of \$100.00 per light. If light shielding is requested, there will be a fee of \$100 per shielding of a residential light and \$200.00 per shielding of a decorative light.

There will be a \$20.00 service charge for any work done at the member's premises. This includes disconnects by member request for electrical panel box upgrades, etc. A service charge of \$20.00 for the first meter and \$20.00 for each additional meter on the same trip shall be collected for providing service to apartments, rental houses, etc., for cleaning purposes.

A same day service charge of \$50.00 will be charged when a request for same day service is requested. This will be in addition to the \$20.00 initial connect charge per meter. In the event that a member initiates multiple accounts concurrently at the same service address, only one same day service charge will be charged. (Example: house and garage). Same day service is not available for new connects on buildings and condominiums.

There will be a \$25.00 after hours service charge for any work done, after normal business hours, on a members premises.

There will be a \$45.00 after hours reconnect charge for reconnection on any account that was disconnected for failure to pay.

There will be a \$75.00 same day after hours connect charge imposed to the account for the connection of each meter after normal working hours on the same day the service is requested. This consist of the \$50.00 same day charge and the \$25.00 after hours service charge. This will be in addition to the \$20.00 initial connect charge. **If there are multiple meters to be connected at the same service address, only one \$50.00 same day fee should be charged.

In the event that a member requests a line to be dropped for the purpose of tree trimming/removal, Horry Electric will send an employee to the desired location to "inspect" what will be required to perform the work no later than the end of the following business day at no charge. Based on the results of the "inspection" the appropriate men and equipment will be scheduled at a later date to come back and drop the lines, whether primary or secondary, at no charge. Situations that require extraneous amounts of work or that will cause a concern for the safety of the employee or member may result in the denial of the request. If the situation is deemed an emergency and a crew needs to be sent immediately to the location, the member will be charged a minimum of \$500. The calculated fee is based on the cost of two servicemen, a service truck and a bucket truck for 2 hours.

If Horry Electric crews report to a location that has requested a Plow-In and cannot complete the requested job due to obstacles preventing them from working ie., trusses, bricks, concrete trucks,etc a \$500.00 fee will be charged per occurrence.

607- EXTENSION OF CREDIT

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

When it is determined that extension of credit for a fixed time or arrangement for installment payments of the bill will not unduly impair the Cooperative's ability to collect the final bill or any other debts.

When to disconnect service might pose immediate danger to the member or other persons due to illness or when the household is immediately and directly affected by death.

608- Red Flag Policy

The Cooperative will comply with federal rules concerning identity theft and credit reporting accuracy, as follows:

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. Alerts from consumer reporting agencies;
3. The presence of suspicious documents or inconsistent data;
4. Suspicious name or address changes, or other personal identifying information;
5. Suspicious account activity;
6. 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;
7. Material changes in the rates of usage of Cooperative services;
8. Returned and undeliverable mail, despite continued usage of Cooperative

services; and/or

9. Data breaches in violation of the Cooperative's policy for securing confidential member and employee data while retaining and destroying records.

C. The relevance of red flags shall be evaluated based on principles of commonsense 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 may include a requirement that applicants apply for membership in person and present photo identification and 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 verification 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 day-to-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.

609- Debt Collection/Account Maintenance Communication

For the purpose of providing service to accounts or to collect amounts owed, the Member agrees that Horry Electric Cooperative, its affiliates or assigns, may make contact by telephone at any telephone number obtained through resources available to the Cooperative, including information obtained upon application, through account maintenance or through other means available to the Cooperative. This includes, but is not limited to wireless telephone numbers, which could result in charges to the individual. The Cooperative may use pre-recorded, artificial voice messages and/or an automatic dialing device when making contact. Text messages or email communications generated by the Cooperative using a secure platform for distribution using resources available may also be utilized.

700- EASEMENTS, RIGHT OF ACCESS AND COOPERATIVE PROPERTY

701- MEMBER TO GRANT EASEMENT TO COOPERATIVE IF REQUIRED

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

702- RIGHT OF ACCESS

The Cooperative's identified employees shall have the right of access to member's premises 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.

800- REMOVAL OF FACILITIES

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

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

reinstated. Should member ask cooperative to leave facilities for future use, the monthly facility charge will be charged to the member.

900- GENERAL CONDITIONS FOR MEMBER WITHDRAWAL

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

1. Payment of any and all amounts due the Cooperative, and discontinuance of any non-compliance with his/her membership obligations; all as of the effective date of withdrawal.
 - a. Removal to other premises not furnished service by the Cooperative; or
 - b. Ceasing to use any central station electric service whatever at any of the premises to which such service has been furnished by the Cooperative, pursuant to his membership.
2. Upon such withdrawal, the member will be entitled to refund of his membership fee and of any service security deposit then held by the Cooperative.
3. If restoration of service at the same location is requested by the same member, or another family member within a (12) month period, a reconnect charge plus the facility charges and any minimum monthly charges for each month that service was disconnected, will be applied.

HORRY ELECTRIC COOPERATIVE

SERVICE RULES AND REGULATIONS FOR ELECTRIC SERVICE

APPENDIX A

SUMMARY OF RATE SCHEDULES

The summary of services supplied by the Cooperative and available rate schedules are as follows:

1. **Residential Service – RS Rate 1/4 and 2/5** – this schedule is available only for domestic purposes to members living in private households, apartments and other residential dwelling units including its appurtenances if served through the same meter.
2. **Residential Service - Advance Pay – RS Rate 3/6** - this schedule is available only for domestic purposes to members living in private households, apartments and other residential dwelling units including its appurtenances if served through the same meter. Prepayment of electric service is required to be on this rate.
3. **Residential and General Service Net Metering Rider - NM Rate 7/8** - this schedule is available in conjunction with the Cooperative's Residential Rates (1/4 and 2/5) and the Cooperative's General Services Rate (10/11 and 12/13). 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.
4. **General Service – GS Rate 10/11 and 12/13** – this schedule is available for electric service to any nonresidential members at a single point of delivery with transformer capacity up to 74 KVA. This Schedule shall apply to loads such as small commercial, industrial, churches, schools, farms and other miscellaneous loads.
5. **Tobacco Barn Service – TB Rate 20 or 22** – this schedule is applicable to members with tobacco barns supplied through one meter.
6. **Irrigation Service – I Rate 24/25 and 26/27** – this schedule is available for electric service to any member for irrigation service of more than 20 horsepower.

