

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**



santee cooper

**RATE SCHEDULES**

**EFFECTIVE FOR BILLS RENDERED ON OR AFTER  
NOVEMBER 1, 2009**

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

RESIDENTIAL

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
RESIDENTIAL  
GENERAL SERVICE  
SCHEDULE RG-09

Section 1. Availability:

This schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina.

Section 2. Applicability:

This Schedule is applicable for use in private residences, single-family dwelling units, and farms. Energy delivered to each residence, dwelling unit, or farm shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages, and workshops). This Schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this Schedule may not be resold or shared with others.

Residential customers meeting the applicability provisions set forth in the Residential Demand Service Rider RD-09 may be served pursuant to applicability of the rider.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$10.00

(2) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.0988/kWh

Non-Summer Season..... \$0.0888/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and, 0.135 respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the "Customer Charge." Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid.

Section 6. Terms and Conditions:

Service hereunder is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009

Effective for bills rendered on and after November 1, 2009

Supersedes:

Residential Standard Service RS-96, Effective April 1, 1996

Residential Standard Plus Service Rider RE-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
RESIDENTIAL  
DEMAND SERVICE  
RIDER RD-09

Section 1. Availability:

This rider is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina.

Service hereunder, "Residential Demand Service", is available to customers meeting the applicability requirements of the Authority's Residential General Service Schedule RG-09 or its successor (hereafter "Schedule RG-09") to which this Rider RD-09 is attached and made a part of.

Section 2. Applicability:

This Rider RD-09 is applicable to private residences, single family dwelling units, and farms having or reasonably expected to have an annual load factor of less than 35% for any consecutive twelve month period. The Authority, at its sole option, may place under this Rider RD-09 Customers having tankless electric water heaters or other types of loads that are estimated by the Authority to have an annual load factor less than 35%. If at the Authority's option a Customer is placed on this Demand Service Rider RD-09 and after twelve consecutive months of service the Customer's annual load factor is greater than or equal to 35%, then the Authority shall remove the Customer from the Demand Service Rider RD-09 and credit or debit the Customer's usage for the previous twelve month period for any difference in billing under the Demand Service Rider RD-09 and the then applicable residential schedule or rider. Energy delivered to each residence, dwelling unit, or farm shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages and workshops). Rider RD-09 is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken hereunder may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(B) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of..... \$18.00

(2) Demand Charge:

All kW of metered demand ..... \$17.47

(3) Energy Charge:

(a) Base Energy Charge

Summer Season .....\$0.0305/kWh

Non-Summer Season .....\$0.0205/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135 respectively.

(c) Demand Sales Adjustments:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the "Customer Charge." Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Rate Code: RD

RD-09

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid.

Section 6. Other Terms and Conditions:

Except as otherwise provided in this Rider, service hereunder shall be subject to all terms and conditions of Schedule RG-09, or its successor rate schedule.

Adopted August 24, 2009

Effective for bills rendered on and after November 1, 2009

Supersedes:

Rider RD-96, Effective April 1, 1996

Rate Code: Standard Plus - R1  
Standard - R2

RN-09

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
RESIDENTIAL SERVICE  
GOOD CENTS (NEW)  
SCHEDULE RN-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This Schedule is closed for new Customers on and after November 1, 2009, except for any Customer who applied for the Good Cents program prior to that date and whose home is certified under Santee Cooper's Good Cents (New) Home Program prior to November 1, 2010.

Section 2. Applicability:

This Schedule is applicable for use in private residences and single-family dwelling units for those homes certified under Santee Cooper's Good Cents (New) Home Program and presenting Santee Cooper's Good Cents (New) Certificate upon application for service. Energy delivered to each residence or dwelling unit shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages, and workshops). This Schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this Schedule may not be resold or shared with others.

The following conditions apply to existing customers and customers who have applied for this service but have not established service effective on November 1, 2009.

- (1) Customers designated for "Standard" or "Standard Plus" service as of November 1, 2009 shall retain their "Standard" or "Standard Plus" service designation as long as they remain eligible for service under this Schedule.
- (2) Those customers who (a) qualify for this Schedule after November 1, 2009 pursuant to the availability provision above, and (b) whose normalized energy usage for the billing months occurring in July, August, and September is less than or equal to one hundred and forty percent (140%) of their normalized energy usage during the billing months of January, February, and March, shall qualify for "Standard Plus" service under this Schedule. This determination shall be made after sufficient billing history is available to make such determination.
- (3) Those customers who do not qualify for "Standard Plus" service pursuant to paragraph (2) above shall qualify for "Standard" service.
- (4) Once a determination is made pursuant to paragraph (2) or (3) above, a Customer shall retain the resulting service designation as long as they remain eligible for service under this schedule.

Good Cents (New) Standard requirements for certification under Santee Cooper's Good Cents (New) Home Program are contained in Santee Cooper's Good Cents Program Standards, copies of which are available at Santee Cooper's retail offices.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$10.00

(2) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.0951/kWh

Non-Summer Season..... \$0.0851/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135 respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(d) Good Cents Credit:

For all customers designated for "Standard Plus" service, a credit of \$12.00 shall be applied to each monthly bill for which service is rendered; provided, however, that in no event shall such credit reduce the total monthly bill below the Minimum Charge set forth below.

Rate Code: Standard Plus - R1  
Standard - R2

RN-09

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid..

Section 6. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009

Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule, RN-96, Effective April 1, 1996

Rate Code: Standard Plus - R3  
Standard - R4

RR-09

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
RESIDENTIAL SERVICE  
GOOD CENTS (IMPROVED HOME)  
SCHEDULE RR-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This Schedule is closed for new Customers on and after November 1, 2009, except for any Customer who applied for the Good Cents (Improved Home) program prior to that date and whose home is certified under Santee Cooper's Good Cents (Improved Home) Program prior to November 1, 2010.

Section 2. Applicability:

This Schedule is applicable for use in private residences and single-family dwelling units for those homes certified under Santee Cooper's Good Cents (Improved Home) Program and presenting Santee Cooper's Good Cents (Improved Home) Certificate upon application for service. Energy delivered to each residence or dwelling unit shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages and workshops). This Schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this Schedule may not be resold or shared with others.

The following conditions apply to existing customers and customers who have applied for this service but have not established service effective on November 1, 2009.

- (1) Customers designated for "Standard" or "Standard Plus" service as of November 1, 2009 shall retain their "Standard" or "Standard Plus" service designation remain eligible for service under this Schedule.
- (2) Those customers who (a) qualify for this Schedule after November 1, 2009 pursuant to the availability provision above, and (b) whose normalized energy usage for the billing months occurring in July, August, and September is less than or equal to one hundred and forty percent (140%) of their normalized energy usage during the billing months of January, February, and March, shall qualify for "Standard Plus" service under this Schedule. This determination shall be made after sufficient billing history is available to make such determination.
- (3) Those customers who do not qualify for "Standard Plus" service pursuant to paragraph (2) above shall qualify for "Standard" service.
- (4) Once a determination is made pursuant to paragraph (2) or (3) above, a Customer shall retain the resulting service designation as long as they remain eligible for services under this schedule.

Rate Code: Standard Plus - R3  
Standard - R4

RR-09

Good Cents (Improved Home) Standard requirements for certification under Santee Cooper's Good Cents (Improved Home) Program are contained in Santee Cooper's Good Cents Program Standards, copies of which are available at Santee Cooper's retail offices.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$10.00

(2) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.0955/kWh

Non-Summer Season..... \$0.0855/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

Rate Code: Standard Plus - R3  
Standard - R4

RR-09

(d) Good Cents Credit:

For all customers designated for "Standard Plus" service, a credit of \$8.25 shall be applied to each monthly bill for which service is rendered; provided, however, that in no event shall such credit reduce the total monthly bill below the Minimum Charge set forth below.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid.

Section 6. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect, which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule, RR-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
 (SANTEE COOPER)  
 RESIDENTIAL  
 TIME-OF-USE RATE  
SCHEDULE RT-09

Section 1. Availability:

Service hereunder is available, on a voluntary basis, as a pilot program, to residential customers in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. The availability of service under this rate schedule shall be limited to the first 300 customers requesting service during the pilot period.

Section 2. Applicability:

This Schedule is applicable to private residences, single family dwelling units, and farms. Energy delivered to each residence, dwelling unit, or farm shall be separately metered, and shall include energy used for incidental, non-commercial purposes (e.g., swimming pools, garages and workshops). This Schedule is not applicable to recognized boarding or rooming houses or commercial establishments. Energy taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$20.00

(2) Energy Charge:

(a) Base Energy Charge:	<u>Summer</u>	<u>Non-Summer</u>
All kWh used in On-Peak Hours:	\$0.1831/kWh	\$0.1648/kWh
All kWh used in Off-Peak Hours:	\$0.0619/kWh	\$0.0619/kWh

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

## (c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of On-Peak and Off-Peak Hours:

Summer period On-Peak Hours shall mean the hours from 1:00 p.m. to 10:00 p.m., Monday through Friday, for the months of May, June, July, August, September and October, excluding Labor Day.

Non-Summer period On-Peak Hours shall mean the hours from 6:00 a.m. to 10:00 a.m., Monday through Friday, for the months of November, December, January, February, March, and April, excluding Thanksgiving day, Christmas Day, and New Year's Day.

Off-Peak Hours are defined as all hours not specified above as On-Peak hours.

Section 6. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid.

Section 7. Terms and Conditions:

Service hereunder is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect, which is available at the Authority's retail offices.

Adopted August 24, 2009

Effective for service rendered on and after November 1, 2009

Supersedes:

Schedule RT-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
RESIDENTIAL  
NET BILLING RATE  
SCHEDULE RB-09-03

Section 1. Availability:

(A) Service hereunder is available on a first-come, first-served basis to residential Customers in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. Service hereunder shall be available only upon the approval of the Authority.

(B) Each Customer shall enter into a service agreement for a minimum original term of one (1) year, except that the Customer may opt to terminate the service agreement up to sixty (60) days after the original service agreement date. After the original one year period, the Customer may terminate the service agreement by giving at least sixty (60) days previous notice of such termination in writing. Once the Customer has requested to terminate the service agreement, service under this Schedule will no longer be available to the Customer's premises.

Section 2. Applicability:

(A) This Schedule is applicable to private residences, single family dwelling units, and farms and shall be limited to customers receiving concurrent service from the Authority where a photovoltaic, wind-powered, micro-hydro or biomass-fueled generation source of energy is installed on the Customer's side of the delivery point, hereinafter the "Customer-Generator", for the Customer's own use, interconnected with and operated in parallel with the Authority's distribution system.

(B) This Schedule is only applicable for installed single-phased generation systems that comply with the Authority's then current Standard for Interconnecting Customer-Owned Small Generation 100kW or Less with Electric Power Systems, hereinafter the "Interconnection Standard", which may be modified by the Authority from time to time. The Nameplate Rating of the Customer's installed generation system and equipment must not exceed the estimated maximum monthly kilowatt (KW) demand of the residence or 20 KW, whichever is less. The Customer must comply with the liability insurance requirements of the Interconnection Standard and submit an application to interconnect which must be accepted by the Authority. The customer agrees to pay an application fee in accordance with the Interconnection Standard and any costs associated with upgrades required to maintain a safe and reliable distribution system.

Section 3. Character of Service:

(A) Energy and power delivered to the Customer by the Authority hereunder shall be alternating current, 60 Hertz, single or three-phase, at the Authority's option, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

(B) The Authority shall measure the kilowatt hours delivered to the Customer by the Authority, by time of day, and the kilowatt hours generated by the Customer-Generator and delivered to the Authority, by time of day. Energy charges (or credits) shall be based on the net On-Peak and net Off-Peak kilowatt hours purchased from or delivered to the Authority in a billing month. If the electricity delivered to the Customer by the Authority exceeds the electricity delivered to the Authority by the Customer-Generator during a monthly billing period, the Customer shall be billed the energy charge per kilowatt hour for the net kilowatt hours delivered by the Authority, plus any demand or other charges. If the electricity delivered to the Authority by the Customer-Generator exceeds the electricity delivered by the Authority to the Customer during a monthly billing period, the Customer shall be credited the energy

charge per kilowatt hour for the net kilowatt hours delivered to the Authority during that billing period. Charges or credits will be determined using the appropriate on-peak and off-peak energy charges and other charges as set forth in Section 4 (A) herein below. If the net bill for the month results in a credit to the Customer, the Authority will issue the credit in the form of a check if it is greater than or equal to \$50.00. If the credit is less than \$50.00, then it will be applied to the next billing month.

(C) The Authority will furnish, install, own and maintain metering to measure the kilowatt demand delivered by the Authority to the Customer, and to measure the net kilowatt-hours purchased by the Customer or delivered to the Authority. The Authority shall have the right to install special metering and load research devices on the Customer's equipment and the right to use the Customer's telephone line for communication with the Authority's and the Customer's equipment.

(D) If the Customer is not the owner of the premises receiving electric service from the Authority, the Authority shall have the right to require that the owner of the premises give satisfactory written approval of the Customer's request for service under this Schedule.

(E) The Authority reserves the right to terminate the Customer's service under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or the Interconnection Standard, or operates the generation system and equipment in a manner which is detrimental to the Authority or any of its customers.

(F) By accepting service under this Schedule, the Customer conveys to the Authority ownership of any Renewable Energy Credits or other environmental attributes to the energy produced by the Customer-Generator and sold back to the Authority on a net basis. Further, by accepting service under this Schedule the Customer shall at the Authority's request execute such further instruments or assurances as the Authority may reasonably deem necessary to evidence or confirm the ownership of any such Renewable Energy Credits or other environmental attributes.

(G) Due to the experimental nature of this Schedule, the Authority may deem it necessary to re-evaluate this Schedule and, as with all schedules, reserves the right to revise, eliminate, or close this Schedule to new customers; provided, however, that this Schedule shall not be closed prior to January 1, 2015 to any existing customer receiving service under this Schedule.

Section 4. Monthly Rates & Charges:

(A) Basic Monthly Charges:

(1)	Customer Charge		
	For each month, a charge of .....		\$20.00
(2)	On-Peak Demand Charge (\$/KW per month).....		\$13.66
(3)	Energy Charges:		
		<u>Summer</u>	<u>Non-Summer</u>
	All kWh used during On-Peak Hours	\$0.03585/kWh	\$0.04662/kWh
	All kWh used during Off-Peak Hours	\$0.03223/kWh	\$0.04373/kWh

Energy Charges (or Credits) shall be based on the net On-Peak and net Off-Peak kilowatt hours purchased from or delivered to the Authority for the billing month.

(B) Energy Charge Adjustments:

The Energy Charges reflect the Authority's projected incremental costs and is not subject to the Authority's Fuel Adjustment Clause (FAC-09). However, the Energy Charges shall be adjusted at least annually to reflect changes in the Authority's determination of its projected cost of energy. This adjustment shall include an appropriate recognition for any under or over recovery of incremental energy costs from the prior period. Such adjustments will be calculated and applied in a manner similar to the way the Authority administers its Fuel Adjustment Clause (FAC-09), or its successors.

(C) Minimum Charge:

The minimum charge for single-phase service shall be the "Customer Charge". Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(D) Taxes:

Amounts for "payments in lieu of taxes", as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fee, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax commission or its successor.

Section 5. Determination of Demand:

The Customer's On-Peak Billing Demand for each monthly billing period shall be the Customer's maximum 30-minute integrated kW demand delivered to the Customer during the On-Peak Hours of such billing period, as recorded by or determined from suitable measuring devices.

Section 6. Determination of On-Peak and Off-Peak Hours:

Summer period On-Peak Hours shall mean the hours from 1:00 p.m. to 10:00 p.m., Monday through Friday for the months of May, June, July, August, September, and October excluding Labor Day.

Non-Summer period On-Peak Hours shall mean the hours from 6:00 a.m. to 10:00 a.m., Monday through Friday for the months of November, December, January, February, March, and April excluding Thanksgiving Day, Christmas Day and New Year's Day.

Off-Peak Hours are defined as all hours not specified above as On-Peak Hours.

Section 7. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within 15 days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of fifty cents (\$.50) or two percent (2%) of the amount then outstanding including late payment charges.

Rate Code: RB

RB-09-03

Section 8. Terms and Conditions:

Service hereunder is subject to the Authority's "Terms and Conditions of Retail Electric Service" currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule RB-09-02, Effective November 1, 2009

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

COMMERCIAL

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
GENERAL SERVICE  
SCHEDULE GA-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

Section 2. Applicability:

This Schedule is applicable to all non-residential users of energy and power, using no more than 7,500 kWh per month and having no more than a 30 KW potential demand in any three months of any twelve consecutive months, for all service of the same available character supplied to the Customer's premises through a single delivery point. Energy and power taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, as available, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at different delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$10.00

(2) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.0915 /kWh

Non-Summer Season ..... \$0.0815 /kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 6. Period of Contract:

The Contract Period will depend upon the facilities required to serve the Customer, but shall not be less than one (1) year.

Rate Code: GN – Small Commercial Service  
GW – Small Municipal Service

GA-09

Section 7. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:

Schedule GN-96, Effective April 1, 1996  
Schedule GW-96, Effective April 1, 1996  
Schedule GC-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
MEDIUM GENERAL SERVICE  
SCHEDULE GB-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

Section 2. Applicability:

This Schedule is applicable to all non-residential users of energy and power using, or reasonably expected to use, at least 7,500 kWh per month in any three months of a twelve month period, for all service of the same available character supplied to the Customer's premises through a single delivery point. Energy and power taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, single or three-phase, 60 Hertz, as available, at available voltage and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to the Authority and must meet the Authority's specifications. Separate supplies for the same Customer at different voltages or at different delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge

For each month, a charge of ..... \$18.00

(2) Demand Charge:

All kW of Billing Demand ..... \$17.47/kW

(3) Energy Charges:

(a) Base Energy Charge:

Summer Season ..... \$0.0445/kWh

Non-Summer Season ..... \$0.0345/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge plus the Demand Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of Demands:

(A) Measured Demand:

The Measured Demand shall be the maximum 30-minute integrated kW demand recorded by suitable measuring devices during each billing period; provided, however, that during any billing period when the average power factor as determined by calculation from readings of a watt-hour and "q-hour" or var-hour meter (equipped with detents) is less than eighty-five percent (85%), the Measured Demand for billing purposes will be adjusted by multiplying such Demand by eighty-five percent (85%) and dividing the product by the actual average power factor in percent as calculated for the particular period.

(B) Billing Demand:

The monthly Billing Demand shall be the greater of (i) the Measured Demand for the current billing period or (ii) thirty percent (30%) of the greatest Measured Demand computed for the preceding eleven months.

Rate Code: GS – Medium Commercial Service  
GM – Medium Municipal Service

GB-09

Section 6. Payment:

All bills are due and payable at the office of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate, within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill shall be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding including late payment charges on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 7. Metering:

Power and energy shall be metered at the point of delivery by the Authority.

Section 8. Period of Contract:

The contract period will depend upon the facilities required to serve the Customer, but shall not be less than one (1) year.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule GS-96, Effective April 1, 1996  
Schedule GM-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
SEASONAL GENERAL SERVICE  
SCHEDULE GV-09

Section 1. Availability:

This Schedule is available, on a voluntary basis, in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This Schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

Section 2. Applicability:

This Schedule is applicable to all commercial customers of the Authority meeting the eligibility requirements of the Authority's Medium General Service Rate Schedule, or its successor. Service hereunder applies to all service of the same voltage and character supplied to the Customer's premises through a single delivery point. Energy and power taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, as available, at available voltage of the Authority, and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to the Authority and must meet the Authority's specifications. Separate supplies for the same Customer at different voltages or at different delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$18.00

(2) Demand Charge:

All kW of Billing Demand ..... \$19.15/kW

(3) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.0445/kWh

Non-Summer Season ..... \$0.0345/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of Demands:

(A) Measured Demand:

The Measured Demand shall be the maximum 30-minute integrated kW demand recorded by suitable measuring devices during each billing period; provided, however, that during any billing period when the average power factor as determined by calculation from readings of a watt-hour and "q-hour" or var-hour meter (equipped with detents) is less than eighty-five percent (85%), the Measured Demand for billing purposes will be adjusted by multiplying such Demand by eighty-five percent (85%) and dividing the product by the actual average power factor in percent as calculated for the particular period.

