



SERVICE RULES AND REGULATIONS

March 9, 2020

SECTION 1
RIGHTS AND RESPONSIBILITIES

Authority

The enactment of standard utility policies requires the approval of the Commissioners. It will be the responsibility of the General Manager and Customer Service Manager to revise the policy manual as fee schedules, rates, and other specific policies are updated. Minor modifications and interpretations to these policies shall be delegated to the Customer Service Manager without requiring prior approval of the Commission. New policies and procedures, modification of fees, rates and charges will require the approval of the Commission.

The Operation Manager's responsibilities include metering, operation and control of water, sewer and electric lines and related property. The Operation Manager oversees the enforcement of quality for construction and maintenance of the water, sewer, and electric systems and plans for system improvements.

The Customer Service Manager or the General Manager is authorized as the hearing or grievance officer for customers. As such, that official would be authorized to hear concerns and complaints, settle disagreements, and reconnect any customer disconnected for non-payment or other reason while the concern is investigated, if that official deems necessary.

All grievances should be heard and addressed by the hearing officer prior to an item appearing before the Commission.

Scope

1. This Manual is not meant to be all-inclusive but offers direction and guidance for the Customer Service Manager and employees of ECU.
2. The intent of these policies is to provide the customer, the building trades, and the employees of ECU a helpful guide with uniform procedures for providing utility service. ECU desires to treat its customers in a fair and nondiscriminatory manner while recognizing that each customer has distinct needs and requirements.
3. Employees of ECU have been empowered and well-trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the General Manager is the final authority on these policies. However, every customer has the right to appeal that decision before the Commission.
4. These policies are not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of ECU.

5. Application of these Policies

- These policies apply to every customer or applicant for utility service. Copies of these policies are available at the main office of ECU.
- These policies may be revised, amended, supplemented, or otherwise changed from time to time by action of the Commission. Customers are encouraged to seek answers to any questions by calling the main office of Easley Combined Utilities.
- ECU intends to adhere to all rules and regulations of the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE) entitled the "National Electrical Safety Code (NESC)" as amended. Further, all operations are prefaced upon safety for the public and employees alike. Safety guidelines are detailed in the ECU Safety Policy Manual as amended.
- ECU is not responsible for any damage caused by turning on utility services.

Part of all Contracts

These policies are part of all oral and written contracts for providing and receiving utility service from ECU provided, however, subject to applicable law, parties to a contract may, by making specific written reference thereto, exclude all or any part of these policies from their contract.

No Prejudice of Rights

Although ECU and its customers may not always exercise, the rights specified in these policies or available to them by law, that does not prevent ECU or the customer from exercising those rights later.

Customer's Responsibility

- If requested by ECU, customer shall provide the necessary easements for the provision of utility service.
- Pay bills by the Due Date shown on each monthly bill.
- Notify ECU of another person a customer would like to receive any notice of service interruption for non-payment of bills.
- Notify ECU if there is someone in the household who is either chronically or seriously ill, disabled, or on a life support system.
- Notify ECU of questions or complaints about service.
- Be aware of, and provide access to property owned by ECU at the customer's home/business, and safeguard it.

- Install, maintain, and repair wiring and plumbing in the home/business that conforms to all applicable state, federal and local laws, rules, and regulations.
- ECU provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to anyone, including a neighbor or tenant.
- Violation of this policy will be cause for immediate disconnection of service.

ECU Responsibilities

1. Give notification before service is interrupted for failure to pay. The notice will explain the reason for disconnection, the date when service will be disconnected and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy regarding publication of debt.
2. Avoid disconnection for non-payment during extreme weather conditions. (See ECU Disconnection Policy.)
3. Avoid disconnection for non-payment after 4 p.m. on a Friday, on a weekend, or on a holiday.
4. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.
5. Respond to questions or complaints from customers. ECU may not agree with the complaint but pledges prompt, courteous, and honest answers.
6. Provide historic billing and usage information when requested by the customer.

ECU Rights

1. Authorize access to ECU's equipment and utility facilities.
2. To receive notice of changes in address, status of utility service or problems with utility service.
3. To receive timely payment for services delivered to a home/business.
4. The appropriate department of ECU is allowed to take action in court or as otherwise permitted by all laws for utility services in the state regarding equipment tampering or financial delinquencies.

SECTION 2
ESTABLISHING AND BILLING
FOR SERVICES

Office and Service Hours

1. The Easley Combined Utilities Customer Service department is located at 110 Peachtree Street off Highway 93 in Easley. ECU is open from 8 a.m. to 5 p.m. Monday through Friday. Routine and regular service work will be performed from 7 a.m. to 3:30 p.m. Monday through Friday, except for municipal holidays. Service work for unusual conditions may be arranged at other times upon request. The drive-in window is open from 8 a.m. to 5 p.m. weekdays.
2. Emergency restoration work is performed 24 hours a day, seven days a week. Please call us at (864) 859-4013 for emergency service.

Request for Service

1. **Original Application for Service:** Any customer requesting services must complete an application/agreement for services in person or provide the required information via the telephone. The customer will show:

Photo identification, supply a Social Security number (or Federal Tax ID number in the case of a business account), rental receipt, or lease agreement and sign the application.

