



ORDINANCE NO 2002-01

**AN ORDINANCE AMENDING SECTION 9-13.3, TRUCK ROUTES ESTABLISHED, OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA FOR THE PURPOSE OF CHANGING STREET NAMES TO CORRESPOND WITH THE APPROPRIATE 911 ADDRESS**

**BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED**, that Section 9-13.3 of the Code of Ordinances for the City of Orangeburg, State of South Carolina is amended and after amendment shall read as follows:

**Section 9-13.3 Truck Routes Established.** There is hereby established by the city designated truck routes which shall consist of the following road segments:

- John C. Calhoun Drive from the Edisto River to the U.S. 21/178 By-pass.
- Stonewall Jackson Boulevard from John C. Calhoun Drive to Glover Street.
- Glover Street from Stonewall Jackson Boulevard to the Edisto River.
- Stonewall Jackson Street from Glover Street to Charleston Road.
- U. S. 21/178 By-pass (Joe S. Jeffords Boulevard) from Charleston Road to Five Chop Road.
- Whitaker Parkway (U.S. 21/178 By-pass) from Five Chop Road to Russell Street.
- Chestnut Street from Russell Street to Broughton Street.
- Wingate Street from Columbia Road to St. Matthews Road.
- St. Matthews Road from Chestnut Street to Sims Street.
- Columbia Road from Chestnut Street to Sims Street.
- Sims Street from Columbia Road to St. Matthews Road.

The above described truck routes are further defined on the attached map, which is herein referenced and made a part of this section. (See Attachment I.)\*

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 19<sup>th</sup> DAY OF FEBRUARY 2002.**



ATTEST:

*Sharon M. Fanning*  
City Clerk

*Paul J. Min*  
Mayor

*James Hane*

*Andrea H. Kroll*

*Charles B. Brumfield*

*Joseph W. Kharee*

*Phil Dyer*

*William A. Hill*  
Members of Council

**ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF ORANGEBURG IN ORDER TO CHANGE PROPERTY OWNED BY LEONARD SANFORD, NANCY AND RONNIE RIGGINS, JERRY IRICK, AND CLYDE KEMMERLIN FROM "A-1 RESIDENTIAL, SINGLE-UNIT DISTRICT" TO "B-1 GENERAL BUSINESS DISTRICT"**

**WHEREAS**, the property owners herein below, pursuant to section 24-12.1 of the Zoning Ordinance of the City of Orangeburg has petitioned for an amendment of said ordinance described herein; and,

**WHEREAS**, proper notice of the public hearing for proposed zoning map amendment has been duly published in accordance with Section 24-12.5 of said zoning ordinance and the property has been duly posted in accordance with Section 24-12.6 of said zoning ordinance; and,

**WHEREAS**, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in council duly assembled and by the authority of same that this property as described herein below be changed from "A-1 Single Family Residential District." to "B-1 General Business District."

Property of Leonard Sanford, Nancy and Ronnie Riggins, and Jerry Irick having the following boundaries: Northeast by the right-of-way of Nelson Street, 175 feet and property of Hayward and Robert Seegars, 25 feet; Southeast by the property of Marice S. McDaniel, J. L. Sanford, J. H. and Lurline J. Cramer, Hattie L. and Kevin A. Odom, Cora W. Bowman, Hayward and Robert Seegars, 455.8 feet and property of Marion and Danny Syfrett, 192.9 feet; Southwest by right-of-way of Chestnut Street 81.9 feet; West by the right-of-way of the Intersection of Chestnut Street and St. Matthews Road, 540.9 feet. All measurements being more or less.

Property of J. Clyde Kemmerlin: North by other property of J. Clyde Kemmerlin, 150 feet; East by property of Al M. Hughes, Jr., 165.7 feet; Southwest by the right-of-way of Nelson Street, 214.7 feet; and Northwest by the right-of-way of St. Matthews Road, 80 feet. All measurements being more or less.

**BE IT FURTHER ORDAINED** that said amendment shall be effective as of the date of this ordinance and the Zoning Administrator is hereby directed to amend the zoning map and/or text of the zoning ordinance to reflect the above within seven (7) days of the adoption of this ordinance.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 19th DAY OF March, 2002.**



Paul G. Miller  
Mayor

Edward Haire  
Dorinda P. Trotter  
Thelma A. Miller  
Chad J. J. J.  
James W. Shreeve

Members of Council

ATTEST.

Sharon M. Lannix  
City Clerk







**AN ORDINANCE TO PERMIT UPPER-STORY, SINGLE-FAMILY DWELLING UNITS IN A B-2, CENTRAL BUSINESS DISTRICT BY AMENDING ARTICLE V, SECTION 24-5, TABLE I, RESIDENTIAL USES, ARTICLE X, SECTION 24-10.7, SPECIFIC DEVELOPMENT STANDARDS FOR CONDITONAL USES AND PROJECTS AND ARTICLE XIII, SECTION 24-13, WORDS DEFINED.**

**WHEREAS**, the City of Orangeburg, deems it is in the best interest of its citizens and in furtherance of downtown revitalization to permit single-family dwelling units in a B-2, Central Business District under limited conditions;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in council duly assembled and by the authority of same that Article V, Section 24-5, Table I, Residential Uses, is hereby amended to permit Upper-Story Dwellings as a conditional use in a B-2, Central Business District.

**BE IT FURTHER ORDAINED**, that Article X, Section 24-10.7, (a), Uses Affected By This Subsection, is hereby amended by adding an additional use which shall be designated as "21. Upper-Story Dwellings."

**BE IT FURTHER ORDAINED**, that Section 24-10.7, Specific Development Standards for Conditional Uses and Projects be amended by adding a new section (u) which Section shall read as follows:

"u. Upper-Story Dwellings. A upper story dwelling, where permitted by Article V, Table I shall meet the following conditions:

1. Each dwelling unit must have separate electric meters to measure utilities provided to the unit.
2. Each dwelling unit must have direct, independent means of ingress and egress from and to the dwelling unit to a public sidewalk or street.
3. Each dwelling unit must have a minimum gross floor area of 600 square feet.
4. Occupancy shall be limited to one (1) person per 150 square feet of gross floor area.
5. The method of solid waste collection must be approved by the City's Public Works Director."

**BE IT FURTHER ORDAINED**, that Article XIII, Words Defined is hereby amended by adding a new definition entitled Dwelling, Upper-Story which definition shall read as follows:

"Dwelling, Upper-Story shall mean a dwelling unit located in and above the ground floor of a principal building located in a B-2, Central Business District and occupied by an individual, or two or more persons related by blood, marriage, adoption and living as a single housekeeping unit."

**BE IT FURTHER ORDAINED**, that said amendments shall be effective as of the date of this Ordinance and the Zoning Administrator is hereby directed to amend the zoning text of the Zoning Ordinance to reflect the above within seven (7) days of the adoption of this Ordinance.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 2nd DAY OF APRIL, 2002.**



ATTEST

*Sharon H. Lannux*  
City Clerk

*Paul A. Miller*  
Mayor  
*Edward Haire*  
*Sandra F. Smith*  
*Charles B. Brumby*  
*Theresa A. Miller*  
*Chad Ferguson*  
*James P. Reese*  
Members of Council

ORDINANCE NO. 2002-04 -

**AN ORDINANCE TO AMEND CHAPTER XXIV, ARTICLE VI, SECTION 24-6.3a, FOR THE PURPOSE OF AMENDING THE DEFINITION OF APPROACH ZONE AND REFERENCING THE 2001 ORANGEBURG MUNICIPAL AIRPORT RESTRICTION MAP.**

**WHEREAS**, the LPA Group Incorporated has recommended an amended definition of the Approach Zone and has produced a new Orangeburg Municipal Airport Restriction Map, and;

**WHEREAS**, this Amendment is encouraged by the South Carolina Department of Commerce and the Federal Aviation Administration to enhance safety and protect the airport's airspace through compliance with Federal Air Regulations Part 77.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and members of City Council of the City of Orangeburg, in Council assembled and by the authority of the same; that Section 24-6.3a be amended as follows:

That the year of the referenced Orangeburg Municipal Airport Map be amended to read "2001."

That the definition of Approach Zone be amended to read "A zone that extends away from the runway, ends along the extended runway centerline, and is capped by the approach surfaces. It includes both the approach and transitional zones outside of the Airport Zone delineated on the above referenced Orangeburg Municipal Airport Restriction Map."

**BE IF FURTHER ORDAINED** that said amendments shall be effective as of the date of this Ordinance.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 18<sup>th</sup> DAY OF JUNE, 2002.**



ATTEST:

*Sharon A. Lanning*  
City Clerk

*Paul G. Miller*

Mayor

*Sam Haire*  
*Frederick A. Miller*  
*Charles D. Lanning*  
*James R. Haire*

Members of Council

ORDINANCE NO 2002-05 -

**AN ORDINANCE TO AMEND SECTION 2-10.1, PLANNING COMMISSION, BY ADDING A NEW SECTION NUMBERED 2-10.1 (g.) FOR THE PURPOSE OF PROVIDING FOR THE PAYMENT OF COSTS FOR PERIODIC REVIEWS OF THE CITY'S COMPREHENSIVE PLAN OR ANY OF ITS' ELEMENTS.**

**WHEREAS**, pursuant to S. C. Code Section 6-29-510 the Planning Commission is required to review the Comprehensive Plan or elements as often as necessary, but not less than once every five (5) years and to update said plan at least every ten (10) years, and;

**WHEREAS**, the Planning Commission is often requested by property owners to review the Comprehensive Plan or one or more of its' elements although not deemed necessary by the Planning Commission nor required by statutory law, and;

**WHEREAS**, certain costs are incurred in conducting a review of the Comprehensive Plan or an element thereof, and;

**WHEREAS**, City Council deems it necessary to provide for the funding of reviews initiated by property owners.

**NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED**, that Section 2-10.1, entitled Planning Commission, of the Code Ordinances for the City of Orangeburg, State of South Carolina is hereby amended by adding a new sub section (g.) which shall read as follows:

"g. Any property owner, resident of the City or authorized agent of a property owner filing an application or petition requesting a review of the Comprehensive Plan or any of its' elements, if approved by the Planning Commission, shall pay the full costs of said study or review and shall deposit said payment with the City within fifteen (15) days of filing the initial petition or application."

**BE IF FURTHER ORDAINED** that said amendments shall be effective as of the date of this Ordinance.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 18<sup>th</sup> DAY OF June, 2002.**



ATTEST:

City Clerk

*Paul G. Min*

Mayor

*David Haire*  
*Frederick A. Miller*  
*Charles D. Jones*  
*Jesse W. Roney*

Members of Council

ORDINANCE NO. 2002-06

AN ORDINANCE TO AMEND CHAPTER XIII OF THE CODE OF ORDINANCES, CITY OF ORANGEBURG, SOUTH CAROLINA PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE

BE IT ORDAINED by the Mayor and members of Council of the City of Orangeburg, in Council assembled and by authority of the same; that Section 13-9 be adopted to read as follows:

"For the purpose of regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, addition to, use or maintenance of one and two family dwellings and townhouses not more than three stories in height in the city of Orangeburg, providing for the issuance of permits and collection of fees therefor; the 2000 Edition of the International Building Code including Appendices E, G, H & J as prepared and adopted by the Southern Building Code Congress International, Inc., is hereby adopted and incorporated by reference as a part of this code. And that at least three (3) copies of said code are on file in the office of the Building Official."

DONE AND RATIFIED by City Council of the City of Orangeburg, South Carolina, this 18<sup>th</sup> day of June, 2002.



Paul G. Miller  
Mayor

Charles B. Brumfield

Gerard Haire

Frederick A. Miller

Charles D. Jones

Jayce W. Kerec

Members of Council

ATTEST:

Shirley H. Lanning  
City Clerk



ORDINANCE NO. 2002-07

**AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2002 AND ENDING SEPTEMBER 30, 2003**

**BE IT ORDAINED** by the Mayor and Council Members of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

**SECTION 1.** In accordance with Section 5-7-260 of the 1976 Code of Laws of South Carolina, and Council shall act by Ordinance to adopt budgets, levy taxes, and collect all other income sources available to the City pursuant to public notice.

**SECTION 2.** That the prepared budget for the fiscal year October 1, 2002-September 30, 2003, and the estimated revenue for payment of same is hereby adopted.

**SECTION 3.** That a tax to cover the period from the first day of January, 2002 to the Thirty-first day of December, 2002, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the Treasury of the City of Orangeburg for the use and service thereof; i.e., a tax of 72 mills be and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

**SECTION 4.** Tax levied under this Ordinance shall be due and payable at the office of the City Clerk and Treasurer, in the Municipal Building of the City of Orangeburg, South Carolina, from the first day of November, 2002, until the fifteenth day of January 2003, from the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday, Saturdays and Sundays excepted.

**SECTION 5.** On January 16, 2003, a penalty of fifteen (15) percent shall be added on all unpaid taxes. The City Clerk and Treasurer shall on March 17, 2003, place all delinquent properties in execution in accordance with and adding an additional execution cost of \$35.00 by Section 6-1-10, as amended, of the Code of Ordinances of the City of Orangeburg, South Carolina.

**SECTION 6.** If for any reason, any sentence, clause or provisions of this Ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

**DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED THIS 3<sup>rd</sup> DAY OF September, 2002.**



ATTEST:

CITY CLERK

*Paul A. Min*

MAYOR

*Joseph W. Rhoney*

*Charles D. Dugan*

*Robert A. Miller*

*Charles B. Barrett*

*Dorinda P. Hottel*

*Steven Haire*

MEMBERS OF COUNCIL



ORDINANCE NO. 2002-08

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF ORANGEBURG,  
SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2001 AND  
ENDING SEPTEMBER 30, 2002

THE CITY COUNCIL OF THE CITY OF ORANGEBURG HEREBY ORDAINS AND  
RATIFIES:

**Section 1.** That the Budget of the City of Orangeburg for the Fiscal Year beginning October 1, 2001 and ending September 30, 2002, designated as Ordinance No. 2001-15, shall be and hereby is amended so to levy a tax to cover the period from the first day of January 2001 to the thirty-first day of December 2001, both inclusive, for the sums and in the manner hereinafter mentioned and shall be levied, collected and paid into the Treasury of the City of Orangeburg, South Carolina, for the use and service thereof; i.e., a tax of seventy-two (72) mills and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

**Section 2.** That in all other respects, except as hereby and heretofore amended, the budget for the City of Orangeburg for the Fiscal Year beginning October 1, 2001 and ending September 30, 2002 shall remain in full force and effect.

**Section 3.** That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Adopted by the Council of the City of Orangeburg on this 3<sup>rd</sup> day of September 2002, at which a quorum was present and voting.

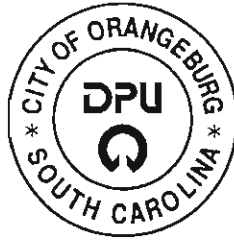


ATTEST:

Thom Hanning  
CITY CLERK

James M. Min  
MAYOR  
Jacquel K. Henry  
Paul J. J. J.  
Julius A. Miller  
Charles B. B.  
Donald R. R.  
Ben Hare  
MEMBERS OF COUNCIL





ORDINANCE NO. 2002-09

AN ORDINANCE TO ADOPT A BUDGET FOR THE OPERATION OF  
DEPARTMENT OF PUBLIC UTILITIES FOR THE  
CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA  
FOR THE FISCAL YEAR  
OCTOBER 1, 2002 THROUGH SEPTEMBER 30, 2003

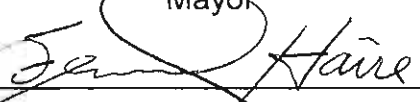
BE IT ORDAINED by City Council duly assembled that the attached budget consisting of seven (7) pages is hereby adopted as the operating budget for the Department of Public Utilities for the City of Orangeburg for the fiscal year October 1, 2002 through September 30, 2003.


BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is authorized to transfer budgeted amounts between line items and/or divisions or between approved capital projects in accordance with the duties and responsibilities of said Manager.

DONE AND RATIFIED by Council duly assembled this 3<sup>rd</sup> day of September, 2002.