(B) Billing Demand:

The monthly Billing Demand shall be the Measured Demand for the current billing period.

Section 6. Payment:

All bills are due and payable at the office of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill shall be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding including, late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 7. Metering:

Power and energy shall be metered at the point of delivery by the Authority.

Section 8. Period of Contract:

The contract period will depend upon the facilities required to serve the Customer, but shall not be less than one (1) year.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009

Effective for bills rendered on and after November 1, 2009

Supersedes:

Schedule GV-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
GENERAL SERVICE  
TIME-OF-USE RATE  
SCHEDULE GT-09

Section 1. Availability:

This Schedule is available on a voluntary basis in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This Schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

Section 2. Applicability:

This Schedule is applicable to all commercial customers of the Authority meeting the eligibility requirements of the Authority's Medium General Service Schedule, or its successor. Service hereunder applies to all service of the same voltage and character supplied to the Customer's premises through a single delivery point. Energy and power taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase, as available, at available voltage of the Authority at a single delivery point. The electrical characteristics of all equipment served must be acceptable to the Authority and must meet the Authority's specifications. Separate supplies for the same Customer at different voltages or at different delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$25.00

(2) Demand Charges:

(a) All kW of On-Peak Billing Demand ..... \$19.04/kW

(b) All kW of Off-Peak Billing Demand ..... \$7.80/kW

(3) Energy Charges:

(a) Base Energy Charge:

All kWh during the Summer Season ..... \$0.0448/kWh

All kWh during the Non-Summer Season ..... \$0.0348/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the Customer Charge plus the Demand Charge. Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of Demands:

(A) Measured Demands:

The Customer's On-Peak Measured Demand for each monthly billing period shall be the Customer's maximum 30-minute integrated kW demand occurring during the On-Peak Hours of such billing period, as recorded by or determined from suitable measuring devices; provided, however, that during any billing period when the average power factor is less than eighty-five percent (85%), the On-Peak Measured Demand will be adjusted by multiplying such On-Peak Measured Demand by eighty-five percent (85%) and dividing the product by the actual average power factor in percent for such period.

The Customer's Off-Peak Measured Demand for each monthly billing period shall be the Customer's maximum 30-minute integrated kW demand occurring during the Off-Peak Hours of such billing period, as recorded by or determined from suitable measuring devices; provided, however that during any billing period when the average power factor is less than eighty-five percent (85%), the Off-Peak Measured Demand will be adjusted by multiplying such Off-Peak Measured Demand by eighty-five percent (85%) and dividing the product by the actual average power factor in percent for such period.

(B) Billing Demands:

The Customer's On-Peak Billing Demand for each monthly billing period shall be the greater of (i) the On-Peak Measured Demand for such period, or (ii) seventy percent (70%) of the greatest On-Peak Measured Demand computed for the preceding eleven months.

The Customer's Off-Peak Billing Demand for each monthly billing period shall be the amount, if any, by which the Customer's Off-Peak Measured Demand for such period exceeds the On-Peak Billing Demand for such period.

Section 6. Determination of On-Peak and Off-Peak Hours:

(A) Summer period On-Peak Hours shall mean the hours from 1:00 p.m. to 10:00 p.m. for the months of May, June, July, August, September, and October.

(B) Winter period On-Peak Hours shall mean the hours from 6:00 a.m. to 10:00 a.m. for the months of November, December, January, February, March, and April.

(C) The Off-Peak Hours are defined as all hours not specified above as On-Peak Hours.

Section 7. Payment:

All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date on which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges, on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 8. Period of Contract

The contract period will depend upon the facilities required to serve the Customer, but shall not be less than one (1) year.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule GT-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE GENERAL SERVICE  
SCHEDULE GL-09

Section 1. Availability:

This Schedule is available on or near the transmission facilities of the Authority to customers in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power.

Section 2: Applicability:

This Schedule is applicable to all customers using, or reasonably expected to use at least 90,000 kWh in at least one month of any twelve (12) consecutive months.

Section 3. Character of Service:

(A) Power delivered hereunder shall be alternating current, single or three-phase, 60 Hertz, as available, at available voltage and at a single delivery point. Separate supplies for the same Customer at different voltages or at different delivery points shall be separately metered and billed. Energy and power taken under this schedule may not be resold or shared with others.

(B) A portion of the Customer's electrical power and energy which is interruptible or curtailable may be provided hereunder as "Interruptible Power" upon prior written agreement between the Customer and the Authority in accordance with the following.

(C) The Authority shall have the right, at any time or times, to interrupt or call for curtailment of all or part of the Interruptible Power, provided that the total aggregate duration of such interruptions or curtailments shall not exceed 400 hours in any calendar year and, provided further, that the number of such interruptions or curtailments shall not exceed two (2) in any calendar day nor aggregate more than twelve (12) hours in any calendar day or forty-eight (48) hours in any calendar week (Monday - Sunday).

(D) When the Authority wishes to interrupt or curtail the Customer's Interruptible Power as provided in this Section, the Authority shall give notice by telephone to the Customer, and after such notice, the Customer shall not exceed the demand as specified by the Authority. The Authority will give as much advance notice as practicable of probable curtailments and, whenever possible, a minimum notice of two and one-half (2 1/2) hours. However, it is recognized that the final scheduling of curtailments will be postponed as long as practicable in order to minimize their occurrence and duration. All appropriate information pertaining to each interruption or curtailment shall be subsequently confirmed by letter to the Customer from the Authority.

Section 4. Monthly Rates and Charges:

The monthly charges hereunder shall consist of the following charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$25.00

(2) Firm Demand Charges:

Billing Demand

For the first 300 kW or less of Firm Billing Demand..... \$6,576.00  
 All Additional kW of Firm Billing Demand ..... \$21.92/kW

Whenever the Customer takes delivery at available transmission voltage (69 kV or greater) and provides the necessary transformation from the available transmission voltage, the above Firm Demand Charge shall be reduced by \$0.60/kW.

(3) Interruptible Demand Charges:

All kW of Interruptible Billing Demand ..... \$16.85/kW  
 All kW of Excess Demand ..... \$21.92/kW

(4) Energy Charges:

(a) Base Energy Charge:

Summer Season .....\$0.0476/kWh  
 Non-Summer Season.....\$0.0376/kWh

Summer Season- The Summer Season energy charge shall apply to all kWh used during the hours of 1:00pm to 10:00pm, Monday through Friday for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season- The Non-Summer season energy charge shall apply to all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Credit:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the "Customer Charge" plus the "Demand Charge." Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of Demands:

(A) Measured Demand:

The Measured Demand shall be the maximum 30-minute integrated kW demand recorded by suitable measuring devices during each billing period; provided, however, that during any billing period when the average power factor as determined by calculation from readings of a watt-hour and "q-hour" or var-hour meter (equipped with detents) is less than eighty-five percent (85%), the Measured Demand for billing purposes will be adjusted by multiplying such Demand by eighty-five percent (85%) and dividing the product by the actual average power factor in percent as calculated for the particular period.

(B) Firm Billing Demand:

The monthly Firm Billing Demand shall be the greater of (i) the Measured Demand for the current billing period less the Interruptible Billing Demand, if any, or (ii) seventy percent (70%) of the greatest Firm Measured Demand computed for the preceding eleven months.

(C) Interruptible Service Contract Demand:

The Customer's Interruptible Service Contract Demand shall be the maximum amount of Interruptible Power in kilowatts which the Customer has requested and the Authority has agreed to supply. The Customer's Interruptible Service Contract Demand may be changed by mutual agreement of the Customer and the Authority or as provided in Section 5(e) herein, but may not exceed fifty percent (50%) of the lowest Metered Demand recorded during the preceding twelve months.

(D) Interruptible Billing Demand:

The monthly Interruptible Billing Demand shall be the lesser of (i) the Interruptible Service Contract Demand or (ii) the amount, if any, by which the sum of the Measured Demand and the Interruptible Service Contract Demand exceeds the greatest Measured Demand recorded during the current month and preceding eleven months but in no event less than fifty percent (50%) of the Interruptible Service Contract Demand.

(E) Excess Demand:

In the event the Customer does not curtail or allow interruption when requested by the Authority pursuant to Section 3 hereinabove, all kW of Interruptible Billing Demand previously billed to the Customer during the current Calendar Year shall be classified as "Excess Demand" and billed to the Customer during the current billing period. In addition, if such condition arises, the Authority may withdraw the availability of future Interruptible Service.

Section 6. Payment:

All bills are due and payable in good funds at the office of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate, within ten (10) days after the date on which the bill is mailed or otherwise rendered. If payment is not received within twenty-five (25) days after the date the bill is mailed or otherwise rendered, the amount of the bill shall be increased by the larger of one hundred dollars (\$100.00), or two percent (2%) of the amount then outstanding including late payment charges. on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 7. Metering

(A) Power and energy shall be metered at the point of delivery by the Authority.

(B) The Authority shall, not less frequently than once a year, make periodic tests and inspection of meters installed by it. At the request of the Customer, the Authority shall make additional tests or inspections. Readings of metering instruments found to be in error by more than two percent (2%) either fast or slow will be corrected and credits or debits made to the Customer's account accordingly. Such correction shall apply for a period of not more than thirty (30) days prior to the date of test unless a longer period of inaccuracy can be definitely determined. The Customer shall pay all costs caused by additional tests requested by the Customer if tests show meters to be accurate within two percent (2%)

Section 8. Period of Contract:

The contract period will depend upon the facilities required to serve the Customer, but shall not be less than one (1) year.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule GL-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
TEMPORARY SERVICE AND BALL PARK LIGHTING  
SCHEDULE TP- 09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina. This Schedule is not available for breakdown, standby, or supplementary service and shall not be used in parallel with other sources of electric power

Section 2. Applicability:

This Schedule is applicable to ball park lighting service and service of a temporary nature for all service of the same available character supplied to the Customer's premises through a single delivery point. For service of a temporary nature, the Authority at its option may elect to place the service on one of the Authority's other applicable schedules after the initial 12 months of service. Service will be provided only after application for service and execution of an agreement with the Authority covering costs of installation and termination of service. Energy taken under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single or three-phase as available, at the nominal standard voltage of the Authority as available and at a single delivery point. The electrical characteristics of all equipment served must be acceptable to the Authority and must meet the Authority's specifications. Separate supplies for the same Customer at different voltages or at other delivery points shall be separately metered and billed.

Section 4. Monthly Rates and Charges:

(A) Basic Monthly Charges:

(1) Customer Charge:

For each month, a charge of ..... \$12.00

(2) Energy Charge:

(a) Base Energy Charge:

Summer Season ..... \$0.1131/kWh

Non-Summer Season ..... \$0.1031/kWh

Summer Season – The Summer Season energy charge shall apply to all kWh use for bills rendered during the months of June, July, August and September. Energy use for such bills shall not be prorated for periods outside of these four calendar months.

Non-Summer Season – The Non-Summer Season energy charge shall apply for all kWh use for bills rendered in months other than the Summer Season.

(b) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(c) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge for single-phase service shall be the "Customer Charge." Customers requesting three-phase service should apply to the Authority for information on any special minimum bill.

(C) Installation and Termination Costs:

The Customer will be required to pay costs of installation and termination of service as calculated by the Authority, the payment for which will be set forth in an agreement executed by the Authority and the Customer. For temporary construction service all such payments shall be in advance, and in no event shall be less than \$35.00 per connection.

(D) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payment in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 5. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date in which the bill is mailed or otherwise rendered. If the amount is not received by said due date, the amount of the bill will be increased by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding including late charges on the next bill rendered and on subsequent bills rendered each month thereafter until paid. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

Section 6. Period of Contract:

The contract period will depend upon the facilities required to serve the Customer and shall be determined by the Authority.

Section 7. Terms and Conditions:

This Schedule is subject to the Authority's "Terms and Conditions of Retail Electric Service" currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule TP-96, Effective April 1, 1996

**SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)**

**LIGHTING**

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
TRAFFIC SIGNAL SERVICE  
SCHEDULE TL-09

Section 1. Availability:

This Schedule is available to all cities, towns, communities, and the State Highway Department located in the service area of the Authority.

Section 2. Applicability:

This Schedule is applicable for the operation of traffic signals located in the Authority's service area where the Authority has an existing secondary distribution line. Energy taken under this Schedule may not be resold or shared with other operations.

Section 3. Character of Service:

Energy and power delivered hereunder shall be alternating current, 60 Hertz, single-phase at 120 volts nominal.

Section 4. Installation:

The Authority will make its connection to the Customer's service wire on the Authority's nearest pole carrying 120/240 volt secondary. The Customer must furnish, install and maintain all service wires, fixtures and other equipment required for operation of the traffic signal installation.

Section 5. Monthly Billing Rate:

(A) Basic Monthly Charges:

(1) Base Energy Charge:

- For each lamp using 25 watts or less.....\$1.21 per lamp
- For each lamp using 26 to 70 watts ..... \$1.88 per lamp
- For each lamp using more than 70 watts ..... \$2.74 per lamp

(2) Fuel Adjustment:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(3) Demand Sales Adjustment:

The Authority's Demand Sales Adjustment Clause DSC-09 is applicable to all energy sales hereunder.

(B) Minimum Charge:

The minimum charge shall be the same as the monthly charges set forth herein above; provided, however, that if separate bills are required for each installation, the minimum bill shall be \$5.00 per installation.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payment in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 6. Determination of Energy Usage:

For purposes of applying the aforementioned Fuel Adjustment Clause and Demand Sales Adjustment Clause, the monthly kWh usage for service provided hereunder shall be as follows:

- For each lamp using 25 watts or less.....5 kWh
- For each lamp using 26 to 70 watts ..... 22 kWh
- For each lamp using more than 70 watts ..... 44 kWh

Section 7. Billing and Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date in which the bill is mailed or otherwise rendered. If the amount is not received by said due date, the amount of the bill will be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding including late payment charges.

Section 8. Period of Contract:

The contract period shall be one (1) year or longer at the Authority's option.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's "Terms and Conditions of Retail Electric Service" currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule TL-02, Effective January 1, 2003

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
MUNICIPAL STREET LIGHTING  
SCHEDULE MS-09

Section 1. Availability:

This Schedule is available to all cities, towns, communities, and the State Highway Department located in the service area of the Authority.

Section 2. Applicability:

This Schedule is applicable for municipal series and multiple circuit street, highway and bridge lighting within and immediately adjacent to city, town and community limits. Energy taken under this Schedule may not be resold or shared with other operations.

Section 3. Character of Service:

Energy delivered hereunder shall be alternating current, 60 Hertz, at a nominal standard voltage of the Authority, as available. Lamps may be connected in series or in multiple circuits, at the Authority's option.

Section 4. Installation:

The Authority will provide all labor and equipment necessary for installation including lamps and glassware. If the Authority is requested to provide a steel standard for the mounting of a light, the Customer will provide mixed concrete in the amount required for the standard. The Authority will provide the necessary forms and labor for the concrete work.

All equipment and other equipment installed by the Authority shall remain the property of the Authority.

Section 5. Monthly Rates and Charges:

The monthly charges hereunder shall consist of the following charges:

(A) Base Monthly Charges:

(1) Fixtures and Standards:

There shall be a monthly charge for each fixture and standard provided by the Authority, based on the type and characteristics thereof, determined in accordance with Exhibits A and B hereto, which such Exhibits A and B may be amended by the Authority from time to time to reflect the types of fixtures and standards the Authority will make available. In addition, the Authority may, at its sole option, provide on a work-order basis, fixtures and standards not provided for in Exhibits A and B if the Customer agrees to pay the Authority's cost of providing and installing such standards and fixtures.

(2) Energy Charges:

(a) Base Energy Charge:

All kWh .....\$0.0581/kWh.

(b) Fuel Adjustment Charge:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(B) Minimum Charge:

The monthly charge shall be the total of the charges specified hereinabove.

(C) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 6. Determination of Energy Usage

To determine the Customer's energy usage at service connection, the Authority, at its option, may either (i) meter such energy usage, or (ii) estimate the monthly energy usage of such service based on the characteristics and mode of operation of the lamps and other equipment served therefrom.

Section 7. Payment:

Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date in which the bill is mailed or otherwise rendered. If payment is not received by said due date, the amount of the bill will be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of fifty cents (\$0.50) or two percent (2%) of the amount then outstanding, including late payment charges.

Section 8. Period of Contract:

The contract period shall be one (1) year or longer at the Authority's option.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's "Terms and Conditions of Retail Electric Service" currently in effect which is available at the Authority's retail offices.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule MS-01, Effective October 1, 2001

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE MS-09

Exhibit A  
Schedule of Available Poles and Arms

Available Pole and Arm Type		Monthly Charge
1	Wood standard, 30'	\$ 3.83
2	Wood, 35'	\$ 4.58
3	Wood, 40'	\$ 5.23
4	Fiberglass, Round, Black, 18'	\$ 4.73
5	Fiberglass, Round, Brown, 20' (see Note 1)	\$ 4.88
6	Fiberglass, Round, 30'	\$ 11.03
7	Fiberglass, Round, 40'	\$ 11.12
8	Aluminum Standard, 25'	\$ 10.11
9	Aluminum, Round, 35'	\$ 17.60
10	Light Pole, \$301-\$400	\$ 8.50
11	Light Pole, \$401-\$500	\$ 9.80
12	Light Pole, \$501-\$600	\$ 11.05
13	Light Pole, \$601-\$700	\$ 12.35
14	Light Pole, \$701-\$900 (see Note 2)	\$ 14.25
15	Light Pole, \$901-\$1100	\$ 16.80
16	Light Pole, \$1101-\$1300	\$ 19.35
17	Light Pole, \$1301-\$1500	\$ 21.90
18	Light Pole, \$1501-\$1700	\$ 24.30
19	Light Pole, \$1701-\$1900 (see Note 2)	\$ 26.60
20	Light Pole, \$1901-\$2100	\$ 28.90
21	Light Pole, \$2101-\$2300	\$ 31.20
22	Light Pole, \$2301-\$2500	\$ 33.50
23	Light Pole Arm, \$201-\$400	\$ 5.20
24	Light Pole Arm, \$401-\$600	\$ 8.10
25	Light Pole Arm, \$601-\$800	\$ 10.95
26	Light Pole Arm, \$801-\$1000	\$ 13.80

Note 1: Replaces item 5 (Fiberglass, Square, Brown, 20') on Rate Schedules OL-01 and MS-01.