ECU recognizes a joint application for utility service which allows credit to be established for both husband and wife; however, the mailing address must be the same and the same party is responsible for the separate application.

The federal Privacy Act of 1974 prohibits municipalities from denying “to any individual any right, benefit or privilege provided by law because of such individual’s refusal to disclose his social security account number.” Additionally, any municipality which requests disclosure of a social security number must inform that individual of three things: (1) Whether the disclosure is mandatory or voluntary; (2) by what statutory or other authority the number is requested; and (3) what uses will be made of the number.

Thus, any request for a social security number on an electric service application should be accompanied by a statement such as: “Your social security number is being requested for verification of your identity and perform a credit check. There is no statutory or other authority requiring you to give your social security number, but if you elect not to disclose it you will need to provide an alternative method of identification satisfactory to ECU.”

2. **Commercial Accounts:** Accounts established for non-residential service will require a Federal Tax ID number and a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account.
3. **Service Requests for All Utilities:** Any request for utility service or a request to add another service connection by a customer will be handled as a request for all services

applicable to the location. Applications and fees are shown in the accompanying Section 6, *Fee Schedule*.

4. **Deposit Requirement:** A customer may be requested to pay an initial deposit to begin utility service(s).
5. **Place of Application:** Customers may request utility service at ECU or via telephone.
6. **Time of Application:** ECU will strive to meet each customer's needs for connection of service. Normal connection request made by 3:30 will be made the same day when possible.
7. **Temporary Cut-on at Permanent Dwellings:** ECU may request an additional fee (See Section 6, *Fee Schedule*) be paid for the expense of cutting on and off utilities maintained for less than 30 days at permanent premises. The purpose of this fee is to recover costs for cut-on and cut-offs of difficult services (such as primary metered, bucket truck type facilities, or man-hole type facilities).
8. **Customers' Request for Policies:** Customers may obtain a copy of ECU's policies. Customers may also request a verbal explanation of the ECU's policies.
9. **Service Requests for New Construction:** The customer will need to meet the requirements explained in the related utility service requirement section of ECU's policy.

Connection Scheduling

Connection to ECU's electric, water and/or wastewater utility system is available during normal business hours. There is service available after normal business hours, primarily for emergencies, and, it may be at an additional cost-based fee. See Section 6, *Fee Schedule*.

Prior Debts

ECU may refuse to furnish new service to an applicant who is indebted to ECU for service previously furnished at any address in the ECU area. ECU may also refuse service to an applicant requesting service at an address where the owner of those premises is delinquent in paying the account at that address. If however, the delinquent customer is not the owner of the premises to which the services were delivered; payment of the delinquent account may not be required before providing services at the request of a new and different tenant or occupant of the premises. This restriction will be subject to some interpretation if more than one tenant is occupying premises and such tenants attempt to request, receive and not pay for service. In such event the "new and different tenant or occupant" requirement may not be met. This prohibition on termination of service will also not apply if the premises are occupied by two or more tenants whose service is measured by the same meter. Services that have been disconnected due to meter or service tampering will not be reconnected until all tampering charges and usage is paid in full.

City of Easley

For all service locations within the city limits of Easley SC:

- For new dwellings or establishments the City must provide an occupancy permit or occupancy permit number to ECU prior to provision of service.
- For existing dwellings or establishments, the City can request, and ECU can comply, that a hold be placed on provision of services due to unresolved issues with the City. Upon satisfactory resolution of issues with the City and compliance with all other requirements, ECU will provide services to dwelling/establishment.

Customer Deposits

1. **Need for a Deposit:** ECU employees are charged with the responsibility of prudent management of ECU's finances. A deposit for utility services is collected as security so all bills will be paid in full by their due date. A service security deposit will be collected before any service is connected when ECU's employees determine that a deposit may be needed to assure payment of the customer bill.
2. All residential and non-residential customers will be required to meet a deposit requirement.
3. **Residential Customer Deposit Alternatives:** All residential customers must meet the deposit requirement in one of the following ways:
 - A. Pay initial cash deposit. (See Section 6, *Fee Schedule*).
 - B. Charge the deposit to a Visa, MasterCard or Discover.
 - C. Attain adequate credit score from On-line Utility Exchange to be exempt from deposit.
4. **Non-Residential Customers:** All non-residential customers shall meet the deposit requirements in one of the following ways:
 - A. Pay an initial cash deposit of two months estimated bill. (The estimated bill will be determined using the best professional judgment of the Customer Service Manager.)
 - B. Supply a surety bond equal to the amount specified as the deposit written by an insurance company authorized to do business in South Carolina. The surety bond must remain in effect for the duration of the established service or until the deposit requirement is met by another approved method.
5. **Future Deposits:** Any customer whose service has been finalized will be required to pay a deposit, or an additional deposit, as specified in the above paragraphs, prior to reconnection of service. This includes all customer accounts.

6. **Note to All Customers:** Contact with a ECU employee prior to disconnection is always preferable to making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection which will save the customer from additional fees.

