

**COMMISSIONERS OF PUBLIC WORKS
GREENWOOD, SOUTH CAROLINA**

GAS SERVICE RATE SCHEDULES

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REVISION NO. 5

DEFINITIONS

As used in the GCPW *Gas Service Rate Schedules*:

“Agency Authorization Form” is a document that can be executed by a GCPW Rate G500 Customer which authorizes a Customer’s Agent to act on its behalf for nominations, imbalance resolution, and billing services relating to natural gas supply for the Customer’s account(s).

“CGT” means Carolina Gas Transmission, an interstate pipeline connected to the GCPW system.

“City Gate” means the point of delivery on GCPW’s distribution system where gas is received from the transporter’s pipeline.

“Cubic Foot” means one cubic foot (CF) of natural gas.

“CCF” means one hundred cubic feet of natural gas (100 CF)

“Customer’s Agent” means a third party that has been authorized by a GCPW Rate Code G500 customer to act on behalf of customer to schedule deliveries of gas to GCPW’s City Gate for that customer. Each Customer’s Agent must execute and be in compliance with all of the terms of the Customer Agent Agreement.

“Customer’s Agent Agreement” means an agreement between GCPW and a third party which enables the third party to act as an agent on behalf of a GCPW Rate Code G500 customer. The Customer Agent Agreement addresses issues such as creditworthiness, and management of imbalances.

“Day” and “Daily” refer to the twenty-four hour period used by Transco in its definition of “day”, currently beginning at 10:00 a.m. Eastern Time. (customers buying gas according to Rate Codes G300, G400, and G500 will be given notice of any change in the beginning time.)

“Delivery Month” means a month during which natural gas was delivered to a GCPW customer. A Delivery Month approximates a calendar month, but may vary slightly from a calendar month (a delivery month may begin before the 1st day of a calendar month, and it may end before the last day of a calendar month) due to billing considerations.

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“Firm Gas” means all gas delivered to Residential and Commercial customers under Rate Codes G100 and G200 and a daily amount equal to the customer’s MDQ plus 3% for Firm Industrial customers under Rate Code G300.

“GCPW” means the Greenwood Commissioners of Public Works.

“Imbalance Percentage” The Imbalance Percentage is the percentage calculated with the nominator being (i) the amount by which the amount consumed is greater (Short) than the amount delivered or (ii) the amount by which the amount consumed is less (Long) than the amount delivered, and the denominator being the amount delivered to GCPW’s City Gate.

“Interruptible Gas” means all gas delivered to Firm Industrial customers under Rate Code G300 during a day in excess of Firm Gas and all gas delivered to Interruptible Industrial customers under Rate Code G400.

“Long” means that a GCPW customer served under Rate Code G500 consumed less gas than was delivered to GCPW for that customer.

“General Manager” means the General Manager of GCPW.

“MDQ” means maximum daily quantity, and is expressed in MMBtu’s.

“MMBtu” means one million British Thermal Units (Btu’s) of energy.

“Operational Flow Order” (OFO) notice means that shippers on an interstate pipeline are required to balance their gas supply with their customers' usage on a daily basis, within a specified tolerance band. Shippers may deliver additional supply or limit their supply in order to match customers’ usage. If the supply isn’t balanced, shippers may incur noncompliance charges.

“Overrun Gas” means any usage of gas by a customer during a curtailment which exceeds the customer’s authorized quantity.

“Overrun Volumes” means the daily quantity of gas consumed by a customer during a curtailment which exceeds the customer’s authorized quantity.

“PDC” means the Pipeline Demand Charge, which is designed to recover the cost of transporting gas from GCPW’s receipt point to GCPW’s points of delivery (City Gate).

“PGC” means the Purchased Gas Cost which is designed to recover the cost of purchased gas incurred by GCPW in providing natural gas service to its customers.

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“Short” means that a GCPW customer served under Rate Code G500 consumed more gas than was delivered to GCPW for that customer.

“Transco” means Transcontinental Gas Pipe Line, an interstate pipeline connected to the GCPW system.

“Usage Month” means a calendar month beginning at 10:00 a.m. on the first day of the month and running until 10:00 a.m. of the first day of the next month. (This definition applies to Rate Codes G300 through G500.)