Note 2: Items 14 and 19 now include items 8 (Aluminum Special, 12') and 10 (Steel Special, 17') respectively on Rate Schedules OL-01 and MS-01.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
MUNICIPAL STREET LIGHTING SERVICE  
SCHEDULE MS-09

Exhibit B  
Schedule of Available Light Fixtures and Shield

	Available Fixture Type	Average Monthly kWh Usage	Monthly Rental Charge
1	100 Watt, HPS, Private	41	\$ 2.24
2	150 Watt, HPS, Private	61	\$ 2.28
3	150 Watt, HPS, Traditional	61	\$ 3.80
4	150 Watt, HPS, Roadway	61	\$ 3.10
5	150 Watt, HPS, Modern (Shoebox)	61	\$ 6.36
6	250 Watt, HPS, Roadway	103	\$ 3.28
7	250 Watt, HPS, Shoebox	103	\$ 6.72
8	400 Watt, HPS, Flood Light	164	\$ 4.15
9	400 Watt, HPS, Roadway	164	\$ 3.53
10	400 Watt, HPS, Shoebox	164	\$ 7.16
11	400 Watt, MH, Flood Light	164	\$ 5.20
12	400 Watt, MH, Galleria	164	\$ 6.70
13	1000 Watt, MH, Flood Light	410	\$ 5.70
14	1000 Watt, MH, Galleria (see Note 1)	410	\$ 7.50
15	\$301-\$400, 70 Watt, MH	29	\$ 8.80
16	\$301-\$400, 175 Watt, MH	73	\$ 8.80
17	\$301-\$400, 150 Watt, HPS	61	\$ 8.70
18	\$401-\$500, 70 Watt MH	29	\$ 10.30
19	\$401-\$500, 175 Watt MH	73	\$ 10.30
20	\$401-\$500, 150 Watt HPS	61	\$ 10.10
21	\$401-\$500, 250 Watt MH	103	\$ 10.30
22	\$401-\$500, 250 Watt HPS	103	\$ 10.10
23	\$401-\$500, 400 Watt MH	164	\$ 10.30
24	\$401-\$500, 400 Watt HPS	164	\$ 10.10
25	\$401-\$500, 1000 Watt MH	410	\$ 10.30
26	\$401-\$500, 1000 Watt HPS	410	\$ 10.10
27	\$501-\$600, 70 Watt MH	29	\$ 11.70
28	\$501-\$600, 175 Watt MH	73	\$ 11.70
29	\$501-\$600, 150 Watt HPS	61	\$ 11.60
30	\$501-\$600, 250 Watt MH	103	\$ 11.70
31	\$501-\$600, 250 Watt HPS	103	\$ 11.60
32	\$501-\$600, 400 Watt MH	164	\$ 11.70
33	\$501-\$600, 400 Watt HPS	164	\$ 11.60
34	\$501-\$600, 1000 Watt MH	410	\$ 11.70
35	\$501-\$600, 1000 Watt HPS	410	\$ 11.60
36	\$601-\$700, 70 Watt MH	29	\$ 13.20
37	\$601-\$700, 175 Watt MH	73	\$ 13.20
38	\$601-\$700, 150 Watt HPS	61	\$ 13.00
39	\$601-\$700, 250 Watt MH	103	\$ 13.20

Exhibit B  
Schedule of Available Light Fixtures and Shield

	Available Fixture Type	Average Monthly kWh Usage	Monthly Rental Charge
40	\$601-\$700, 250 Watt HPS	103	\$ 13.00
41	\$601-\$700, 400 Watt MH	164	\$ 13.20
42	\$601-\$700, 400 Watt HPS	164	\$ 13.00
43	\$601-\$700, 1000 Watt MH	410	\$ 13.20
44	\$601-\$700, 1000 Watt HPS	410	\$ 13.00
45	\$701-\$800 175 Watt, MH	73	\$ 14.60
46	\$701-\$800 150 Watt, HPS	61	\$ 14.50
47	\$701-\$800 250 Watt, MH	103	\$ 14.60
48	\$701-\$800 250 Watt, HPS	103	\$ 14.50
49	\$701-\$800 400 Watt, MH	164	\$ 14.60
50	\$701-\$800 400 Watt, HPS	164	\$ 14.50
51	\$701-\$800 1000 Watt, MH	410	\$ 14.60
52	\$701-\$800 1000 Watt, HPS	410	\$ 14.50
53	\$801-\$900 175 Watt, MH	73	\$ 16.10
54	\$801-\$900 150 Watt, HPS	61	\$ 16.00
55	\$801-\$900 250 Watt, MH	103	\$ 16.10
56	\$801-\$900 250 Watt, HPS	103	\$ 16.00
57	\$801-\$900 400 Watt, MH	164	\$ 16.10
58	\$801-\$900 400 Watt, HPS	164	\$ 16.00
59	\$801-\$900 1000 Watt, MH	410	\$ 16.10
60	\$801-\$900 1000 Watt, HPS	410	\$ 16.00
61	\$901-\$1000 175 Watt, MH	73	\$ 17.60
62	\$901-\$1000 150 Watt, HPS	61	\$ 17.40
63	\$901-\$1000 250 Watt, MH	103	\$ 17.60
64	\$901-\$1000 250 Watt, HPS	103	\$ 17.40
65	\$901-\$1000 400 Watt, MH	164	\$ 17.60
66	\$901-\$1000 400 Watt, HPS	164	\$ 17.40
67	\$901-\$1000 1000 Watt, MH	410	\$ 17.60
68	\$901-\$1000 1000 Watt, HPS	410	\$ 17.40
69	Vandal Shield (See Note 2)	-	\$ 1.83

Note 1: Replaces item 16 (1,000 Watt, MH, Area) on Rate Schedules OL-01 and MS-01.

Note 2: Vandal Shields may be required for fixtures receiving damage more than once during any consecutive three year period.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
PRIVATE OUTDOOR LIGHTING SERVICE  
SCHEDULE OL-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina.

Section 2. Applicability:

This Schedule is applicable for outdoor yard and area lighting to retail customers where the Authority installs and furnishes the lighting equipment including lamps, fixtures, and the necessary lighting circuits and fittings. The monthly facilities and energy charges set forth in Section 4 are applicable only to lighting fixtures located so as to be furnished energy by existing facilities, poles and transformers on existing poles, or through the addition of not more than one (1) wood pole for attachment of each lighting fixture. Where extension of primary lines or special facilities or more than one (1) new pole per lighting fixture is required, the cost of constructing such additional facilities shall be repaid by the customer requesting service. Energy purchased under this Schedule may not be resold or shared with others.

Section 3. Character of Service:

The Authority shall provide the outdoor yard and area lighting service hereunder including providing, installing, and maintaining the necessary facilities such as requisite poles and light fixtures on a contractual basis. Upon request for service, the Authority will require the execution of an agreement between the customer and the Authority (the "Outdoor Rental Lighting Agreement"). Energy delivered hereunder shall be alternating current 60 Hertz at the nominal standard voltage of the Authority, as available.

Section 4. Monthly Rates and Charges:

The monthly charges hereunder shall include the following charges:

(A) Basic Monthly Charges:

(1) Pole and Fixture Rental Fees:

There shall be a monthly charge for each pole and fixture furnished by the Authority, based on the type and characteristics thereof, determined in accordance with Exhibits A and B hereto. Such Exhibits A and B may be amended by the Authority from time to time to reflect the standard types of poles and fixtures the Authority will make available.

(2) Energy Charges:

(a) Base Energy Charge:

For each fixture, there shall be a base energy charge of \$0.0581/kWh for all kWh of energy use.

(b) Fuel Adjustment Charge:

The Authority's Fuel Adjustment Clause FAC-09 is applicable to all energy sales hereunder, with "F/S" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.135, respectively.

(B) Additional Facilities Charge:

The Basic Monthly Charges herein apply only to fixtures located so as to be furnished energy by existing facilities, poles and transformers on existing poles, and/or through the addition of not more than one pole for the attachment of each lighting fixture. Additional facilities, including the extension of primary lines, or special facilities, or more than one (1) new pole per lighting fixture, will be furnished by the Authority where the customer agrees to pay the cost of constructing such additional facilities.

(C) Minimum Charge:

The minimum charge shall be the same as the monthly charges set forth in Sections 4.A. and 4.B. hereinabove.

(D) Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above monthly rate. The charges computed at the above monthly rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the customer has furnished the Authority evidence of specific exemption secured by the customer from the South Carolina Tax Commission or its successor.

Section 5. Determination of Energy Usage:

The Authority, at its option, may meter the monthly kWh energy usage of light fixtures provided hereunder. Otherwise, each unmetered fixture shall be deemed to use the estimated average monthly kWh energy set forth in the currently effective Exhibit B hereto.

Section 6. Payment:

(A) Bills for service hereunder shall become part of and shall be added to the customer's monthly account for metered electric service.

(B) Bills will be rendered monthly on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date in which the bill is mailed or otherwise rendered. When the outdoor light is the only account with the Authority and payment of the bill is not received by said due date, the amount of the bill shall be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of fifty cents (\$0.50) or two percent (2%) of (i) the amount calculated under Section 4 of this Schedule or (ii) the total amount then outstanding including late payment charges. If the outdoor light is billed in conjunction with another account and payment of the bills is not received by said due date, then the total bill shall be increased on the next bill rendered and on subsequent bills rendered each month thereafter by the larger of fifty cents (\$0.50) or two percent (2%) of (i) the total amount calculated under this Schedule or (ii) the total bill then outstanding including late payment charges.

Section 7. Period of Contract:

The Outdoor Rental Lighting Agreement shall become effective on the date the lighting fixtures are first installed and operated and shall remain in effect for a period of three (3) years and thereafter until terminated by either party giving to the other thirty (30) days notice. In the event that the customer transfers, terminates or, for any reason, discontinues outdoor yard and area lighting service and/or electric service to the property on which the rental lighting is installed, the following charges shall become due and payable and may be paid in whole or in part by any deposit for electric service that the customer may have made:

The greater of (i) the sum of the monthly charges for all remaining months of the effective terms of the Outdoor Rental Lighting Agreement, or (ii) fifty dollars (\$50.00) for each fixture mounted on existing facilities, or (iii) one hundred fifty dollars (\$150.00) for each fixture and pole that is caused to be removed due to termination of the Outdoor Rental Lighting Agreement.

In the event the customer wishes to terminate the private outdoor lighting service due to the sale, lease, or rental to others of the property on which lights are installed and the new party wishes to continue the rental agreement, the Authority shall release the customer from the termination charges provided for herein at such time that the new customer makes application for electric service and signs and Outdoor Rental Lighting Agreement for the remaining months of the original agreement.

Section 8. Limitations of Service:

(A) The Authority assumes the responsibility for ordinary maintenance of poles, equipment and lamps with all maintenance work to be performed during normal working hours at the discretion of the Authority.

(B) The Authority shall use reasonable diligence to provide a constant service to the lighting fixtures, but if such service or equipment shall fail or be interrupted, or become defective through acts of nature, or public enemies or by accident, strikes, labor troubles or by actions of the elements, or for any cause beyond its reasonable control, the Authority shall not be liable therefore.

(C) The Customer shall assume responsibility of providing reasonable protection to the lighting installation from accidental collision by motor vehicle and other similar equipment and shall further assume responsibility of providing the installation protection against vandalism.

(D) The Authority reserves the right to terminate private outdoor lighting service immediately upon the threat of damage or continued damage to the installed equipment.

Section 9. Terms and Conditions:

This Schedule is subject to the Authority's Terms and Conditions of Retail Electric Service currently in effect and the "Outdoor Rental Lighting Agreement" executed between the customer and the Authority.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
Schedule OL-01, Effective October 1, 2001

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
PRIVATE OUTDOOR LIGHTING SERVICE  
SCHEDULE OL-09

Exhibit A  
Schedule of Available Poles and Arms

Available Pole and Arm Type		Monthly Charge
1	Wood standard, 30'	\$ 3.83
2	Wood, 35'	\$ 4.58
3	Wood, 40'	\$ 5.23
4	Fiberglass, Round, Black, 18'	\$ 4.73
5	Fiberglass, Round, Brown, 20' (see Note 1)	\$ 4.88
6	Fiberglass, Round, 30'	\$ 11.03
7	Fiberglass, Round, 40'	\$ 11.12
8	Aluminum Standard, 25'	\$ 10.11
9	Aluminum, Round, 35'	\$ 17.60
10	Light Pole, \$301-\$400	\$ 8.50
11	Light Pole, \$401-\$500	\$ 9.80
12	Light Pole, \$501-\$600	\$ 11.05
13	Light Pole, \$601-\$700	\$ 12.35
14	Light Pole, \$701-\$900 (see Note 2)	\$ 14.25
15	Light Pole, \$901-\$1100	\$ 16.80
16	Light Pole, \$1101-\$1300	\$ 19.35
17	Light Pole, \$1301-\$1500	\$ 21.90
18	Light Pole, \$1501-\$1700	\$ 24.30
19	Light Pole, \$1701-\$1900 (see Note 2)	\$ 26.60
20	Light Pole, \$1901-\$2100	\$ 28.90
21	Light Pole, \$2101-\$2300	\$ 31.20
22	Light Pole, \$2301-\$2500	\$ 33.50
23	Light Pole Arm, \$201-\$400	\$ 5.20
24	Light Pole Arm, \$401-\$600	\$ 8.10
25	Light Pole Arm, \$601-\$800	\$ 10.95
26	Light Pole Arm, \$801-\$1000	\$ 13.80

Note 1: Replaces item 5 (Fiberglass, Square, Brown, 20') on Rate Schedules OL-01 and MS-01.

Note 2: Items 14 and 19 now include items 8 (Aluminum Special, 12') and 10 (Steel Special, 17') respectively on Rate Schedules OL-01 and MS-01.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
PRIVATE OUTDOOR LIGHTING SERVICE  
SCHEDULE OL-09

Exhibit B  
Schedule of Available Light Fixtures and Shield

	Available Fixture Type	Average Monthly kWh Usage	Monthly Rental Charge
1	100 Watt, HPS, Private	41	\$ 2.24
2	150 Watt, HPS, Private	61	\$ 2.28
3	150 Watt, HPS, Traditional	61	\$ 3.80
4	150 Watt, HPS, Roadway	61	\$ 3.10
5	150 Watt, HPS, Modern (Shoebox)	61	\$ 6.36
6	250 Watt, HPS, Roadway	103	\$ 3.28
7	250 Watt, HPS, Shoebox	103	\$ 6.72
8	400 Watt, HPS, Flood Light	164	\$ 4.15
9	400 Watt, HPS, Roadway	164	\$ 3.53
10	400 Watt, HPS, Shoebox	164	\$ 7.16
11	400 Watt, MH, Flood Light	164	\$ 5.20
12	400 Watt, MH, Galleria	164	\$ 6.70
13	1000 Watt, MH, Flood Light	410	\$ 5.70
14	1000 Watt, MH, Galleria (see Note 1)	410	\$ 7.50
15	\$301-\$400, 70 Watt, MH	29	\$ 8.80
16	\$301-\$400, 175 Watt, MH	73	\$ 8.80
17	\$301-\$400, 150 Watt, HPS	61	\$ 8.70
18	\$401-\$500, 70 Watt MH	29	\$ 10.30
19	\$401-\$500, 175 Watt MH	73	\$ 10.30
20	\$401-\$500, 150 Watt HPS	61	\$ 10.10
21	\$401-\$500, 250 Watt MH	103	\$ 10.30
22	\$401-\$500, 250 Watt HPS	103	\$ 10.10
23	\$401-\$500, 400 Watt MH	164	\$ 10.30
24	\$401-\$500, 400 Watt HPS	164	\$ 10.10
25	\$401-\$500, 1000 Watt MH	410	\$ 10.30
26	\$401-\$500, 1000 Watt HPS	410	\$ 10.10
27	\$501-\$600, 70 Watt MH	29	\$ 11.70
28	\$501-\$600, 175 Watt MH	73	\$ 11.70
29	\$501-\$600, 150 Watt HPS	61	\$ 11.60
30	\$501-\$600, 250 Watt MH	103	\$ 11.70
31	\$501-\$600, 250 Watt HPS	103	\$ 11.60
32	\$501-\$600, 400 Watt MH	164	\$ 11.70
33	\$501-\$600, 400 Watt HPS	164	\$ 11.60
34	\$501-\$600, 1000 Watt MH	410	\$ 11.70
35	\$501-\$600, 1000 Watt HPS	410	\$ 11.60
36	\$601-\$700, 70 Watt MH	29	\$ 13.20
37	\$601-\$700, 175 Watt MH	73	\$ 13.20
38	\$601-\$700, 150 Watt HPS	61	\$ 13.00
39	\$601-\$700, 250 Watt MH	103	\$ 13.20

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
PRIVATE OUTDOOR LIGHTING SERVICE  
SCHEDULE OL-09

Exhibit B  
Schedule of Available Light Fixtures and Shield

	Available Fixture Type	Average Monthly kWh Usage	Monthly Rental Charge
40	\$601-\$700, 250 Watt HPS	103	\$ 13.00
41	\$601-\$700, 400 Watt MH	164	\$ 13.20
42	\$601-\$700, 400 Watt HPS	164	\$ 13.00
43	\$601-\$700, 1000 Watt MH	410	\$ 13.20
44	\$601-\$700, 1000 Watt HPS	410	\$ 13.00
45	\$701-\$800 175 Watt, MH	73	\$ 14.60
46	\$701-\$800 150 Watt, HPS	61	\$ 14.50
47	\$701-\$800 250 Watt, MH	103	\$ 14.60
48	\$701-\$800 250 Watt, HPS	103	\$ 14.50
49	\$701-\$800 400 Watt, MH	164	\$ 14.60
50	\$701-\$800 400 Watt, HPS	164	\$ 14.50
51	\$701-\$800 1000 Watt, MH	410	\$ 14.60
52	\$701-\$800 1000 Watt, HPS	410	\$ 14.50
53	\$801-\$900 175 Watt, MH	73	\$ 16.10
54	\$801-\$900 150 Watt, HPS	61	\$ 16.00
55	\$801-\$900 250 Watt, MH	103	\$ 16.10
56	\$801-\$900 250 Watt, HPS	103	\$ 16.00
57	\$801-\$900 400 Watt, MH	164	\$ 16.10
58	\$801-\$900 400 Watt, HPS	164	\$ 16.00
59	\$801-\$900 1000 Watt, MH	410	\$ 16.10
60	\$801-\$900 1000 Watt, HPS	410	\$ 16.00
61	\$901-\$1000 175 Watt, MH	73	\$ 17.60
62	\$901-\$1000 150 Watt, HPS	61	\$ 17.40
63	\$901-\$1000 250 Watt, MH	103	\$ 17.60
64	\$901-\$1000 250 Watt, HPS	103	\$ 17.40
65	\$901-\$1000 400 Watt, MH	164	\$ 17.60
66	\$901-\$1000 400 Watt, HPS	164	\$ 17.40
67	\$901-\$1000 1000 Watt, MH	410	\$ 17.60
68	\$901-\$1000 1000 Watt, HPS	410	\$ 17.40
69	Vandal Shield (See Note 2)	-	\$ 1.83

Note 1: Replaces item 16 (1,000 Watt, MH, Area) on Rate Schedules OL-01 and MS-01.

Note 2: Vandal Shields may be required for fixtures receiving damage more than once during any consecutive three year period.

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

MUNICIPAL

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
MUNICIPAL LIGHT AND POWER  
SCHEDULE ML-09

Section 1. Availability:

- (A) Service hereunder is available at Delivery Points on or near the transmission facilities of the Authority to municipal, sales-for-resale customers having a contract demand of 1,000 kilowatts or more.
- (B) This Rate Schedule is not available for breakdown, standby, supplementary, or auxiliary service, and service hereunder shall not be used in parallel with other sources of electric power.
- (C) Prior to the provision of service hereunder at one or more Delivery Points, the Customer shall have entered into a Service Agreement, mutually agreeable to the Customer and the Authority, that shall set forth general terms and conditions of service hereunder.

Section 2. Character of Service:

(A) Electric power and energy delivered hereunder shall be unregulated, three-phase alternating current, at a frequency of approximately 60 Hertz, at one of the Authority's standard nominal voltages of 480 volts or higher. Separate supplies for the same Customer at different locations and/or at different voltages shall be considered separate Delivery Points. Multiple Delivery Points shall be separately metered and billed. Only one transformation will be provided hereunder from the available transmission voltage.

Section 3. Monthly Rates and Charges:

(A) Charges for Power Service:

(1) Monthly Customer Charge:

A monthly charge for each Delivery Point of..... \$800.00

(2) Monthly Demand Charge:

(a) Base Demand Charge:

For the first 1,000kW or less of Billing Demand ..... \$13,440.00  
All Additional kW of Billing Demand ..... \$13.44/kW

(b) Transformation Discount:

Whenever the Customer takes delivery at available transmission voltage (69kV or greater) and provides the necessary transformation from the available transmission voltage, the foregoing Base Monthly Demand Charge shall be reduced by \$0.60/kW.