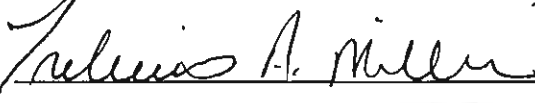


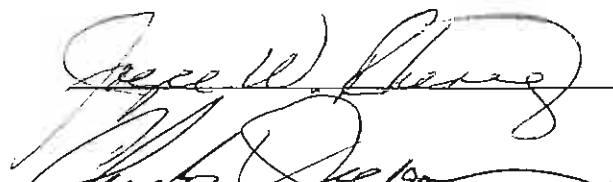
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Sandra P. Kibbles

  
\_\_\_\_\_  
Charles B. Bandy

  
\_\_\_\_\_  
Julius A. Miller

  
\_\_\_\_\_  
James W. Sherry

  
\_\_\_\_\_  
Members of Council

ATTEST:  
  
\_\_\_\_\_  
City Clerk



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**TOTAL PROJECTIONS**

	<b><u>ACTUAL</u></b> <b><u>2000-2001</u></b>	<b><u>PROJECTED</u></b> <b><u>2002-2003</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 70,277,847	\$ 68,612,085
Water and Wastewater Taps	184,142	185,000
Water and Wastewater Impact Fees	282,804	404,985
Counter Service Fees	867,810	836,564
Fiber Rentals	7,506	10,629
Miscellaneous Sales & Services	328,282	413,500
Charge Off Accts Collected	153,736	189,000
TOTAL INCOME	\$ 72,102,127	\$ 70,651,763
<b><u>COST OF SALES:</u></b>		
Electricity Purchased	\$ 32,800,477	\$ 35,056,600
Natural Gas Purchased	13,479,718	9,199,463
GROSS PROFIT	\$ 25,821,932	\$ 26,395,700
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 4,510,511	\$ 4,658,281
Operating Expense	5,165,941	5,883,647
Administrative Expense	5,529,756	5,866,652
Bad Debt Expense	311,103	350,000
TOTAL OPERATING EXPENSE	\$ 15,517,311	\$ 16,758,580
OPERATING PROFIT	\$ 10,304,621	\$ 9,637,120
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned 1989 Sinking Fund	\$ 39,235	\$ -
Interest Earned Short-Term Investment	1,140,953	743,804
TOTAL NON-OPERATING REVENUE	\$ 1,180,188	\$ 743,804
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 11,484,809	\$ 10,380,924
<b><u>NON-OPERATING EXPENSE:</u></b>		
Interest 1989 Bond Issue	\$ 74,025	\$ -
Other Interest Expense	-	-
TOTAL NON-OPERATING EXPENSE	\$ 74,025	\$ -
NET PROFIT	\$11,410,784	\$10,380,924



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**ELECTRIC DIVISION**

	<b><u>ACTUAL</u></b> <b><u>2000-2001</u></b>	<b><u>PROJECTED</u></b> <b><u>2002-2003</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 46,585,276	\$ 48,245,700
Counter Service Fees	614,418	605,500
Fiber Rentals	7,506	10,629
Miscellaneous Sales & Services	149,719	150,000
Charge Off Accts Collected	118,601	145,814
TOTAL INCOME	\$ 47,475,520	\$ 49,157,643
<b><u>COST OF SALES:</u></b>		
Electricity Purchased	\$ 32,800,477	\$ 35,056,600
GROSS PROFIT	\$ 14,675,043	\$ 14,101,043
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 2,349,718	\$ 2,444,560
Operating Expense	1,763,241	1,586,925
Administrative Expense	2,742,762	2,860,479
Bad Debt Expense	219,615	247,100
TOTAL OPERATING EXPENSE	\$ 7,075,336	\$ 7,139,064
OPERATING PROFIT	\$ 7,599,707	\$ 6,961,979
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 633,807	\$ 413,184
TOTAL NON-OPERATING REVENUE	\$ 633,807	\$ 413,184
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 8,233,514	\$ 7,375,163
<b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
NET PROFIT	\$ 8,233,514	\$ 7,375,163



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**GAS DIVISION**

	<b><u>ACTUAL</u></b> <b><u>2000-2001</u></b>	<b><u>PROJECTED</u></b> <b><u>2002-2003</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 16,701,766	\$ 12,265,950
Counter Service Fees	167,415	151,685
Miscellaneous Sales & Services	21,994	18,500
Charge Off Accts Collected	16,589	20,393
TOTAL INCOME	\$ 16,907,764	\$ 12,456,528
<b><u>COST OF SALES:</u></b>		
Natural Gas Purchased	\$ 13,479,718	\$ 9,199,463
GROSS PROFIT	\$ 3,428,046	\$ 3,257,065
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 409,769	\$ 411,367
Operating Expense	369,277	415,500
Administrative Expense	794,379	745,650
Bad Debt Expense	53,145	59,850
TOTAL OPERATING EXPENSE	\$ 1,626,570	\$ 1,632,367
OPERATING PROFIT	\$ 1,801,476	\$ 1,624,698
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 139,916	\$ 91,190
TOTAL NON-OPERATING REVENUE	\$ 139,916	\$ 91,190
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,941,392	\$ 1,715,888
<b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
NET PROFIT	\$ 1,941,392	\$ 1,715,888

**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**WATER DIVISION**

	<b><u>ACTUAL</u></b> <b><u>2000-2001</u></b>	<b><u>PROJECTED</u></b> <b><u>2002-2003</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 4,297,593	\$ 4,828,185
Water Taps	132,351	135,500
Water Impact Fees	133,706	185,535
Counter Service Fees	51,361	48,225
Miscellaneous Sales & Services	99,653	150,000
Charge Off Accts Collected	11,959	14,704
TOTAL INCOME	\$ 4,726,623	\$ 5,362,149
GROSS PROFIT	\$ 4,726,623	\$ 5,362,149
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 967,229	\$ 988,317
Operating Expense	1,629,664	1,889,722
Administrative Expense	1,305,585	1,524,923
Bad Debt Expense	26,231	29,400
TOTAL OPERATING EXPENSE	\$ 3,928,709	\$ 4,432,362
OPERATING PROFIT	\$ 797,914	\$ 929,787
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned 1989 Sinking Fund	\$ 39,235	\$ -
Interest Earned Short-Term Investment	260,116	169,587
TOTAL NON-OPERATING REVENUE	\$ 299,351	\$ 169,587
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,097,265	\$ 1,099,374
<b><u>NON-OPERATING EXPENSE:</u></b>		
Interest 1989 Bond Issue	\$ 74,025	\$ -
Other Interest Expense	-	-
TOTAL NON-OPERATING EXPENSE	\$ 74,025	\$ -
NET PROFIT	\$ 1,023,240	\$ 1,099,374



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED BUDGET**  
**WASTEWATER DIVISION**

	<b><u>ACTUAL</u></b> <b><u>2000-2001</u></b>	<b><u>PROJECTED</u></b> <b><u>2002-2003</u></b>
<b><u>OPERATING INCOME:</u></b>		
Net Billings	\$ 2,693,212	\$ 3,272,250
Wastewater Taps	51,791	49,500
Wastewater Impact Fees	149,098	219,450
Counter Service Fees	34,616	31,154
Miscellaneous Sales & Services	56,916	95,000
Charge Off Accts Collected	6,587	8,089
TOTAL INCOME	\$ 2,992,220	\$ 3,675,443
GROSS PROFIT	\$ 2,992,220	\$ 3,675,443
<b><u>OPERATING EXPENSES:</u></b>		
Depreciation Expense	\$ 783,795	\$ 814,037
Operating Expense	1,403,759	1,991,500
Administrative Expense	687,030	735,600
Bad Debt Expense	12,112	13,650
TOTAL OPERATING EXPENSE	\$ 2,886,696	\$ 3,554,787
OPERATING PROFIT	\$ 105,524	\$ 120,656
<b><u>NON-OPERATING REVENUE:</u></b>		
Interest Earned Short-Term Investment	\$ 107,114	\$ 69,843
TOTAL NON-OPERATING REVENUE	\$ 107,114	\$ 69,843
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 212,638	\$ 190,499
<b><u>NON-OPERATING EXPENSE:</u></b>		
Other Interest Expense	\$ -	\$ -
TOTAL NON-OPERATING EXPENSE	\$ -	\$ -
NET PROFIT	\$ 212,638	\$ 190,499

**APPROVED CAPITAL IMPROVEMENTS PLANNED**  
**FISCAL YEAR 2002 - 2003**

Administrative Building Modifications	\$ 975,000
115 kV Cross-Town Transmission Tie	\$ 846,000
Geographical Information System	\$ 800,000
115 kV Transmission Line & Substation #24	\$ 200,000
Natural Gas Service to U.S. Highway 301 North	\$1,350,000
Modifications to the 1971 4 Million Gallon Finished Water Reservoir	\$ 380,000
10 Million Gallons Per Day Treatment Capacity Expansion at the Water Treatment Plant	\$1,750,000
24" Ductile Iron Water Main From Water Plant to Existing 12" Mains Along Riverside Drive & Riverbank Drive	<u>\$ 490,000</u>
TOTAL	\$6,791,000



**DEPARTMENT OF PUBLIC UTILITIES**  
**CITY OF ORANGEBURG**  
**PROJECTED SOURCES OF FUNDING & EXPENDITURES**  
**FISCAL YEAR 2002 - 2003**

	<u>2003</u>
<u>OPERATIONS:</u>	
Net Income	\$10,380,924
Charges Against Operations Not Requiring Working Capital - Depreciation	<u>\$ 4,658,281</u>
TOTAL	\$15,039,205
 <u>USE OF WORKING CAPITAL:</u>	
Approved Capital Projects For Fiscal Year	\$ 6,791,000 **
Investment - Future Projects	\$ 4,798,205
Cash Transfer to City General Fund In Lieu of Taxes	<u>\$ 3,450,000</u>
TOTAL	\$15,039,205

\*\* SEE ATTACHMENT FOR BREAKDOWN OF APPROVED CAPITAL PROJECTS

ORDINANCE NO. 2002-10

**ORDINANCE TO AMEND SECTION 24-4.1, DISTRICT BOUNDARIES AND MAPS OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG AND THE ZONING MAP OF THE CITY OF ORANGEBURG, SOUTH CAROLINA.**

**WHEREAS**, pursuant to section 24-12.1(b)(a) of the Zoning Ordinance of the City of Orangeburg, South Carolina, a petition has been made for an amendment of said Ordinance and Map; and,

**WHEREAS**, proper notice of the Public Hearing for proposed Zoning Map amendment has been duly published in accordance with Section 24-12.5 and the property has been duly posted in accordance with Section 24-12.6 of said Zoning Ordinance; and,

**WHEREAS**, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in Council duly assembled, and by the authority of same that the Zoning Map of the City of Orangeburg is hereby amended by changing the classification of the below described property from "A-2 Residential Multi-Unit District" to "B-1 General Business District".

**BE IT FURTHER ORDAINED** that this amendment shall be effective as of the date of this Ordinance and the Zoning Administrator is hereby directed to amend the Zoning Map of the City of Orangeburg to reflect the above within seven (7) days of the adoption of this ordinance.

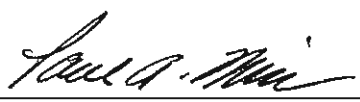
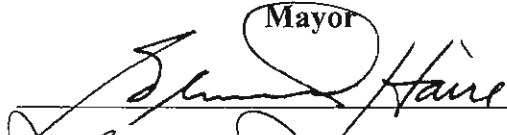


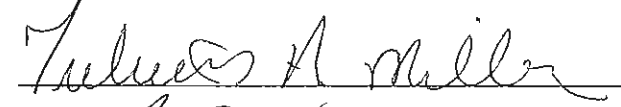
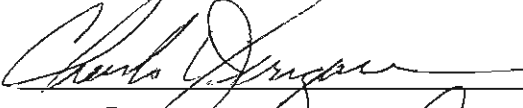
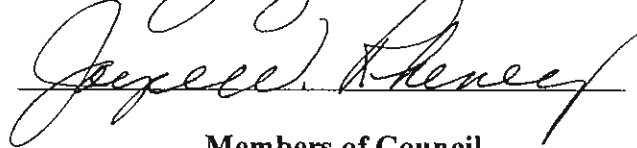
**Description of Property:**

Tax Map Number 0173-17-33-006 consisting of all that certain piece, parcel or lot of land, situate, lying and being in School District # 5, Orangeburg County, State of South Carolina, bounded and measuring as follows: On the northeast by Maple Street and measuring two hundred and forty-eight (248) feet, more or less; on the southeast by Glover Street and measuring four hundred and forty-nine (449) feet, more or less; on the southwest property owned by Shakti Corporation of South Carolina and measuring two hundred and eighty-four (284) feet, more or less; and on the northwest by property of Shakti Corporation and Christine C. and Bruce D. Hollar and measuring three hundred and ninety-seven (397) feet, more or less. The rezoning is requested by the owner of the property, St. Paul Baptist Church.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 15th DAY OF OCTOBER 2002.**



  
City Clerk

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Members of Council



ORDINANCE NO. 2002-11

**ORDINANCE TO AMEND SECTIONS 24-4.1, DISTRICT BOUNDARIES AND MAPS OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG AND THE ZONING MAP OF THE CITY OF ORANGEBURG, SOUTH CAROLINA.**

**WHEREAS**, pursuant to section 24-12.1(b)(a) of the Zoning Ordinance of the City of Orangeburg, South Carolina, a petition has been made for an amendment of said Ordinance and Map; and,

**WHEREAS**, proper notice of the Public Hearing for proposed Zoning Map amendment has been duly published in accordance with Section 24-12.5 and the property has been duly posted in accordance with Section 24-12.6 of said Zoning Ordinance; and,

**WHEREAS**, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in Council duly assembled, and by the authority of same that the Zoning Map of the City of Orangeburg is hereby amended by changing the classification of the below described property from " D-1 Industrial District" to " A-2 Residential Multi-Unit District".

**BE IT FURTHER ORDAINED** that this amendment shall be effective as of the date of this Ordinance and the Zoning Administrator is hereby directed to amend the Zoning Map of the City of Orangeburg to reflect the above within seven (7) days of the adoption of this ordinance.


**Description of Property:**




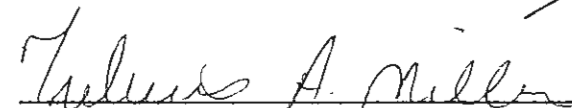
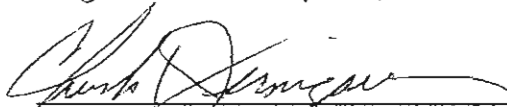
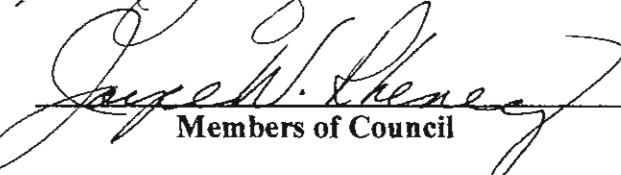
All that certain piece, parcel or lot of land, situate, lying on the northeast by Rowe Street measuring one hundred and nine (109) feet, more or less; on the southeast by property of Edward F. Anderson measuring one hundred twenty-three (123) feet, more or less; on the southwest by property of James and Tina Irick measuring one hundred and three (103) feet, more or less; and on the northwest by Brunson Court measuring one hundred forty-one (141) feet, more or less. This rezoning is requested by property owner, Edisto Habitat for Humanity. (Tax Map #0173-18-15-005)

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 15<sup>th</sup> DAY OF OCTOBER 2002.**



  
City Clerk

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Members of Council

ORDINANCE NO. 2002-12

**AN ORDINANCE TO ANNEX PROPERTY OWNED BY SARAH MONROE, INTO THE CORPORATE LIMITS OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA (TAX MAP # 0173-07-01-002), TO ZONE SAME AS "B-1 GENERAL BUSINESS DISTRICT" AND TO ASSIGN SAME TO MUNICIPAL COUNCIL DISTRICT 2**

**WHEREAS**, Sarah Monroe is petitioning for annexation pursuant to 5-3-150 of the Code of Laws for the State of South Carolina; and

**WHEREAS**, the City Council of the City of Orangeburg has accepted the petition to annex the area described on said petition herein below,

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Orangeburg, State of South Carolina, in Council duly assembled, and by the authority of same, that the area described herein below and being more particularly described on the copy of the Petition for Annexation attached hereto and made a part hereof by reference (said Petition for Annexation being simultaneously accepted) is hereby annexed into the corporate limits of the City of Orangeburg, State of South Carolina, as of the date of the adoption of this Ordinance.

**BE IT FURTHER ORDAINED** that upon passage of this Ordinance annexing the property described herein below, the City Administrator is hereby directed to submit said annexation to the United States Department of Justice for approval.

**BE IT FURTHER ORDAINED** that upon said annexation, the below described property shall be zoned "B-1 General Business District" and the City Building Official pursuant to 24-12.7, Chapter XXIV, Article XII of the Code of Ordinances for the City of Orangeburg, is hereby directed to make necessary changes and amendments to the official Zoning Map of the City of Orangeburg, to reflect said zoning classification.

**BE IT FURTHER ORDAINED**, that said newly, annexed area-based on contiguity-shall be included in and assigned to Municipal Council District 2 and the Municipal District Map dated December 4, 2001, shall be amended to reflect said addition to Municipal District 2.

**Description of Property:**

All that certain piece, parcel or lot of land (Tax Map #0173-07-01-002), situate and, lying on the northeast by the property of the City of Orangeburg measuring fifty-one and four tenths (51.4) feet, more or less; on the southeast by property of James H. Green, Jr., et al, measuring one hundred ninety-three and five tenths (193.5) feet, more or less; and on the southwest by Chestnut Street measuring fifty (50) feet, more or less; and on the northwest by other property of Sarah Monroe measuring one hundred eighty-one and four tenths (181.4) feet, more or less.