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TERMS OF SERVICE

1. In the event either GCPW, its supplier, or the customer is unable, wholly or in part, by reason of force majeure to carry out its obligations, other than to make payments for gas received, it is agreed that on giving notice of such force majeure as soon as possible after the occurrence of the cause relied on, the obligations of GCPW to the customer so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

2. GCPW shall not be deemed to have failed in its obligations to deliver gas to the customer if such failure is due to force majeure or to any event beyond GCPW's control, including, but not limited to, acts of God, breakage or failure of a pipeline or equipment or failure of a supplier or transporter to deliver gas to GCPW.

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PURCHASED GAS COST ("PGC")
TARIFF

This schedule is applicable to all gas sales under Rate Codes G100, G200 and G300. Each monthly gas bill shall be charged an amount per applicable unit of volume calculated to the nearest one-tenth of a cent. This charge is designed to recover the cost of purchased gas incurred by GCPW to provide natural gas supply service to its customers. Such amount shall be determined monthly by the following equation:

$$\text{PGC} = \text{G/S} + \text{T}$$

Where:

- G** = Gas costs projected for firm service for the current month, including gas purchased in the preceding and current month.
- S** = Projected total firm sales volumes for the current month.
- T** = The annual true-up to be applied to all projected firm gas sales volumes in the current year. The annual true-up for gas costs will be determined each July, based on actual gas costs incurred for the twelve month period ending June 30, as follows:

Actual Gas Cost Incurred During the Prior Year

Less: Gas Costs recovered from Rate Code G400

Less: Gas Costs recovered through the PGC in the prior 12 months

Equals: True-up (True-down)

Divided by: Projected Annual Firm Sales Volumes for the next 12 months

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**PIPELINE DEMAND CHARGE (“PDC”)
TARIFF**

GCPW purchases gas to serve its gas customers. The Pipeline Demand Charge is the mechanism by which GCPW recovers the costs incurred for transportation of gas to the City Gate.

APPLICABILITY

This rate schedule is applicable to and becomes a part of all of GCPW’s retail gas service rate schedules.

RATE

The monthly bill computed under the appropriate retail rate schedule will be increased or decreased as follows:

Interruptible Industrial

The Interruptible Industrial pipeline demand charge shall be calculated as (i) a winter rate, which shall be applied to each Interruptible Industrial customer’s Maximum Daily Quantity (“MDQ”) for each winter month including January, February, March, November, and December; and (ii) a summer rate, which shall be applied to each Interruptible Industrial customer’s MDQ for each summer month from April through October.

Winter Rate:

$$\begin{aligned} \text{Winter Rate:} & \quad \text{IIWPDC} = \quad (((\text{IIWSV}/\text{TWSV}) \times .2) \times \text{TWPDC})/\text{IIWMDQ} \\ \text{Summer Rate:} & \quad \text{IISPDC} = \quad (((\text{IIWSV}/\text{TWSV}) \times .2) \times \text{TSPDC})/\text{IISMDQ} \end{aligned}$$

Where:

IIWPDC is the Interruptible Industrial Winter Pipeline Demand Charge.

IISPDC is the Interruptible Industrial Summer Pipeline Demand Charge.

IIWSV is the Interruptible Industrial Winter Sales Volumes in the previous calendar year, consisting of sales in cubic feet for January, February, March, November, and December.

TWSV is the Total System Winter Sales Volumes in the previous calendar year, consisting of sales in cubic feet for January, February, March, November, and December.

TWPDC is the Total Winter Pipeline Demand Charge which is GCPW’s total estimated cost of pipeline demand charges for the winter months of the current calendar year.

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TSPDC is the Total Summer Pipeline Demand Charge which is GCPW's total estimated cost of pipeline demand charges for the summer months of the current calendar year.

IIWMDQ is the Interruptible Industrial Winter Maximum Daily Quantity, which is the sum of each individual Interruptible Industrial customer's MDQ for each winter month of the previous calendar year.

IISMDQ is the Interruptible Industrial Summer Maximum Daily Quantity, which is the sum of each individual Interruptible Industrial customer's MDQ for each summer month of the previous calendar year.