(c) Excess Demand Charge:

For each kW of the Customer's Measured Demand that is classified as Excess Demand, a charge, in addition to the Base Demand Charge, of \$8.50/kW.

(d) Demand Sales Adjustment:

For each kW of Billing Demand, a credit or charge, if any, determined from time to time pursuant to the Authority's Demand Sales Adjustment DSC-09, or its currently applicable successor clause, if any.

(3) Energy Charge:

(a) Base Energy Charge:

All kWh ..... \$0.0388/kWh

(b) Fuel Adjustment Clause:

For each kWh, the charge per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its currently applicable successor clause, if any, with "F<sub>v</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and .085, respectively.

(4) Excess Reactive Demand Charge:

Each kVAr of Excess Reactive Demand ..... \$0.75/kVAr

(B) Facilities Charges:

In the event service to the Customer requires the Authority to provide facilities in addition to, or different from, facilities normally provided by the Authority, and the Authority provides such facilities, the Customer also shall pay the Authority a Monthly Facilities Charge, in addition to all other charges hereunder. Such Monthly Facilities Charge shall be equal to 1.4% of the original installed cost of such facilities.

(C) Minimum Monthly Bill:

The minimum monthly bill shall consist of the sum of the Monthly Customer Charge, the Monthly Demand Charge, and the Monthly facilities Charge, if any.

(D) Taxes and Other Assessments:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the foregoing monthly rates and charges. The total monthly billing amount hereunder also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 4. Determination of Demands:

(A) Billing Demand:

(1) The Billing Demand for each Billing Month shall be the greater of (i) the Customer's Measured Demand for such Billing Month or (ii) eighty percent (80%) of the Contract Demand for such Billing Month.

(2) In the event that, during any Billing Month, the provision of service by the Authority hereunder is interrupted for a period of four (4) or more consecutive hours as a result of an occurrence of one of the circumstances set forth in Section 6(A) hereof, the Firm Billing Demand for such Billing Month will be reduced by the proportion which the number of hours of such interruption bears to the total number of hours in the Billing Month.

(B) Measured Demand:

The measured Demand for each Billing Month shall be the maximum 30-minute integrated kW demand of the customer during such Billing Month; provided, however, that if the Customer's load is unbalanced between phases by more than ten percent (10%), the Authority, at its sole option, may (i) require the Customer, at the Customer's expense, to make the changes necessary to correct such condition, and/or (ii) assume that the load on each phase is equal to the greatest load on any phase.

(C) Contract Demand:

(1) Except as otherwise provided herein, the Contract Demand applicable to each Delivery Point during each Billing Month shall be the maximum amount of power, in kilowatts, that the Customer shall have requested and the Authority shall have agreed to supply during such Billing Month, as evidenced in the Service Agreement between the Customer and the Authority. During the first twelve (12) months of service to a new Delivery Point, the Authority, at its sole option, may agree to adjust the Customer's Contract Demand on a month-to-month basis and/or to forego the application of Section 4 (D) hereinbelow, in order to allow the Customer and the Authority an adequate build-up or phase-in of operations; provided, however, that the Authority reserves the right to condition such agreement on such additional terms and conditions as the Authority deems appropriate for the circumstances.

(2) Except as otherwise provided herein or in the Service Agreement between the Customer and the Authority, the Customer may reduce its Contract demand for a Delivery Point, or any twelve month period and subsequent twelve month periods, to not less than 1,000 kW by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first Period to which the notice applies, provided, however, that (i) no such reduction shall become effective before the fifth anniversary of service to the Delivery point, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Contract Demand for such year.
- (d) For the fourth and subsequent twelve month periods, the maximum reduction shall be 100% of the respective Contract Demand(s) for such years.

Notices of such reductions in the Customer's Contract Demand shall be irrevocable once given.

(3) The Customer's Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rate Schedule, or (ii) by mutual agreement between the Authority and the Customer. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request by the Customer. In such an event, the Authority may require additional, special terms and conditions applicable to service to the Customer.

(D) Excess Demand:

(1) The Customer's Excess Demand for each Billing Month shall be that portion of the Customer's Measured Demand for such Billing Month that exceeds 110% of the Customer's then current Contract Demand hereunder.

(2) Notwithstanding the foregoing or any other provision of this Rate Schedule to the contrary, in the event that (i) the Customer's rate or use of electricity at a Delivery Point exceeds the Customer's then current Contract Demand hereunder, and (ii) the Customer fails to comply promptly with a request by the Authority to reduce such rate of use so as not to exceed such aggregate Contract Demand, the Customer's Contract Demand(s) for such Delivery Point for the current and subsequent Billing Months, shall at the Authority's sole option, be increased, from what it otherwise would have been, by the amount of such

excess. In addition, in such event, the Customer shall be liable for any damage to the Authority's facilities caused by such excess.

(3) Notwithstanding the foregoing or any other provision of this Rate Schedule, the Authority shall be under no obligation whatsoever to supply demands in excess of the Customer's Contract Demand, and nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit the Customer's demand so as not to exceed the Customer's Contract Demand.

(E) Excess Reactive Demand:

The Customer's Excess Reactive Demand for each Billing Month shall be the amount, if any, by which the Customer's maximum 30-minute integrated reactive demand, in kilovars (kVAr) during such Billing Month exceeds 48.5% of the Customer's Measured Demand, in kilowatts (kW), for such Billing Month.

Section 5. Billing:

All bills are due and payable at the offices of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate, within ten (10) days after the date on which the bill is mailed or otherwise rendered. If payment is not received within twenty-five (25) days after the date the bill is mailed or otherwise rendered, the amount of the bill shall be increased by the greater of (i) one hundred dollars (\$100.00), or (ii) two percent (2%) of the amount then outstanding including late payment charges. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of the service shall not relieve the Customer of any liability for the Agreed Minimum Bill(s) for the period(s) of time service is so discontinued.

Section 6. Interruption of Service:

(A) The Authority will make reasonable provisions to ensure satisfactory and continuous service but does not guarantee a continuous supply of electrical energy and shall not be liable for damage occasioned by interruptions of service or failure to commence delivery caused by an act of God, or the public enemy, or for any cause reasonably beyond the Authority's control, including, but not limited to, the failure or breakdown of generating or transmitting facilities, floods, fire, strikes or action or order of any agency having jurisdiction over the premises, or for interruptions that the Authority deems necessary for the inspection of, repair to, or changes to the Authority's facilities.

(B) Nothing herein shall be construed as restricting in any way the Authority's right to interrupt service to the Customer as the Authority may deem necessary or appropriate to facilitate inspection of, repair to, or changes to the Authority's facilities consistent with prudent utility practice; provided, however, that the Authority shall use its reasonable best efforts, when practicable, to provide the Customer with advance notice of such interruptions and to coordinate with the Customer the times of such interruptions. In any event, failure of the Authority and the Customer to agree upon the time of such an interruption shall not restrict the Authority from proceeding therewith as the Authority deems necessary.

(C) The Customer shall provide written notification to the authority immediately of any defects, trouble or accident which may in any way affect the delivery of power by the Authority to the Customer.

(D) Notwithstanding any provisions of this Rate Schedule to the contrary, the Customer shall not be liable for any charges hereunder for any period during which he is unable to accept electric service due to strikes, fire, floods, or act of God or the public enemy.

(E) Both the Customer and the Authority shall use all due diligence in removing any causes which prevent the delivery or use of electrical power and energy hereunder.

(F) Any claims against the Authority resulting from an interruption of service shall be governed by the terms, conditions and limitations of the South Carolina Tort Claims Act, and any recovery in such claim shall not include indirect or consequential damages.

Section 7. Indemnity:

All electrical power and energy provided for hereunder shall be the property of the Customer upon passing the Delivery Point(s) and the Customer shall have sole responsibility for the use, misuse or presence of said power and energy on the Customer's side of the Delivery Point(s). The Customer will indemnify and hold the Authority harmless from all claims, loss or expense arising from, or in any way connected with, the presence, use or misuse of electrical power and energy on the Customer's side of the Delivery Point(s).

Section 8. Additional Terms and Conditions:

Service under this Rate Schedule is subject to the then currently effective Service Agreement between the Customer and the Authority.

Adopted August 24, 2009

Effective for service rendered on or after November 1, 2009

Supersedes:  
Schedule ML-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

INDUSTRIAL

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
SCHEDULE L-09

Section 1. Availability:

(A) Service hereunder is available at Delivery Points on or near the transmission facilities of the Authority at which the Customer has a potential demand for electric service of at least 1,000 kW; provided, however, that service hereunder shall not be available for service to large, highly fluctuating or otherwise unusual loads without the agreement of the Authority.

(B) Subject to the terms of this Rate Schedule and the General Terms and Conditions of Large Power Electric Service (hereinafter, "General Terms and Conditions") attached hereto as Attachment A and made a part hereof, service hereunder is available, at individual Delivery Points each satisfying the requirements of the foregoing paragraph, to (i) industrial, commercial, and governmental Customers of the Authority, and (ii) municipal and cooperative wholesale Customers of the Authority may offer this service to an industrial, commercial, or governmental customer of such wholesale customer.

(C) Except as may be otherwise provided in the Standby Service Rider L-09-SB, this Rate Schedule is not available for breakdown, standby, supplementary, or auxiliary service, and service hereunder shall not be used in parallel with other sources of electric power. Except with respect to service to municipal and cooperative Customers of the Authority, as provided in the foregoing paragraph, service hereunder shall not be sold for resale or exchange or shared with others.

(D) Prior to the provision of service hereunder at one or more Delivery Points, the Customer shall be required to enter into an Agreement for Large Power Electric Service (hereinafter, "Service Agreement") of the form prescribed in the General Terms and Conditions which may be modified by the Authority from time to time.

Section 2. Character of Service:

(A) Electric power and energy delivered hereunder shall be unregulated, three-phase alternating current, at a frequency of approximately 60 Hertz, at one of the Authority's standard nominal voltages of 480 volts or higher. Separate supplies for the same Customer at different locations and/or at different voltages shall be considered separate Delivery Points. Multiple Delivery Points shall be separately metered and billed. Only one transformation will be provided hereunder from the available transmission voltage.

(B) "Firm Power," as used herein, shall refer to electric power and energy purchased by the Customer hereunder, other than electric power and energy purchased by the Customer pursuant to an applicable rider or riders hereto.

Section 3. Monthly Rates and Charges:

(A) Monthly Customer Charge:

A monthly charge for each Delivery Point of .....\$2,400.00

(B) Charges for Standard Firm Power Service:

The monthly charges for Firm Power hereunder shall include the following charges:

(1) Monthly Demand Charge:

(a) Base Demand Charge:

For the first 300 kW or less of Firm Billing Demand.....\$4,350.00

All Additional kW of Firm Billing Demand @ .....\$14.50

(b) Off-Peak Demand Charge:

All kW of Off-Peak Billing Demand @ .....\$2.90

(c) Transformation Discount:

Whenever the Customer takes delivery at available transmission voltage (69 kV or greater) and provides the necessary transformation from the available transmission voltage, the foregoing Base Monthly Demand Charge shall be reduced by \$0.60/kW.

(d) Excess Demand Charge:

For each kW of the Customer's Measured Demand that is classified as Excess Demand, a charge, in addition to the Base Demand Charge, of \$8.50/kW.

(e) Excess Reactive Demand Charge:

Each kVAr of Excess Reactive Demand @ .....\$0.75/kVAr

(f) Demand Sales Adjustment:

For each kW of Firm Billing Demand, a credit or charge, if any, determined from time to time pursuant to the Authority's Demand Sales Adjustment Clause DSC-09, or its currently applicable successor clause, if any.

(2) Energy Charge:

(a) Base Energy Charge:

On-Peak kWh @ .....\$0.0575/kWh

Off-Peak kWh @ .....\$0.0375/kWh

On-Peak kWh are defined as all kWh consumed by the customer during the calendar months of June, July and August between the hours of 1PM and 10PM during weekdays (prevailing time).

Off-Peak kWh are defined as all kWh consumed by the customer during all other hours during the year.

(b) Fuel Adjustment Charge:

For each kWh, the charge per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its currently applicable successor clause, if any, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.085, respectively.

(C) Charges Under Applicable Riders:

The monthly charges hereunder shall include the charges for services provided the Customer under any and all applicable riders hereto.

(D) Monthly Facilities Charges:

In the event service to the Customer requires the Authority to provide facilities in addition to, or different from, facilities normally provided by the Authority, and the Authority provides such facilities, the Customer also shall pay the Authority a Monthly Facilities Charge, in addition to all other charges hereunder. Such Monthly Facilities Charge shall be equal to 1.4% of the original installed cost of such facilities.

(E) Minimum Monthly Bill:

The minimum monthly bill shall consist of the sum of (i) the Monthly Customer Charge, (ii) the Monthly Facilities Charge, if any, (iii) the Monthly Demand Charge for Firm Power Service, and (iv) the minimum monthly charges, if any, determined pursuant to any applicable rider or riders under which the Customer also receives service from the Authority.

(F) Taxes and Other Assessments:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the foregoing monthly rates and charges. The total monthly billing amount hereunder also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 4. Determination of Demands:

(A) Firm Billing Demand:

(1) The Firm Billing Demand for each Billing Month shall be the greater of (i) that portion of the Customer's On-Peak Measured Demand for such Billing Month not served under any applicable rider or riders hereto pursuant to which the Customer also receives service, (ii) eighty percent (80%) of the Firm Contract Demand for such Billing Month, or (iii) if the Customer receives Firm Power only, then the Customer's Firm Billing Demand shall not be less than 1,000 kW.

(2) In the event that, during any Billing Month, the provision of service by the Authority hereunder is interrupted for a period of four (4) or more consecutive hours as a result of an occurrence of one of the circumstances set forth in Section 9(A) of the General Terms and Conditions, the Firm Billing Demand for such Billing Month will be reduced by the proportion which the number of hours of such interruption bears to the total number of hours in the Billing Month.

(3) The Customer's Off-Peak Billing Demand for a Billing Month shall be the amount, if any, by which (a) the lesser of (i) Off-Peak Measured Demand during that Billing Month or (ii) the Customer's then current Off-Peak Maximum Demand exceeds (b) the sum of the Firm Contract Demand hereunder plus the Customer's Contract Demand(s) (if any) under any and all riders hereto and other rate schedules of the Authority. The Customer's Off-Peak Maximum Demand shall be established and modified by the Authority from time to time in recognition of the limitations of the delivery facilities serving the Customer and other limiting considerations on the Authority's system. Unless and until the Authority shall have agreed in writing to a specific Off-Peak Maximum Demand, it shall be deemed to be equal to the sum of the Firm Contract Demand hereunder plus the Customer's Contract Demand(s) (if any) under any and all riders hereto and other rate schedules of the Authority.

(B) Measured Demand:

(1) Subject to the applicable provisions, if any, of any rider or riders hereto pursuant to which the Customer also receives service, the Measured Demand for each Billing Month shall be the maximum 30-minute integrated kW demand of the customer during such Billing Month.

(2) The On-Peak Measured Demand for each Billing Month shall be the maximum 30-minute integrated kW demand of the Customer that shall have occurred during the Billing Month during Peak Period Hours. As used herein, Peak Demand Hours are all times during such Billing Month between 6:00 AM and 10:00 PM (prevailing time) on weekdays.

(3) The Off-Peak Measured Demand shall be the maximum 30-minute integrated kW demand of the Customer that shall have occurred in the Billing Month at a time other than during Peak Demand Hours.

(4) In determining each of the Customer's Measured Demand, On-Peak Measured Demand, and Off-Peak Measured Demand, whenever the Customer's load is unbalanced between phases by more than ten percent (10%), the load on each phase shall be deemed to be equal to the greatest load on any phase. Furthermore, whenever the Customer's load frequently is found to be unbalanced between phases by more than ten percent (10%), the Authority, at its sole option, may require the Customer, at the Customer's expense, to make the changes necessary to correct such condition.

(C) Firm Contract Demand:

(1) Except as otherwise provided herein, the Firm Contract Demand applicable to each Delivery Point during each Billing Month shall be the maximum amount of Firm Power, in kilowatts, that the Customer shall have requested and the Authority shall have agreed to supply during such Billing Month, as evidenced in the Delivery Point Specification Sheet for the Delivery Point that is attached to, and made a part of, the Service Agreement between the Customer and the Authority. During the first twelve (12) months of service to a new Delivery Point, the Authority, at its sole option, may agree to adjust the Customer's Firm Contract Demand on a month-to-month basis and/or to forego the application of the Section 4 (D) hereinbelow, in order to allow the Customer and the Authority an adequate build-up or phase-in of operations; provided, however, that the Authority reserves the right to condition such agreement on such additional terms and conditions as the Authority deems appropriate for the circumstances.

(2) Except as otherwise provided herein or in the General Terms and Conditions, the Customer may reduce its Firm Contract Demand for a Delivery Point, for any twelve month period and subsequent twelve month period(s), to not less than 300 kW by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first period to which the notice applies; provided, however, that (i) no

such reduction shall become effective before the fifth anniversary of service to the Delivery Point, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Firm Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Firm Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Firm Contract Demand for such year.
- (d) For the fourth and subsequent twelve month period(s), the maximum reduction shall be 100% of the respective Firm Contract Demand(s) for such years.

Notices of such reductions in the Customer's Firm Contract Demand shall be irrevocable once given.

(3) The Customer's Firm Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rate Schedule or applicable rider(s) hereto under which the Customer also receives service, or (ii) by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require additional, special terms and conditions applicable to service to the Customer to be included in the aforementioned new Delivery Point Specification Sheet.

(4) Notwithstanding any other provisions hereof, in no event shall the Customer's Firm Contract Demand be less than the amount, if any, by which the sum of the Customer's then current contract demands under all applicable riders hereto is less than 1,000 kW.

(D) Excess Demand:

(1) The Customer's Excess Demand for each Billing Month shall be the greater of (a) that portion of the Customer's On-Peak Measured Demand for such Billing Month, if any, that exceeds the sum of (i) the Customer's then current Firm Contract Demand hereunder and, where applicable, (ii) the Customers' Billing Demand(s), if any, under any and all applicable rider or riders to which the Customer also receives service from the Authority, or (b) the amount, if any, by which the Customer's Off-Peak Measured Demand exceeds the Customer's then-current Off-Peak Maximum Demand.

(2) Notwithstanding the foregoing or any other provision of this Rate Schedule or the General Terms and Conditions to the contrary, in the event that, at any time, (i) the Customer's rate of use of electricity at a Delivery Point exceeds the Customer's Maximum Demand applicable at that time, and (ii) the Customer fails to comply promptly with a request by the Authority to reduce such rate of use so as not to exceed such Maximum Demand, the Customer's Firm Contract Demand(s) for such Delivery Point for the current and subsequent Billing Months, shall at the Authority's sole option, be increased, from what it otherwise would have been, by the amount of such excess. In addition, in such event, the Customer shall be liable for any damage to the Authority's facilities caused by such excess. The Customer's Maximum Demand during Peak Demand Hours shall be equal to the sum of (i) the Customer's then current Firm Contract Demand hereunder and, where applicable, (ii) the Customer's then current Contract Demand(s), if any, under applicable riders hereto. The Customer's Maximum Demand in hours other than Peak Demand Hours shall be equal to the Customer's then current Off-Peak Maximum Demand.

(3) Notwithstanding the foregoing or any other provision of this Rate Schedule or the General Terms and Conditions, the Authority shall be under no obligation whatsoever to supply demands in excess of the Customer's aggregate Contract Demand(s), and nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit the Customer's demand so as not to exceed the Customer's aggregate Contract Demands.