**Passed by the City Council for the City of Orangeburg, State of South Carolina, this 15th day of October 2002.**



*Harmon Lanning*  
Attest:  
City Clerk

*Paul G. Hair*  
Mayor  
*James H. Green, Jr.*  
*James H. Green, Jr.*  
*Charles B. Brown*  
*Travis A. Miller*  
*Charles D. Brown*  
*Joseph W. Phares*  
Members of Council





ORDINANCE NO. 2002-13<sup>11</sup>

**AN ORDINANCE TO ADOPT ALL NEW RATES PERTAINING TO NATURAL GAS FOR THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF ORANGEBURG**

**BE IT ORDAINED** By the Mayor and Members of Council of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same;

That all the rates of the Department of Public Utilities of the City of Orangeburg pertaining to Natural Gas, as heretofore adopted be, and the same are hereby repealed, and in lieu thereof, the Natural Gas Rates of the Department of Public Utilities of the City of Orangeburg, hereto attached, be and they are hereby, declared effective and in full force on November 6, 2002 or December 1, 2002 as indicated on the Rate Schedule;

**BE IT FURTHER ORDAINED**, by the Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the rates be accepted; and

**DONE AND RATIFIED BY** City Council duly assembled this 5<sup>th</sup> day of November, 2002.



*Paul A. Min*

MAYOR

*James H. Haile*  
*Sandra L. Knott*

*Charles B. Samuels*

*Julius A. Miller*

*Paul D. Jones*

*Joseph W. Phares*  
MEMBERS OF COUNCIL

ATTEST:

*Sharon A. Lanning*  
CITY CLERK

**Applicable:**

To a single-family dwelling unit or individual dwelling units in apartment or other multi-family residential structures where each unit is served through a separate gas meter. This schedule is not applicable to a residence that is used for commercial, professional, or any other enterprise unless the domestic use is separately metered.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

**Supply Charge:**

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

**Distribution Charge:**

\$0.1775 per therm delivered

**Service Charge:**

\$5.00 per meter per month

**Weather Normalization Charge:**

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: November 6, 2002**



**Applicable:**

To any non-domestic and/or commercial or industrial customer having requirements of less than 4,000 therms per month.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

**Supply Charge:**

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

**Distribution Charge:**

\$0.1600 per therm delivered

**Service Charge:**

\$10.00 per meter per month

**Weather Normalization Charge:**

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

**Note: “General Terms and Conditions” in effect apply to above.**

**Effective: November 6, 2002**

**Applicable:**

To any non-domestic and/or commercial or industrial customer having requirements in excess of 400 dekatherms per month. This rate schedule is not available to any customer whose requirements exceed 250 dekatherms per day on 4 or more days during the most recent 12 month period.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

**System Gas Supply Charge:**

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

**Distribution Charge:**

\$1.25 per dekatherm delivered

**Service Charge:**

\$100.00 per bill

**Weather Normalization Charge:**

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

**Note: “General Terms and Conditions” in effect apply to above.**

**Effective: November 6, 2002**



**Applicable:**

This rate schedule is applicable to any consumer who has entered into a Service Agreement that specifies a Contract Demand for service under this Rate Schedule. Service under this Rate Schedule is dependent upon the Department successfully securing the rights to any additional capacity which the Department in its sole opinion, determines is required in order to serve the Customer and continue economic service to existing firm service customers. All quantities of natural gas delivered to the Customer on any day in excess of Contract Demand are considered interruptible and are subject to the terms and conditions of the Department's Interruptible Service Gas Sales Schedule (Code 3D). In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) of Department installed flow computer and other metering equipment.

**Monthly Rate:**

Customer will pay monthly for service based on separately applied charges for Contract Demand Gas Supply – Demand, Contract Demand Gas Supply – Commodity, Distribution, and Customer Service components.

**Contract Demand Gas Supply – Demand Charge:**

Customer will pay monthly for each dekatherm of Contract Demand, the Department's Contract Demand Gas Supply – Demand Charge. The Department's Contract Demand Gas Supply – Demand Charge is the average unit cost (as adjusted for losses) related to demand and/or reservation charges incurred by the Department in connection with the purchase and delivery to the Department of gas transported pursuant to the Department's firm RFT Transportation Agreement with South Carolina Pipeline Corporation (SCPC). Costs include all demand related costs associated with the acquisition of such gas and the transportation of such gas by SCPC and interstate pipelines upstream of SCPC.

**Contract Demand Gas Supply – Commodity Charge:**

Customer will pay monthly for each dekatherm delivered, the Department's Contract Demand Gas Supply – Commodity Charge. The Department's Contract Demand Gas Supply – Commodity Charge is the average unit cost (as adjusted for losses) of charges other than demand or reservation incurred by the Department in connection with the purchase and delivery to the Department of gas transported pursuant to the Department's firm RFT Transportation Agreement with SCPC. Costs include all costs associated with the acquisition of such gas and the transportation of such gas by SCPC and interstate pipelines upstream of SCPC not included in the Contract Demand Gas Supply – Demand Charge.

**Distribution Charge:**

Demand Charge: \$3.00 per dekatherm of Contract Demand

Commodity Charge: \$0.40 per dekatherm delivered

**Service Charge:**

\$150.00 per bill

**Minimum:**

The monthly minimum charge is the Contract Demand Gas Supply – Demand Charge plus the Distribution Demand Charge plus the Customer Service Charge.

**Interruptible Deliveries:**

Daily deliveries in excess of the Customer's Contract Demand are considered Interruptible. The Customer will be billed monthly for interruptible deliveries on the basis of the rate charges and terms and conditions set forth in the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D).

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2002**

**Applicable:**

This rate schedule is applicable to any consumer who has entered into a Service Agreement that specifies a Contract Demand for Service under this Rate Schedule. The Department reserves the right to limit service under this Rate Schedule to existing customers taking service hereunder where the Department, in its sole opinion has determined that sufficient capacity is not available to provide such additional service without jeopardizing economic service to its other firm service customers. Deliveries of gas under this Rate Schedule are limited to periods of curtailment or interruption on the Department's system. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment.

**Monthly Rate:**

Customer will pay monthly for service hereunder based on separately applied charges for Propane Peaking Gas Supply – Demand, Propane Peaking Gas Supply – Commodity, Propane Peaking gas Supply – Excess Inventory, Distribution, and Customer Service components.

**Propane Peaking Gas Supply – Demand Charge:**

\$1.00 per dekatherm of Contract Demand

**Propane Peaking Gas Supply – Commodity Charge:**

Customer will pay monthly for each dekatherm delivered, the Department's average unit cost (as adjusted for losses) associated with propane used by the Department in its Propane-Air Peak Shaving Plant.

**Propane Peaking Gas Supply – Excess Inventory Charge:**

Customer will pay a monthly surcharge of \$0.22 per dekatherm for each dekatherm of gas delivered under this Rate Schedule during the 6 month period ended with the current billing month, in excess of 6 times Customer's Propane Peaking Service Contract Demand.

**Distribution Charge:**

Demand Charge: \$3.00 per dekatherm of Contract Demand

Commodity Charge: \$0.40 per dekatherm delivered

**Service Charge:**

\$150.00 per bill – This charge will be discounted to \$50.00 in the event Customer pays a Customer Charge pursuant to the Department's Contract Demand Service Gas Sales Rate Schedule (Rate Code 3E).



**Minimum:**

The monthly minimum charge will be the Propane Peaking Gas Supply – Demand Charge, plus Propane Peaking Gas Supply – Excess Inventory Charge, plus Distribution – Demand Charge, plus Customer Service Charge.

**Deliveries:**

Deliveries hereunder will be limited to deliveries to the Customer during periods of interruption or curtailment. During periods of interruption or curtailment, deliveries in excess of the Customer's Contract Demand for Contract Demand Service will be considered Propane Peak Shaving Service up to the Customer's Propane Peak Shaving Contract Demand. Deliveries in excess of the Customer's Propane Peak Shaving Contract Demand will be considered delivered under the Department's Interruptible Service Gas Sales Rate Schedule and will be priced based on the unauthorized overrun provisions of that rate schedule.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2002**

**Applicable:**

This rate schedule is applicable to any consumer who has entered into a Service Agreement for the transportation of natural gas through the Department's gas distribution system. The Department will endeavor to provide firm service under this Rate Schedule up to the quantity of gas received by Department for the account of the Customer. Service under this Rate Schedule is not available to any Customer who takes service under the Department's Gas Sales Rate Schedules(s). All quantities of natural gas delivered to the Customer on any day in excess of receipts on that day are considered interruptible and will be subject to the terms and conditions of the Department's Interruptible Service Gas Sales Rate Schedule (Code 3D). In order to receive service hereunder, the customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for the Department installed flow computer and other metering equipment.

**Monthly Rate:**

The Customer will pay monthly for service hereunder based on separately applied charges for Distribution and Customer Service components. In addition to these charges, the Customer will pay for any gas delivered to the Customer in excess of Receipts and will reimburse the Department for any costs attributable to the Customer's actions or inactions with regard to the Customer's purchase of gas and/or transportation of gas upstream of the Department, including but not limited to, the Customer's failure to balance daily receipts and deliveries and the Customer's failure to properly schedule receipts and deliveries.

**Distribution Charge:**

\$0.75 per dekatherm delivered

**Customer Service Charge:**

\$150.00 per bill – In the event customer pays a Customer Service Charge pursuant to service under the Department's Firm Gas Transportation Service (Rate Code 3H), this charge will be waived.

**Minimum:**

The monthly minimum charge will be the Customer Service Charge.

**Receipts:**

As used herein, the term Receipts represents the volume of gas received by the Department for the account of Customer, less losses.

**Deliveries:**

As used herein, Deliveries represent volumes of gas delivered by the Department to the Customer subject to this Rate Schedule. Deliveries to the customer on any day will be equal to the lesser of the quantity of gas received by the Department or the metered quantity of gas delivered to the Customer. Metered deliveries on any day in excess of receipts will be used to offset any excess in receipts during the same billing month. Daily receipts by the Department in excess of metered deliveries to the Customer will be used to offset any deficiency in receipts during the same billing month, except, excess receipts may not be used to offset any deficiency which occurred on any day that the Department's system is in curtailment. On any day when the Department's system is in curtailment, excess metered deliveries over receipts will be considered sold to Customer as unauthorized overrun gas pursuant to the Department's Interruptible Service Gas Sales Rate Schedule (rate Code 3D).

**Balancing:**

The Customer is required to balance receipts and deliveries on a daily basis. For each billing month, any excess in receipts over metered deliveries to the customer will be purchased by the Department at 95% of the Department's average unit cost of its lowest cost supply (including associated transportation charges and as adjusted for losses). Any deficiency in receipts will be purchased by the Customer at 105% of the greater of the Interruptible Gas Supply Charge or the Department's out-of-pocket cost associated with the Customer's deficiency. In addition, the Customer will pay any penalty incurred by the Department attributable to the Customer's failure to balance receipts and deliveries.

**Scheduling:**

The Customer is responsible for the scheduling of receipts and deliveries on transportation systems upstream of the Department and on the Department's system. The Customer must schedule (including scheduling with the Department) in accordance with the requirements of upstream systems used by the Customer to transport gas to the Department.

**Service Character:**

The Department will endeavor to provide firm service hereunder up to the daily quantity of gas received by the Department. The Department however, reserves the right to interrupt, curtail, or suspend deliveries and/or receipts under this Rate Schedule if in the sole opinion of the Department such interruption, curtailment, or suspension is required in order to protect economic service to the Department's firm sales customers.

Service hereunder is limited to the delivery to the Customer, by the Department, of gas received by the Department for the account of the Customer. Customer assumes all responsibility in connection with the purchase of gas and the transportation of gas to the Department in sufficient quantities to meet the Customer's requirements.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2002**



**Applicable:**

This rate schedule is applicable to any consumer who has entered into a Service Agreement with the Department which specifies a Contract Demand for the transportation of natural gas through the Department's gas distribution system and upstream pipeline(s). Service under this Rate Schedule is dependent upon the Department successfully securing the rights to the upstream capacity desired by the Customer and the Customer executing a Service Agreement with the Department which corresponds to the terms of any agreement(s) the Department must enter into to secure the capacity. Service under this Rate Schedule is not available to any customer who takes service under the Department's Gas Sales Rate Schedule(s). Quantities of natural gas delivered to the Customer on any day and/or receipts by the Department in excess of Contract Demand will be considered gas transported pursuant to the terms, conditions, and prices of the Department's Interruptible Gas Transportation Service Rate Schedule (Rate Code 3G). In order to receive service hereunder, the customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for the Department installed flow computer and other metering equipment.

**Upstream Capacity Rights:**

Two options are available to the Customer with respect to upstream firm capacity rights. Option 1 is for capacity rights for the intrastate transportation of natural gas by South Carolina Pipeline Corporation (SCPC). Option 2 is for capacity rights for the intrastate transportation of natural gas by SCPC and for the interstate transportation of natural gas by Southern Natural Gas Company (Southern) and Transcontinental Gas Pipe Line Corporation (Transco).

**Monthly Rate:**

The Customer will pay monthly for service hereunder based on separately applied charges for Upstream Transportation, Upstream Capacity Administration, Distribution and Customer Service components. In addition to these charges, the Customer will pay for any gas delivered to the Customer in excess of Receipts and will reimburse the Department for any costs attributable to the Customer's actions or inactions with regard to the Customer's purchase of gas and/or transportation of gas upstream of the Department, including but not limited to, the Customer's failure to balance daily receipts and deliveries and the Customer's failure to properly schedule receipts and deliveries.

**Upstream Transportation Charge:**

The Customer will pay monthly, the Department's out-of-pocket costs associated with providing firm upstream transportation to the Customer. Out-of-pocket costs are the Customer's pro-rata share of charges billed (as adjusted for losses) to the Department for transportation service by SCPC (and by Southern and Transco, if applicable) plus any penalty, surcharge, or other charge incurred by the Department as a result of the Customer's action or inaction. Charges billed to the Department based on the Department's Contract Demand will be billed to the Customer based on the Customer's Contract Demand. Charges billed to the Department on the basis of gas delivered to the Department will be billed on the basis of deliveries to the Customer.

**Upstream Capacity Administration Charge:**

Demand Charge: \$0.500 per dekatherm of Contract Demand

Commodity Charge: \$0.005 per dekatherm delivered

**Distribution Charge:**

Demand Charge: \$3.00 per dekatherm of Contract Demand

Commodity Charge: \$0.40 per dekatherm delivered

**Customer Service Charge:**

\$150.00 per bill

**Minimum:**

The monthly minimum charge will be the Customer's pro rata share of upstream demand charges (adjusted for losses), plus Upstream Capacity Administration Charge – Demand, plus the Distribution Demand Charge, plus Customer Service Charge.

**Receipts:**

As used herein, the term receipts represents the volume of gas received for the account of the Department for redelivery to the Customer less losses. Receipts in excess of the Customer's Contract Demand will be considered gas transported pursuant to the provisions of the Department's Interruptible Gas Transportation Service Rate Schedule (Rate Code 3G).

**Deliveries:**

As used herein, Deliveries represent the volume of gas delivered by the Department to the Customer subject to this Rate Schedule. Deliveries to the Customer hereunder are considered first through the meter. Deliveries to the customer on any day will be equal to the lesser of the quantity of gas received by the Department for the customer's account or the metered quantity of gas delivered to the Customer, or the Customer's Contract Demand. Metered deliveries on any day in excess of receipts will be used to offset any excess in receipts during the same billing month. Daily receipts by the Department in excess of metered deliveries to the Customer will be used to offset any deficiency in receipts during the same billing month, except, excess receipts may not be used to offset any deficiency which occurred on any day the Department's system is in curtailment. On any day when the Department's system is in curtailment, excess metered deliveries over receipts will be considered sold to the Customer as unauthorized overrun gas pursuant to the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D).

**Balancing:**

The Customer is required to balance receipts and deliveries on a daily basis. For each billing month, any excess in Receipts over metered deliveries to the Customer will be purchased by the Department at 95% of the Department's average unit cost of its lowest cost supply (including associated transportation charges and as adjusted for losses). Any deficiency in receipts will be purchased by the Customer at 105% of the greater of the Interruptible Gas Supply Charge or the Department's out-of-pocket cost associated with the Customer's deficiency. In addition, the Customer will pay any penalty incurred by the Department attributable to the Customer's failure to balance receipts and deliveries.

**Scheduling:**

Customer is responsible for the scheduling of receipts and deliveries with the Department (or the Department's agent) and with any other party that requires scheduling except those pipelines which the Customer has contracted through the Department to transport the Customer's gas. At the Department's sole discretion, the Department will schedule the Customer gas with other parties if so requested by the Customer. The Customer must schedule receipts and deliveries with the Department 30 minutes in advance of the earliest deadline established by SCPC, Southern, Transco, or any other party with which the Department must schedule gas.