Refunding of Deposits

1. **Prompt Refund:** A deposit will be refunded promptly and automatically when service is voluntarily discontinued and all bills are paid. All outstanding amounts on the final bill will be deducted from the deposit amount.
2. **Residential Accounts:** ECU will promptly return the customer's deposit when that customer exhibits good credit. The customer may request this refund when good credit has been established. Good credit is defined as no delinquencies; no bad checks; and no disconnections in the most recent 24 month period.
3. **Account in Arrears:** The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.
4. **Non-Residential Customer Deposits:** Deposits for non-residential customers will not be refunded until service is discontinued and all bills are paid in full.

Rate Schedules

ECU offers several rate schedules for residential and commercial service. Complete rate schedules are available to customers upon request.

1. **Establishing Rates:** The Commission reviews and establishes rates periodically in order to meet the revenue requirements of each utility for cost recovery, debt service, franchise equivalent fees and capital replacement. Rates are set by the Commission and are designed to be fair, reasonable, just, uniform and non-discriminatory. Setting rates locally offers rate regulation responsive to the customers of the system.
2. **New Customers:** New and potential business customers are encouraged to provide the ECU with the load characteristics of their facility. ECU may require special conditions and contracts for electric, water and sewer service based upon necessary investment in the electric water and sewer plants.
4. **Competitive Rates:** ECU's goal is to provide the best possible electric water and sewer service to all customers at a rate which is competitive with other providers.

Taxes

Billings of ECU will include all applicable taxes.

Billing Cycle Information

ECU has 18 billing cycles, which includes over 30,000 electric and water meters. Once billing cycle is read the readings are used by the billing system to calculate bills for each customer. Meters are read and billed at approximately the same time each month.

1. Bills are mailed out within 2 business days of reading the meter.
2. Regardless of the bill date, the due date for a cycle is always the same (usually at least 15 days from the bill date).
3. An account is past due if not paid by 5 p.m. on the due date and is subject to disconnection. Customers with past due balances will be notified and will be assessed a penalty of 4% on the unpaid balance.
4. Balances that remain unpaid 5 days after the due date will be disconnected. *See Section 4 Discontinuing Service*
5. A fee will be charged to all customers who are scheduled for disconnection of service. A service fee must be paid along with any past due balance.
6. A charge as outlined in the Meter Tampering Section of ECU's policies will be imposed against any customer who reconnects the customer's own meter.
7. Customers who think their bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Service Manager for an explanation at ECU between 8:00 a.m. and 5:00 p.m., Monday through Friday except on holidays at (864) 859-4013.

Billing Adjustments

If the ECU has overcharged or undercharged a customer for utility service(s), ECU will correct this error subject to the following procedures:

1. If ECU has overcharged a customer for utility service(s), ECU will, at its option, refund to the customer or credit the customer's account, without interest, the excess amount, subject to the following limitations.
 - If the time period over which the mistake occurred can be determined, ECU should credit or refund the excess amount charged the account for that entire interval.
 - If the time frame of the problem cannot be determined, ECU should refund the excess amount charged during the previous 12 months.
 - If the exact amount of excess charge cannot be determined, ECU should estimate the amount due. If an overcharged customer owes a past due balance to ECU, ECU may deduct

that past due amount from any refund or credit due to the customer. If an overcharged customer owes ECU on another account, ECU will apply the credit to that past due account.

2. If ECU has undercharged a customer for utility service(s), it may review the error and, at its discretion, collect the unbilled charges from the customer for a period of up to one year.

Extensions of Time for Payment of Bills

1. **Customer Request:** All requests must be made by the person (or their authorized, legal representative) in whose name the account is opened.
2. **Maximum:** Accounts will not be extended beyond the next billing date.
3. **Agreement:** If payment of any installment is not made by the specified time, service will be disconnected without further notice and all amounts due to ECU will be due and payable before reconnection.

ECU's Response to Insufficient Funds or Credit

1. ECU will only accept cash, certified check, or money order from any customer having one insufficient funds or closed accounts, in connection with (bad) checks, automatic drafts, or credit card within prior 6 month period.

Upon receipt of the first returned check or other insufficient funds notice, the customer will be advised that all bills must be paid with cash.

2. No returned check will be held more than 72 hours from the time it is received by ECU.
3. Notice to the customer of a returned check or other insufficient funds or credit or closed account notice will be made by telephone if possible. If not possible, a door hanger will be placed on the door on the day the check or insufficient funds or credit card or closed account notice is received.
4. To the extent permitted by South Carolina law, a charge is added to the customer's bill because of each returned check, closed account or other insufficient funds or credit notice.
5. The customer's account will be charged for returned checks and will be subject to regular collection policies for delinquent accounts.

Joint Applicants

ECU may desire or require in certain circumstances the use of joint applicants. ECU should determine the appropriate circumstances for permitting or requiring joint applicants and provide for the mutual responsibility of the applicants. Language such as “each applicant shall be jointly

and severally liable for all obligations of the applicant under this application” can be used in connection with establishing joint and several liability under a utility service application.