(E) Excess Reactive Demand:

The Customer's Excess Reactive Demand for each Billing Month shall be the amount, if any, by which the Customer's maximum 30-minute integrated reactive demand, in kilovars (kVAr), during such Billing Month exceeds 48.5% of the Customer's Measured Demand, in kilowatts (kW), for such Billing Month.

Section 5. Additional Terms and Conditions:

Service under this Rate Schedule, including service under all applicable riders hereto, is subject to the then currently effective General Terms and Conditions and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009

Effective for service rendered on and after November 1, 2009

Supersedes: Schedule L-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)

General Terms and Conditions  
of  
Large Power Electric Service

**Section 1. Contract For Service**

(A) As a condition precedent to the Authority supplying electric service under the Authority's Large Light and Power Rate Schedule L-09 and/or any and all riders thereto (collectively, "Schedule L"), to which these General Terms and Conditions are attached and made a part of, the Customer shall execute a Service Agreement in the form hereinafter provided as Exhibit I hereto. When executed by the Customer and the Authority, such Service Agreement, together with Schedule L, these General Terms and Conditions, and applicable notices of Contract Demands accepted by the Authority, shall constitute the entire contract for service between the Authority and the Customer.

(B) In the event of any conflict between these General Terms and Conditions and the provisions of the Service Agreement or Schedule L, the provisions of the Service Agreement or Schedule L shall govern.

(C) Nothing contained in any and all parts of Schedule L, the Service Agreement, and these General Terms and Conditions, shall be construed as affecting in any way the right of the Authority to make changes to any and all parts of such documents as provided by law.

(D) A separate Delivery Point Specification Sheet, in the form hereinafter provided as Exhibit II hereto, shall be prepared and executed by the Authority and the Customer for each Delivery Point at which the Customer is to receive service. Each such Delivery Point Specification Sheet, shall be deemed to be attached to, and made a part of, the Service Agreement between the Customer and the Authority.

(E) As used herein, "Delivery Point" refers to the point or points at which the electrical conductors (including bus bars) of the Authority are connected to the electrical conductors of the Customer or, in the case of service hereunder to a municipal or cooperative wholesale Customer of the Authority, to the conductors of that Customer or a retail customer of wholesale Customer. The Authority shall normally provide one three-phase service at a single voltage at each Delivery Point. Separate supplies for the same Customer at different locations and/or at different voltages shall be considered separate Delivery Points. Multiple Delivery Points shall be separately metered and billed.

**Section 2. Conditions of Service**

(A) The Authority's agreement to provide electric service on the date specified for electric service to each Delivery Point, subject to proper written notice as set forth in the applicable Rate Schedule, is contingent upon the Authority's ability to acquire, at a sufficient time prior to the date for commencement of such service, the necessary State and Federal approvals and the necessary rights of way and equipment for providing such electric service.

(B) With respect to facilities installed by the Authority to provide electric service to the Customer, the Authority reserves the right to use any available capacity of such facilities not needed for such service to supply other customers of the Authority.

**Section 3. Electric Service Provided**

(A) The Authority will provide electric service to Customer in the form of unregulated, three-phase alternating current at a frequency of approximately 60 Hertz.

(B) The Authority will provide electric service pursuant to the provisions of Schedule L at the nominal voltage desired by Customer provided such voltage is generally available in the area in which the electric service is desired. For Delivery Points existing on the date these General Terms and Conditions become effective, the nominal voltage supplied shall be the Authority's present nominal delivery voltage at such Delivery Points.

(C) The Authority will provide electric service for each Delivery Point at the nominal voltage specified in the Exhibit II to the Service Agreement for the Delivery Point, unless the Authority notifies the Customer in writing that the voltage will be changed to a specified higher or lower voltage in accordance with usual utility practices. In such cases, the Customer at the Customer's own expense will design, engineer, install, construct or modify, operate, and maintain facilities to such higher or lower voltage.

**Section 4. Monthly Billing and Payment**

(A) The Authority shall render to the Customer, after the end of each Billing Month, a bill setting forth the charges, as specified in Schedule L, for such Billing Month. "Billing Month" refers to a period between successive meter readings, which shall normally be once per month.

(B) All bills shall be on a net basis, and each such bill shall be due and payable in good funds at the office of the Authority in Moncks Corner, South Carolina, or at such other place as the Authority may designate, within ten (10) days after the date on which the bill is mailed or otherwise rendered. If payment is not received within twenty-five (25) days after the date the bill is mailed or otherwise rendered, the amount of the bill shall be increased on the next bill rendered and on subsequent bills rendered each month thereafter until paid by the larger of one hundred dollars (\$100.00), or two percent (2%) of the amount then outstanding including late payment charges. If payment is not made within thirty (30) days after the bill is mailed or otherwise rendered, the Authority may discontinue service until all past due bills are paid in full. Discontinuance of the service shall not relieve the Customer of any liability for the agreed Minimum Monthly Bill(s) for the period(s) of time service is so discontinued.

**Section 5. Metering and Measurement**

(A) Power and energy shall be metered by the Authority at, or as if at, each Delivery Point.

(B) Not less frequently than once each year, the Authority shall make periodic tests and inspections of meters installed by it. At the request of the Customer, the Authority shall make additional tests or inspections. Readings of metering instruments found to be in error by more than two percent (2%) either fast or slow will be corrected and credits or debits made to the Customer's account accordingly. Such correction shall apply for a period of not more than thirty (30) days prior to the date of test unless a longer period of inaccuracy can be definitely determined. The Customer shall pay all costs resulting from additional tests requested by the Customer if tests show meters to be accurate within two percent (2%).

**Section 6. Use of Service**

(A) Power shall be used in such manner as will not cause objectionable voltage fluctuations or other electrical disturbances on the Authority's system. If such fluctuations and disturbances become objectionable, the Authority may require the Customer, at the Customer's own expense, to install appropriate corrective equipment.

(B) The Service Agreement shall not be assigned by the Customer without approval in writing by the Authority. Service hereunder is exclusively for use by the Customer, and is not to be resold or shared with others. In consideration of the terms of the Service Agreement and these General Terms and Conditions, and in recognition of the fact that the supplying of power and energy from more than one source to the Customer's Facilities may adversely affect safety and the Authority's operations, the Customer agrees not to accept electrical service for said plant operations from any source other than the Authority during the terms of the Service Agreement.

### **Section 7. New Delivery Points**

(A) To establish a new Delivery Point, the Customer must execute with the Authority a new Delivery Point Specification Sheet for the new Delivery Point prior to the date upon which the new Delivery Point is to be placed in service. Such new Delivery Point Specification Sheet shall be attached to, and made a part of, the Service Agreement and shall include any special provisions required for the establishment of the new Delivery Point. The execution of such Delivery Point Specification Sheet shall be a condition precedent to the Authority's supplying electric service to the Delivery Point.

(B) The Authority shall not be obligated to establish any new Delivery Point if it is reasonably determined by the Authority that, consistent with Prudent Utility Practice, the new Delivery Point is not necessary or appropriate for the delivery of power to serve load on the Customer's system.

(C) The Authority shall not be obligated to establish any new Delivery Point if after exercising due diligence the Authority cannot obtain all necessary State and Federal approvals, rights-of-way, and equipment. The Customer shall support all State and Federal filings that the Authority deems necessary (i) for supplying capacity and energy to the new Delivery Point, (ii) for the construction and permitting of the new Delivery Point, and (iii) such other facilities as the Authority deems necessary for the new Delivery Point.

(D) The Customer or potential Customer requesting the establishment of a new Delivery Point shall submit a detailed written request to the Authority specifying the requirements of such Delivery Point.

(E) Except as otherwise provided herein, the Customer is responsible for the installation, operation and maintenance of all necessary poles, lines, substations, transformers, switches, protective equipment, and other equipment (except the Authority's metering equipment) necessary for the establishment of a new Delivery Point, and for all facility rearrangements on the Customer's side of such Delivery Point that are required for the establishment thereof.

(F) Substantial and/or material modifications to an existing Delivery Point shall be deemed to constitute the termination of such Delivery Point and the establishment of a new Delivery Point.

### **Section 8. Delivery Points and Other Facilities**

(A) The service specifications for each Delivery Point shall be as prescribed in the corresponding Delivery Point Specification Sheet.

(B) For each Delivery Point, the Customer shall provide, free of cost to the Authority, a suitable site on the premises for the installation by the Authority of equipment for rendering service hereunder. The Customer shall also provide for the safekeeping of this equipment and shall not permit anyone other than authorized employees and agents of the Customer and employees and agents of the Authority to have access thereto.

(C) The Customer hereby grants to the Authority for the entire term of this contract, free of cost, the right to construct, operate and maintain on property owned, leased or controlled by the Customer, all poles, conductors, appurtenances and equipment whatsoever reasonably necessary or desirable for supplying service

hereunder to each Delivery Point. The Authority shall also have all rights of access to said property reasonably necessary or desirable for the aforesaid purposes and the right to remove all or any portion of the Authority's property at any time during the term of this contract or within a reasonable time thereafter. All property, structures and facilities erected by the Authority on property of the Customer are recognized and agreed by the parties to be removable trade fixtures, which shall be and remain personal property of the Authority whether affixed to the realty or not.

(D) Employees of the Authority shall be allowed access to the service installation site at all reasonable hours for the purpose of reading the metering instruments, inspecting the property of the Authority, removing such property, and for other purposes incident to the supplying of service to the Customer.

(E) All electrical facilities used or constructed by the Customer must conform to accepted modern practice and to applicable state and local requirements and must conform to the requirements of the National Electrical Safety Code and National Electrical Code.

(F) All facilities on the Customer's side of each Delivery Point shall be considered the system of the Customer, shall be paid for by the Customer, and shall be installed, operated, and maintained by the Customer at the Customer's expense; provided, that (i) the Authority's metering equipment, if any, located on the Customer's side of a Delivery Point will be owned, installed, operated, and maintained by the Authority; and (ii) the Authority shall have the right, at the Authority's option, to install and/or maintain such other facilities on Customer's side of a Delivery Point as the Authority may elect in the interests of system reliability.

(G) The Customer shall not utilize, or allow to be utilized, any equipment, appliance, or device that tends to unreasonably adversely affect the system of the Authority. The Customer shall maintain a reasonable electrical balance between the phases at each Delivery Point.

(H) The Customer shall install and maintain suitable protective devices on the Customer's system in order to afford reasonably adequate protection to the facilities of the Authority against adverse conditions or disturbances originating on Customer's system. Such protective devices shall be in accordance with the applicable industry standards relating to such equipment and with such other requirements as the Authority may reasonably deem necessary.

(I) The Authority shall install, own, operate, and maintain all lines and equipment located on the Authority's side of each Delivery Point, as well as the meter and metering equipment and, if applicable, any backup meter and metering equipment that may, at the Authority's option, be located on Customer's side of each Delivery Point. In such cases, Customer shall provide a location, acceptable to the Authority, for the installation of such metering equipment.

(J) In the event that the Customer requests the Authority to supply electricity in a manner requiring facilities in addition to or different from those normally provided by the Authority, the Authority will provide such facilities on the Authority's side of the Delivery Point, if practical to do so, provided the following conditions are met and a new Delivery Point Specification Sheet for such Delivery Point is executed to reflect these conditions:

- 1) The Customer requesting the facilities shall submit a detailed written request to the Authority specifying the type and kind of facilities;
- 2) The facilities are of a kind and type used by, or acceptable to, the Authority and are, installed in a place and in a manner acceptable to the Authority; and
- 3) The Customer agrees, in the Delivery Point Specification Sheet for the subject Delivery Point, to pay to the Authority the cost of the facilities prior to their installation or, at the

Authority's sole option, appropriate Monthly Facilities Charges in lieu thereof, in addition to the other charges recoverable under Schedule L.

(K) In the event that the Customer's contract demand(s) under Schedule L (including any applicable riders thereto) is (are) reduced, nothing herein shall be construed as restricting the right of the Authority to change or reduce accordingly the capacity of the Authority's facilities serving the Customer.

(L) The Delivery Point Specification Sheet for each Delivery Point shall set forth appropriate provisions concerning the installation and maintenance of the Delivery Point and shall provide for adequate compensation to the Authority on termination of the Delivery Point by the Customer.

### **Section 9. Interruption of Service**

(A) The Authority will make reasonable provisions to ensure satisfactory and continuous service but does not guarantee a continuous supply of electrical energy and shall not be liable for damage occasioned by interruptions of service or failure to commence delivery caused by an act of God, or the public enemy, or for any cause reasonably beyond the Authority's control, including, but not limited to, the failure or breakdown of generating or transmitting facilities, floods, fire, strikes or action or order of any agency having jurisdiction over the premises, or for interruptions that the Authority deems necessary for the inspection of, repair to, or changes to the Authority's facilities.

(B) Nothing herein shall be construed as restricting in any way the Authority's right to interrupt service to the Customer as the Authority may deem necessary or appropriate to facilitate inspection of, repair to, or changes to the Authority's facilities consistent with Prudent Utility Practice; provided, however, that the Authority shall use its reasonable best efforts, when practicable, to provide the Customer with advance notice of such interruptions and to coordinate with the Customer the times of such interruptions. In any event, failure of the Authority and the Customer to agree upon the time of such an interruption shall not restrict the Authority from proceeding therewith as the Authority deems necessary.

(C) The Customer shall provide written notification to the Authority immediately of any defects, trouble or accident which may in any way affect the delivery of power by the Authority to the Customer.

(D) Notwithstanding any provisions of Schedule L to the contrary, the Customer shall not be liable for any charges under this Schedule for any period during which he is unable to accept electric service due to strikes, fire, floods, or act of God or the public enemy.

(E) Both the Customer and the Authority shall use all due diligence in removing any causes which prevent the delivery or use of electrical power and energy hereunder.

(F) Any claims against the Authority resulting from an interruption of service shall be governed by the terms, conditions and limitations of the South Carolina Tort Claims Act, and any recovery in such claim shall not include indirect or consequential damages.

### **Section 10. Indemnity**

All electrical power and energy provided for hereunder shall be the property of the Customer upon passing the Delivery Point(s) and the Customer shall have sole responsibility for the use, misuse or presence of said power and energy on the Customer's side of the Delivery Point(s). The Customer will indemnify and hold the Authority harmless from all claims, loss or expense arising from, or in any way connected with, the presence, use or misuse of electrical power and energy on the Customer's side of the Delivery Point(s).

**Section 11. Determination of Contract Demands**

The maximum amount, or amounts, of electric power and energy that the Authority agrees to sell, and that the Customer agrees to purchase at each Delivery Point (the Customer's "Contract Demand(s)") initially shall be set forth in the Delivery Point Specification Sheet for such Delivery Point. The initial establishment of, and subsequent changes to, such Contract Demand(s) shall be made only pursuant to the applicable provisions of Schedule L; provided, however, that the Authority reserves the right to require, for any Customer or potential Customer having a load of greater than 100,000 kW, notice requirements for changes in that Customer's Contract Demands(s) longer than those set forth in Schedule L.

**Section 12. Term of Contract**

(A) The Service Agreement, terminating on its effective date all prior agreements between the parties, shall become effective on the date specified therein, and shall remain in effect for an initial term of five (5) years, and thereafter for additional terms of two (2) years such, unless terminated by written notice of such intention from either party to the other at least one (1) year prior to the expiration date of the initial term or subsequent term; provided, however, that in no event shall the Service Agreement expire prior to (i) the expiration of the initial term as outlined above, or (ii) the reduction of the Customer's Contract Demand(s) to zero in the manner or manners specified in Schedule L. Nothing herein contained shall in any way bar the right of the Authority to collect any sums due it at the termination of the prior agreements.

If the Customer discontinues operations prior to the expiration of the initial term of the Service Agreement, or any subsequent term, or defaults under this Service Agreement in any respect and the Authority terminates the Service Agreement as a result of such default, the Customer agrees to pay to the Authority, on demand, a sum equal to the cumulative total of the Minimum Monthly Bills, as determined under Schedule L, for the remainder of the term of the Service Agreement, or any subsequent term.

(B) "Contract Year" shall be a twelve-month period beginning on the earlier of (i) the anniversary of the date service is initiated or (ii) the anniversary of the effective date of the Service Agreement.

(C) Schedule L and these General Terms and Conditions may be amended or revised by the Authority from time to time, in whole or in part, to reflect changed conditions, and when so amended or revised shall become effective as to all customers receiving service hereunder.

**Section 13. Waiver**

Any failure at any time by the Authority or the Customer to enforce a provision of Schedule L, these General Terms and Conditions, or the Service Agreement, shall not constitute a waiver by such party of said provision.

**Section 14. Other Contracts**

(A) Notwithstanding any other provision of Schedule L or these General Terms and Conditions to the contrary, an existing contract between the Authority and a Customer for the provision of service to such Customer pursuant to the Authority's Large Light and Power Rate Schedule that is in effect on the effective date of these General Terms and Conditions shall continue in full force and effect until its expiration. Such existing contract shall be deemed to constitute the Service Agreement between the Customer and the Authority hereunder until its expiration. In the event any provision of these General Terms and Conditions or Schedule L conflicts with a provision of such existing contract, the provision of the contract shall prevail.

(B) Upon the expiration of an existing contract between a Customer and the Authority, as described in the foregoing paragraph, continued service to such Customer shall be wholly subject to Schedule L and these Terms and Conditions.

(C) The establishment of a new Delivery Point, or the substantial modification of an existing Delivery Point, for a Customer having an existing contract, as described in the foregoing two paragraphs, shall require the termination of such existing contract and the execution of a new Service Agreement of the form specified in Exhibit I hereto.

(D) The terms and conditions of service to a Customer at a Delivery Point or Delivery Points under any rate schedule(s) or contract(s) other than Schedule L shall be unaffected by the terms of Schedule L and these General Terms and Conditions and shall be governed solely by the terms of such other rate schedule(s) or contract(s). The terms and conditions and service to each Delivery Point pursuant to Schedule L shall be governed solely by the provisions of Schedule L and these General Terms and Conditions and shall be unaffected by service, if any, to a Delivery Point or Delivery Points under any other rate schedule(s) or contract(s) between the Customer and the Authority.

(E) Acceptance of service under Schedule L without the benefit of an executed Service Agreement or another formal, written contract between the Customer and the Authority will bind the Customer to all terms and conditions of Schedule L and these General Terms and Conditions the same as if a formal written contract had been executed. In such event, all obligations hereunder shall begin on the date of such acceptance of service and shall continue for an initial term of five (5) years and thereafter for additional terms of two (2) years each, unless and until terminated at the end of such initial term or any additional term by no less than one (1) year's advance written notice of termination from either party to the other.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule L-96, Attachment A, Effective April 1, 1996

**Exhibit I**

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
SERVICE AGREEMENT FOR LARGE POWER ELECTRIC SERVICE**

This Agreement made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the South Carolina Public Service Authority, hereinafter referred to as "the Authority", and \_\_\_\_\_, hereinafter referred to as the "Customer."

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the Authority and the Customer covenant and agree with each other as follows:

1. The Authority shall sell and deliver to the Customer, and the Customer shall purchase and receive from the Authority, the Customer's full requirements for electric service at the Delivery Point(s) specified in the respective Delivery Point Specification Sheets attached to this Service Agreement. Each such Delivery Point Specification Sheet shall, upon its execution, be a part of this Service Agreement, and shall include the service specifications for the provision of service at the corresponding Delivery Point.
2. A change in the service specifications at a Delivery Point shall require a new Delivery Point Specification Sheet to be executed to replace the previous Delivery Point Specification Sheet for that Delivery Point.
3. This Service Agreement adopts and incorporates by reference all of the provisions of the Authority's Large Light and Power Rate Schedule L-09 and all riders thereto (collectively, "Schedule L"), and its associated General Terms and Conditions, as such Schedule L and General Terms and Conditions may be changed from time to time.
4. The Customer shall pay the Authority monthly for electric service rendered hereunder pursuant to the applicable Rate Schedule and in accordance with the billing and payment provisions of Schedule L and the General Terms and Conditions.
5. This Service Agreement may not be assigned by either Party without the prior written consent of the other Party, provided, however, such consent shall not be unreasonably withheld.
6. If any provision of this Service Agreement is inconsistent with any provision of any applicable rate schedule or associated riders, the provisions of this Service Agreement shall prevail.
7. Subject to the provisions hereinbefore contained, this contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Authority and the Customer have caused this Service Agreement for the Large Power Electric Service to be executed in duplicate in their names by their respective duly authorized officials, as of the day and year first above written.