**Service Character:**

Transportation service hereunder is considered firm up to the daily quantity of gas received by the Department. The Department however, reserves the right to interrupt, curtail, or suspend deliveries and/or receipts under this Rate Schedule if in the sole opinion of the Department such interruption, curtailment, or suspension is required in order to protect economic service to the Department's firm sales customers.

Service hereunder is limited to the delivery to the Customer, by the Department, of gas received by the Department for the account of Customer. Customer assumes all responsibility in connection with the purchase of gas and the delivery of gas to the Department. The Department provides Customer with entitlement to firm capacity on pipeline systems designated by Customer upstream of the Department. The Department provides no guarantee or warranty regarding the actual service provided by upstream pipeline systems.

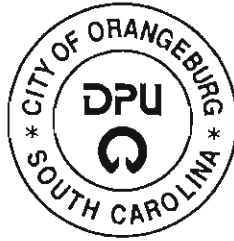
**Capacity Release:**

If Customer so desired, the Department will endeavor to release capacity contracted through the Department by Customer as provided under the capacity release provisions of SCPC's, Southern's, and/or Transco's tariff. In the event capacity is so released, Customer will compensate the Department for any costs, penalties, or other charges which the Department may incur attributable to the release of Customer's capacity. In the event capacity is so released, the Department will credit Customer with the savings realized.

**Note: "General Terms and Conditions" in effect apply to above.**

**Effective: December 1, 2002**





ORDINANCE NO. 2002-14

**AN ORDINANCE TO ADOPT THE GENERAL TERMS AND CONDITIONS FOR THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF ORANGEBURG**

**BE IT ORDAINED** By the Mayor and Members of Council of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same;

That the General Terms and Conditions of the Department of Public Utilities of the City of Orangeburg, as heretofore adopted be, and the same is hereby repealed, and in lieu thereof, the General Terms and Conditions of the Department of Public Utilities of the City of Orangeburg, hereto attached, be and is hereby, declared effective and in full force on November 6, 2002;

**BE IT FURTHER ORDAINED**, by the Mayor and Members of Council of the City of Orangeburg, in Council assembled, and by authority of the same, that the General Terms and Conditions be accepted; and

**DONE AND RATIFIED BY** City Council duly assembled this 5th day of November, 2002.



Sam A. Min  
MAYOR

Charles B. Brumfield  
Chris J. [unclear]  
Joseph D. Roney

\_\_\_\_\_  
MEMBERS OF COUNCIL

ATTEST:  
Sharon H. Lanning  
CITY CLERK

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



**TABLE OF CONTENTS**

<b>I. <u>GENERAL</u></b>	<b>4</b>
A. Foreword	4
B. Application	4
C. Term of Service	4
D. Terms and Conditions	4
E. Statements By Agents	5
<b>II. <u>DEFINITIONS</u></b>	<b>5-6</b>
<b>III. <u>CONDITIONS OF SERVICE</u></b>	<b>6</b>
A. General	6
B. Access to Customer's Premises	6
C. Rights-of-Way	6
D. Character of Service	6-7
E. Use of Service	7
F. Continuance of Service and Liability Therefore	7
<b>IV. <u>DEPARTMENT'S INSTALLATIONS</u></b>	<b>7</b>
A. Electric	7
1. Electric Meter Bases	7
2. Permanent Installations	8
3. Temporary/Seasonal/Short Term Service (Overhead & Underground)	8
4. Farm Service/Shop Service/Irrigation Service	8
5. Hybrid Electrical Service	8
6. Primary Line/Secondary Line/Meter Relocation	8
7. Private Lighting and Poles	8-9
B. Natural Gas	9
1. Inside City Limits	9
2. Outside City Limits	9
C. Water	9
1. Tap Fees	9-10
2. Impact Fees	10
3. Extensions	10-11
4. Fire Service Taps	11
5. Other Services	12
D. Wastewater	12
1. Tap Fees	12
2. Impact Fees	12-13
3. Extensions	13
E. Special Equipment	13

<b>V. <u>CUSTOMER'S INSTALLATIONS</u></b>	<b>13</b>
A. General	13-14
B. Electric	14
C. Natural Gas	14
D. Water	15
E. Wastewater	15-16
<b>VI. <u>SERVICE TERMS</u></b>	<b>16</b>
A. Denial or Discontinuance of Service	16-17
B. Safety Requirements	17
C. Disconnection for Non-Payment	17
D. Connection/Reconnection/Disconnection of Services	18
<b>VII. <u>BILLING AND PAYMENT TERMS</u></b>	<b>19</b>
A. General	19-21
B. Returned Checks	21
C. Deposit	21-22
D. Billing/Payment Disputes	22
E. Billing Errors	22
1. Customer Overcharged (Due to Human or Machine Error)	22
2. Customer Undercharged (Due to Human or Machine Error)	22-23
3. Customer Undercharged (Due to Willfully Misleading the Department)	23
F. Metered Service	23
G. Tampering Charges	23



**I. GENERAL**

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

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

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

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

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

Customers having more than one residence or place of business, who desire more than one type of available service must make a separate application for each location or type of service. At the time of application, the Department shall determine the class of service appropriate to the applicant. In the event that the character of the Customer’s service changes in such a way as to make them ineligible for their current service rate, the Department reserves the right to alter the Customer’s class of service. Conversely, should the Customer’s character of utility usage change in such a way as to qualify the Customer for a rate which would yield a lower cost to the Customer, it is the Customer’s responsibility to inform the Department and re-apply under the new class of service. Service will not be granted to an applicant under eighteen (18) years of age without special approval from the Manager of the Department.

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

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

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

## II. DEFINITIONS

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

- A. "Day" shall mean a period of twenty-four (24) consecutive hours beginning at 8:00 A.M. or at such other hour as may be designated.
- B. "Month" shall mean the period between any two (2) regular readings of the Department's meters, which shall be not less than twenty-eight (28) days or not more than thirty-four (34) days.
- C. "Year" shall mean a period of 365 days commencing with the day of first delivery of service hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "BTU" shall mean a British Thermal Unit; the amount of heat required to raise the temperature of one (1) pound of water 1 degree Fahrenheit at 60 degrees Fahrenheit.
- E. "Therm" shall mean the quantity of heat energy which is 100,000 British Thermal Units.
- F. "Dekatherm (dt)" shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.
- G. "CCF" shall mean one-hundred (100) cubic feet.
- H. "MCF" shall mean one-thousand (1,000) cubic feet.
- I. "Natural Gas" or "Gas" shall mean natural gas, processed or unprocessed, vaporized liquid natural gas, synthetic gas, propane-air mixture or any mixture of these gases.
- J. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), Church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- K. "Service Point" or "Point of Interconnection" shall mean the point at which the Department's and Customer's utility facilities are connected.
- L. "Standard Service" means a single service per premises from one (1) electrical source and from overhead facilities unless the service is an underground district.
- M. "Cross-connection" means any actual or potential connection or structural arrangement between a public water supply and any other source or system through which it is possible to introduce into any part of the potable system any used water, unapproved auxiliary water supply (non-DPU), water of questionable quality, industrial fluid, natural gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.
- N. "Unit" shall mean a single dwelling unit (i.e. an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each

guestroom of a hotel, motel, hospital, or nursing home, and each bedroom of a dormitory shall be considered ½ unit.

- O. “Residential Equivalent Unit (REU)” shall mean water usage or wastewater contribution equal to 400 gallons per day, 25 fixture units as defined in the Southern Building Code Congress Plumbing Code or 18 gallons per minute maximum instantaneous demand, whichever is the greater.
- P. “Primary Line Extension” shall mean an extension of the electric distribution system (voltages greater than 600 volts) to any point in the Department’s electric service territory.
- Q. “Secondary Line Extension” shall mean an extension of the electric distribution system (voltages less than 600 volts) to any point in the Department’s electric service territory.
- R. “Temporary Installation” shall mean utility services which are impermanent (short term\* or seasonal) in nature.

\*DPU shall define short term on a case-by-case and utility-by-utility basis.

### III. CONDITIONS OF SERVICE

- A. General – The Customer shall consult with and furnish to the Department such information as the Department may require to determine the availability of the Department's service at a particular location before proceeding with plans for any new or additional electric, natural gas, water or wastewater loads. No new or additional loads will be serviced if it is determined that such service will jeopardize service to existing Customers by increasing the total system's firm load requirements above available supplies or capacities.
- B. Access to Customer's Premises – The Department agrees to exercise due care and caution in the erection, excavation, installation, etc. of service wires, poles, pipes and other pertinent equipment on the Customer's premises. The Customer agrees that employees of the Department, and its agents, shall have the right to enter the Customer's premises for the purpose of making all necessary installations, inspections, repairs, readings and for any other reason for administering services. Any such installation made by the Department will be subject to removal or change only by the Department, its agent, or successors.
- C. Rights-of-Way – The Department shall not be required to extend its distribution and service facilities, for the purpose of rendering service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners to permit the installation, operation and maintenance of the Department's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Department, without charge, necessary rights-of-way and trimming and clearing privileges for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable the Department to supply service to the Customer. The Customer also grants the Department the right to continue or extend the Department's facilities on, across, or under the Customer's property with necessary trimming and clearing rights to serve other Customers.
- D. Character of Service
  - I. Electric – Electric energy supplied by the Department shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Department.

2. Natural Gas – The heating value of the natural gas supplied will vary from time to time due to changes in the composition of the Department's natural gas supply. The composition of natural gas supplied by the Department will consist of natural gas (processed or unprocessed), vaporized liquid natural gas, synthetic gas, propane-air mixture in varying proportions, depending upon the natural gas supply situation at any given time. The normal range of heating value will be not less than 950 or more than 1,400 BTU per cubic foot of natural gas.
  3. Water – Water provided by the Department will be delivered at a pressure consistent with State Department of Health and Environmental Control Regulation 61-58.7(E). That is, a minimum pressure of twenty-five (25) pounds per square inch under normal operating conditions and twenty (20) pounds per square inch during unusually heavy flow periods (i.e., fire or flushing).
- E. Use of Service – The electric, natural gas, water and/or wastewater services provided by the Department are delivered to the Customer with the understanding that they are not to be used in any manner other than those provided for in the Department's applicable rate schedule, service agreement or contract. The Customer shall not have the right and hereby agrees not to transfer or assign any rights to service provided by the Department in whole or in part of the said services provided, except where specifically permitted by the Department.
- F. Continuance of Service and Liability Therefore
1. The Department does not guarantee continuous service. The Department shall use reasonable diligence at all times to provide uninterrupted service, but shall not be liable for any loss or damage to a Customer or Customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its reasonable control. The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service. The Department reserves the right to curtail or temporarily interrupt, without notice, Customer's service when it shall become necessary in order that repairs, replacements or changes may be made in the Department's facilities and equipment, either on or off Customer's premises.
  2. The Department may impose reasonable restrictions on the use of service during periods of excessive demand or other difficulty that jeopardizes the supply of service to any group of Customers. The Department may waive any minimum charge or guaranteed payments for services upon written notice from, and at the request of a Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God; provided however, that the Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of the enforced shutdown.

#### **IV. DEPARTMENT'S INSTALLATIONS**

##### **A. Electric**

1. Electric Meter Bases – Residential Customers who desire a new electric meter base shall pay the Residential Meter Base Fee of thirty (\$30) dollars. Commercial Customers who desire a new electric meter base shall pay the Commercial Meter Base Fee of fifty (\$50) dollars.



2. Permanent Installations – The Department will install, at its own expense, the necessary wires, etc., to conduct electricity to the premises of the parties using power, provided that the power supplied is not used in a seasonal, temporary, short term or other manner which would cause undue expense to the Department. Should forms of construction other than that provided by the Department be required, it will be furnished and installed at the expense of the Customer.
3. Temporary/Seasonal/Short Term Service (Overhead & Underground) – The Customer shall pay as follows:
  - a. Customers desiring the installation of temporary services, designated as service that is short term or seasonal in nature, will be subject to a one-hundred (\$100) dollar service fee.
  - b. The Customer will pay for all costs, direct and indirect, for primary line extensions that are required to provide said service. The Department will compute the cost of materials based on current prices.
  - c. The Customer will pay for all costs, direct and indirect, for any other line extensions (secondary or otherwise) required to provide service.
  - d. A Customer, who elects to have a service turned on for less than thirty (30) days and which requires to change and/or replacement of the Department's metering equipment, will be subject to a fifty (\$50) dollar service fee.
4. Farm Service/Shop Service/Irrigation Service
  - a. Customers desiring separate service for a shop, farm, or irrigation station will pay a service fee of seventy-five (\$75) dollars.
  - b. Customers will pay all costs, direct and indirect, for line extensions necessary to provide service.
5. Hybrid Electrical Service
  - a. Customers who desire new electric installations to be provided via underground rather than overhead facilities will not incur a charge.
  - b. Customers desiring to convert existing installations from overhead to underground will be required to pay a fee of seventy-five (\$75) dollars or all costs, both direct and indirect, of removing existing overhead facilities, whichever is greater.
6. Primary Line/Secondary Line/Meter Relocation – In circumstances where the customer desires the relocation or alteration of existing Department facilities, and said relocation would not adversely affect the Department's system; the Customer will pay all costs, both direct and indirect, of relocating Department equipment.
7. Private Lighting and Poles
  - a. Customers desiring to move a private security light will be required to pay all costs incurred to have the Department relocate the light pole.
  - b. Customers desiring underground service to private lights:
    - i. Customers in an overhead service area desiring underground service to their private security lights will be required to dig the appropriate wiring ditch and pay the cost per foot of installation. The footage will be measured from the Department's source pole to the location of the light installed by the

Department. Customers in an overhead service area desiring overhead service to their security lights will not be subject to an additional charge.

- ii. Customers in an underground service area desiring underground service to their private security lights will be required to dig the appropriate wiring ditch. The customer will be allowed to locate the pole up to fifteen (15') feet from the Department's source pole without charge, beyond which they will be subject to the cost per foot of installation. Customers in an underground service area desiring overhead service will not be subject to an additional charge.

B. Natural Gas

1. Inside City Limits

- a. The Department will make necessary extensions of the natural gas system at its own expense, provided the extension will be technically and economically feasible under the Department's engineering criteria. All natural gas extensions shall be made at the discretion of the Department.
- b. Customers requesting natural gas service to mobile homes, where the homeowner does not own the property, will be required to pay a one-hundred fifty (\$150) dollar fee.

2. Outside City Limits

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

C. Water

1. Tap Fees

- a. Tap Fees will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. Regardless of the change in tap fees, Customers will pay all costs, both direct and indirect, for taps larger than two (2") inches and non-standard installations.

- b. Fire Service Tap Fees Per Tap – The cost of a fire service tap will be calculated by the Department for each individual case. The cost will include all materials and labor (including the meter and vault).
  - c. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department's records.
2. Impact Fees
- Impact Fees of three-hundred (\$300) dollars per REU shall be paid for each water service or unit connected to the Department's water system. The impact fees shall be collected as follows:
- a. Residential Services – An impact fee shall be collected for each residential unit (REU) connected to the Department's water system.
  - b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on the number of REUs computed by the Department according to the definition. Owners shall submit to the Department plumbing plans and other information as may be required for the Department to compute the impact fee.
  - c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories – or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:  
$$\text{Impact Fee \$} = [(\# \text{units, as defined in Section II-N}) + (\# \text{fixture units for kitchens, laundries, etc. divided by 25})] \times \text{Rate/REU}$$
  - d. Industries – Impact fees for industries shall be computed from total daily water consumption or instantaneous demand, according to the definition.
  - e. Irrigation Services – Impact fees for other types of services (irrigation) shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.
  - f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the water system undergo a change that substantially alters the character of the water service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs. This change in impact fees will occur when there is evidence that a Customer is using more water than is typical of consumers with the same number of Residential Equivalent Units.
3. Extensions
- a. Inside City Limits – The Department will make necessary extensions of the water system at its own expense, provided the extension will be technically feasible under the Department's engineering criteria. All water extensions shall be made at the discretion of the Department.