Under the necessities doctrine, a husband or wife can be held liable for the necessary expenses incurred by their spouse even though they did not agree to pay for the services. Necessaries are those things essential to the spouse’s health and comfort, according to the couple’s financial position and it would appear that the availability of utility service in a primary residence would fall into that category. This means of recovery may be available to ECU in some circumstances even if the spouses are separated.

SECTION 3

PAYMENT OPTIONS

Difficulty in Paying Bill

1. The following organizations may be able to offer assistance to customers who are having difficulty paying their bill:

<u>AGENCY</u>	<u>PHONE NUMBER</u>
United Christian Ministries	864-855-7936
SHARE	864-859-1401

2. We encourage each customer to seek assistance with paying their utility bill prior to disconnection.

Options in Billing Payments

To serve the needs of customers, ECU offers many options to bill payments.

They are described in the following pages.

- Equal Payment Plan
- Bank Draft
- Night Drop (please do not place cash in the drop box)
- Online Payment
- SmartHub App
- Phone payment
- Drive Thru Window/Main Office Lobby
- Mail

* Easley Combined Utilities accepts check, cash, electronic funds transfer, Visa, MasterCard, Discover, and American Express.

Equal Payment Plan

The purpose of this plan is to spread the cost of utility service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the utility than would be the case with customary monthly billings. Payment amounts will be the same for 11 months, so there aren't any surprises when the temperature or consumption is extreme.

To Qualify for the Equal Payment Plan:

- The customer must have residential service for a minimum of one year.
- The account must have a zero balance prior to plan enrollment.
- Customer must agree to pay the calculated bill assigned by our staff, which is based on the average of the previous year's bill divided by 11 months, and may take into account any known increases in rates or supply costs.
- Payments cannot be skipped even if customer has a credit balance.
- Account must be settled at the end of each twelve month period following enrollment.
- Late payments will be subject to a 4% penalty as applied to all other customers.

Late Payments: If a customer is late in paying the customer's monthly bill, the customer may be removed from the equal payment plan and are subject to disconnection.

Termination of Equal Payment Plan: The agreement remains in effect until the customer or ECU decides to end the payment option.

Payment Assistance: Customers on Equal Payment Plan (EPP) cannot get payment assistance. EPP is designed to help customers predetermine their monthly payment so you know how much to budget for each month.

ECU reserves the right to request a payment adjustment conference with the customer between anniversary dates if it appears that the amount billed and the amount paid will vary by a substantial amount.

Bank Drafts Plan

Bank drafts offer customers the option of having their bank accounts drafted on a set day of the month. This relieves the customer from having the possibility of lost or late payments and saves a trip to the utility office or the cost of a stamp.

The draft date will be the due date printed on the bill. This will allow the customer time to verify or question their bill.

The customer should complete a draft sign-up form and supply ECU with a VOIDED check. This gives ECU the necessary account number, routing number, and other information for the purpose of drafting the customer's account.

A customer may choose to have a credit card charged each month for their utility bill as well. A single credit card can be set up to be charged each month; however, the customer is responsible for notifying ECU of changes in account number, and closed or expired accounts.

Only good credit customers will be eligible for this program. Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the bank draft program. To the extent permitted by South Carolina law, the customer shall reimburse ECU for all charges or fees, if any, imposed on ECU by the bank because of insufficient funds or a closed account of the customer.

Acceptance of Credit Cards

ECU will accept the following bank credit or debit cards for bill payments, deposits, or fees:

- Master Card
- Visa
- Discover
- American Express

ECU will accept a card for payment in person, online, or via the IVR system, and will verify each charge or debit account with the issuing bank. Any credit card or debit card payment request rejected for insufficient credit or a closed account will be treated as a returned check, and the customer will be released from the credit or debit card program. To the extent permitted by South Carolina law, the customer shall reimburse ECU for all charges or fees, if any, imposed on ECU by the bank because of insufficient credit or a closed account of the customer.

Online Account Access and Payment

ECU offers customers the convenience of accessing and paying their account online. Customers can visit www.easleyutilities.com to login to their account.

**SECTION 4
DISCONTINUING SERVICE**

Transfer of Service

Customers may transfer service from one location to another as long as all outstanding bills owed are paid in full.

Previous deposits will be transferred to the new account. An additional deposit may be required for some commercial establishments.

Also see Section 2, *Establishing And Billing For Services*, for use of one deposit for multiple accounts.

Closing a Utility Account

After an account has been closed by either customer request or demand of ECU, all funds (including deposits, refunds, and overcharge credits) will be applied first against amounts owed ECU on the closed account. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with ECU. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.

Forced Closing of a Utility Account

Within one week after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to ECU will remain open until the balance is paid.

All legal means of collection for an account in arrears will be taken, including utilization of the SC Setoff Debt Program.

South Carolina Setoff Debt Collection Act

The South Carolina Setoff Debt Collection Act ("Act") provides an administrative procedure for ECU to collect amounts due for utility service from the state refunds of its residential customers.

The Setoff Debt Collection Act allows the South Carolina Department of Revenue to collect delinquent accounts or debts owed to certain public bodies. The Department of Revenue deducts the amount of the debt from the debtor's state income tax refund.