**ATTEST:**

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ **(CUSTOMER)**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Exhibit II**

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
SERVICE AGREEMENT FOR LARGE POWER ELECTRIC SERVICE  
DELIVERY POINT SPECIFICATION SHEET**

1. Electric Service Supplied to:
2. Delivery Point Information:
  - (a) Name:
  - (b) Description:
  - (c) Location:
3. Original Effective Date of Delivery Point:
4. Effective Date of this Specification Sheet:
5. Contract Demand(s):
  - (a) Firm Power Contract Demand:
  - (b) Supplemental Power Contract Demand:
  - (c) Interruptible Power Contract Demand:
  - (e) Economy Power Contract Demand:
  - (f) Standby Power Contract Demand
6. Electric Service Supplied: \_\_\_ volts (nominal) \_\_\_ Phase
7. Metering Data:
  - (a) Metered Voltage:
  - (b) Location:
  - (c) Compensation:
8. Provisions for Special Facilities or Conditions:

**IN WITNESS WHEREOF**, the Authority and the Customer have each caused this Delivery Point Specification Sheet, which is to be incorporated into the Service Agreement for Large Power Electric Service, dated \_\_\_\_\_, to be executed in their names by their respective duly authorized officials on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ **(CUSTOMER)**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
CURTAILABLE SUPPLEMENTAL POWER  
RIDER L-09-SP

SECTION 1. Availability:

Service hereunder, "Supplemental Power Service," shall be available to those customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule ("Schedule L"), to which this Rider is attached and made a part of; provided, however, that in order to receive service hereunder, each such customer (hereinafter, the "Customer") shall have (i) requirements for service hereunder of at least 10,000 kW, and (ii) a Firm Power Contract Demand that is at least 30,000 kW and at least twenty-five percent (25%) of the sum of all of that Customer's contract demands under Schedule L. In addition, service hereunder shall be available only upon prior written agreement between the Authority and the Customer. The total amount of additional Supplemental Power available to all customers of the Authority changes from time to time; the Authority will allocate such amount to individual customers on a first-come, first-served basis.

SECTION 2. Character of Service:

(A) Supplemental Power Service hereunder shall be electric power and energy of the same general characteristics as described in the Authority's Large Light and Power Rate Schedule which (i) are in excess of the Customer's Firm Contract Demand and (ii) are curtailable by the Authority and the Customer in accordance with the provisions of this Rider L-09-SP.

(B) Subject to the provisions of Section 4 hereof, the Authority shall undertake to serve the Customer's Supplemental Power requirements, up to the then-current level of the Customer's Supplemental Power Contract Demand, with the same level of reliability it provides to its other non-interruptible customers. In no event, however, shall the Authority have any obligation whatsoever to supply power and energy in an amount exceeding the sum of the Customer's then-current Firm Contract Demand pursuant to the Authority's Large Light and Power Rate Schedule, the Customer's contract demands under other applicable riders thereto, if any, and the Customers' Supplemental Power Contract Demand. If, at any time, the Customer allows its total load to exceed the sum of such contract demands, the Authority shall have the right, at the Authority's sole discretion, to either (a) serve such excess and, pursuant to Section 5 hereof, charge the Customer for such service under the Authority's then-applicable Large Light and Power Rate Schedule, or (b) take whatever steps as may be reasonably necessary, including discontinuing all service to the Customer, to effect a reduction in service to the Customer to a level not exceeding such sum of the Customer's contract demands.

SECTION 3. Monthly Billing Rates:

The charges for service hereunder shall consist of the following:

(A) Demand Charge:

The monthly Demand Charge for Supplemental Power Service shall be calculated by multiplying the Customer's then-current Supplemental Power Billing Demand by the Monthly Supplemental Power Demand Rate of:

\$7.00 per kilowatt of the Customer's Supplemental Power Billing Demand

(B) Energy Charge:

The monthly Energy Charge for Supplemental Power Service shall be calculated by multiplying the total amount of kilowatt-hours of Supplemental Power delivered to the Customer during the current Billing Month by the Monthly Supplemental Power Energy Rate for such month. The Monthly Supplemental Power Energy Rate for a month shall be the sum of (i) the Authority's Average Monthly Fossil Fuel Cost Rate, as hereinafter defined, and (ii) a Non-Fuel Energy Rate of 0.228 cents/kWh.

The Authority's Average Monthly Fossil Fuel Cost Rate for each month shall be determined by the following formula:

$$F = 100 * (F_m/G_m) * (1/(1-K)) * (1/(1-L))$$

where:

F = Average Monthly Fossil Fuel Cost Rate in cents per kilowatt-hour, rounded to the nearest one-thousandth of a cent.

F<sub>m</sub> = the Authority's total dollar fossil fuel cost for the current month, which shall be equal to the sum of:

- (a) the cost of fossil fuel burned or used in the Authority's own plants and the Authority's share of fossil fuel burned or used in jointly owned or leased plants as such costs are recorded in Accounts 501, 509, and 547; plus
- (b) the net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction), when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges or economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the Authority to substitute for its own higher cost energy; plus
- (c) the actual identifiable fossil fuel costs associated with energy purchased for reasons other than identified in (b) above; less
- (d) the cost of fossil fuel recovered through inter-system sales including, without limitation, the fuel cost related to economy energy sales and other energy sold on an economic dispatch basis.

G<sub>m</sub> = the Authority's fossil net generation, in kilowatt-hours, for the current month, which shall be equated to the sum of:

- (a) the net generation of the Authority's own fossil-fueled plants and the Authority's shares of jointly owned or leased fossil-fueled plants; plus
- (b) interchange in; plus
- (c) the fossil-generated energy purchased by the Authority other than interchange; less
- (d) the net fossil-fueled generation associated with inter-system sales referred to in F<sub>m</sub>(d) above.

K = the Authority's allowance for capital improvements, which, for purposes of this Rider, shall be eight and one-half percent (8.5%), expressed as a decimal fraction.

L = the Authority's allowance for transmission and distribution system losses applicable to service to the Customer, expressed as a decimal fraction.

(C) Other Costs:

The Customer shall also pay the Authority monthly for such other costs as the Customer is responsible in accordance with the provisions of Section 4 hereof.

SECTION 4. Supplemental Power Contract Demand:

(A) General

The Customer's Supplemental Power Contract Demand shall be the maximum amount of Supplemental Power, in kilowatts, which the Customer has requested and the Authority has agreed to supply. The Customer's Supplemental Power Contract Demand initially shall be specified in the Customer's Service Agreement and, thereafter, may be changed from time to time in accordance with the provisions of this Section 4.

(B) Curtailment by Authority

(1) The Authority shall, upon not less than one hundred twenty (120) days' prior written notice to the Customer, have the right to interrupt or call for curtailment of either all or a portion of the Customer's use of Supplemental Power Service, either permanently or for a period of not less than six (6) months in duration. Any such notice of curtailment by the Authority hereunder shall set forth the amount and time period of the curtailment and shall also set forth a price or prices at which the Authority would be willing to continue serving the Customer hereunder in lieu of the noticed curtailment.

The Authority may call for curtailment hereunder whenever, in the Authority's sole reasonable judgment, an event occurs or a circumstance arises, or is expected to occur or arise, that adversely affects, or is expected to adversely affect, the adequacy of the Authority's generating resources (including purchases) to meet known and expected requirements of its customers, including the adequacy of reserves, at a reasonable cost. Such events and circumstances shall include (but shall not be limited to) unplanned outages and reductions in capabilities of generating resources; failures of third parties to supply power for which the Authority has contracted; significant increases in prices of purchased power and fuel; unplanned or unanticipated transmission limitations; interruptions in, and other limitations on, fuel supplies; and larger than anticipated customer requirements.

(2) In the event that the Authority shall have given such a notice of curtailment to the Customer:

- (a) The Customer's Supplemental Power Contract Demand shall, during the period of the noticed curtailment, be deemed to be reduced to the level set forth in Authority's notice, which may be zero.
- (b) The Authority may extend the period of a curtailment in increments of at least one month, in each case by giving the Customer at least sixty (60) days' prior written notice; provided, however, that such extensions in the aggregate shall not extend the originally noticed period of curtailment by more than twelve (12) months.
- (c) Notwithstanding any provision of Schedule L to the contrary, the Customer shall have the right, within the time periods specified in this subparagraph, to request

that the Customer's Firm Power Contract Demand under Schedule L be increased, beginning on the noticed date of curtailment and continuing for a period of not less than twenty-four months, by an amount up to the amount of curtailment called for by the Authority hereunder, in order that some or all of the power and energy that the Customer would have purchased hereunder as Supplemental Power but for the curtailment instead be purchased from the Authority as Firm Power under Schedule L. During the portion of the period specified in such a request, if any, which extends beyond the noticed period of curtailment, the Customer's Supplemental Power Contract Demand shall be reduced in an amount equal to the amount of the requested increase in the Customer's Firm Power Contract Demand. The time by which such a request must be given shall be thirty (30) days from receipt by the Customer of the Authority's notice; provided, however, that in no event shall such request be required to be given more than twenty-two (22) calendar months' prior to the beginning of the noticed curtailment period. Each such increase in Firm Power Contract Demands hereunder shall be only for the months set forth in the Customer's request and, notwithstanding any provision of Schedule L to the contrary, the Customer's Firm Power Contract Demand for all other months shall not be increased as a result of such notice and such notice shall not cause the Customer to pay any increased demand charge or any other increased billing charge for any months other than the months in the Customer's notice that would not have been payable absent such notice.

- (d) By providing prior written notice to the Authority within thirty (30) days of receiving the Authority's notice of curtailment, the Customer may elect to purchase replacement power from the Authority to replace some or all of the Supplemental Power that the Customer otherwise would have purchased from the Authority hereunder but for the noticed curtailment elect to continue purchasing Supplemental Power and pay for such replacement power at the aforementioned alternative price or prices set forth in the Authority's notice during the period of the curtailment. Each such notice by the Customer shall set forth (i) the maximum amount of such replacement power, in kW, the Customer desires to purchase from the Authority during the period of curtailment, and (ii) the Customer's agreement to pay for such replacement power at the aforementioned alternative price or prices set forth in the Authority's notice of the curtailment.
- (e) By providing prior written notice to the Authority within thirty (30) days of receiving the Authority's notice of curtailment, the Customer may elect to have the Authority purchase for the Customer's account replacement power from another source selected by the Customer and deliver such replacement power to the Customer over the Authority's transmission system, provided that (i) sufficient transmission capacity is available and (ii) the terms and conditions of such purchase are not unreasonable to the Authority. Each such notice by the Customer shall set forth (i) the maximum amount of such replacement power, in kW, the Customer to purchase during the period of curtailment, and (ii) the Customer's agreement to pay the Authority for (a) all costs of purchasing such replacement power, and (b) any applicable charges for associated transmission services (including ancillary services) and any applicable stand-by services pursuant to then-effective rate schedules of the Authority for such services.
- (f) The Customer may replace some or all of the Supplemental Power that the Customer otherwise would have purchased from the Authority hereunder but for the noticed curtailment with generation located on the Customer's side of the Delivery Point; provided, however, that such generation shall not be operated

electrically in parallel with the Authority's system except in accordance with the applicable provisions of Schedule L.

- (g) The options provided to the Customer in the foregoing subparagraphs (c) through (f) are not mutually exclusive, and may be used in combination; provided, however, that in no event shall the Authority be required to deliver to the Customer at any time an amount of replacement power hereunder (including replacement provided as Firm Power under Schedule L and Economy Power under Rider EP) that in the aggregate exceeds the amount of the reduction in the Customer's Supplemental Power Contract Demand.

(C) Curtailement and Increase by Customer

(1) Upon not less than one hundred twenty (120) days' prior written notice to the Authority, the Customer shall be able to reduce or increase its Supplemental Power Contract Demand by any amount, either permanently or for a period of not less than six (6) months in duration; provided, however, that no such increase in the Customer's Supplemental Power Contract Demand shall become effective without the Authority's approval, which approval shall not be unreasonably withheld.

(2) In the event that the Customer shall have given a notice for such a reduction:

- (a) The Customer's Supplemental Power Contract Demand shall, during the period of the noticed reduction, be deemed to be reduced to the level set forth in Customer's notice, which may be zero.
- (b) The Customer may extend the noticed period of reduction in Supplemental Contract Demand in increments of at least one month, in each case by giving the Authority at least sixty (60) days' prior written notice; provided, however, that such extensions in the aggregate shall not extend the originally noticed period of reduction by more than twelve (12) months.
- (c) The Customer may replace the power that the Customer otherwise would have purchased from the Authority hereunder but for the noticed reduction by the Customer in the Customer's Supplemental Power Contract Demand through generation located on the Customer's side of the Delivery Point; provided, however, that such generation shall not be operated electrically in parallel with the Authority's system except in accordance with the applicable provisions of Schedule L and all Riders thereto.

SECTION 5. Supplemental Power Billing Demand:

(A) The Customer's Supplemental Power Billing Demand hereunder shall be equal to the Customer's Supplemental Power Contract Demand.

(B) In the event the Customer's Measured Demand exceeds the sum of the Customer's Firm Contract Demand pursuant to the Large Light and Power Rate Schedule, the Customer's contract demands under other applicable riders thereto, if any, and the Customer's Supplemental Power Billing Demand hereunder, such excess shall be treated as "Excess Demand" in accordance with Section 4(D) of the Large Light and Power Rate Schedule.

SECTION 6. Other Terms and Conditions:

(A) This Rider L-09-SP may be amended or revised by the Authority from time to time, in whole or in part, to reflect changed conditions, and when so amended or revised shall become effective as to all customers receiving service hereunder.

(B) Except as otherwise provided in this Rider, service hereunder shall be subject to all terms and conditions of the then-applicable Large Light and Power Rate Schedule.

Adopted August 24, 2009

Effective for bills rendered on and after November 1, 2009

Supersedes:

Schedule L-03-SP, Effective March 1, 2003

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
INTERRUPTIBLE SERVICE  
RIDER L-09-I

Section 1. Availability:

(A) Service hereunder, "Interruptible Power", is available to Customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-09 or its successor (hereinafter, "Schedule L"), to which this Rider L-09-I is attached and made a part of. In addition, service hereunder shall be available only to specified Delivery Points upon a prior written agreement between the Authority and the Customer with respect to each such Delivery Point, in the form of an appropriate Delivery Point Specification Sheet attached to the Service Agreement between the Customer and the Authority.

(B) In order to receive service under this Rider L-09-I, the sum of the Customer's Contract Demands under this Rider L-09-I plus the Customer's Firm Contract Demand must equal or exceed 1,000 kW.

(C) The total amount of Interruptible Power available to all customers changes from time to time and the availability of such power hereunder is strictly subject to the provisions of this Rider L-09-I, including, without limitation, Section 4 (B)(4) hereinbelow.

Section 2. Character of Service:

(A) Interruptible Power hereunder shall be electrical power and energy of the same general characteristics as described in Schedule L that (i) is in excess of Firm Power purchased by the Customer under Schedule L and Supplemental Power, if any, purchased by the Customer under Rider L-SP, and (ii) is interruptible or curtailable by the Authority in accordance with the following terms of this Rider.

(B) The Authority shall have the right, at any time or times and for any reason or reasons, to interrupt or call for curtailment of all or part of the Interruptible Power, provided that the total aggregate duration of such interruptions or curtailments, other than during System Emergencies, shall not exceed 250 hours, nor occur in more than 60 days, in any calendar year and, provided further, that the number of such interruptions or curtailments, other than during System Emergencies, shall not exceed two (2) in any calendar day nor aggregate more than twelve (12) hours in any calendar day or forty-eight (48) hours in any calendar week (Monday through Sunday). As used herein, a "System Emergency" means a condition on the Authority's system in which, in the sole judgment of the Authority's System Controller, action is required to maintain compliance with approved Reliability Standards or there is an imminent danger of deterioration of service to firm customers, voltage collapse, or damage to a part of the system. The Authority shall establish and maintain operational guidelines which shall state the conditions and circumstances under which calls for curtailments may be made. Such operational guidelines shall be published, and available for review, at the Authority's offices.

(C) When the Authority wishes to interrupt or curtail the Customer's Interruptible Power as provided herein, the Authority shall give notice thereof to the Customer by telephone or by such other means as the Authority may from time to time designate. Each such notice shall specify a demand level, which may be zero, to which the Customer's use of Interruptible Power is to be limited and the time period (hereinafter, a "Curtailment Period") to which such limitation is to apply. After receiving such a notice, the Customer shall, except as otherwise provided herein, limit the Customer's use of Interruptible Power during the Curtailment

Period to which the notice applies, to the level specified by the Authority. Each such notice shall be deemed received by the Customer if the Authority shall have issued or attempted to issue that notice.

(D) The Authority will use reasonable efforts to give as much advance notice as practicable of probable curtailments when circumstances permit. The final scheduling of curtailments by the Authority will be postponed as long as practicable in order to minimize their occurrence and duration. Each notice issued by the Authority may be withdrawn or modified prior to the beginning of the potential Curtailment Period to which it applies. Such withdrawal or modifications shall be issued to the Customer by the same means as the original notices. Notices, if and to the extent so modified, shall be deemed to establish final Curtailment Periods and demand limitations. Notices withdrawn prior to the beginning of their respective Curtailment Period shall be without any further force or effect. The Authority shall confirm final notices of curtailment by subsequent letter to the Customer as soon as reasonably practicable after the end of the respective Curtailment Periods.

(E) After a notice of curtailment shall have been issued by the Authority, the Customer shall have the right to exceed the demand limitation set forth in the notice if, and only if, (i) the Customer makes a request to do so prior to the beginning of the Curtailment Period to which the notice applies and the Authority, in its sole judgment, determines that it can supply the requested excess, and (ii) the Customer agrees to pay for such excess at the price(s) quoted by the Authority in response to such request. The Authority shall designate in writing from time to time a representative to whom such requests should be directed, and the Customer shall designate in writing from time to time a representative of the Customer who is authorized to make such requests and issue such agreements. Requests that are granted and the corresponding agreements to pay the quoted prices shall be confirmed in writing by the Authority as soon as is reasonably practicable after the corresponding Curtailment Periods have ended. Electrical power and energy purchased by the Customer pursuant to this paragraph shall be classified as "Secondary Power."

(F) All power and energy used by the Customer during an Curtailment Period in excess of the demand limitation set forth in the Authority's notice for such Curtailment Period that is not classified as Secondary Power shall be classified as Excess Power; provided, however, that the Authority shall be under no obligation whatsoever to furnish such Excess Power.

Section 3. Monthly Rates and Charges:

For all Interruptible Power provided hereunder, the monthly charge shall consist of the following charges:

(A) Interruptible Power:

For all services provided hereunder other than Secondary Power and Excess Power:

(1) Monthly Demand Charge:

- (a) All kW of Interruptible Billing Demand @ ..... \$8.11/kW
- (b) For each kW of Interruptible Billing Demand, a charge or credit, if any, determined from time to time pursuant to the Authority's Demand Sales Adjustment Clause DSC-09, or its currently applicable successor clause, if any.

(2) Monthly Energy Charge:

(a) Base Energy Charge:

On-Peak kWh @ .....\$.0575/kWh  
 Off-Peak kWh @ .....\$.0375/kWh

(b) Fuel Adjustment Charge:

For each kWh, the charge or credit per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its successor clause, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and .085, respectively.