- b. Outside City Limits
  - i. All water extensions shall be made at the discretion of the Department. The Department will make extensions to the water distribution system contingent upon the following conditions:
    - a) The proposed extension will be technically feasible under the Department's engineering criteria.
    - b) The proposed extension will conform to the Department's overall long-range water system development plans.
  - ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
    - a) Main Line Extensions – The Department may contribute up to but no more than 50% of the costs incurred. The costs shall be computed by the Department based on the then current market prices.
    - b) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.
- 4. Fire Service Taps
  - a. Existing Fire Service Taps – The Department may install detector check valves with meter on all existing fire services. This meter will be read each month and the customer billed as per the appropriate rate schedule. If this detector meter shows consumption for any four (4) months in a twelve (12) month period, the customer will be required to install at his expense, a full flow fire service meter. A certain amount of flow through the meter to account for allowable leakage (AL) shall be allowed per month and shall not be counted as consumption in determining whether or not the customer is required to install a full flow fire meter. The AL shall not be exempt from billing. The AL shall be computed as follows:
$$AL \text{ (cu ft/mo)} = (\# \text{ joints divided by } 100) \times (50 \text{ cu ft/mo/} 100 \text{ joints}) + \# \text{ tests/mo} \times (\# \text{ test points} \times \text{vol/test point})$$
  - b. New Fire Service Taps – All new fire service taps will require the installation of a full flow fire service meter. The customer will be required to purchase a fire service tap of the size he desires, to meet his fire protection requirements. This tap may be used for both fire protection and domestic service at the discretion of the Department. Water used to actually fight a fire will not be billed.
    - i. All fire service taps will require a State approved double check backflow preventer in accordance with State Department of Health and Environmental Control, supplied by the customer at his expense.
    - ii. The customer will be required to grant to the Department an easement adjacent to the property line at which the connection to the Department's water system is to be made, for the purpose of the meter installation including a vault to hold the meter and associated equipment. The meter and vault will be the property of the Department under its sole control. The backflow device shall be the property of the customer and the responsibility for its maintenance, in accordance with the rules and regulations of the South Carolina Department of Health and Environmental Control and the Department, shall remain with the customer.



- c. Monthly Fire Service Charge – A monthly fire service availability fee will be charged to each customer provided with fire protection. This charge will be in accordance with the rate schedule.
- 5. Other Services
  - a. Fire Hydrant Flow Tests – When a request is made for a Fire Hydrant Flow Test, a charge of ninety (\$90) dollars will apply except in the event that a fire hydrant flow test record on file can be utilized in which no charge will be applied.
  - b. Lead Analysis of Water – When a Customer requests to have their water (provided by the Department) analyzed for lead, a charge of twenty-two (\$22) dollars may apply.
- D. Wastewater
  - 1. Tap Fees
    - a. Tap Fees will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. Regardless of the change in tap fees, Customers will pay all costs, both direct and indirect, for taps larger than six (6”) inches and non-standard installations.
    - b. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department’s records.
  - 2. Impact Fees – Impact fees of three-hundred fifty (\$350) dollars per REU shall be paid for each wastewater service or unit connected to the Department's wastewater system. The impact fees shall be collected as follows:
    - a. Residential Service – An impact fee shall be collected for each residential unit connected to the Department's wastewater system.
    - b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on REUs computed from the number of fixture units. Owners shall submit to the Department, plumbing plans and the Department shall compute the impact fees.
    - c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories - or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:  
$$\text{Impact Fee \$} = ((\# \text{units, as defined in Section II-N}) + (\# \text{fixture units for kitchens, laundries, etc. divided by 25})) \times \text{Rate/REU}$$
    - d. Industries – Impact fees for industries shall be computed from total daily wastewater contribution as submitted on "Permit Application - Wastewater Survey Questionnaire" or other documentation of flow requirements or instantaneous demand.
    - e. Other Services – Impact fees for other types of services shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.

- f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the wastewater system undergo a change that substantially alters the character of the wastewater service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs. This change in impact fees will occur when there is evidence that a Customer is using more water than is typical of consumers with the same number of Residential Equivalent Units.
  - 3. Extensions
    - a. Inside City Limits – The Department will make necessary extensions of the wastewater collection system at its own expense, provided the extension will be a gravity system and be technically feasible under the Department's engineering criteria. All wastewater extensions shall be made at the discretion of the Department.
    - b. Outside City Limits
      - i. All wastewater extensions shall be made at the discretion of the Department. The Department will make extensions to the wastewater collection system contingent upon the following conditions:
        - a) The proposed extension will be a gravity system and be technically feasible under the Department's engineering criteria.
        - b) The proposed extension will conform to the Department's overall long-range wastewater system development plans.
      - ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
        - a) Main Line Extension – The Department may contribute up to but no more than 50% of the costs incurred if administered by the Department. If not, the Department may contribute materials only. The costs shall be computed by the Department based on the then current market prices.
        - b) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.
- E. Special Equipment – Where special equipment is necessary to meet the Customer's unique needs, the Department may make a reasonable charge for the additional equipment. Equipment shall be installed at the Customer's expense. In lieu of the above, the Department may require the Customer to either discontinue operating such equipment or install the necessary facilities to eliminate the disturbances detrimental to the service of other Customers.

## V. CUSTOMER'S INSTALLATIONS

### A. General

- 1. The Customer will normally install his service entrance at the nearest accessible point of connection with the Department's service line; however, in every case, the Customer must have obtained the Department's approval before such installation is made. No new service or reworked service will be connected without proper release from the inspecting authority having jurisdiction.
- 2. All equipment supplied (paid for) by the Department, with the exception of electric meter bases, shall remain its exclusive property and the Department shall have the

right to remove the same from the premises of Customer at any time after termination of service for any cause.

3. The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Department while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Department.

**B. Electric**

1. The Customer's service installations shall be made in accordance with these General Terms and Conditions, Department's Wiring Rules and Regulations and existing provisions of the International Building Code as adopted by the City of Orangeburg. Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the Department, State and Federal authorities. The Customer shall keep in good and safe repair and condition such wiring and equipment on the Customer's side of the service point exclusive of the Department's metering facilities and equipment.
2. The Customer's service entrance requirements shall be as stipulated in the Wiring Rules and Regulations and other manuals published by the Department.
3. The Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provisions of the applicable rate schedule. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Department, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.

**C. Natural Gas**

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

D. Water

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

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

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

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

Any cross connection control device found to be defective shall be satisfactorily repaired or replaced at the Customer's expense. Failure to perform inspection, testing and maintenance of these units as required will result in the Department classifying the service as an unprotected cross connection.

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

E. Wastewater

1. All wastewater service lines will be stubbed-out to the property line to a point designated by the Department and shall be installed in accordance with the Department's Plumbing Rules and Regulations. The stub-out will be done at the Customer's expense by the Customer's plumber. The Department will connect to the



Customer's stub-out provided the required tap fee has been paid by the Customer. Inside the city limits, the plumber must be a plumber licensed by the City of Orangeburg. Outside the city limits, the plumbing may be done by anyone after first securing a plumbing permit from the Department.

2. Inside the City Limits – All plumbing must be installed in accordance with the Department's Plumbing Rules and Regulations and the International Plumbing Code and must be inspected by the Department.
3. The construction of all wastewater service lines and the quality of the materials discharged into the wastewater connections shall conform to the appropriate City Ordinances.

## **VI. SERVICE TERMS**

A. Denial or Discontinuance of Service – The Department may refuse or discontinue any service or services and remove the property of the Department without liability to the Customer, or tenants or occupants of the premises serviced, for any loss, cost, damage, or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Department to be hazardous, dangerous or preventing accurate metering.
2. In the event the Customer's equipment is used in such a manner as to adversely affect the Department's service to others.
3. In the event of unauthorized or fraudulent use of the Department's services.
4. Unauthorized adjustment of or tampering with the Department's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Department safe and reasonable access to its equipment.
7. For non-payment of bill for service rendered as listed in Section VII-A.
8. For failure of the Customer to provide the Department with a deposit as deemed necessary by the Department as listed in Section VII-C.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.
10. For failure of the Customer to comply with reasonable restrictions on the use of service.
11. The Department shall not furnish its services to any applicant, who at the time of such application, is indebted for service, previously furnished to such applicant or applicant's business.
12. The Department shall not furnish its services to any applicant where any member of his household is indebted for service, previously furnished such member or member's business.

13. The Department shall not furnish its services to any applicant where the owner of the premise is indebted for services previously furnished the owner.
  14. The Department shall not continue to furnish its services to any Customer who is indebted for service, previously furnished to such applicant or applicant's business.
  15. The Department shall not continue to furnish its services to any Customer where any member of his household is indebted for service, previously furnished such member or member's business, prior to the time of such Customer's application.
  16. The Department may terminate a Customer's services should the Customer be in arrears on an account for service at another premises.
  17. If the Customer's use of the Department's services conflicts with, or violates orders, ordinances or laws of the State of South Carolina or any subdivision thereof.
  18. Failure of the Customer to provide the Department a signed contract or service agreement.
  19. Where the Department has discontinued service for reasons in Paragraphs 1 through 18, above, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department.
  20. Expiration of the Customer's contract.
- B. Safety Requirements – The Department is required under regulations of the Public Service Commission of South Carolina to lock natural gas meters in the off position whenever service to a Customer is discontinued. The requirement to lock a natural gas meter is applicable when natural gas service is turned off at the request of the Customer or when a natural gas meter is found by the Department which has been turned off by the Customer or other persons. Restoration of natural gas service under these conditions will require a service call to unlock the natural gas meter and restore natural gas service. A charge will be assessed for the locking and the reconnection for each service call.
- C. Disconnection for Non-Payment
1. Notices – Delinquent (Reminder) Notices may be printed and mailed when a payment becomes overdue. The notice shall notify the Customer that if the bill is not paid within ten (10) calendar days, services shall be subject to disconnection. A fee of five (\$5) dollars shall be applied to the account for processing and mailing the notice. A residential customer who becomes delinquent may be required to pay, in addition to the delinquent bill, a deposit installment up to 20% of the deposit for that class of service or two (2) months probable bill. Each month that a customer subsequently becomes delinquent, an additional installment will be due and payable until the full amount of the deposit is paid for that class of service. In the event a non-residential customer becomes delinquent, a deposit equal to two (2) months probable bill may be immediately required. Customers who make payment agreements to continue service but fail to meet the terms of the payment agreement will be subject to having their service disconnected without further notice.
  2. Where the Department has discontinued service for non-payment reasons, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department.

3. In cases where all disconnected services are reconnected at the same time due to the Customer's payment of bills and charges as prescribed by the Department, on the same premises for the same Customer, no reconnection charge will be made. If, through no error the Department, any service is not connected and additional trips are required, a charge of thirty (\$30) dollars per trip shall apply.

**D. Connection/Reconnection/Disconnection of Services**

1. When service has been discontinued in accordance with Paragraph 1 above, all charges for services to date may become immediately due and payable and service will not be reinstated until payment as prescribed by the Department has been made, including any additional deposit as may be deemed necessary by the Department as listed in Section VII-C. Service may be reinstated after normal business hours with the approval of management before prescribed payment is made at the request of the Customer for a period of time as determined by the Department for a special charge of fifty (\$50) dollars.
2. When a Customer desires to establish or re-establish existing services at an existing account on the workday of the application, and the Customer has notified the Department by 2:00 P.M. on the date requested, every effort shall be made to provide services on the workday requested. All available services are to be connected at the same time on the same premises, for the same Customer at no charge. If the application is received after 2:00 P.M., every effort shall be made to provide services on the workday following the date of the application except when a Customer elects for services to be scheduled on the workday of the application for a service charge of thirty (\$30) dollars. If the application is received after normal working hours, then services may be provided after normal working hours for a service charge of one-hundred (\$100) dollars. If the Customer elects to postpone securing a service at the time other services are rendered, the Customer will be assessed a service charge of thirty (\$30) dollars per trip to connect services at a future date. If a Customer elects to be served within one (1) hour for routine connections or reconnections during normal business hours and the Department is able to provide said service, the Customer will be assessed an additional charge of thirty (\$30) dollars to any other applicable charges.
3. When a Customer desires to have his account terminated, he must notify the Department; such notification may be verbal or in writing. The Department shall be allowed a reasonable period of time after the receipt of such a notice to take a final reading of the meter and to discontinue service. There shall be no additional charge for terminating an account under these conditions.
4. There shall be no charge where the Department has discontinued or reconnected a service on a temporary basis at the request of the Customer, in order that the Customer can make repairs or changes to his equipment due to water or natural gas leaks, electric meter box problems, electric line removals or change of service size. Any other request for a service to be discontinued will require a service charge of thirty (\$30) dollars to terminate the service during normal business hours, and thirty (\$30) dollars to reconnect the service during normal business hours or fifty (\$50) dollars after hours. The Department does not discontinue services after normal business hours.

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

### **A. General**

1. Bills for electric, natural gas, water and/or wastewater services will be issued monthly by the Department, except as specifically stated to the contrary. The Department will make every reasonable effort to see that each Customer of the Department receives his bill, but no responsibility will be assumed for non-delivery when same has been mailed at the Post Office. All contracts shall be on a yearly basis except where specifically stated to the contrary.
2. In the event a Customer has a spouse, adult child, or other family member, roommate, sub-tenant, co-tenant, or other individual who is not listed on the Application for Utility Service as a co-applicant but who resides in the premises served by the Department and assumes or accepts utility services to such premises (an "Unlisted Co-Applicant"), then the Unlisted Co-Applicant, the Customer, and any or all listed co-applicants, shall be jointly and severally liable for any and all payments due on the Customer's account which cover utility service during any time period when the Unlisted Co-Applicant resides, or resided, in said premises. The Unlisted Co-Applicant shall be made liable in all other respects the same as if the Unlisted Co-Applicant were a regular authorized Customer of the Department.
3. In the event a Customer vacates a premise served by the Department without notice to the Department so that the service may be disconnected and appropriate entries made in the records of the Department, and in the event another person or legal entity should continue to receive service at the premises and submit payment for the service which is in the name of the previous occupant, then the person or entity so doing shall become liable for the service from the last meter read and jointly responsible with the original Customer for any and all payments on the account which shall be liable in all other respects the same as if he or it were a regular authorized Customer of the Department.
4. The territory served by the Department is divided into separate areas for billing purposes. In each instance, the bill rendered will cover service for a period of approximately one (1) month prior to the billing date, except that any service cut on prior to the usual meter reading date will be billed on the appropriate schedule for the service rendered; but in no case less than the scheduled minimum. The Department at its sole discretion shall determine the appropriate rate schedule by which a Customer shall be billed.
5. Current charges for electric, natural gas, water and/or wastewater service are due when rendered and payable at the office of the Department during office hours, on or before the current due date (last day to pay) indicated on the bill, the 20<sup>th</sup> day including the date of the bill, EXCEPT WHERE SPECIFICALLY STATED TO THE CONTRARY in these rules, regulations and rates.
6. Bills are subject to penalties – If a payment is not received as designated in the bill by the said current due date (last day to pay), penalties of 1.5% monthly of the overdue balance will be applied after the close of business the 20<sup>th</sup> day. A good credit Customer, one who has paid twenty-four (24) months in a row without arrears, may be excused the notice fee and the penalty for late payment once every twenty-four (24) months. A good credit Customer will not be excused disconnection fees.

7. When it is mutually to the advantage of the Customer and the Department, the Department may offer billing options such as follows:
  - a. The Customer's bill date may be moved to another date.
  - b. The Customer's bill may be set as an average of one year's billing.
  - c. The Customer may make arrangements to pay a bill in installments.
8. There shall be no charges for the initial required inspections for services. Additional trips for inspections may be charged thirty (\$30) dollars per trip.
9. When a Customer requests a meter to be read or re-read, a charge of thirty (\$30) dollars may apply except in the event the previous billing reading is found to be in error in which no charge will be applied.
10. All electric, natural gas, and water services will be metered. Where electric and water meters fail to register, bills shall be arrived at by taking an average of the three (3) most recent months. Where natural gas meters fail to register, bills shall be arrived at by comparison with the same month of the previous year. When at the request of the Customer, or otherwise, electric, natural gas and/or water meters have been tested by the Department, or any other party approved by the Department, and found to be more than 2% fast, previous bills reflecting such inaccuracy will be adjusted accordingly but in no case will the adjustment exceed six (6) months prior billing. If a meter is tested at the Customer's request, the Customer may pay a service charge of forty (\$40) dollars for such service, but in the event the meter is found to be more than 2% fast, the Customer's bill will be adjusted as stated above and no service charge will be applied.
11. All wastewater Customers will be billed as follows:
  - a. Single unit dwellings or businesses will be billed a wastewater charge consisting of a service charge and a commodity charge in accordance with City Ordinance. The commodity charge will be based on the water consumption as determined by the water meter.
  - b. Multiple unit dwellings or businesses will be billed a wastewater charge consisting of a service charge and a commodity charge.
    - i. Where a separate water meter for each unit exists, combined billing for both the service and commodity charges for the wastewater service will be shown on the utility bill for water.
    - ii. In units that are served through a common water meter, but have separate electric meters, and any one unit has wastewater service, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water, based on the entire water consumption less the portion of water approved as delivered into a product.
    - iii. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the entire water consumption less the portion of water approved as delivered into a product and the service charge will be computed by multiplying the number of units which have wastewater service, times the appropriate service charge. A unit having wastewater service is one which has plumbing connected to the wastewater system.