As a Participant in the Municipal Association of South Carolina's (MASC) Setoff Debt Collection Program, ECU submits claims to MASC. MASC then forwards them to the Department of Revenue in December of each year. All claims submitted must include the debtor's Social Security number (SSN).

The Department of Revenue matches (by SSN) the claims list with the refunds due taxpayers. If there is a match, the Department of Revenue sets off the debt, notifies the taxpayer of the setoff, and forwards the amount collected (minus an administrative fee) to the Participant making the claim. The Department of Revenue also collects \$25.00 from the debtor for every successful setoff. The Department of Revenue fee is in addition to the original debt amount.

ECU must notify debtors in writing both before submitting the information to the Department of Revenue and after a debtor's income tax refund is setoff. If the debtor wishes to contest the setoff, he must file a written protest within thirty days of the date of the initial notification letter.

If, after an informal hearing, the appointed hearing officer decides the setoff amount was in error, ECU must refund the appropriate amount to the taxpayer.

Voluntary Termination of Service

1. **Requesting Discontinuance of Service:** Any customer requesting discontinuance of service should inform ECU of the service location, date service is to be disconnected and the forwarding mailing address for the final bill.
2. **Disconnection Scheduling:** Disconnection from the ECU's utility system will be performed the same day if the request is received prior to 3:00 p.m. A request received after 3:00 p.m. will be fulfilled the next working day.
3. **Final Bill:** A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

Termination of Electric Service Due to Nonpayment

These procedures are established to ensure the disconnection of electric service by Easley Combined Utilities (ECU) for nonpayment is fair with regard to all Utility customers and uniform among all customers. The procedures are established in accordance with State Law Sections 5-31-2510, 5-31-2520, 5-31-2530, 5-31-2540 and 5-31-2550.

Collection Cycle and Schedule for Disconnection of Service for Nonpayment. The Utility will observe the following collection cycle and schedule for the disconnection of service for nonpayment:

- The collections cycle begins on the day the bill is printed and dated. This is day 0 in the cycle.
- On Day 21, the bill is past due. The bill is noted as delinquent and a 4 percent late fee is assessed. An automated phone call is made to the phone number on the account notifying the customer of the past due bill and providing the scheduled disconnections date.
- On Day 27, the service is eligible for disconnection.

If any of the above dates in the collection cycle fall on a Saturday, Sunday or official holiday of the Utility, the collection event occurs on the next business day.

Notification and Disconnection Procedures for Nonpayment. ECU is committed to providing notice to all customers of a scheduled disconnection date for nonpayment. The utility will provide either adequate notice of the anticipated disconnection date on the monthly bill following the bill or notify the customer by an automated telephone message. The Utility shall observe the following disconnection procedures:

- The Utility will generate a list each day of all customers eligible for disconnection on that day.
- Utility staff members will review each account in the morning to see if the customer has made a payment to prevent the disconnection. Staff will also check to see if the customer is a Special Needs Customer and/or if the customer participates in Easley Combined Utilities Bill Buddy (Third-Party Notification) Program.
- Customers eligible for disconnection are added to the disconnection list.
- The Customer Service Manager will check the weather to determine whether a disconnection is appropriate for that day.
- Depending on the type of electrical meter at the customer's location, the electric service is either disconnected remotely by way of a Remote Disconnect Meter or a Service Technician will make the disconnection. The Utility ensures that all disconnections are completed by approximately 4:00 p.m. to enable the customer to pay before the end of the business day at 5:00 p.m.
- If the customer pays in full, the Utility will use reasonable efforts to reconnect service as soon as possible, provided the customer pays a \$40 reconnection fee (or a \$50 after-hours reconnection fee). Electric service that has been disconnected by way of a Remote Disconnect Meter will have the service restored automatically when payment is made in the manner described below. Electric service that requires manual reconnection will not be restored after 6:00 pm in the months of October through March and after 7:00 pm in all other months.

- To be reconnected a customer can pay the past due amount plus the reconnection fee at the main office drop box located at 110 Peachtree St., make a payment online on the ECU website, or make an automated payment by phone. The Utility will dispatch a service technician to reconnect service if manual reconnection is required. If on the next business day the Utility has not received payment, the customer's services will be disconnected and charged an additional service fee.

As a matter of normal practice, the Utility will not disconnect electric service on Fridays or on days before an official Utility holiday. However, at the Utility's discretion, disconnections may occur on any day of the week provided the Utility has followed the Notification and Disconnection Procedures for Nonpayment.

Payment Plans. The Utility recognizes that at times customers face extraordinary circumstances which lead to difficult financial situations. It is for these times the Utility has established a payment plan program to assist qualifying customers in satisfying their delinquent account. A qualifying customer is one who has good payment history, the determination of which is made solely by Easley Combined Utilities.