The above calculations may be adjusted to reflect the elimination or addition of customers to the customer class.

Firm Industrial

The Firm Industrial pipeline demand charge shall be calculated as (i) a winter rate, which shall be applied to each Firm Industrial customer's Maximum Daily Quantity ("MDQ") for each winter month including January, February, March, November, and December; and (ii) a summer rate, which shall be applied to each Firm Industrial customer's MDQ for each summer month from April through October.

Winter Rate:

$$\begin{aligned} \text{Winter Rate:} & \quad \text{FIWPDC} = ((\text{FIWSV}/\text{TFWSV}) \times (1-\text{IIAP}) \times \text{TWPDC})/\text{FIWMDQ} \\ \text{Summer Rate:} & \quad \text{FISPDC} = ((\text{FIWSV}/\text{TFWSV}) \times (1-\text{IIAP}) \times \text{TSPDC})/\text{FISMDQ} \end{aligned}$$

Where:

FIWPDC is the Firm Industrial Winter Pipeline Demand Charge.

FISPDC is the Firm Industrial Summer Pipeline Demand Charge.

FIWSV is the Firm Industrial Winter Sales Volumes in the previous calendar year, consisting of sales in cubic feet for January, February, March, November, and December.

TFWSV is the Total Firm Winter Sales Volumes in the previous calendar year, consisting of sales to Firm customers in cubic feet for January, February, March, November, and December.

IIAP is the Industrial Interruptible Allocation Percentage, which is 20% of the Interruptible Industrial Winter Sales Volume in the previous calendar year, divided by the Total System Winter Sales Volumes in the previous calendar year.

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TWPDC is the Total Winter Pipeline Demand Charge which is GCPW's total estimated cost of pipeline demand charges for the winter months of the current calendar year.

TSPDC is the Total Summer Pipeline Demand Charge which is GCPW's total estimated cost of pipeline demand charges for the summer months of the current calendar year.

FIWMDQ is the Firm Industrial Winter Maximum Daily Quantity, which is the sum of each individual Firm Industrial customer's MDQ for each winter month of the previous calendar year.

FISMDQ is the Firm Industrial Summer Maximum Daily Quantity, which is the sum of each individual Firm Industrial customer's MDQ for each summer month of the previous calendar year.

The above calculations may be adjusted to reflect the elimination or addition of customers to the customer class.

Residential and Commercial:

The Residential and Commercial ("R&C") Pipeline Demand Charge shall be a charge per CCF of gas which shall be calculated and applied monthly, as follows:

$$\text{RCPDC} = (\text{TMPDC} - \text{IIPDC} - \text{FIPDC})/\text{RCMSV}$$

Where:

RCPDC is the Residential and Commercial Pipeline Demand Charge for the current month.

TMPDC is the Total Monthly Pipeline Demand Charge from Transco.

IIPDC is the Interruptible Industrial Pipeline Demand Charge for the current month, which is the amount billed to Interruptible Industrial customers for pipeline demand charges in the current month, in accordance with the formula set forth above.

FIPDC is the Firm Industrial Pipeline Demand Charge for the current month, which is the amount billed to Firm Industrial customers for pipeline demand charges in the current month, in accordance with the formula set forth above.

RCMSV is the Residential and Commercial Monthly Sales Volume, in CCF, for the current month.

BILLING PERIOD

Billing Period shall be monthly.

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SPECIAL PROVISIONS

The Pipeline Demand Charge may be modified if significant circumstances arise which warrant such change.

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**RESIDENTIAL GAS SERVICE
(RATE CODE G100)**

Available to a single-family dwelling unit and individual dwelling units in apartment structures or other multi-family residential structures supplied through one meter, at one delivery point for domestic use. Housing projects to which gas service is furnished by lessee may be singularly metered and billed. This schedule is not applicable to a residence which is used for commercial, professional, or any other gainful enterprise; however, if the domestic use can be separately metered, this schedule is applicable to said metered portion of use.

RATES

Residential rates shall include a Facilities Charge, a Base Charge, a Purchased Gas Cost (“PGC”) charge, and a Pipeline Demand Charge (“PDC”).