(B) Secondary Power:

The price for Secondary Power used by the Customer in each Curtailment Period shall be the price quoted by the Authority for such power and energy as hereinabove described. Each such quotation shall be based on the Authority's reasonable best estimate of its incremental costs of supplying such Secondary Power, plus a margin of 15% not to exceed \$15 per MWh above the Authority's incremental costs.

(C) Excess Power:

The price for Excess Power used by the Customer in each Curtailment Interruption Period shall be 200% of the Authority's reasonable best estimate of its incremental cost (including opportunity costs) of supplying such Excess Power. Such incremental costs may include both demand-related and energy-related costs.

In addition, whenever the Customer shall have used Excess Power during a Curtailment Period, the provisions of Section 4(C) below shall apply.

Section 4. Determination of Demands:

(A) Interruptible Billing Demand

The Customer's Interruptible Billing Demand for each Billing Month shall be the amount, if any, by which the Customer's Measured Demand for such month, determined pursuant to Section 4(B) of Schedule L, exceeds the sum of (i) the Customer's then-current Firm Contract Demand, under Schedule L, and, (ii) the Customer's then-current Supplemental Power Contract Demand, if any, under Rider L-09-SP, provided, however, that in no event shall such Interruptible Billing Demand be (i) less than 80% of the Customer's then current Interruptible Contract Demand, nor (ii) greater than the Customer's Interruptible Contract Demand.

(B) Interruptible Contract Demand

(1) Except as otherwise provided herein, the Customer's Interruptible Contract Demand shall be the maximum amount of Interruptible Power, in kilowatts, that the Customer has requested and the Authority has agreed to supply, as evidenced in the Delivery Point Specification Sheet for which the Delivery Point that is attached to, and a part of, the Service Agreement between the Customer and the Authority.

(2) The Customer may reduce its Interruptible Contract Demand for a Delivery Point, for any twelve month period and subsequent twelve month periods, by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first period to which the notice applies; provided, however, that (i) no such reduction shall become effective before the fifth anniversary of the Service Agreement between the Customer and the Authority, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Interruptible Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Interruptible Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Interruptible Contract Demand for such year.
- (d) For the fourth and subsequent twelve month periods, the maximum reduction shall be 100% of the respective Interruptible Contract Demand(s) for such years.

Notices of such reductions in the Customer's Interruptible Contract Demand shall be irrevocable once given.

(3) The Customer's Interruptible Contract Demand, once established or reduced, may be increased only by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require additional special terms and conditions applicable to service to the Customer be included in the aforementioned new Delivery Point Specification Sheet.

(4) The total amount of Interruptible Power available for sale to all customers changes from time to time. In initially determining the amount of Interruptible Power, if any, to provide a Customer and/or in determining the amount, if any, by which a Customer's Interruptible Contract Demand may be increased, the Authority shall take into account the total amount of such Interruptible Power it reasonably expects to be available and its prior commitments for sales of such power. If, and to the extent that, the Authority thus determines it can make additional Interruptible Power available to new Customers and to existing Customers, the Authority shall do so on a first-come, first-served basis.

(C) Excess Demands

(1) In the event the Customer's use of service during any Curtailment Period exceeds the demand level established by the Authority for such Curtailment Period, the Customer's Interruptible Contract Demand shall be reduced, and the Customer's Firm Contract Demand shall be increased, by the greatest 30-minute integrated demand of such excess. In such event, such reduction and such increase each shall apply for the current Billing Month and the subsequent eleven (11) Billing Months.

(2) Notwithstanding the foregoing or any other provision of this Rider L-09-I, Schedule L, or the General Terms and Conditions attached thereto, the Authority shall be under no obligation whatsoever to supply demands in excess of the demand level established by the Authority during a Curtailment Period, and nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit the Customer's demand so as not to exceed such demand level.

Section 5. Other Terms and Conditions:

Service under this Rider L-09-I, is subject to the terms of the currently effective Schedule L, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule L-02-I, Effective April 1, 2002

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
ECONOMY POWER SERVICE  
RIDER L-09-EP

Section 1. Availability and Applicability

(A) Service hereunder, "Economy Power," shall be available to customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-09 or its successor (hereinafter, "Schedule L"), to which this Rider L-09-EP is attached and made a part of. In addition, service hereunder shall be available only to specified Delivery Points upon a prior written agreement between the Authority and the Customer with respect to each such Delivery Point, in the form of an appropriate Delivery Point Specification Sheet attached to the Service Agreement between the Customer and the Authority.

(B) In order to receive service under this Rider L-09-EP, the sum of the Customer's Contract Demands under this Rider L-09-EP plus the sum of the Customer's Firm Contract Demand and Interruptible Contract Demand must equal or exceed 2,000 kW.

Section 2. Character of Service

(A) Economy Power hereunder shall consist of the supply of electric power and energy, of the same general characteristics as described in Schedule L, that the Authority may from time to time, in its sole discretion, determine to be available from the Authority's resources (including the Authority's arrangements with other utilities) in excess of the power and energy requirements of the Authority's other customers.

(B) The Authority shall use good faith efforts to notify the Customer of the availability of Economy Power in each clock hour prior to the beginning of such hour through a means established by the Authority from time to time. With each such notification, the Authority also shall supply the Customer with a quotation of the Economy Energy Price, in cents per kilowatt hour, applicable to Economy Power during the hour to which the notification applies.

(C) In order to receive Economy Power at a Delivery Point during an hour, the Customer shall respond to the Authority's notification for such hour within a period of time, to be established by the Authority, following such notice. Such response shall include the amount of Economy Power the Customer requests and is willing to receive in the applicable hour, subject to its availability. The Authority, at its option, may respond to confirm agreement to the Customer's request or may not respond further, in which event such confirmation and agreement shall be deemed to have been given.

(D) The Authority shall use its reasonable best efforts, but shall be under no obligation whatsoever, to provide periodic estimates of the expected availability and price of Economy Power for upcoming hours and upcoming days. However, such estimates shall be estimates for preliminary planning purposes only, shall be subject to change without notice, and shall have no force or effect. To facilitate the Authority's planning and the aforementioned estimates, the Customer, at the request of the Authority, shall promptly provide the Authority with the Customer's best reasonable estimate of the Customer's requirements for Economy Power in upcoming hours and days. However, such estimates shall be for preliminary planning purposes only, shall be subject to change without notice, and shall have no force or effect.

(E) As used herein, "Scheduled Economy Energy" shall, for any hour, be the amount, if any, of Economy Power scheduled for delivery to the Customer during such hour pursuant to this Rider L-09-EP. "Delivered Economy Energy", for any hour or half-hour, shall be the amount, if any, by which the metered deliveries of power and energy to the Customer in such hour or half-hour exceed the sum of (i) the Customer's then-current Firm Contract Demand under Schedule L, (ii) the Customer's then current Supplemental Power Contract Demand, if any, pursuant to Rider L-09-SP and (iii) the Customer's then current Interruptible Contract Demand, if any, pursuant to Rider L-09-I, but in no event greater than the Customer's then current Economy Power Contract Demand hereunder.

(F) All power and energy used by the Customer during a Curtailment Period in excess of the demand limitation set forth in the Authority's notice for such Curtailment Period identified in Section 4 (B)(2) shall be classified as Excess Economy Power; provided, however, that the Authority shall be under no obligation whatsoever to furnish such Excess Economy Power.

### Section 3. Monthly Rates and Charges

Charges to the Customer for Economy Power hereunder shall be equal to the sum of (i) the Monthly Customer Charge, (ii) the Monthly Reservation Charge, (iii) the Monthly Energy Charge, and (iv) the Monthly Excess Economy Power Demand Charge, all as set forth below:

(A) Monthly Customer Charge

The Monthly Customer Charge hereunder shall be \$600.00 per month for each Billing Month.

(B) Monthly Reservation Charge

The Monthly Reservation Charge hereunder shall be equal to the Customer's Economy Power Contract Demand for such Billing Month, in kilowatts, times \$1.58 per kilowatt.

(C) Monthly Energy Charge

The Monthly Energy Charge hereunder shall be the aggregate sum of all applicable Hourly Energy Charges during the Billing Month. Each such Hourly Energy Charge shall be the sum of (1), (2), and (3) below for such hour:

- (1) the amount, if any, of Delivered Economy Energy up to the amount of Scheduled Economy Energy for the hour times the Economy Energy Price for that hour;
- (2) the amount, if any, by which the Customer's Delivered Economy Energy for the hour was less than the Customer's Scheduled Economy Energy for the hour, times 23% of the Economy Energy Price for such hour; and

- (3) the amount, if any, by which the Customer's Delivered Economy Energy for the hour exceeded the Customer's Scheduled Economy Energy for the hour, times 200% of the Economy Energy Price for the hour.

In addition, whenever the Customer shall have used Excess Economy Power during a Curtailment Period, the provisions of Section 4 (B) below shall apply.

For each hour, the aforementioned Economy Energy Price applicable to Economy Power hereunder shall be the price quoted by the Authority for the hour pursuant to Section 2 hereof. For each hour, such Economy Energy Price shall be the greater of (i) the Authority's Incremental Energy Cost, times a factor of 1.3 not to exceed \$15.00 per MWH above the Authority's Incremental Energy Cost, or (ii) the price at which the Authority could have sold such Economy Power to another utility or utilities, based on actual quotes from such other utility or utilities. Such Incremental Energy Cost shall be the Authority's best reasonable estimate of its out-of-pocket, incremental cost of producing Economy Power during such hour, as determined in accordance with usual utility practice. In no event shall the final Economy Energy Price quoted by the Authority for an hour be subject to after-the-fact adjustment.

(D) Monthly Excess Economy Power Demand Charge

The Monthly Excess Economy Power Demand Charge hereunder shall be equal to (i) the greatest 30-minute integrated kW demand of Excess Economy Power, multiplied by (ii) six (6) times the sum of the per-kW rates for the Firm Base Demand Charge and the Excess Demand Charge specified in Schedule L.

(E) Optional Energy Charge(s)

From time to time, at its sole discretion, the Authority may elect to offer customers served under this Rider pricing alternatives, which provide the customer with the opportunity to hedge its cost of energy against hourly changes in Economy Energy Price under the Economy Power Rider. The Optional Energy Charge(s) hereunder shall be set forth along with the terms and conditions of each alternative in writing. The Customer, at its sole discretion, shall have the choice of receiving any portion of Economy Energy under the Optional Energy Charge(s).

Section 4. Determination of Demands

(A) Economy Power Contract Demand

(1) The Customer's Economy Power Contract Demand for each Delivery Point shall be established initially by mutual agreement of the Authority and the Customer, as evidenced in the Delivery Point Specification Sheet for the Delivery Point that is attached to, and a part of, the Service Agreement between the Customer and the Authority.

(2) The Customer's Economy Power Contract Demand may be unilaterally reduced by the Customer, in whole or in part, such reduction to become effective at the beginning of a Billing Month specified by the Customer if, and only if, the Customer shall have provided the Authority with at least twenty-four (24) months prior written notice of such reduction. Notices of such reductions in the Customer's Economy Power Contract Demand shall be irrevocable once given.

(3) The Customer's Economy Power Contract Demand, once established or reduced, may be increased only (i) pursuant to the terms of this Rider L-09-EP, or (ii) by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require that additional, special terms and conditions applicable to service to the Customer be included in the aforementioned new Delivery Point Specification Sheet.

(B) Excess Demands

(1) The amount of Economy Power requested by the Customer in an hour shall be subject to pro rata reduction in the event the Authority determines, in its sole judgement, the aggregate amount of Economy Power so requested by the Customer and all other such customers exceeds the total amount available for such hour. In such event, the Authority shall so notify the Customer prior to the beginning of such hour, and the prorated amount requested by the Customer shall be deemed to supersede the Customer's prior request and shall be deemed to constitute the agreed-upon amount of Economy Power for delivery to the Customer's Delivery Point for that hour, unless the Customer, prior to the beginning of the hour, withdraws its request altogether after receiving such notice from the Authority.

(2) Notwithstanding any other provision of this Rider L-09-EP or Schedule L to the contrary, the Authority shall be able to call for partial or complete curtailment of receipt of Economy Power by the Customer at any time that the Authority, in its sole judgement, determines that (i) such Economy Power is no longer available and that continued use thereof by Customer will adversely affect service to the Authority's other customers and/or other utility systems with which the Authority is interconnected, or (ii) circumstances on the Authority's system and/or the systems of any other utility with which the Authority has an interchange arrangement are such that the Authority is unable to supply Economy Power at the Energy Price previously noticed by the Authority. When the Authority calls for such a curtailment, the amount of Economy Power scheduled for delivery to the Customer shall be deemed to be reduced accordingly.

(3) The Authority shall be under no obligation whatsoever to supply Economy Power in an hour in excess of the amount scheduled for delivery to the Customer as herein provided. Nothing herein shall be construed as restricting the right of the Authority to take such steps as the Authority may deem necessary, including without limitation complete interruption of service to the Customer, to limit deliveries to the Customer to the amounts so scheduled.

Section 5. Other Terms and Conditions

Service under this Rider L-09-EP, is subject to the terms of the currently effective Schedule L, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes: Schedule L-02-EP,  
Effective April 1, 2002

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
 (SANTEE COOPER)  
 L-09-EP-O  
 Economy Power Service Rider  
 Optional Energy Charge

Section 3(E) of Rider L-09-EP provides that the Authority may offer pricing alternatives to customers served under the Rider. In accordance with this provision, the Authority offers an Optional Energy Charge as set forth below.

Notwithstanding any provision of L-09-EP to the contrary, an Economy Power (EP) customer, at its sole discretion, may elect to receive its entire Economy Power Service under the following terms and conditions.

a) The monthly Reservation Charge hereunder shall be equal to the Customer's Economy Power Contract Demand for such billing month, in kilowatts, times \$2.90 per kilowatt.

b) The Hourly Energy Charge during Off-Peak Periods shall be:

(1) Base Energy Charge:

All kWh @ ..... \$0.0375/kWh

(2) Fuel Adjustment Charge:

For each kWh, the charge per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-09, or its successor clause, with "F<sub>b</sub>/S<sub>b</sub>" and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.085, respectively.

The Hourly Energy Charge during On-Peak Periods shall be determined as set forth in section 3(C) of the L-09-EP Rider, or its successor.

c) For the purposes of this pricing alternative, "Off-Peak Periods" shall consist of all time periods not designated as On-Peak Periods. Except as provided for in Sections (d) and (e) herein, "On-Peak Periods" shall normally consist of the hours specified in the following table:

<u>Season</u>	<u>On-Peak Hours</u>
Summer (May – September)	11:00 a.m. – 11:00 p.m.
Winter (January, February, November, December)	5:00 a.m. – 11:00 a.m. 5:00 p.m. – 11:00 p.m.
March, April and October	All Off-Peak

d) During the months of January February, and December, the Authority reserves the right to designate additional On-Peak hours as set forth below:

(1) When the Authority determines that its estimated system daily peak demand will be greater than 90% of the projected system peak demand for that winter season (based on the Authority's most recent load forecast), then the Authority may, at its option and with day ahead notice, designate up to twelve additional hours per day as On-Peak hours.

- (2) If the Authority, in accordance with the criteria set forth in Section (d)(1) above, finds it necessary to designate additional On-Peak hours, it will notify affected customers by 12:00 noon on the current day for the following business or non-business day(s).
  - (3) The ability of the Authority to designate additional On-Peak hours in accordance with this Section (d) shall be limited to no more than seven days per month in each of these months.
- e) During the months of March, April and October, the Authority reserves the right to designate additional On-Peak hours as set forth below:
  - (1) When the Authority projects its Incremental Energy Cost, as set forth in the Economy Power Service Rider, L-09-EP, or its successor, will equal or exceed \$55.00/MWh, then the Authority may, at its option and with day ahead notice, designate up to twelve hours per day as On-Peak hours.
  - (2) If the Authority, in accordance with the criteria set forth in Section (e)(1) above, finds it necessary to designate additional On-Peak hours, it will notify affected customers by 12:00 noon on the current day for the following day.
  - (3) The ability of the Authority to designate additional On-Peak hours in accordance with this Section (e) shall be limited to no more than seven days per month in each of these months.
- f) The Customer will continue to schedule all Economy Energy usage during Off-Peak Periods; failure to schedule may result in discontinuance of this pricing alternative by the Authority to the Customer.
- g) Unless specifically contradicted above, all other provisions of Rider L-09-EP, or its successor, remain in effect. The Authority, in its sole judgment, shall be able to call for partial or complete curtailment of receipt of Economy Power by the Customer at any time.
- h) This pricing alternative is in effect until modified or withdrawn. This pricing alternative is subject to an annual evaluation at which time it may be modified or withdrawn if circumstances warrant. This offer does not commit the Authority to future such offerings.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes:  
L-02-EP Economy Power Service Rider  
Optional Energy Charge, Effective June 1, 2003

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
LARGE LIGHT AND POWER  
STANDBY SERVICE  
RIDER L-09-SB

Section 1. Availability

(A) Service hereunder, "Standby Power", is available to those customers meeting the availability requirements of the Authority's Large Light and Power Rate Schedule L-09 or its successor (hereinafter, "Schedule L"), to which this Rider L-09-SB is attached and made a part of. In addition, service hereunder shall be available only to specified Delivery Points upon a prior written agreement between the Authority and the Customer with respect to each such Delivery Point, in the form of an appropriate Delivery Point Specification Sheet attached to the Service Agreement between the Customer and the Authority.

(B) In order to receive service under this Rider L-09-SB, the sum of the Customer's Firm Contract Demand and Interruptible Contract Demand must equal or exceed 1,000 kW.

(C) Standby Power shall be that power used to provide standby or replacement service which, in the opinion of the Authority, the Authority has available at any location, to a Customer having another source of electrical power not held solely for emergency use, or another source of electrical power for peak-shaving purposes, both for which the Authority's service may be substituted directly or indirectly.

Section 2. Character of Service

(A) Standby Power hereunder shall be electrical power and energy of the same general characteristics as described in Schedule L that (i) is in excess of Firm Power purchased by the Customer under Schedule L; Supplemental Power, if any, purchased by the Customer under Rider L-09-SP; Interruptible Power, if any, purchased by the Customer under Rider L-09-I; and Economy Power, if any, purchased by the Customer under Schedule L-09-EP, and (ii) is deemed, in the opinion of the Authority, to be available for use by the Customer.

(B) The Customer shall use its best reasonable efforts to coordinate its requirements for Standby Service with the Authority, including (but not limited to) scheduling maintenance outages of Customer-owned generation to occur at times agreeable to the Authority. In no event shall the Authority be required to supply Standby Service at times when it shall have interrupted or curtailed service to any other retail customer. In no event shall the Authority be required to supply Standby Service on more than sixty (60) days out of any twenty-four (24) consecutive months.

Section 3. Monthly Rates and Charges

The monthly charge for Standby Power shall consist of the following charges:

(A) Monthly Standby Reservation Charge

The Monthly Standby Reservation Charge hereunder shall be equal to the Customer's Standby Power Contract Demand for such Billing Month, in kilowatts, times \$2.90 per kilowatt.

(B) Monthly Standby Demand Charge

All kW of Standby Billing Demand @ ..... \$11.59 /kW

(C) Monthly Energy Charge

The Monthly Energy Charge for Standby Power Service shall be calculated by multiplying the total amount of kilowatt-hours of Standby Power delivered to the Customer during the current month by the Monthly Standby Power Energy Rate for such month. The Monthly Standby Power Energy Rate for a month shall be the sum of (i) the Authority's Average Monthly Fossil Fuel Cost Rate and (ii) the Authority's then current Non-Fuel Energy Cost, both as hereinafter defined.

The Authority's Average Monthly Fossil Fuel Cost Rate for each month shall be determined by the following formula:

$$F = 100 * (Fm/Gm) * (1/(1-K)) * (1/(1-L))$$

where:

F = Average Monthly Fossil Fuel Cost Rate in cents per kilowatt-hour, rounded to the nearest one-thousandth of a cent.