- A payment plan of up to three months may be offered customers experiencing extraordinary circumstances. An extraordinary circumstance is broadly defined as a significant event or events affecting a customer's life and ability to pay. Utility customer service representatives will use their best judgment in applying the extraordinary circumstances determination and are expected to seek advice and confirmation from supervisory staff as needed. The representative granting approval must enter appropriate account notes.
- Payment plans may be entered into prior to disconnection of service or after disconnection of service.
- The payment plan will require a minimum 33 percent of the total delinquent amount to be paid at the time the payment plan is agreed upon and the remaining delinquent amount paid in scheduled installments within a maximum period of three months.
- Payment plans may be entered into only twice in a 12-month period. Otherwise, payment in full is required.
- In the event any payment plan term is not met on the scheduled date or current bills incurred during the payment plan time period are not paid in full by the due date, service will be disconnected and the total past-due amount will be due prior to reconnection of service.
- Payment plans may not be entered into to satisfy deposits for new accounts, reconnection fees or administrative investigative fees.

Availability of Public or Private Assistance in Paying Bills.

As part of the normal process of working with customers with delinquent accounts, the Utility will provide the names of these social service agencies to customers on request. If interested, customers may apply directly to these agencies for assistance. The agencies evaluate the customer's application for assistance and, if appropriate, notify the Utility of the results. The Utility does not make any financial assistance determinations.

Standards for Determining Weather Conditions. The Utility will not disconnect any electric service when at 7:00 a.m. the high temperature for the day is forecast to be 99 degrees Fahrenheit or higher during cooling months or 35 degrees Fahrenheit or lower in heating months. These guidelines shall reflect actual temperature forecasts and not the projected heat indexes or wind chill temperatures. The temperature forecasts reported by www.noaa.gov, www.weather.com, or www.accuweather.com will be used to determine weather forecasts. If any of the three on-line resources show a forecast high temperature outside the disconnect threshold (above 99 or below 35), the Utility will not disconnect service on that day.

Third-Party Notification Program. The Utility is committed to a third-party notification for its electric customers. The notification will direct any customer interested in participating to contact the Utility and complete the required Bill Buddy (Third-Party Notification) Form that will be kept on file by the Utility. The Form must be resubmitted by the customer annually by December 31 to ensure continued participation in the program.

Disconnection procedures for customers participating in the Third-Party Notification Program are as follows:

- On the day prior to the scheduled disconnection date, the Utility will call the telephone number(s) for the customer and the third-party listed on the Third-Party Notification Form to notify them of the Utility's intention to disconnect the customer's service by approximately 4:00 p.m. the following day for nonpayment.

Recognition of Special Needs Customers. The Utility is committed to meeting the requirements of our special needs customers and will keep on file a master list of Special Needs Customers.

To be recognized as a Special Needs Customer, the customer and a South Carolina licensed healthcare provider are required to complete the Medical Certification Form (attached) certifying the customer or a member of the customer's household suffers from a health condition which would be especially dangerous to the patient's health if the electric service is disconnected for nonpayment. The Form, documenting a qualifying condition, must be faxed or emailed from the office of the licensed healthcare provider. The certifying healthcare provider must be licensed in South Carolina as a medical doctor, physician's assistant, nurse practitioner or advanced-practice registered nurse.

The Form must be resubmitted by the customer annually by December 31 to continue participation in the program.

A Special Needs Customer will be encouraged to participate in the Bill Buddy (Third-Party Notification) Program. The Bill Buddy Form must be completed and submitted to the Utility to participate in the program and resubmitted annually by December 31 to continue participation in the program.

A Special Needs Customer will be given the same privileges as other customers to participate in a payment plan. If a Special Needs Customer is subject to disconnection and has not taken advantage of a payment plan, the Utility will observe the following schedule for disconnection of service for nonpayment:

- The Utility will notify the special needs customer **and** the authorized third-party (if the special needs customer is participating in the Third-Party Notification Program) on the day the service is scheduled for disconnection. That notification will communicate the payment terms required to avoid service disconnection. The Utility will personally contact the Special Needs Customer or the Utility will call the telephone numbers for the customer listed on the Special Needs Customer

Medical Certification Form. The Utility will call the telephone numbers for the third-party listed on the Third-Party Notification Form.

- If the Utility cannot contact the customer or their Third Party Notification appointee, a notice will be left on the front door of the Special Needs Customer. The notification will state that the service is scheduled for disconnection the following day and informs the customer to contact Easley Combined Utilities.
- After disconnection, if the customer pays in full, the Utility will use reasonable efforts to reconnect service as soon as possible, provided the customer pays a \$40 reconnection fee (or \$50 after-hours reconnection fee).

Special Needs Customers are in no way released from their obligation to pay their monthly bills according to the terms as noted on the monthly bill.

**EASLEY COMBINED UTILITIES
SPECIAL NEEDS CUSTOMER MEDICAL CERTIFICATION FORM
(Please Type or Print all Information)**

Customer Information to be completed by Customer:

Name _____ Account Number _____

Social Security Number _____

Work Phone _____ Home Phone _____ Cell Phone _____

Account Address _____

Patient's Name _____

Please read the following and initial each one:

_____ I certify that the patient named above is a member of my household residing at the above address.

_____ I understand that this Certificate will expire on December 31 and must be resubmitted annually by this date to continue participating in the Special Needs Customer Program.

_____ I further understand that this in no way releases me from my obligations to pay my monthly bill in accordance with the Utility's standard payment terms.