7. **Large Power Service – LP Rate 40** – this schedule is available for electric service to any nonresidential member at a single point of delivery with transformer capacity of 75 KVA or greater. This Schedule shall apply to nonresidential loads such as commercial, industrial, churches and schools.
8. **Large Power Service Coincidental Peak – LPS-CP Rate 41** – this schedule is available for electric service to nonresidential large power members at a single point of delivery with transformer capacity of 75 KVA or more, and motors not exceeding 25 horsepower and not using more than 5,000 kilowatts demand.
9. **Alternative School Service Coincidental Peak – SCH-CP Rate 42** – this schedule is applicable to school loads which would otherwise be served under the Cooperative’s Large Power Rate Schedule, delivered at a single point and the capacity of individual motors not exceeding 25 horsepower. Transformer capacity will be 75 KVA or greater, but not more than 5,000 kilowatts demand.
10. **Electric Vehicle Charging Service – EV Rate 60/601/603 or 62/621/623** – this schedule is available for electric service to nonresidential member at a single point of delivery where all or substantially all electric service is used for charging electric vehicles such as golf carts at golf courses. This rate uses on-peak and off-peak pricing.
11. **Electric Vehicle Charging Station Rider – EVR Rate 64/641/643** – This rider is applicable to portions of electric service provided under one or more of the Cooperative’s other standard rate schedules. This station will be sub-metered of which cost will be the responsibility of the member, with the exception of the cost of the meter itself. This is a car charging station rider.
12. **Residential Demand Service Rate Schedule – RD Rate 70 or 72** – This schedule is applicable to residential members supplied through one meter to any residential member known to have an electric tank-less water heater.
13. **Residential Net Metering Time-Of-Use Retail Sales Rate Schedule – R-NM-TOU Rate 80/801/803** – This schedule is applicable for all demand and energy furnished by the Cooperative to residential members including farms, that are concurrently receiving electric service from the Cooperative and where photovoltaic, wind-powered, micro-hydro, biomass-fueled, or other Cooperative approved renewable generation source of energy is installed on the Member’s side of the delivery point. (AKA Interconnection Standard)
14. **Commercial Net Metering – Time Of Use Retail Sales Rate Schedule – C-NM-TOU Rate 82/821/823 or 83/831/833** - This schedule is applicable for all demand

and energy furnished by the Cooperative to commercial members that are concurrently receiving electric service from the Cooperative and where photovoltaic, wind-powered, micro-hydro, biomass-fueled, or other Cooperative approved renewable generation source of energy is installed on the Member's side of the delivery point. (AKA Interconnection Standard)

15. **Outdoor Lighting Service Rate Schedule – OLS** – this is applicable to members for dusk-to-dawn outdoor lighting.

H O R R Y E L E C T R I C C O O P E R A T I V E
S E R V I C E R U L E S A N D R E G U L A T I O N S F O R E L E C T R I C
S E R V I C E

A P P E N D I X B
C H A R G E S F O R M E M B E R S

RULE	DESCRIPTION	AMOUNT	APPLICATION OF CHARGE
101	Membership Fee	\$ 5	New member application for membership
101	Application Fee	\$ 5	Per Occurrence
101	Service Connection Fee	\$ 20	Per Occurrence
106	Same Day Service Fee	\$ 50	Per Occurrence
106	After Hours Service Fee	\$ 25	Per Occurrence
201	Temporary Service Fee	\$100	Per Occurrence
505	Meter Testing 1 Ph Fee	\$ 25	Per Occurrence
505	Meter Testing 3 Ph Fee	\$ 50	Per Occurrence
601	Late Fee	5%	Apply 5% to Past Due Bill
602	Non-Pay Disconnect Fee	\$ 20	Per Occurrence
602	Non-Pay Reconnect Fee	\$ 20	If restored during normal business hours
602	After Hours Reconnect Fee	\$ 45	If restored after hours, weekends, holidays
603	Returned Payments Fee	\$ 35	Per Occurrence
604	Meter Seal Charge Fee	\$ 50	Per Occurrence - For cutting a meter seal
604	Meter Tampering Fee	\$100	1 st Offense Diversion of Current
604	Meter Tampering Fee	\$250	2 nd Offense Diversion of Current
605	Same Day Service Connect Fee	\$ 70	Same Day Service is \$50 plus \$20 Service Charge
605	After Hours Reconnect Fee	\$ 45	After Hours Charge Of \$25 Plus \$20 Service Charge for Reconnecting an Account That Was Disconnected For Non-Pay.
605	Same Day After Hours Connect Fee	\$ 95	After Hours Charge of \$25 Plus Same Day Service Charge of \$50 plus Connect Charge Of \$20
605	Light Repositioning Fee	\$100	Per Light
605	Light Shielding Fee-Residential	\$100	Per Light
605	Light Shielding Fee-Decorative	\$200	Per Light
605	Dropping Lines for Tree Removal-Same Day Fee	\$500	Per Occurrence
605	Delayed Plow-In Trip Charge	\$500	Per Occurrence