- c. Where a Customer is supplied through a water system other than that of the Department of Public Utilities, the Customer will be billed a wastewater charge consisting of a service charge and a commodity charge. The commodity charge will be based on an estimate of the water consumption as determined by the Department of Public Utilities.
12. **Electric and Natural Gas Supply Charge**
  - a. **Electric** – For all kilowatt-hours sold by the Department to a Customer during the billing month as determined by the meter reading for that month, an estimated electric power supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated electric power supply cost billed to a Customer will be corrected, and the difference between the estimated cost and the actual cost will be charged to the Customer.
  - b. **Natural Gas** – For all natural gas sold by the Department to a Customer during the billing month, as determined by the meter readings for that month as adjusted for the heat content of the natural gas delivered to the Customer, an estimated natural gas supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated natural gas supply cost billed to the Customer will be corrected and the difference between the estimated cost and the actual cost will be charged to the Customer.
13. Due to the swing in electric supply and natural gas supply cost to the Department and because of the variance between summer and winter usage, the Department will use a monthly cost calculation model to help level the per unit cost to the Department's Customers and recognize the nature of the costs incurred by the Department.
14. No claim or demand that the Customer may have against the City of Orangeburg shall be considered as an offset against the payment for services furnished under these regulations.
15. Disconnection for non-payment: See Section VI-C.
- B. **Returned Checks** – When a check or electronic fund transfer is returned to the Department by a bank because of "insufficient funds", "account closed", "no account", etc., a service charge of twenty-five (\$25) dollars will be made by the Department for each such check. The Department, at its option for good cause, may refuse to accept an electronic fund transfer or check tendered as payment on a Customer's account.
- C. **Deposit**
  1. A deposit equal to two (2) month's probable service may be required from all users of the electric, natural gas, water and/or wastewater system, if any of the following conditions exist:
    - a. The Customer is establishing or re-establishing a new service.
    - b. The Customer's past payment record to the Department shows delinquent payment practice.
    - c. A Customer has no deposit and presently is delinquent in payments.
    - d. A Customer has had his service terminated for non-payment or fraudulent use.
    - e. Market indicators such as stocks, lawsuits, financial reports, etc. reflect that bankruptcy is possible.

- f. Failure to provide proof of sufficient financial stability to pay bills as rendered.
2. Deposits shall be returned when the Customer completes twenty-four (24) consecutive payments without arrears.
3. The effectiveness of security deposits to guarantee payment and prevent loss to the Department and its Customers will be reviewed from time to time, and the Department reserves the right to increase or decrease the amount of deposit required of applicants and existing customers.

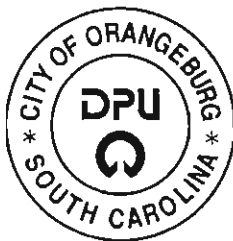
**D. Billing/Payment Disputes**

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

**E. Billing Errors**

1. Customer Overcharged Due to Human or Machine Error – If the Department has overcharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, except as provided in Section VII-A, Paragraph 10, the Department shall refund the excess amount paid by that Customer as provided by the following:
  - a. If the interval during which the Customer was overcharged can be determined, then the Department shall refund the excess amount charged during that entire interval provided that the applicable statute of limitations shall not be exceeded.
  - b. If the interval during which the Customer was overcharged cannot be determined then the Department shall refund the excess amount charged during the twelve (12) month period preceding the date when the billing error was discovered.
  - c. If the exact usage and/or demand incurred by the Customer during the billing periods subject to adjustment cannot be determined, then the refund shall be based on an appropriate estimated usage and/or demand.
2. Customer Undercharged Due to Human or Machine Error – If the Department has undercharged any Customer as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any human or machine error, except as provided in Section VII-A, Paragraph 10, then the Department shall recover the deficient amount as provided as follows:
  - a. If the interval during which a Customer was undercharged can be determined, then the Department may collect the deficient amount incurred during that entire interval up to a maximum period of twelve (12) months.
  - b. If the full interval during which a Customer was undercharged cannot be determined, then the Department may collect only the deficient amount of that portion of the interval that can be determined up to a maximum period of twelve (12) months.
  - c. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the Customer was subject to pay the deficient amount.

- d. If the usage incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage.
3. Customer Undercharged Due to Willfully Misleading Department – If the Department has undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any such action by any person (other than the employees or agents of the Department), such as tampering with, or by-passing the meter when it is evident that such tampering or by-passing occurred during the residency of that Customer, or if it is evident that a Customer has knowledge of being undercharged without notifying the Department as such, then the Department shall recover the deficient amount provided as follows:
  - a. If the interval during which the Customer was undercharged can be determined, then the Department shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.
  - b. If the interval during which the Customer was undercharged cannot be determined, then the Department shall collect the deficient amount incurred during the twelve (12) month period preceding the date when the billing error was discovered by the Department.
  - c. If the usage and/or demand incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.
  - d. If the metering equipment has been removed or damaged, then the Department shall collect the estimated cost of repairing and/or replacing such equipment.
- F. Metered Service
  1. Each meter shall be considered as a separate service. If multiple meters are installed at the same location, and the service points are of the same character, i.e., same voltage, size, and/or capacity, the Department, at its discretion, may bill said metered locations as a single service. Separately metered services of a different character shall be billed as individual services.
  2. Only one (1) service shall be allowed for each installed meter.
- G. Tampering Charges – Where the Department has determined that a Customer has tampered or by-passed the Department's equipment, the Customer is subject to the prevalent charges including but not limited to any and all charges incurred by the Department for all matters concerning tampering, except charges listed as loss of Revenue in Section VII-E, Paragraph 3. In addition to all charges incurred, a penalty charge of one-hundred (\$100) dollars shall be applied to the Customer.



ORDINANCE NO. 2002-15

**AN ORDINANCE AMENDING THE GENERAL TERMS AND CONDITIONS OF THE DEPARTMENT OF PUBLIC UTILITIES OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA AS ADOPTED BY COUNCIL ON NOVEMBER 5, 2002**

**WHEREAS**, it has been the policy of the City of Orangeburg to provide its utility services to non-residents in the surrounding unincorporated areas, and;

**WHEREAS**, said services were provided generally on the same terms, conditions and limitations as those provided to residents of the City of Orangeburg, and;

**WHEREAS**, other municipalities in South Carolina and in other states have refused to provide said services unless non-residents agree to become residents of the municipality upon their properties becoming contiguous to a municipality's corporate limits, and;

**WHEREAS**, the City of Orangeburg finds that it is in its best interest to initiate a similar annexation policy practiced by other municipalities in South Carolina and other states,

**NOW THEREFORE BE IT ORDAINED BY COUNCIL DULY ASSEMBLED**, that the General Terms and Conditions of the Department of Public Utilities are hereby amended as follows:

Article IV, Section B, Water, 1. entitled "Tap Fees" is hereby amended by adding a new paragraph d. which shall read as follows:

"c. No water taps shall be made for the purposes of providing water to premises located on any portion of property contiguous to the corporate limits of the City of Orangeburg on September 17, 2002 or contiguous to other property subject to a covenant of annexation until the owner or owners of said premises agree by covenant and petition to be annexed into the corporate limits of the City of Orangeburg."

Article IV, Section C, Wastewater, 1. entitled "Tap Fees" is hereby amended by adding a new paragraph c. which shall read as follows:

"d. No wastewater taps shall be made for the purposes of providing wastewater services to premises located on any portion of property contiguous to the corporate limits of the City of Orangeburg on September 17, 2002 or contiguous to other property subject to a covenant of annexation until the owner or owners of said premises agree by covenant and petition to be annexed into the corporate limits of the City of Orangeburg."

**BE IT FURTHER ORDAINED**, that the above amendments shall be effective upon the passage of this ordinance and during the pending adoption of this ordinance after its first reading.

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 5<sup>th</sup> DAY OF NOVEMBER, 2002.**



ATTEST:

CITY CLERK

MAYOR

MEMBERS OF COUNCIL

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





**TABLE OF CONTENTS**

<b><u>I. GENERAL</u></b>	<b>4</b>
A. Foreword	4
B. Application	4
C. Term of Service	4
D. Terms and Conditions	4
E. Statements By Agents	5
<b><u>II. DEFINITIONS</u></b>	<b>5-6</b>
<b><u>III. CONDITIONS OF SERVICE</u></b>	<b>6</b>
A. General	6
B. Access to Customer's Premises	6
C. Rights-of-Way	6
D. Character of Service	6-7
E. Use of Service	7
F. Continuance of Service and Liability Therefore	7
<b><u>IV. DEPARTMENT'S INSTALLATIONS</u></b>	<b>7</b>
A. Electric	7
1. Electric Meter Bases	7
2. Permanent Installations	8
3. Temporary/Seasonal/Short Term Service (Overhead & Underground)	8
4. Farm Service/Shop Service/Irrigation Service	8
5. Hybrid Electrical Service	8
6. Primary Line/Secondary Line/Meter Relocation	8
7. Private Lighting and Poles	8-9
B. Natural Gas	9
1. Inside City Limits	9
2. Outside City Limits	9
C. Water	9
1. Tap Fees	9-10
2. Impact Fees	10
3. Extensions	10-11
4. Fire Service Taps	11-12
5. Other Services	12
D. Wastewater	12
1. Tap Fees	12
2. Impact Fees	12-13
3. Extensions	13
E. Special Equipment	13

<b>V. <u>CUSTOMER'S INSTALLATIONS</u></b>	<b>14</b>
A. General	14
B. Electric	14
C. Natural Gas	14-15
D. Water	15
E. Wastewater	16
<b>VI. <u>SERVICE TERMS</u></b>	<b>16</b>
A. Denial or Discontinuance of Service	16-17
B. Safety Requirements	17
C. Disconnection for Non-Payment	17-18
D. Connection/Reconnection/Disconnection of Service	18-19
<b>VII. <u>BILLING AND PAYMENT TERMS</u></b>	<b>19</b>
A. General	19-21
B. Returned Checks	21
C. Deposit	21-22
D. Billing/Payment Disputes	22
E. Billing Errors	22
1. Customer Overcharged (Due to Human or Machine Error)	22
2. Customer Undercharged (Due to Human or Machine Error)	22-23
3. Customer Undercharged (Due to Willfully Misleading the Department)	23
F. Metered Service	23
G. Tampering Charges	23

**I. GENERAL**

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

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

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

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

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

Customers having more than one residence or place of business, who desire more than one type of available service must make a separate application for each location or type of service. At the time of application, the Department shall determine the class of service appropriate to the applicant. In the event that the character of the Customer's service changes in such a way as to make them ineligible for their current service rate, the Department reserves the right to alter the Customer's class of service. Conversely, should the Customer's character of utility usage change in such a way as to qualify the Customer for a rate which would yield a lower cost to the Customer, it is the Customer's responsibility to inform the Department and re-apply under the new class of service. Service will not be granted to an applicant under eighteen (18) years of age without special approval from the Manager of the Department.

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

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

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

## II. DEFINITIONS

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

- A. "Day" shall mean a period of twenty-four (24) consecutive hours beginning at 8:00 A.M. or at such other hour as may be designated.
- B. "Month" shall mean the period between any two (2) regular readings of the Department's meters, which shall be not less than twenty-eight (28) days or not more than thirty-four (34) days.
- C. "Year" shall mean a period of 365 days commencing with the day of first delivery of service hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "BTU" shall mean a British Thermal Unit; the amount of heat required to raise the temperature of one (1) pound of water 1 degree Fahrenheit at 60 degrees Fahrenheit.
- E. "Therm" shall mean the quantity of heat energy which is 100,000 British Thermal Units.
- F. "Dekatherm (dt)" shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.
- G. "CCF" shall mean one-hundred (100) cubic feet.
- H. "MCF" shall mean one-thousand (1,000) cubic feet.
- I. "Natural Gas" or "Gas" shall mean natural gas, processed or unprocessed, vaporized liquid natural gas, synthetic gas, propane-air mixture or any mixture of these gases.
- J. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), Church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- K. "Service Point" or "Point of Interconnection" shall mean the point at which the Department's and Customer's utility facilities are connected.
- L. "Standard Service" means a single service per premises from one (1) electrical source and from overhead facilities unless the service is an underground district.
- M. "Cross-connection" means any actual or potential connection or structural arrangement between a public water supply and any other source or system through which it is possible to introduce into any part of the potable system any used water, unapproved auxiliary water supply (non-DPU), water of questionable quality, industrial fluid, natural gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.
- N. "Unit" shall mean a single dwelling unit (i.e. an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each

guestroom of a hotel, motel, hospital, or nursing home, and each bedroom of a dormitory shall be considered ½ unit.

- O. “Residential Equivalent Unit (REU)” shall mean water usage or wastewater contribution equal to 400 gallons per day, 25 fixture units as defined in the Southern Building Code Congress Plumbing Code or 18 gallons per minute maximum instantaneous demand, whichever is the greater.
- P. “Primary Line Extension” shall mean an extension of the electric distribution system (voltages greater than 600 volts) to any point in the Department’s electric service territory.
- Q. “Secondary Line Extension” shall mean an extension of the electric distribution system (voltages less than 600 volts) to any point in the Department’s electric service territory.
- R. “Temporary Installation” shall mean utility services which are impermanent (short term\* or seasonal) in nature.

\*DPU shall define short term on a case-by-case and utility-by-utility basis.

### III. CONDITIONS OF SERVICE

- A. General – The Customer shall consult with and furnish to the Department such information as the Department may require to determine the availability of the Department's service at a particular location before proceeding with plans for any new or additional electric, natural gas, water or wastewater loads. No new or additional loads will be serviced if it is determined that such service will jeopardize service to existing Customers by increasing the total system's firm load requirements above available supplies or capacities.
- B. Access to Customer’s Premises – The Department agrees to exercise due care and caution in the erection, excavation, installation, etc. of service wires, poles, pipes and other pertinent equipment on the Customer's premises. The Customer agrees that employees of the Department, and its agents, shall have the right to enter the Customer’s premises for the purpose of making all necessary installations, inspections, repairs, readings and for any other reason for administering services. Any such installation made by the Department will be subject to removal or change only by the Department, its agent, or successors.
- C. Rights-of-Way – The Department shall not be required to extend its distribution and service facilities, for the purpose of rendering service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from government agencies and property owners to permit the installation, operation and maintenance of the Department's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Department, without charge, necessary rights-of-way and trimming and clearing privileges for its facilities along, across and under property controlled by the Customer to the extent that such rights-of-way and trimmings are required or necessary to enable the Department to supply service to the Customer. The Customer also grants the Department the right to continue or extend the Department's facilities on, across, or under the Customer’s property with necessary trimming and clearing rights to serve other Customers.
- D. Character of Service
  - 1. Electric – Electric energy supplied by the Department shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Department.



2. Natural Gas – The heating value of the natural gas supplied will vary from time to time due to changes in the composition of the Department's natural gas supply. The composition of natural gas supplied by the Department will consist of natural gas (processed or unprocessed), vaporized liquid natural gas, synthetic gas, propane-air mixture in varying proportions, depending upon the natural gas supply situation at any given time. The normal range of heating value will be not less than 950 or more than 1,400 BTU per cubic foot of natural gas.
  3. Water – Water provided by the Department will be delivered at a pressure consistent with State Department of Health and Environmental Control Regulation 61-58.7(E). That is, a minimum pressure of twenty-five (25) pounds per square inch under normal operating conditions and twenty (20) pounds per square inch during unusually heavy flow periods (i.e., fire or flushing).
- E. Use of Service – The electric, natural gas, water and/or wastewater services provided by the Department are delivered to the Customer with the understanding that they are not to be used in any manner other than those provided for in the Department's applicable rate schedule, service agreement or contract. The Customer shall not have the right and hereby agrees not to transfer or assign any rights to service provided by the Department in whole or in part of the said services provided, except where specifically permitted by the Department.
- F. Continuance of Service and Liability Therefore
1. The Department does not guarantee continuous service. The Department shall use reasonable diligence at all times to provide uninterrupted service, but shall not be liable for any loss or damage to a Customer or Customers resulting from such failure, interruption, reduction or suspension of service which is due to any accident or other cause beyond its reasonable control. The supply of service is subject to any orders of all duly constituted governmental authorities establishing any priority or limitation to service. The Department reserves the right to curtail or temporarily interrupt, without notice, Customer's service when it shall become necessary in order that repairs, replacements or changes may be made in the Department's facilities and equipment, either on or off Customer's premises.
  2. The Department may impose reasonable restrictions on the use of service during periods of excessive demand or other difficulty that jeopardizes the supply of service to any group of Customers. The Department may waive any minimum charge or guaranteed payments for services upon written notice from, and at the request of a Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God; provided however, that the Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of the enforced shutdown.

#### **IV. DEPARTMENT'S INSTALLATIONS**

##### **A. Electric**

1. Electric Meter Bases – Residential Customers who desire a new electric meter base shall pay the Residential Meter Base Fee of thirty (\$30) dollars. Commercial Customers who desire a new electric meter base shall pay the Commercial Meter Base Fee of fifty (\$50) dollars.