Customer's Signature _____ Date _____

Certificates are not issued for water and sewer service that is subject to disconnection.

Medical Information below to be completed by a SC Licensed Healthcare Provider

I certify that I have examined the patient named above and, in my professional opinion as a medical doctor, physician's assistant, nurse practitioner or advanced-practice registered nurse licensed by the State of South Carolina, I certify it would be especially dangerous to my patient's health if the **electricity** is disconnected for nonpayment of bills for the reason circled below (Easley Combined Utilities will attempt to notify these customers of a planned outage whenever reasonably possible).

Nebulizer for Asthma, Lungs

Feeding (pump) Machine

Oxygen Machine

Heart Monitor

Infant Apnea Monitor

Ventilator/Respirator

Home Dialysis Treatment

Refrigeration for Insulin

(CPAP machines for adult sleep apnea do not qualify)

A detailed explanation for reasons not mentioned above must be submitted for review.

Health Care Provider Name _____ Office Phone _____

SC Medical License Number _____

Circle one that applies: Medical Doctor, Physician's Assistant, Nurse Practitioner or Advanced-Practice Registered Nurse

Office Address _____

Health Care Provider Signature _____ Date _____

This form must be faxed to Easley Combined Utilities at 864-855-8102
from the office of the SC licensed healthcare provider.

**EASLEY COMBINED UTILITIES
BILL BUDDY (THIRD PARTY NOTIFICATION) FORM
(Please Type or Print all Information)**

Name _____ Account Number _____

Social Security Number _____

Work Phone _____ Home Phone _____ Cell Phone _____

Account Address _____

Easley Combined Utilities is committed to a third party notification system for its electric customers. The intent of this program is to offer our customers the opportunity to have a third party notified in the event of disconnection of electric service due to non-payment of bills.

Customers wishing to take advantage of this system must complete this form in its entirety and return it to PO Box 619, Easley SC 29641. By submitting this form, the customer authorizes the Utility to release his/her utility account information to any or all of the parties listed by the customer below. The customer also assumes the responsibility to notify Easley Combined Utilities of any changes to the contact information listed on this form.

In the event that service for the above utility account is scheduled for disconnection, Easley Combined Utilities will call the telephone numbers for the customer and the third-party listed on the Third-Party Notification Form to notify them of the Utility's intention to disconnect the customer's service.

This form relates to electric service and the Easley Combined Utilities reserves the right to disconnect any other service for which payment is past due.

In the event that Easley Combined Utilities attempts to notify the account holder (customer) and the authorized third party listed below and unable to reach any or all parties, Easley Combined Utilities will continue with service disconnection as scheduled.

This form must be renewed annually by December 31st to ensure service continuity.

Authorized Third Party:

Name _____

Work Phone _____ Home Phone _____ Cell Phone _____

Street Address _____

City, State, Zip _____

Customer Authorization:

I, _____, understand and agree to the terms listed herein and authorize Easley Combined Utilities to notify the above authorized third party as to the status of payment or non-payment of my Easley Combined Utilities account. I further understand that failure of the Easley Combined Utilities, upon reasonable attempt described here, to notify me or the authorized third party will not preclude the Easley Combined Utilities from disconnecting my electric service.

Customer Signature: _____ Date: _____

Customer Printed Name _____

Third Party Signature: _____ Date: _____

Third Party Printed Name _____

Date: _____

Please submit to: Easley Combined Utilities, PO Box 619, Easley SC 29641
Fax: (864) 855-81

Reconnections

When it becomes necessary for ECU to discontinue services for any of the reasons listed in this Section 4, *Discontinuing Service*, service will be restored after payment of (1) all past due bills due to ECU, (2) any deposit as required, (3) any material and labor cost incurred by ECU, according to the current Section 6, *Fee Schedule*, and (4) all fees and charges required by this policy.

After-hours reconnection may be available if the customer agrees to place the past due amount and the reconnection fee in the night drop immediately *See Section 6 Fee Schedule*.

SECTION 5
ELECTRICAL EQUIPMENT

Service Interruptions

1. ECU will make a good faith effort to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, indirect, special, incidental, consequential, or otherwise) caused by any failure to supply electricity or by an interruption.
2. If the customer notifies ECU of an outage condition, ECU's employees will make a good faith effort to restore power.
3. Prolonged service interruptions due to maintenance and construction may sometimes be necessary. In some instances, where safety is a concern, the customer may be required to have premises inspected by local authorities.

Note: It is recommended that whenever service is to be interrupted for installation or maintenance of equipment, ECU should attempt to notify the customer in advance.