Facilities Charge: \$10.00

Base Charge:

All usage, in CCF @ \$0.2959 per CCF.

PGC: See PGC Rate Schedule

PDC: See PDC Rate Schedule

The minimum monthly charge shall be the Facilities Charge.

The PGC charges shall be established in accordance with the PGC Rate Schedule. The PDC charges shall be established in accordance with the PDC Rate Schedule.

BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

Service under this rate schedule is subject to GCPW’s Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

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SMALL COMMERCIAL GAS SERVICE
(RATE CODE G200)

Available to any commercial or industrial customer for all natural gas uses at one location where service is taken through one meter at one point of delivery and where average weekly gas usage is less than 1000 CCF.

RATES

Commercial Rates shall include a Facilities Charge, a Base Charge, a Purchased Gas Cost (“PGC”) charge, and a Pipeline Demand Charge (“PDC”).

Facilities Charge:	\$16.75
<u>Base Charge:</u>	
First 5 CCF	@ \$0.1300 per CCF.
Next 95 CCF	@ \$0.2600 per CCF.
All over 100 CCF.	@ \$0.1800 per CCF.
PGC:	See PGC Rate Schedule
PDC:	See PDC Rate Schedule

The minimum monthly charge shall be the Facilities Charge.

The PGC charges shall be established in accordance with the PGC Rate Schedule. The PDC charges shall be established in accordance with the PDC Rate Schedule.

BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

Service under the rate schedule is subject to GCPW’s Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

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LARGE COMMERCIAL GAS SERVICE
(RATE CODE G220)

Available to any commercial or industrial customer for all natural gas uses at one location where service is taken through one meter at one point of delivery and where average weekly gas usage is greater than 1000 CCF, and less than 3500 CCF.

RATES

Commercial Rates shall include a Facilities Charge, a Base Charge, a Purchased Gas Cost (“PGC”) charge, and a Pipeline Demand Charge (“PDC”).

Facilities Charge:	\$50.00
<u>Base Charge:</u>	
First 5 CCF	@ \$0.2550 per CCF.
Next 95 CCF	@ \$0.2550 per CCF.
All over 100 CCF	@ \$0.1575 per CCF.
PGC:	See PGC Rate Schedule
PDC:	See PDC Rate Schedule

The minimum monthly charge shall be the Facilities Charge.

The PGC charges shall be established in accordance with the PGC Rate Schedule. The PDC charges shall be established in accordance with the PDC Rate Schedule.

BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

Service under the rate schedule is subject to GCPW’s Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

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FIRM INDUSTRIAL GAS SERVICE
(RATE CODE G300)

AVAILABILITY:

A commercial or industrial customer of GCPW with an average weekly usage of at least 350 MMBtu's of natural gas, principally for process steam, manufacturing purposes, or other base-load applications, and where the use of gas for space heating is only incidental, may contract for Firm Industrial Gas Service by compliance with the terms of this Schedule. This service is not available to a customer whose use of gas during the month of least consumption is less than 50% of the use of gas during the month of greatest consumption for a contract year. Such customers shall receive service under Rate Schedule G200.

CHARACTER OF SERVICE:

Service under this Rate Code G300 shall be firm service. A customer who elects to purchase gas under this Schedule shall sign an Agreement (similar in form to the attached Agreement) which shall establish the Maximum Daily Quantity ("MDQ") for which the customer is contracting on a firm basis. Firm service will be supplied up to the customer's MDQ, plus an allowance of 3%. If a customer exceeds its contracted MDQ by more than the 3% allowance, then the contracted MDQ shall be increased to the highest MDQ actually served in the month. The MDQ may be decreased once each year, effective November 1st, following a customer request, in writing, to GCPW, including justification for the decrease in MDQ. Any decreases in MDQ are subject to approval by GCPW. If the customer has additional gas requirements that will be served on an interruptible basis, the terms and conditions of such interruptible service will be as set forth in Rate Code G400.