2. Permanent Installations – The Department will install, at its own expense, the necessary wires, etc., to conduct electricity to the premises of the parties using power, provided that the power supplied is not used in a seasonal, temporary, short term or other manner which would cause undue expense to the Department. Should forms of construction other than that provided by the Department be required, it will be furnished and installed at the expense of the Customer.
3. Temporary/Seasonal/Short Term Service (Overhead & Underground) – The Customer shall pay as follows:
  - a. Customers desiring the installation of temporary services, designated as service that is short term or seasonal in nature, will be subject to a one-hundred (\$100) dollar service fee.
  - b. The Customer will pay for all costs, direct and indirect, for primary line extensions that are required to provide said service. The Department will compute the cost of materials based on current prices.
  - c. The Customer will pay for all costs, direct and indirect, for any other line extensions (secondary or otherwise) required to provide service.
  - d. A Customer, who elects to have a service turned on for less than thirty (30) days and which requires to change and/or replacement of the Department's metering equipment, will be subject to a fifty (\$50) dollar service fee.
4. Farm Service/Shop Service/Irrigation Service
  - a. Customers desiring separate service for a shop, farm, or irrigation station will pay a service fee of seventy-five (\$75) dollars.
  - b. Customers will pay all costs, direct and indirect, for line extensions necessary to provide service.
5. Hybrid Electrical Service
  - a. Customers who desire new electric installations to be provided via underground rather than overhead facilities will not incur a charge.
  - b. Customers desiring to convert existing installations from overhead to underground will be required to pay a fee of seventy-five (\$75) dollars or all costs, both direct and indirect, of removing existing overhead facilities, whichever is greater.
6. Primary Line/Secondary Line/Meter Relocation – In circumstances where the customer desires the relocation or alteration of existing Department facilities, and said relocation would not adversely affect the Department's system; the Customer will pay all costs, both direct and indirect, of relocating Department equipment.
7. Private Lighting and Poles
  - a. Customers desiring to move a private security light will be required to pay all costs incurred to have the Department relocate the light pole.
  - b. Customers desiring underground service to private lights:
    - i. Customers in an overhead service area desiring underground service to their private security lights will be required to dig the appropriate wiring ditch and pay the cost per foot of installation. The footage will be measured from the Department's source pole to the location of the light installed by the

Department. Customers in an overhead service area desiring overhead service to their security lights will not be subject to an additional charge.

- ii. Customers in an underground service area desiring underground service to their private security lights will be required to dig the appropriate wiring ditch. The customer will be allowed to locate the pole up to fifteen (15') feet from the Department's source pole without charge, beyond which they will be subject to the cost per foot of installation. Customers in an underground service area desiring overhead service will not be subject to an additional charge.

B. Natural Gas

1. Inside City Limits

- a. The Department will make necessary extensions of the natural gas system at its own expense, provided the extension will be technically and economically feasible under the Department's engineering criteria. All natural gas extensions shall be made at the discretion of the Department.
- b. Customers requesting natural gas service to mobile homes, where the homeowner does not own the property, will be required to pay a one-hundred fifty (\$150) dollar fee.

2. Outside City Limits

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

C. Water

1. Tap Fees

- a. Tap Fees will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. Regardless of the change in tap fees, Customers will pay all costs, both direct and indirect, for taps larger than two (2") inches and non-standard installations.

- b. Fire Service Tap Fees Per Tap – The cost of a fire service tap will be calculated by the Department for each individual case. The cost will include all materials and labor (including the meter and vault).
  - c. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department's records.
  - d. No water taps shall be made for the purposes of providing water to premises located on any portion of property contiguous to the corporate limits of the City of Orangeburg on September 17, 2002 or anytime thereafter until the owner or owners of said property agree by covenant and petition to be annexed into the corporate limits of the City of Orangeburg.
2. Impact Fees
- Impact Fees of three-hundred (\$300) dollars per REU shall be paid for each water service or unit connected to the Department's water system. The impact fees shall be collected as follows:
- a. Residential Services – An impact fee shall be collected for each residential unit (REU) connected to the Department's water system.
  - b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on the number of REUs computed by the Department according to the definition. Owners shall submit to the Department plumbing plans and other information as may be required for the Department to compute the impact fee.
  - c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories – or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:  
$$\text{Impact Fee \$} = [(\# \text{units, as defined in Section II-N}) + (\# \text{fixture units for kitchens, laundries, etc. divided by 25})] \times \text{Rate/REU}$$
  - d. Industries – Impact fees for industries shall be computed from total daily water consumption or instantaneous demand, according to the definition.
  - e. Irrigation Services – Impact fees for other types of services (irrigation) shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.
  - f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the water system undergo a change that substantially alters the character of the water service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs. This change in impact fees will occur when there is evidence that a Customer is using more water than is typical of consumers with the same number of Residential Equivalent Units.
3. Extensions
- a. Inside City Limits – The Department will make necessary extensions of the water system at its own expense, provided the extension will be technically feasible

under the Department's engineering criteria. All water extensions shall be made at the discretion of the Department.

b. Outside City Limits

- i. All water extensions shall be made at the discretion of the Department. The Department will make extensions to the water distribution system contingent upon the following conditions:
  - a) The proposed extension will be technically feasible under the Department's engineering criteria.
  - b) The proposed extension will conform to the Department's overall long-range water system development plans.
- ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
  - a) Main Line Extensions – The Department may contribute up to but no more than 50% of the costs incurred. The costs shall be computed by the Department based on the then current market prices.
  - b) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.

4. Fire Service Taps

- a. Existing Fire Service Taps – The Department may install detector check valves with meter on all existing fire services. This meter will be read each month and the customer billed as per the appropriate rate schedule. If this detector meter shows consumption for any four (4) months in a twelve (12) month period, the customer will be required to install at his expense, a full flow fire service meter. A certain amount of flow through the meter to account for allowable leakage (AL) shall be allowed per month and shall not be counted as consumption in determining whether or not the customer is required to install a full flow fire meter. The AL shall not be exempt from billing. The AL shall be computed as follows:
$$AL \text{ (cu ft/mo)} = (\# \text{ joints divided by } 100) \times (50 \text{ cu ft/mo/} 100 \text{ joints}) + \# \text{ tests/mo} \times (\# \text{ test points} \times \text{vol/test point})$$
- b. New Fire Service Taps – All new fire service taps will require the installation of a full flow fire service meter. The customer will be required to purchase a fire service tap of the size he desires, to meet his fire protection requirements. This tap may be used for both fire protection and domestic service at the discretion of the Department. Water used to actually fight a fire will not be billed.
  - i. All fire service taps will require a State approved double check backflow preventer in accordance with State Department of Health and Environmental Control, supplied by the customer at his expense.
  - ii. The customer will be required to grant to the Department an easement adjacent to the property line at which the connection to the Department's water system is to be made, for the purpose of the meter installation including a vault to hold the meter and associated equipment. The meter and vault will be the property of the Department under its sole control. The backflow device shall be the property of the customer and the responsibility for its maintenance, in accordance with the rules and regulations of the South Carolina Department of

Health and Environmental Control and the Department, shall remain with the customer.

- c. Monthly Fire Service Charge – A monthly fire service availability fee will be charged to each customer provided with fire protection. This charge will be in accordance with the rate schedule.

5. Other Services

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

D. Wastewater

1. Tap Fees

- a. Tap Fees will be reviewed by the Manager on a yearly basis and updated based on the then current market prices for materials and labor. The fees will be updated and implemented on October 1<sup>st</sup> of every year. Regardless of the change in tap fees, Customers will pay all costs, both direct and indirect, for taps larger than six (6") inches and non-standard installations.
- b. Limitations on Tap Fees – After tap fees have been purchased, the tap must be made within twelve (12) months. Should a Customer fail to have the tap constructed within twelve (12) months of the fee payment, the fee will be reimbursed to the Customer and the tap fee removed from the Department's records.
- c. No wastewater taps shall be made for the purposes of providing wastewater services to premises located on any portion of property contiguous to the corporate limits of the City of Orangeburg on September 17, 2002 or anytime thereafter until the owner or owners of said property agree by covenant and petition to be annexed into the corporate limits of the City of Orangeburg.

2. Impact Fees – Impact fees of three-hundred fifty (\$350) dollars per REU shall be paid for each wastewater service or unit connected to the Department's wastewater system. The impact fees shall be collected as follows:

- a. Residential Service – An impact fee shall be collected for each residential unit connected to the Department's wastewater system.
- b. Commercial Properties – Impact fees for commercial properties other than Hotels, Motels, Hospitals, Nursing Homes, or Dormitories shall be based on REUs computed from the number of fixture units. Owners shall submit to the Department, plumbing plans and the Department shall compute the impact fees.
- c. Hotels, Motels, Hospitals, Nursing Homes, Dormitories - or any other facilities where sleeping, bathing and laundry facilities are an integral part of the services offered shall pay an impact fee based on the following formula:

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



- d. Industries – Impact fees for industries shall be computed from total daily wastewater contribution as submitted on "Permit Application - Wastewater Survey Questionnaire" or other documentation of flow requirements or instantaneous demand.
  - e. Other Services – Impact fees for other types of services shall be computed using criteria as outlined in the definition, using the specific criteria which yields the higher number of REUs.
  - f. Change In Use Impact Fees – Change in use impact fees shall be collected where existing facilities already connected to the wastewater system undergo a change that substantially alters the character of the wastewater service. The total impact fee shall be calculated as the fee rate times the difference between the proposed number of REUs and the previously used REUs. This change in impact fees will occur when there is evidence that a Customer is using more water than is typical of consumers with the same number of Residential Equivalent Units.
3. Extensions
- a. Inside City Limits – The Department will make necessary extensions of the wastewater collection system at its own expense, provided the extension will be a gravity system and be technically feasible under the Department's engineering criteria. All wastewater extensions shall be made at the discretion of the Department.
  - b. Outside City Limits
    - i. All wastewater extensions shall be made at the discretion of the Department. The Department will make extensions to the wastewater collection system contingent upon the following conditions:
      - a) The proposed extension will be a gravity system and be technically feasible under the Department's engineering criteria.
      - b) The proposed extension will conform to the Department's overall long-range wastewater system development plans.
    - ii. The cost of the extension, when requested by the Customer and prior to the Department's planned extension, shall be distributed as follows:
      - a) Main Line Extension – The Department may contribute up to but no more than 50% of the costs incurred if administered by the Department. If not, the Department may contribute materials only. The costs shall be computed by the Department based on the then current market prices.
      - b) Other Than Main Line Extensions – The Customer will pay for all costs, direct and indirect, incurred in the extension.
- E. Special Equipment – Where special equipment is necessary to meet the Customer's unique needs, the Department may make a reasonable charge for the additional equipment. Equipment shall be installed at the Customer's expense. In lieu of the above, the Department may require the Customer to either discontinue operating such equipment or install the necessary facilities to eliminate the disturbances detrimental to the service of other Customers.

**V. CUSTOMER'S INSTALLATIONS**

**A. General**

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

**B. Electric**

1. The Customer's service installations shall be made in accordance with these General Terms and Conditions, Department's Wiring Rules and Regulations and existing provisions of the International Building Code as adopted by the City of Orangeburg. Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the Department, State and Federal authorities. The Customer shall keep in good and safe repair and condition such wiring and equipment on the Customer's side of the service point exclusive of the Department's metering facilities and equipment.
2. The Customer's service entrance requirements shall be as stipulated in the Wiring Rules and Regulations and other manuals published by the Department.
3. The Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provisions of the applicable rate schedule. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Department, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premises.

**C. Natural Gas**

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

3. Outside the City Limits – All natural gas piping and natural gas equipment installations on the Customer's premises from the load side of the Department's meter shall be done at the Customer's expense and subject to the approval of the Department. Installations outside of the City Limits shall meet the requirements of the Orangeburg County Building Inspection Department. The Customer shall keep in good and safe repair and condition all such piping and equipment from the point of connection at the Department's facilities.

**D. Water**

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

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

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

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

Any cross connection control device found to be defective shall be satisfactorily repaired or replaced at the Customer's expense. Failure to perform inspection, testing and maintenance of these units as required will result in the Department classifying the service as an unprotected cross connection.

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

**E. Wastewater**

1. All wastewater service lines will be stubbed-out to the property line to a point designated by the Department and shall be installed in accordance with the Department's Plumbing Rules and Regulations. The stub-out will be done at the Customer's expense by the Customer's plumber. The Department will connect to the Customer's stub-out provided the required tap fee has been paid by the Customer. Inside the city limits, the plumber must be a plumber licensed by the City of Orangeburg. Outside the city limits, the plumbing may be done by anyone after first securing a plumbing permit from the Department.
2. Inside the City Limits – All plumbing must be installed in accordance with the Department's Plumbing Rules and Regulations and the International Plumbing Code and must be inspected by the Department.
3. The construction of all wastewater service lines and the quality of the materials discharged into the wastewater connections shall conform to the appropriate City Ordinances.

**VI. SERVICE TERMS**

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

11. The Department shall not furnish its services to any applicant, who at the time of such application, is indebted for service, previously furnished to such applicant or applicant's business.
  12. The Department shall not furnish its services to any applicant where any member of his household is indebted for service, previously furnished such member or member's business.
  13. The Department shall not furnish its services to any applicant where the owner of the premise is indebted for services previously furnished the owner.
  14. The Department shall not continue to furnish its services to any Customer who is indebted for service, previously furnished to such applicant or applicant's business.
  15. The Department shall not continue to furnish its services to any Customer where any member of his household is indebted for service, previously furnished such member or member's business, prior to the time of such Customer's application.
  16. The Department may terminate a Customer's services should the Customer be in arrears on an account for service at another premises.
  17. If the Customer's use of the Department's services conflicts with, or violates orders, ordinances or laws of the State of South Carolina or any subdivision thereof.
  18. Failure of the Customer to provide the Department a signed contract or service agreement.
  19. Where the Department has discontinued service for reasons in Paragraphs 1 through 18, above, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department.
  20. Expiration of the Customer's contract.
- B. Safety Requirements – The Department is required under regulations of the Public Service Commission of South Carolina to lock natural gas meters in the off position whenever service to a Customer is discontinued. The requirement to lock a natural gas meter is applicable when natural gas service is turned off at the request of the Customer or when a natural gas meter is found by the Department which has been turned off by the Customer or other persons. Restoration of natural gas service under these conditions will require a service call to unlock the natural gas meter and restore natural gas service. A charge will be assessed for the locking and the reconnection for each service call.
- C. Disconnection for Non-Payment
1. Notices – Delinquent (Reminder) Notices may be printed and mailed when a payment becomes overdue. The notice shall notify the Customer that if the bill is not paid within ten (10) calendar days, services shall be subject to disconnection. A fee of five (\$5) dollars shall be applied to the account for processing and mailing the notice. A residential customer who becomes delinquent may be required to pay, in addition to the delinquent bill, a deposit installment up to 20% of the deposit for that class of service or two (2) months probable bill. Each month that a customer subsequently becomes delinquent, an additional installment will be due and payable until the full amount of the deposit is paid for that class of service. In the event a non-residential customer becomes delinquent, a deposit equal to two (2) months probable bill may be immediately required. Customers who make payment agreements to continue service

but fail to meet the terms of the payment agreement will be subject to having their service disconnected without further notice.

2. Where the Department has discontinued service for non-payment reasons, the Customer is subject to a disconnection charge of thirty (\$30) dollars in addition to any other charges due and payable to the Department.
3. In cases where all disconnected services are reconnected at the same time due to the Customer's payment of bills and charges as prescribed by the Department, on the same premises for the same Customer, no reconnection charge will be made. If, through no error the Department, any service is not connected and additional trips are required, a charge of thirty (\$30) dollars per trip shall apply.

D. Connection/Reconnection/Disconnection of Services

1. When service has been discontinued in accordance with Paragraph 1 above, all charges for services to date may become immediately due and payable and service will not be reinstated until payment as prescribed by the Department has been made, including any additional deposit as may be deemed necessary by the Department as listed in Section VII-C. Service may be reinstated after normal business hours with the approval of management before prescribed payment is made at the request of the Customer for a period of time as determined by the Department for a special charge of fifty (\$50) dollars.
2. When a Customer desires to establish or re-establish existing services at an existing account on the workday of the application, and the Customer has notified the Department by 2:00 P.M. on the date requested, every effort shall be made to provide services on the workday requested. All available services are to be connected at the same time on the same premises, for the same Customer at no charge. If the application is received after 2:00 P.M., every effort shall be made to provide services on the workday following the date of the application except when a Customer elects for services to be scheduled on the workday of the application for a service charge of thirty (\$30) dollars. If the application is received after normal working hours, then services may be provided after normal working hours for a service charge of one-hundred (\$100) dollars. If the Customer elects to postpone securing a service at the time other services are rendered, the Customer will be assessed a service charge of thirty (\$30) dollars per trip to connect services at a future date. If a Customer elects to be served within one (1) hour for routine connections or reconnections during normal business hours and the Department is able to provide said service, the Customer will be assessed an additional charge of thirty (\$30) dollars to any other applicable charges.
3. When a Customer desires to have his account terminated, he must notify the Department; such notification may be verbal or in writing. The Department shall be allowed a reasonable period of time after the receipt of such a notice to take a final reading of the meter and to discontinue service. There shall be no additional charge for terminating an account under these conditions.
4. There shall be no charge where the Department has discontinued or reconnected a service on a temporary basis at the request of the Customer, in order that the Customer can make repairs or changes to his equipment due to water or natural gas leaks, electric meter box problems, electric line removals or change of service size. Any other request for a service to be discontinued will require a service charge of thirty (\$30)



dollars to terminate the service during normal business hours, and thirty (\$30) dollars to reconnect the service during normal business hours or fifty (\$50) dollars after hours. The Department does not discontinue services after normal business hours.