Customer-Owned Equipment

1. **Electric Motors:** ECU should always be consulted on motor installations. The maximum permissible size depends upon the customer's location on the distribution system and the capacity of the circuit. All motors should be installed with devices which protect against overload or short circuit.
2. **Emergency Generators:** Where auxiliary or standby emergency generator service is installed by the customer, and approved (by ECU), a double throw switch must be used to prevent possible feedback into the main power line as referenced in the National Electrical Safety Code. Parallel operation of the customer's generator will not be allowed except where expressly granted by written contract, and where approved suitable automatic protective equipment and appropriate metering devices are used.
3. **Power Quality:** Customers who intend to use equipment that may generate noise, harmonics, or surge transience on the ECU's distribution system must supply ECU with information regarding the electrical characteristics of the equipment. Customers who create noise, harmonics, or surge transience on ECU's distribution system will be responsible, at their expense, for the filtering and elimination of these problems under American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) guidelines.
4. **Protective Devices:** All protective devices will be installed at the customer's expense.
5. **Power Factor Corrections:** Of interest mostly to business customers, the maintenance of a high power factor is of primary importance to the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factors unfavorable to ECU and the customer. Where the overall power factor of the customer's load is less than 85 percent lagging, ECU will require the customer to install, at customer expense, equipment to correct the power factor. ECU reserves the right to

measure power factor at any time. ECU engineers can help a customer identify power factor correction solutions.

Property Owned by ECU

1. All meters and other equipment furnished by ECU will be and shall remain the sole property of the ECU. Damages to this equipment which arise from neglect on the part of the customer will be the financial responsibility of the customer.
2. For the safety of the employees who work on the electric poles no customer, citizen, person, or organization will install or attach any wire, sign, basketball goal, or other material to any ECU owned pole without express written consent of the ECU Manager.

ECU's Response to a Customer Cutting On/Off Utility Service

1. It is unlawful for anyone other than a ECU employee or its agent to cut on or off utility service (including electric and water.).
2. A service charge as set forth in Section 4, *Discontinuing Service*, will be billed to anyone violating this policy to recover ECU's cost for investigating the complaint.
3. If a meter seal is found to be broken or removed, ECU should investigate to determine if tampering has occurred and then reseal the meter. The customer should be notified of this process.

ECU's Response to Meter Tampering

1. Tampering with a meter or bypassing a meter is the same as stealing. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. ECU will call for the prosecution of cases of meter tampering, electric, or water theft and fraud to the fullest extent of the law.
2. A meter tampering charge shall be billed to the customer who benefited from the tampering. The fee shall be set forth in Section 6.
3. Any customer may contest these additional service charges by calling upon the Customer Service Manager at any time between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday except on municipal holidays.

**SECTION 6
DEPOSIT AND
FEE SCHEDULE**



EASLEY COMBINED UTILITIES

A Community Tradition

Schedule of Fees and Deposits

Effective Date: March 9, 2020

DEPOSITS		RETURNED CHECK FEE	\$ 30.00
<u>Residential</u>		TRANSFER FEE	\$ 40.00
Electric Only	\$ 200.00	RENTAL/LANDLORD FEE:	
Electric & Water	\$ 200.00	Read and leave on	\$ 20.00
Electric & Sewer	\$ 200.00	Temporary turn-on	\$ 40.00
Electric, Water, & Sewer	\$ 200.00	METERING TAMPERING FEE	
Water Only	\$ 20.00	Electric Meter	\$ 500.00
Sewer Only	\$ 30.00	Water Meter	\$ 500.00
Water & Sewer	\$ 50.00	RESEAL ELECTRIC METER	\$ 25.00
Any service without SSN	\$ 500.00	(If removed without authorization)	
<u>Commercial</u>		ELECTRIC METER TEST	
Two months estimated bill		Single Phase	\$ 100.00
		Three Phase	\$ 200.00
CONNECTIONS FEES - All Customers		WATER METER TEST	\$ 100.00
Electric Only	\$ 40.00	METER READING	
Electric & Water	\$ 40.00	SERVICE CHARGE FOR ADDITIONAL TRIP TO READ METER THAT CANNOT BE READ ON	
Electric & Sewer	\$ 40.00	REGULAR METER READING TRIP DUE TO BAD DOGS, LOCKED GATES, ETC.	
Electric, Water, & Sewer	\$ 40.00	8:00 AM - 4:30 PM	\$ 40.00
Water Only	\$ 40.00	After 4:30 pm	\$ 50.00
Sewer Only	\$ 40.00	TEMPORARY ELECTRIC CONNECTION	\$ 40.00
Water & Sewer	\$ 40.00	LIGHTNING ARRESTOR	
Plug Sewer	\$ 40.00	Single Phase	\$ 25.00
		Three Phase	\$ 46.00
RE-CONNECTION FEES - All Customers		AFTER HOURS FEE FOR SERVICE LINE	\$ 50.00
8:00 am to 4:30 pm, M-F		REMOVAL	
Electric Only	\$ 40.00		
Water & Electric	\$ 40.00		
Water Only	\$ 40.00		
4:30 pm to 6 pm Standard Time	\$ 50.00		
4:30 pm to 7 pm Daylight Savings Time	\$ 50.00		
All Holidays & Weekends			
Electric Only	\$ 70.00		
Water & Electric	\$ 70.00		
Water Only	\$ 70.00		
DELEGATED REVIEW PROGRAM			
<u>Residential Development</u>			
Less than 100 lots	\$ 500.00		
100 to 300 lots	\$ 750.00		
Over 300 lots	\$ 1,000.00		
Commercial Development	\$ 750.00		