RATES:

Service under this rate schedule shall include the following rates and charges:

A monthly **Customer Charge** equal to \$250.00; plus

A monthly **Demand Charge**, computed by multiplying the customer's MDQ by the Demand Rate, which is **\$8.00 per MMBtu**; plus

A **Distribution Charge** for the Firm Gas delivered to the customer during the Delivery Month, computed by multiplying the MMBtu's of Firm Gas delivered to the customer during the Usage Month by the Firm Commodity Rate of **\$0.40 per MMBtu**; plus

A **Purchased Gas Cost ("PGC")** charge established in accordance with the PGC Rate Schedule; plus

A **Pipeline Demand Charge ("PDC")** established in accordance with the PDC Rate Schedule.

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BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

Service under this rate schedule is subject to GCPW's Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

AGREEMENT

FIRM INDUSTRIAL GAS SERVICE

Agreement made as of the _____ day of _____, 20__ by and between the Greenwood Commissioners of Public Works ("GCPW") and _____ (the "Customer").

GCPW agrees to sell and the Customer agrees to purchase Firm Industrial Gas pursuant to GCPW's Rate Code G300, a copy of which is attached. All terms and provisions of Rate Code G300 are incorporated herein and form a part hereof just as if set forth herein. Firm service will be supplied up to the customer's MDQ plus 3%. The initial Agreement shall be for a short-year beginning with commencement of service, and ending on the next October 31, except that the Agreement shall automatically renew on each succeeding November 1 for an additional twelve month period at the last established MDQ. Either the customer or GCPW may cancel the Agreement as of October 31 by giving written notice of cancellation to the other party before October 5.

A customer may request a reduction in its MDQ once each year. Any such request shall be made by written notification to GCPW before October 5, including a justification for the requested reduction. Such request shall be subject to approval by GCPW. Following approval by GCPW, both parties shall execute an updated Agreement reflecting the revised MDQ. Any approved decreases in MDQ shall be effective on November 1st of the applicable year.

In the event the customer exceeds its existing MDQ by more than 3%, a new MDQ will be established based on the highest MDQ actually served in the billing month in which the contracted MDQ is exceeded. GCPW will provide notice to the Customer of its increased MDQ which shall be the contracted MDQ until increased or decreased in accordance with this Agreement.

It is agreed that the Customer's initial MDQ shall be _____ MMBtu's.

The effective date of this Agreement shall be _____, 20_____.

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CUSTOMER

By: _____

By: _____

Its: _____

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INDUSTRIAL INTERRUPTIBLE GAS SERVICE
(RATE CODE G400)

AVAILABILITY:

Available to commercial, industrial and institutional customers with an average weekly usage of at least 350 MMBtu's of natural gas. Customers shall demonstrate alternative or substitute fuel capabilities or shall otherwise make provisions for curtailment of gas service hereunder. If the customer has two or more late payments in a 12-month period or if GCPW has reasonable grounds to believe that the customer may not be able to meet its payment obligations, then GCPW may (i) transfer the customer to Rate Schedule G401 and/or (ii) require the customer to provide credit assurance.

CHARACTER OF SERVICE:

Gas delivered under this rate schedule shall be subject to curtailment in whole or in part after GCPW has given at least a one (1) hour notice by telephone or otherwise, except that in force majeure conditions curtailment may be instituted with less than one (1) hour's notice.

RATES:

Service under this rate schedule shall include the following rates and charges:

A monthly **Customer Charge** equal to **\$250.00**; plus

A **Gas Supply Charge** quoted to customers on a daily basis, calculated based on GCPW's estimated cost of natural gas supply procured on behalf of the interruptible customers served hereunder; plus

Distribution Charges, including:

- a) A **Demand Charge of \$9.75** per Maximum Daily Quantity served in each month; plus
- b) A volumetric charge of **\$0.40 per MMBtu** consumed during such month; plus
- c) A **Pipeline Demand Charge** developed and applied in accordance with GCPW's Pipeline Demand Charge tariff.

BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

INTERRUPTIBLE USE:

Gas will be available at all times except when, in the opinion of GCPW, a curtailment is necessary in order to supply all consumers served under firm supply and delivery rate schedules, and notice of curtailment has been given to interruptible customers. Upon

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notice of curtailment by GCPW in whole or in part, the customer must discontinue or curtail their usage of gas as provided in the curtailment order.