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

### **A. General**

1. Bills for electric, natural gas, water and/or wastewater services will be issued monthly by the Department, except as specifically stated to the contrary. The Department will make every reasonable effort to see that each Customer of the Department receives his bill, but no responsibility will be assumed for non-delivery when same has been mailed at the Post Office. All contracts shall be on a yearly basis except where specifically stated to the contrary.
2. In the event a Customer has a spouse, adult child, or other family member, roommate, subtenant, co-tenant, or other individual who is not listed on the Application for Utility Service as a co-applicant but who resides in the premises served by the Department and assumes or accepts utility services to such premises (an "Unlisted Co-Applicant"), then the Unlisted Co-Applicant, the Customer, and any or all listed co-applicants, shall be jointly and severally liable for any and all payments due on the Customer's account which cover utility service during any time period when the Unlisted Co-Applicant resides, or resided, in said premises. The Unlisted Co-Applicant shall be made liable in all other respects the same as if the Unlisted Co-Applicant were a regular authorized Customer of the Department.
3. In the event a Customer vacates a premise served by the Department without notice to the Department so that the service may be disconnected and appropriate entries made in the records of the Department, and in the event another person or legal entity should continue to receive service at the premises and submit payment for the service which is in the name of the previous occupant, then the person or entity so doing shall become liable for the service from the last meter read and jointly responsible with the original Customer for any and all payments on the account which shall be liable in all other respects the same as if he or it were a regular authorized Customer of the Department.
4. The territory served by the Department is divided into separate areas for billing purposes. In each instance, the bill rendered will cover service for a period of approximately one (1) month prior to the billing date, except that any service cut on prior to the usual meter reading date will be billed on the appropriate schedule for the service rendered; but in no case less than the scheduled minimum. The Department at its sole discretion shall determine the appropriate rate schedule by which a Customer shall be billed.
5. Current charges for electric, natural gas, water and/or wastewater service are due when rendered and payable at the office of the Department during office hours, on or before the current due date (last day to pay) indicated on the bill, the 20<sup>th</sup> day including the date of the bill, EXCEPT WHERE SPECIFICALLY STATED TO THE CONTRARY in these rules, regulations and rates.
6. Bills are subject to penalties – If a payment is not received as designated in the bill by the said current due date (last day to pay), penalties of 1.5% monthly of the overdue balance will be applied after the close of business the 20<sup>th</sup> day. A good credit

Customer, one who has paid twenty-four (24) months in a row without arrears, may be excused the notice fee and the penalty for late payment once every twenty-four (24) months. A good credit Customer will not be excused disconnection fees.

7. When it is mutually to the advantage of the Customer and the Department, the Department may offer billing options such as follows:
  - a. The Customer's bill date may be moved to another date.
  - b. The Customer's bill may be set as an average of one year's billing.
  - c. The Customer may make arrangements to pay a bill in installments.
8. There shall be no charges for the initial required inspections for services. Additional trips for inspections may be charged thirty (\$30) dollars per trip.
9. When a Customer requests a meter to be read or re-read, a charge of thirty (\$30) dollars may apply except in the event the previous billing reading is found to be in error in which no charge will be applied.
10. All electric, natural gas, and water services will be metered. Where electric and water meters fail to register, bills shall be arrived at by taking an average of the three (3) most recent months. Where natural gas meters fail to register, bills shall be arrived at by comparison with the same month of the previous year. When at the request of the Customer, or otherwise, electric, natural gas and/or water meters have been tested by the Department, or any other party approved by the Department, and found to be more than 2% fast, previous bills reflecting such inaccuracy will be adjusted accordingly but in no case will the adjustment exceed six (6) months prior billing. If a meter is tested at the Customer's request, the Customer may pay a service charge of forty (\$40) dollars for such service, but in the event the meter is found to be more than 2% fast, the Customer's bill will be adjusted as stated above and no service charge will be applied.
11. All wastewater Customers will be billed as follows:
  - a. Single unit dwellings or businesses will be billed a wastewater charge consisting of a service charge and a commodity charge in accordance with City Ordinance. The commodity charge will be based on the water consumption as determined by the water meter.
  - b. Multiple unit dwellings or businesses will be billed a wastewater charge consisting of a service charge and a commodity charge.
    - i. Where a separate water meter for each unit exists, combined billing for both the service and commodity charges for the wastewater service will be shown on the utility bill for water.
    - ii. In units that are served through a common water meter, but have separate electric meters, and any one unit has wastewater service, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water, based on the entire water consumption less the portion of water approved as delivered into a product.
    - iii. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the entire water consumption less the portion of water approved as delivered into a product and the service charge will be computed by

multiplying the number of units which have wastewater service, times the appropriate service charge. A unit having wastewater service is one which has plumbing connected to the wastewater system.

- c. Where a Customer is supplied through a water system other than that of the Department of Public Utilities, the Customer will be billed a wastewater charge consisting of a service charge and a commodity charge. The commodity charge will be based on an estimate of the water consumption as determined by the Department of Public Utilities.
12. Electric and Natural Gas Supply Charge
    - a. Electric – For all kilowatt-hours sold by the Department to a Customer during the billing month as determined by the meter reading for that month, an estimated electric power supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated electric power supply cost billed to a Customer will be corrected, and the difference between the estimated cost and the actual cost will be charged to the Customer.
    - b. Natural Gas – For all natural gas sold by the Department to a Customer during the billing month, as determined by the meter readings for that month as adjusted for the heat content of the natural gas delivered to the Customer, an estimated natural gas supply cost will be included in all bills rendered by the Department. In the first billing month following the current billing month, the estimated natural gas supply cost billed to the Customer will be corrected and the difference between the estimated cost and the actual cost will be charged to the Customer.
  13. Due to the swing in electric supply and natural gas supply cost to the Department and because of the variance between summer and winter usage, the Department will use a monthly cost calculation model to help level the per unit cost to the Department's Customers and recognize the nature of the costs incurred by the Department.
  14. No claim or demand that the Customer may have against the City of Orangeburg shall be considered as an offset against the payment for services furnished under these regulations.
  15. Disconnection for non-payment: See Section VI-C.
- B. Returned Checks – When a check or electronic fund transfer is returned to the Department by a bank because of "insufficient funds", "account closed", "no account", etc., a service charge of twenty-five (\$25) dollars will be made by the Department for each such check. The Department, at its option for good cause, may refuse to accept an electronic fund transfer or check tendered as payment on a Customer's account.
- C. Deposit
1. A deposit equal to two (2) month's probable service may be required from all users of the electric, natural gas, water and/or wastewater system, if any of the following conditions exist:
    - a. The Customer is establishing or re-establishing a new service.
    - b. The Customer's past payment record to the Department shows delinquent payment practice.
    - c. A Customer has no deposit and presently is delinquent in payments.

- d. A Customer has had his service terminated for non-payment or fraudulent use.
- e. Market indicators such as stocks, lawsuits, financial reports, etc. reflect that bankruptcy is possible.
- f. Failure to provide proof of sufficient financial stability to pay bills as rendered.
2. Deposits shall be returned when the Customer completes twenty-four (24) consecutive payments without arrears.
3. The effectiveness of security deposits to guarantee payment and prevent loss to the Department and its Customers will be reviewed from time to time, and the Department reserves the right to increase or decrease the amount of deposit required of applicants and existing Customers.

D. Billing/Payment Disputes

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

E. Billing Errors

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

portion of the interval that can be determined up to a maximum period of twelve (12) months.

- c. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the Customer was subject to pay the deficient amount.
  - d. If the usage incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage.
3. Customer Undercharged Due to Willfully Misleading Department – If the Department has undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any such action by any person (other than the employees or agents of the Department), such as tampering with, or by-passing the meter when it is evident that such tampering or by-passing occurred during the residency of that Customer, or if it is evident that a Customer has knowledge of being undercharged without notifying the Department as such, then the Department shall recover the deficient amount provided as follows:
- a. If the interval during which the Customer was undercharged can be determined, then the Department shall collect the deficient amount incurred during that entire interval, provided that the applicable statute of limitations is not exceeded.
  - b. If the interval during which the Customer was undercharged cannot be determined, then the Department shall collect the deficient amount incurred during the twelve (12) month period preceding the date when the billing error was discovered by the Department.
  - c. If the usage and/or demand incurred by that Customer during the billing periods subject to adjustment cannot be determined, then the adjustment shall be based on an appropriate estimated usage and/or demand.
  - d. If the metering equipment has been removed or damaged, then the Department shall collect the estimated cost of repairing and/or replacing such equipment.

F. Metered Service

- 1. Each meter shall be considered as a separate service. If multiple meters are installed at the same location, and the service points are of the same character, i.e., same voltage, size, and/or capacity, the Department, at its discretion, may bill said metered locations as a single service. Separately metered services of a different character shall be billed as individual services.
- 2. Only one (1) service shall be allowed for each installed meter.

- G. Tampering Charges – Where the Department has determined that a Customer has tampered or by-passed the Department's equipment, the Customer is subject to the prevalent charges including but not limited to any and all charges incurred by the Department for all matters concerning tampering, except charges listed as loss of Revenue in Section VII-E, Paragraph 3. In addition to all charges incurred, a penalty charge of one-hundred (\$100) dollars shall be applied to the Customer.



ORDINANCE NO. 2002-16

**ORDINANCE OF CITY COUNCIL TO SET SUBURBAN FIRE PROTECTION RATES AS AUTHORIZED UNDER SECTION 18-4.2 OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG SOUTH CAROLINA**

WHEREAS, the City of Orangeburg, South Carolina provides fire protection and other related services to the suburban areas outside the city; and

WHEREAS, a large Majority of the emergency calls are in the suburban areas; and

WHEREAS, the City incurs substantial costs in providing this service; and

WHEREAS, the City strives to maintain and improve its level of Public Safety services.

**NOW THEREFORE, BE IT ORDAINED**, by Orangeburg City Council duly assembled that §18-4.2 of the Code of Ordinances of the City of Orangeburg is hereby amended by setting the following Suburban Fire Protection Rates, which shall be effective as of November 19, 2002.

**SUBURBAN FIRE PROTECTION RATES**

1.	1st house less than 900 square feet	\$ 70.50
	All other miscellaneous structures on same lot	\$ 49.00
2.	1st house 900 square feet to 1499 square feet	\$ 99.00
	All other miscellaneous structures on same lot	\$ 79.00
3.	1st house 1500 square feet to 2099 square feet	\$106.00
	All other miscellaneous structures on same lot	\$ 85.00
4.	1st house 2100 square feet to 2699 square feet	\$113.50
	All other miscellaneous structures on same lot	\$ 92.50
5.	1st house 2700 square feet to 3299 square feet	\$120.00
	All other miscellaneous structures on same lot	\$ 99.00
6.	1st house 3300 square feet to 3899 square feet	\$127.00
	All other miscellaneous structures on same lot	\$106.00
7.	1st house 3900 square feet and larger	\$134.50
	All other miscellaneous structures on same lot	\$113.50
21.	Single Wide Trailer	\$ 70.50
22.	Double Wide Trailer	\$ 99.00
23.	Mobile Home Park, Each Single Wide Trailer	\$ 70.50
	Mobile Home Park, Each Double Wide Trailer	\$ 99.00
31.	Apartments less than 900 square feet - 1st apt.	\$ 70.50
	All other apartments	\$ 50.00
32.	Apartments 900 square feet or larger - 1st apt.	\$ 99.00
	All other apartments	\$ 79.00
33.	Duplex, each apartment less than 900 square feet	\$ 70.50
	Second Duplex, less than 900 square feet	\$ 50.00
34.	Duplex, each apartment 900 square feet or more	\$ 99.00
	Second Duplex, 900 square feet or more	\$ 79.00
35.	Apartments less than 900 square feet with laundry	\$ 70.50
	All other apartments	\$ 50.00
41.	Vacant Lot not exceeding 5 acres	\$ 61.00
42.	Vacant parcels larger than 5 acres	\$ 91.50
51.	Business less than 1200 square feet	\$106.00
52.	Business 1200 square feet or larger	\$247.00
53.	Mall-shopping Complex	
	Under 1200 Square feet (each unit)	\$106.00



	1200 Square feet or Larger (each unit)	\$247.00
54.	Storage Warehouse - up to 3000 square feet	\$122.00
61.	Industrial, Manufacturing, or Institutions 1500 square feet to 100,000 sq. feet	\$1,216.00
62.	Industrial, Manufacturing, or Institutions over 100,000 square feet	\$1,824.00
63.	Hospitals	\$6,077.50
71.	Gasoline Service Stations	\$286.50
72.	Gasoline Service Station and Convenience Store with Underground Tanks	\$386.00
73.	Gasoline Service Station and Convenience Store with Above ground Tanks	\$457.00
74.	Gasoline Bulk Plant	\$633.00
81.	Dumpster Sites (per site), or Manned Convenience Stations (per site)	\$140.00
99.	Unassigned (do not accept payment)	
	All vehicle fires	\$375.00

No contracts: When the Department of Public Safety responds to a residential call without a valid contract, the minimum service charge will be \$1,000.00 plus the price of the contract. All institutions, commercial or manufacturing calls will be billed for actual costs with a minimum charge of \$1,000.00 plus the cost of the fire contract. Fire reports will not be issued until the service charge is paid in full.

DONE AND RATIFIED BY Council duly assembled this 19<sup>th</sup> of November, 2002.



*Paul M. Min*

Mayor

*James Haire*  
*Sandra P. Kutt*  
*Charles B. Barwell Jr.*  
*Trelawny A. Miller*  
*Chad Dyer*  
*Joseph P. Ramey*

Council Members

Attest:

*Sharon Hanning*  
 City Clerk

ORDINANCE NO. 2002-17

**AN ORDINANCE AMENDING CHAPTER XX, SECTION 20-3, ENTITLED "BLOCKING STREET CROSSING; TIME LIMIT; EXCEPTIONS" OF THE CODE OF ORDINANCES FOR THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA**

**WHEREAS**, railroad companies and corporations frequently block the flow of traffic on public roads or streets crossing a railroad track within the City of Orangeburg, and;

**WHEREAS**, said blockage interferes with the automotive traffic patterns of the City of Orangeburg and causes congestion at other railroad crossings within the City of Orangeburg, and;

**WHEREAS**, the City of Orangeburg deems it in the public interest and for the general welfare of the traveling public that said actions be limited,

**NOW THEREFORE BE IT ORDAINED BY COUNCIL DULY ASSEMBLED**, that Chapter X, Section 20-3 of the Code of Ordinances for the City of Orangeburg, State of South Carolina is hereby amended and after amendment shall read as follows:

"20-3 a. **BLOCKING STREET CROSSINGS; TIME LIMIT.** No person who is responsible for the operation of any railroad train or car shall permit a public road or street intersecting a railroad track to be closed for traffic by a standing car, train, engine, or other railroad equipment continuously longer than five minutes. After notice of violation, each blockage of the same crossing for each five (5) continuous minutes shall constitute a separate offense,

b. **UNATTENDED BLOCKAGE; TIME LIMIT.** No person who is responsible for the operation of any railroad train or car shall permit a public road or street intersecting a railroad track to be closed for traffic by an unattended standing car, train, engine, or other railroad equipment continuously longer than five minutes. "Unattended" shall mean the absence of a person with the ability and means to control the movement or operation of any such car, train, engine, or other railroad equipment. After notice of violation, each blockage of the same crossing for each five (5) continuous minutes shall constitute a separate offense.

c. **PENALTY.** A person violating this section is guilty of a misdemeanor for each offense and shall be punished by a fine not exceeding Five Hundred and No/100 (\$500.00) Dollars.

d. **SEVERABLE.** The provisions of this Ordinance are severable, and if any sentence, section or other part of this Ordinance shall be found to be invalid, such invalidity shall not effect the remaining provisions, and the remaining provisions shall continue in full force and effect."

**DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2002.**



*Laura M. ...*  
Mayor  
*James Haire*  
*Sandra R. ...*  
*Charles B. ...*  
*Thelma A. Miller*  
*John ...*  
*Joseph W. ...*  
Members of Council

ATTEST

*Sharon Lanning*  
City Clerk