Fm = the Authority's total dollar fossil fuel cost for the current month, which shall be equal to the sum of:

- (a) the cost of fossil fuel burned or used in the Authority's own plants and the Authority's share of fossil fuel burned or used in jointly owned or leased plants as such costs are recorded in Accounts 501, 509, and 547; plus
- (b) the net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction), when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the authority to substitute for its own higher cost energy; plus
- (c) the actual identifiable fossil fuel cost associated with energy purchased for reasons other than identified in (b) above; less
- (d) the cost of fossil fuel recovered through inter-system sales including, without limitation, the fuel cost related to economy sales and other energy sold on an economic dispatch basis.

Gm = the Authority's fossil net generation, in kilowatt-hours, for the current month, which shall be equated to the sum of:

- (a) the net generation of the Authority's own fossil-fueled plants and the Authority's shares of jointly owned or leased fossil-fueled plants; plus

- (b) interchange in; plus
- (c) the fossil-generated energy purchased by the Authority other than interchange; less
- (d) the net fossil-fueled generation associated with inter-system sales referred to in Fm(d) above.

K = the Authority's allowance for capital improvements, which, for the purposes of this Rider, shall be eight and one-half percent (8.5%), expressed as a decimal fraction.

L = the Authority's allowance for transmission and distribution system losses applicable to service to the Customer, expressed as a decimal fraction.

The Authority's Non-Fuel Energy Cost shall be the rate, in cents/kWh, obtained by subtracting (a) the product of (i)  $1/(1-K)$ , where "K" is defined above, and (ii) the base fuel cost (Fb/Sb) contained in the Authority's then applicable Fuel Adjustment Clause (FAC) from (b) the Energy Charge set forth in the Authority's then applicable Large Light and Power Rate Schedule (Schedule L).

#### Section 4. Determination of Demands

##### (A) Standby Power Billing Demand

The Customer's Standby Power Billing Demand for each Billing Month shall be the amount, if any, by which the Customer's Measured Demand for such month, determined pursuant to Section 4(B) of Schedule L, exceeds the sum of (i) the Customer's then-current Firm Contract Demand, under Schedule L, (ii) the Customer's then-current Supplemental Power Contract Demand, if any, under rider L-09-SP, and (iii) the Customer's Economy Power Contract Demand, if any, under Rider L-09-EP; provided however, that in no event shall such Standby Billing Demand be greater than the Customer's Standby Power Contract Demand. Any Measured Demand exceeding the Customer's total Contract Demand for such month shall be Excess Demand in accordance with Section 4(D) of Schedule L.

If a Customer fails to satisfy the requirements of Section 2(B) above, the Authority may, at its sole option, require the Customer to pay for all Standby Billing Demand at the rate specified in Section 3(A)(2)(a) of Schedule L, until such time as the Customer satisfies the constraints of Section 2(B) above.

##### (B) Standby Power Contract Demand

(1) Except as otherwise provided herein, the Customer's Standby Power Contract Demand shall be the maximum amount of Standby Power, in kilowatts, that the Customer has requested and the Authority has agreed to supply, as evidenced in the Delivery Point Specification Sheet for which the Delivery Point that is attached to, and a part of, the Service Agreement between the Customer and the Authority.

(2) The Customer may reduce its Standby Power Contract Demand for a Delivery Point, for any twelve month period and subsequent twelve month periods, by providing prior written notice of such reduction to the Authority at least one year prior to the beginning of the first period to which the notice applies; provided, however, that (i) no such reduction shall become effective before the fifth anniversary of the Service Agreement between the Customer and the Authority, and provided further that (ii) the greatest amounts of such reductions shall be as follows:

- (a) For the first twelve month period to which such notice applies, the maximum reduction shall be the greater of 5,000 kW or 25% of the Standby Power Contract Demand for such year.
- (b) For the second succeeding twelve month period, the maximum reduction shall be the greater of 10,000 kW or 50% of the Standby Power Contract Demand for such year.
- (c) For the third succeeding twelve month period, the maximum reduction shall be the greater of 15,000 kW or 75% of the Standby Power Contract Demand for such year.
- (d) For the fourth and subsequent twelve month periods, the maximum reduction shall be 100% of the respective Standby Power Contract Demand(s) for such years.

Notices of such reductions in the Customer's Standby Power Contract Demand shall be irrevocable once given.

(3) The Customer's Standby Power Contract Demand, once established or reduced, may be increased only by mutual agreement between the Authority and the Customer evidenced by the execution of a new, revised Delivery Point Specification Sheet for the Delivery Point to which the increase is to apply. The Authority shall be under no obligation to agree to any such increase but shall give good faith consideration to each such request. In such an event, the Authority may require additional special terms and conditions applicable to service to the Customer be included in the aforementioned new Delivery Point Specification Sheet.

(4) The total amount of Standby Power available for sale to all customers changes from time to time. In initially determining the amount of Standby Power, if any, to provide a Customer and/or in determining the amount, if any, by which a Customer's Standby Power Contract Demand may be increased, the Authority shall take into account the total amount of such Standby Power it reasonably expects to be available and its prior commitments for sales of such power. If, and to the extent that, the Authority thus determines it can make additional Standby Power available to new Customers and to existing Customers, the Authority shall do so on a first-come, first-served basis.

#### Section 5. Other Terms and Conditions

Service under this Rider L-09-SB, is subject to the terms of the currently effective Schedule L, the currently effective General Terms and Conditions attached thereto, and the Service Agreement between the Customer and the Authority.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule L-96-SB, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

FUEL ADJUSTMENT CLAUSE  
(FAC)

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
FUEL ADJUSTMENT CLAUSE  
FAC-09

Applicability:

This Fuel Adjustment Clause is applicable to and becomes a part of each of the Authority's published rate schedules that so specify.

Adjustment of Bills:

Each monthly bill, computed under the appropriate rate schedule, will be increased or decreased by an amount equal to the result of multiplying the measured or used kWh by the factor F, determined as follows:

$$F = (F_m/S_m - F_b/S_b) \times (1 / 1-K)$$

Where:

1. F = Adjustment factor in dollars per kWh rounded to the nearest one-thousandth of a cent.
2. F<sub>m</sub> = Total fuel cost for the three preceding months, consisting of the costs of:
  - a. the cost of fossil and nuclear fuel burned, including the cost of allowances expensed concurrent with regulated emissions, in the Authority's own plants and the Authority's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus
  - b. the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below, plus
  - c. the net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction), when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by the Authority to substitute for its own higher cost energy, plus
  - d. the cost of fossil and nuclear fuel recovered through inter-system sales and any applicable non-firm intra-system sales (such as Economy Power, Secondary Power, Curtailable Supplemental Power), including the fuel costs recovered through economy energy sales and other energy sold on an economic dispatch basis.
3. S<sub>m</sub> = kWh sales which shall be equated for the three preceding months to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) sales referred to in F<sub>m</sub> (e) above, less (vi) average annual power supply transmission losses in decimal form times the net sum of (i), (ii), (iii), (iv), and (v) in this definition of S<sub>m</sub>.

4.  $F_b/S_b = \$0.03641$

Where:

a.  $F_b$  = Total estimated fuel cost in the base period.

b.  $S_b$  = Total estimated kWh sales for the base period.

5.  $K =$  Allowance for capital improvements and distribution losses, as set forth in each rate schedule to which this Clause applies.

Adopted August 24, 2009

Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule FAC-04, Effective September 1, 2004

**SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)**

**DEMAND SALES ADJUSTMENT CLAUSE  
(DSC)**

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
DEMAND SALES ADJUSTMENT CLAUSE  
(DSC-09)

Section 1. Purpose:

The purpose of this Clause is to credit the Authority's firm-requirements customers with appropriate shares of the demand-related or capacity-related revenues, if any, obtained by the Authority through Non-Class Sales, to the extent that such sales may not be reflected in the currently effective rates for such firm-requirements customers. As used herein, "Non-Class Sales" consist of (i) off-system, inter-utility sales, and (ii) non-firm, non-requirements, on-system sales (such as sales of Interruptible Power, Standby Power, and Supplemental Curtailable Power pursuant to the Authority's Large Light & Power Rate Schedule and the currently effective riders thereto).

Section 2. Applicability:

The Demand Sales Adjustment Clause is applicable, to and becomes a part of, all of the Authority's published rate schedules that so specify.

Section 3. Adjustment of Bills:

Each customer's current monthly bill, as computed under the appropriate rate schedule, will be decreased (or, when applicable, increased) by an amount equal to the result of multiplying (i) the appropriate rate "D" (as defined below), times (ii) either (a) in the case of each Large Light & Power ("Industrial") customer, that customer's current Firm Billing Demand and Interruptible Billing Demand, or (b) in the case of each Municipal Light & Power ("Municipal") customer, that customer's current Billing Demand, or (c) in the case of each other type of customer ("Distribution Service" customers), the total billed kWh of energy for the period to which the bill applies.

The rate D shall, for each respective customer class, be determined as follows:

$$D = (R_m - R_b) / B_m$$

Where:

- D = The adjustment rate factor, in dollars per kW for Industrial and Municipal customers and in dollars per kWh for Distribution Service customers, in each case, rounded to the nearest one-thousandth of a cent.
- R<sub>m</sub> = The total revenues from Non-Class Sales for the preceding month allocated to the customer class (Industrial, Municipal, or Distribution Service), based on the projected average twelve-month class coincident peak demand contributions for the current calendar year, as set forth in the Authority's then most recently adopted load forecast.

$R_b$  = The allocated revenues from Non-Class Sales, reflected in the currently effective rate(s) for the customer, which shall, for purposes of this Clause, be the following amounts:

- (1) For Industrial customers: \$508,000 per month beginning November 1, 2009.
- (2) For Municipal customers: \$21,000 per month beginning November 1, 2009.
- (3) For Distribution Service customers: \$553,000 per month beginning November 1, 2009.

$B_m$  = The projected total billing units for the customer class to which the adjustment rate factor,  $D$ , is to apply, for the current month, in kW for Industrial and Municipal customer classes and in kWh for Distribution Service customer classes.

Adopted August 24, 2009  
Effective for service rendered on and after November 1, 2009

Supersedes:  
Schedule DSC-96, Effective April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY  
(SANTEE COOPER)

POLE ATTACHMENT

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
POLE ATTACHMENT  
SCHEDULE PA-09

Section 1. Availability:

This Schedule is available in the retail service area of the Authority in Berkeley, Georgetown, and Horry Counties, South Carolina.

Section 2. Applicability:

This Schedule is applicable to all telephone companies, cable television and other such communication companies for the purpose of attaching their lines or cables to the Authority's distribution poles. When a telephone company and a cable company are affiliated, they shall nevertheless be treated as separate entities and will be billed separately for each attachment.

Section 3. Annual Billing Rate:

The annual charge for service hereunder shall be \$10.39 for each attachment for each year (or portion of a year).

Section 4. Payment:

Bills will be rendered annually on a net basis. All bills are due and payable at the offices of the Authority or at such other place as the Authority may designate within fifteen (15) days after the date in which the bill is mailed or otherwise rendered. If the amount is not received by said due date, the amount of the bill will be increased by the greater of fifty cents (\$0.50) or two percent (2%) or compounded monthly.

Section 5. Taxes:

Amounts for "payments in lieu of taxes," as prescribed by the Code of Laws of South Carolina §58-31-80, §58-31-90, and §58-31-100, as amended, have been included in the establishment of the above annual rate. The charges computed at the above rate also shall be subject to all other taxes, payments in lieu of taxes, franchise fees, assessments, and surcharges imposed by any governmental authority. In addition, South Carolina Sales Tax, if any, will be added to each bill unless the Customer has furnished the Authority evidence of specific exemption secured by the Customer from the South Carolina Tax Commission or its successor.

Section 6. Terms and Conditions:

In order to receive service hereunder, the Customer shall be required to enter into a contract with the Authority in the form of Attachment A hereto (General Terms and Conditions of Pole Attachment Service), which shall govern the provision of such service by the Authority and the use of such service by the Customer.

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009.

Supersedes: Schedule PA-96, April 1, 1996

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
(SANTEE COOPER)  
General Terms and Conditions  
of  
Pole Attachment Service

This Agreement made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the South Carolina Public Service Authority, hereinafter referred to as "the Authority", and \_\_\_\_\_, hereinafter referred to as the "Customer".

1. The parties hereby terminate any and all prior agreements providing for the attachment of the Customer's communication facilities to the Authority's poles.
2. Whenever during the term of this agreement the Customer wishes to install any of its wires or appurtenances upon any poles of the Authority, the Customer shall give written notice of such intention to the Authority, identifying the poles and describing the facilities it wishes to install thereon. As soon as reasonably possible after receipt of such notice the Authority shall, in writing, either consent to such installation or refuse such consent, but such consent shall not be unreasonably withheld.
3. If the Authority consents to such use, the Customer shall have the right to install and maintain its facilities on said poles at the locations and in the manner specified by the Authority, in accordance with the terms and provisions herein contained, and shall pay the annual charge contained in the Authority's Pole Attachment Schedule PA-09 or successor schedules.
4. The Customer shall provide the Authority prompt written notice of the removal of any wires and appurtenances from the Authority's poles, identifying the poles and describing the facilities removed.
5. (A) All installation, attachments, operations and maintenance of the Customer's facilities shall comply with all federal, state and local regulations, including, but not limiting the generality of the foregoing, the requirements set forth in the American National Standards, ANSI C2-1987 entitled "National Electric Safety Code" or such successor publication.

(B) In addition to paragraph (A), all employees, agents or contractors of the Customer shall comply with the following requirements:

1. Such worker shall not approach nearer than five (5) feet to any energized electric circuit.
  2. Electrical hard hats shall be worn by all workers.
  3. All ladders must have safety straps.
  4. All workers shall be properly secured while working from ladders or buckets.
  5. All workers shall be sufficiently trained by the Customer to identify electric supply circuits in order to maintain required clearances, and the Customer shall, upon request, provide the Authority a certified copy of its safety training program.
6. (A) On the first day of January of each year of the term of this agreement, the Customer shall pay to the Authority the annual charge contained in the Authority's Pole Attachment Schedule PA-09 or successor schedules for each attachment used in any way by the Customer during the preceding calendar year, or any portion thereof.

(B) The annual charge may be changed by the Authority from time to time and when so changed shall become effective at the time designated by the Authority and the annual charge for each calendar year in which there is such a change shall be prorated.

7. All of the Customer's facilities and property shall be installed, removed and maintained at the sole cost, risk and expense of the Customer. The Customer shall, at any time, at its own cost, risk and expense, upon written notice from the Authority, change, alter, improve, or renew its installations and facilities covered hereby in such manner as the Authority may direct.

Should it become necessary at any time to change the location of any of the Customer's wires, cables, or other facilities from one position to another, such work may be done by the Authority at the sole cost, risk and expense of the Customer. The Customer shall not at any time make any changes in the location of its attachments to, or in the use of, the Authority's poles or facilities, without the written consent of the Authority.

8. (A) The Customer agrees to indemnify and hold the Authority harmless from the consequences of any property loss or damage, death or personal injury whatever, accruing or suffered or sustained from or by reason of an act, neglect or default of the Customer, its agents, servants or employees, in or about or in connection with the exercise of such attachment rights, or which may, in any manner or to any extent by attributable thereto, or to the presence of any property of the Customer upon the Authority's poles and whether or not acts, neglect or defaults on the part of the Authority, its agents, servants, or employees may have contributed to such loss, injury or damage, except that the Customer shall not be held responsible under this Agreement, for any loss of life, or personal injury or property damage accruing solely from the Authority's, its agents', servants', or employees' own negligence, without fault of the Customer, its agents, servants or employees.  
  
(B) Prior to the taking of any action with respect to any claim for loss or damage sustained as a result of the joint use of poles with claim for loss or damage is covered by the provisions of this Agreement, the Authority or the Customer, as the case may be, shall immediately upon being notified of the existence of such claim, notify the other party in writing of such claim and all particulars with respect thereto. In cases in which liability for such claim would, if proven, require the Customer to indemnify the Authority under this Agreement, the Authority shall make no settlement or disposition of such claim without written approval of the Customer. Should the Customer and the Authority disagree concerning the liability for any particular claim for which the Customer would have to indemnify the Authority under this Agreement, the Customer may defend against such claim in any action at law or equity, the cost of such defense litigation to be borne solely by the Customer. The Customer's obligation to indemnify the Authority shall not arise until after final disposition by lawful authority of the liability for any claim so defended against. The Authority agrees to cooperate fully with the Customer in the defense of any such claims. Where both the Authority and the Customer dispute any claim for loss or damage arising from the joint use of poles, the Customer and the Authority agree to jointly defend against any claim for loss or damage sustained as a result of the joint use of poles, the cost of such litigation, if successful, to be borne equally by the parties.
9. The Authority makes no warranty as to its title or rights to any of the property herein referred to and only grants the rights to set out in this instrument insofar as the Authority's rights and titles extend. Nothing herein contained shall be construed as a representation or guarantee by the Authority to the Customer of permission from municipal or other public authorities or property owners for the exercise of any of the rights herein described or referred to. The Customer shall not assign, transfer, sublet or otherwise alienate any of the rights or privileges herein granted without the written approval of the Authority.
10. Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice of such intention to the other party.
11. In addition to the right of termination contained in Section 10 hereof, the Authority in its discretion may at any time or times immediately terminate the use by the Customer on any or all attachments covered by this Agreement for any of the following causes:
  - (1) Installation, maintenance, or operation of facilities by the Customer at locations or positions on the Authority's poles other than those specified by the Authority or in a manner different from that so specified.
  - (2) Installation, maintenance, or operation of facilities by the Customer, in any way impairing, endangering or otherwise adversely affecting the system of the Authority.
  - (3) Objection or prohibition by municipal or any other public authorities, or by property owners,

of or to any use of the Customer of the rights herein granted.

- (4) The failure of the Customer to comply with any of the terms or provision of this Agreement.

Upon written notice by the Authority to the Customer that any of the above listed causes has arisen, the Customer shall forthwith remove, at its own expense, all of its facilities from any pole or poles as may be directed in said notice.

12. In the event that the Authority relocates its lines or poles, on which attachments of the Customer are located, it shall give prior notice of such intention to the Customer and, at the Customer's sole expense, the Customer may reattach its facilities to the relocated poles under the same conditions in their original locations.

If the Authority wishes to remove any pole or poles because of discontinuance of use by it of all or part of a line or lines, it shall have the right to do so notwithstanding the use thereof by the Customer. Where any such pole or poles are being used by the Customer, advance notice of the removal thereof shall be given to the Customer and the Customer shall remove its attachments from said pole or poles at its own expense and make any provisions necessary for the operation of its lines in such locations without any responsibility therefore by the Authority.

In either event, should the Customer fail to remove its attachments within the ninety (90) days after notification, the Authority shall have the right to remove or cause to be removed such attachments at the Customer's expense.

13. In cases where sufficient pole space for the Customer's attachment is not available on the Authority's poles, the Customer will pay the Authority all costs for installing a new pole of sufficient height less the salvage value of the pole replaced but including the cost of removal of the replaced pole.
14. In the event of any termination of the Agreement by either party under the terms of Section 10 hereof, or any termination by the Authority of the use of any pole or poles in accordance with Section 11 hereof, or the relocation or removal of lines or poles under Section 12 hereof, if the Customer fails to remove its facilities from any or all of the Authority's poles or systems covered by this Agreement, the Authority shall have the right to remove or cause to be removed the same, and the Customer shall pay to the Authority all costs and expenses of any such removal.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized as of the date hereinabove mentioned.

**ATTEST:**

**SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ATTEST:**

**(CUSTOMER)**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Adopted August 24, 2009  
Effective for bills rendered on and after November 1, 2009

Supersedes: PA-96, April 1, 1996