CURTAILMENT OVERRUN PENALTY:

If a customer under this rate schedule fails to comply with a curtailment order from GCPW, the customer shall be charged for each MMBtu of Overrun Gas used during the curtailment period at a rate per MMBtu equal to GCPW's highest priced source of gas during the curtailment period, plus the applicable transportation charge, plus a penalty charge of **\$10.00** for each MMBtu of Overrun Gas up to 50 MMBtu, and **\$25.00** for each MMBtu of Overrun Gas in excess of 50 MMBtu used during a period of curtailment.

In addition, if GCPW's General Manager and Director of Energy Supply determine that an interruptible customer's noncompliance with a curtailment order causes or contributes to GCPW incurring costs, expenses or claims which it would not have otherwise incurred, the noncompliant interruptible customer will be charged for all such costs, expenses and claims.

The General Manager may, at his discretion, waive or reduce penalty amounts based upon the customer's billing and service history. Furthermore, the General Manager has the right to place the customer's Overrun Volumes on Rate Code G300 – Firm Industrial Gas Service for a period not to exceed one year from the date of noncompliance. In addition, in the event of any further non-compliance by customer within a 12 month period following an event of non-compliance, the General Manager may, at his discretion, place the customer's entire account on Rate Code G300 – Firm Industrial Gas Service.

Service under this rate schedule is subject to GCPW's Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

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WEEKLY INDUSTRIAL INTERRUPTIBLE GAS SERVICE

(RATE CODE G401)

AVAILABILITY:

Available to commercial, industrial and institutional customers with an average weekly usage of at least 350 MMBtu's of natural gas. Customers shall demonstrate alternative or substitute fuel capabilities or shall otherwise make provisions for curtailment of gas service hereunder.

CHARACTER OF SERVICE:

Gas delivered under this rate schedule shall be subject to curtailment in whole or in part after GCPW has given at least a one (1) hour notice by telephone or otherwise, except that in force majeure conditions curtailment may be instituted with less than one (1) hour's notice.

RATES:

Service under this Rate Schedule will be based upon the following rates and charges:

A daily **Customer Charge** equal to **\$8.30**; plus

A **Gas Supply Charge** quoted to customers on a daily basis, calculated based on GCPW's estimated cost of natural gas supply procured on behalf of the interruptible customers served hereunder; plus

Distribution Charges, including:

- a) A **Demand Charge** of **\$9.75 per Maximum Daily Quantity** served in each month; plus **\$0.40 per MMBtu** consumed during such month; plus
- b) A Pipeline Demand Charge developed and applied in accordance with GCPW's Pipeline Demand Charge tariff.

Service under this rate schedule shall be billed four times each calendar month. The first three bills shall be rendered for the first three weeks of each calendar month. The last bill for the calendar month shall include services for the remaining days in the month. For purposes of billing under this Rate Schedule G401, the first bill of each calendar month shall include (i) the total Customer Charge for the month, (ii) the Demand Charge based on the Maximum Daily Quantity reached in the first week of the month and consumption for the first week, (iii) the Pipeline Demand Charge based on the Maximum Daily Quantity reached in the first week of the month, and (iv) the Gas Supply Charge. Subsequent bills in each calendar month shall include (i) the total Customer Charge for the month, plus (ii) the Demand Charge based on the Maximum Daily Quantity reached in the calendar-month-to-date and the consumption for the month-to-date, plus (iii) the Pipeline Demand Charge based on the Maximum Daily Quantity reached in the calendar-

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month-to-date, plus (iv) the Gas Supply Charge for the total month-to-date, minus (v) the previous bills rendered in the current calendar month .

BILLING:

As stated above, service under this rate schedule shall be billed four times each calendar month. Payments are to be made by electronic funds transfer, and are due in full five days following customer's receipt of the bill. If GCPW does not receive payment within such 5 day period, it may terminate service to the customer at any time 24 hours after giving written notice of termination to the customer by email or fax at the billing address.

If the customer has two or more late payments in a 12-month period, or if GCPW has reasonable grounds to believe that the customer may not be able to meet its payment obligations, then GCPW may require the customer to provide credit assurance equivalent to the highest 8 weeks of billings under this Rate Schedule G401 or the highest 2 months of billings under Rate Schedule G400 during the previous 12 month period. "Credit Assurance" means collateral in the form of either cash, letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from Standard & Poors Rating Group or A3 from Moody's Investor Services in a form reasonably acceptable to GCPW, or other security reasonably acceptable to GCPW.

INTERRUPTIBLE USE:

Gas will be available at all times except when, in the opinion of GCPW, a curtailment is necessary in order to supply all consumers served under firm supply and firm delivery rate schedules and notice of curtailment has been given to the interruptible customer. Upon notice of curtailment by GCPW in whole or in part, the customer must discontinue use of gas as provided in the curtailment order.

CURTAILMENT OVERRUN PENALTY:

If a customer under this rate schedule fails to comply with a curtailment order from GCPW, the customer shall be charged for each MMBtu of Overrun Gas used during the curtailment period at a rate per MMBtu equal to GCPW's highest priced source of gas during the curtailment period, plus the applicable transportation charge, plus a penalty charge of **\$10.00** for each MMBtu of Overrun Gas up to 50 MMBtu, and **\$25.00** for each MMBtu of Overrun Gas in excess of 50 MMBtu used during a period of curtailment.

In addition, if GCPW's General Manager and Director of Energy Supply determine that an interruptible customer's noncompliance with a curtailment order causes or contributes to GCPW costs, expenses or claims which it would not have otherwise incurred, the noncompliant interruptible customer will be charged for all such costs, expenses and claims.

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The General Manager may, at his discretion, waive or reduce penalty amounts based upon the customer's billing and service history. Furthermore, the General Manager has the right to place the customer's Overrun Volumes on Rate Code G300 – Firm Industrial Gas Service for a period not to exceed one year from the date of noncompliance. In addition, in the event of any further non-compliance by customer within a 12 month period following an event of non-compliance, the General Manager may, at his discretion, place the customer's entire account on Rate Code G300 – Firm Industrial Gas Service.

Service under this rate schedule is subject to GCPW's Rules and Regulations for gas service. This rate is effective for meter readings on and after September 30, 2013.

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EFFECTIVE DATE: **OCTOBER 1, 2013**

REVISION NO. 4

INDUSTRIAL DISTRIBUTION SERVICE
(RATE CODE G500)

AVAILABILITY:

This rate schedule is available for a commercial or industrial establishment on GCPW's gas distribution system with an average weekly usage of at least 350 MMBtu's of natural gas, principally for process steam, manufacturing purposes, or other base-load applications, and where the use of gas for space heating is only incidental. Customers shall be responsible for procurement of customer's gas supply, and for any other costs associated with the delivery of such gas to GCPW's City Gate.

CHARACTER OF SERVICE:

Service under this Rate Code G500 shall be firm delivery service. A customer who elects to purchase gas under this schedule shall sign an Agreement (similar in form to the attached Agreement) which shall specify the Maximum Daily Quantity ("MDQ") for which the customer is contracting on a firm basis. Firm delivery service will be provided up to the customer's MDQ plus 3%. Customers contracting under this Schedule must provide notice of intent to take service under this Schedule prior to August 1st of the year in which service is requested. Service under this Schedule shall begin on October 1st of the year requested and shall remain in effect for twelve months ending on September 30th of the following year (the "Contract Year"). The customer shall provide notice of termination under this Schedule by August 1st of the Contract Year. If notice is not provided, service will be extended under this Schedule for the next Contract Year.

RATES:

Service under this rate schedule shall include the following rates and charges:

A monthly **Customer Charge** equal to **\$250.00**; plus

Distribution Charges, including:

- a) A **Demand Charge** of **\$9.75 per Maximum Daily Quantity** served in each month; plus
- b) **\$0.40 per MMBtu** consumed during such month.

BILLING:

GCPW shall bill the customer monthly. Current charges are due during office hours, on or before the current due date indicated on the bill.

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SCHEDULING AND CONFIRMATION OF DELIVERIES:

By 9:00 a.m., Eastern Standard Time, on the 20th day of each month, the customer shall transmit a nomination form to GCPW (via fax or email) detailing the customer's nomination of the daily quantity of gas to be transported for the following month, along with a Customer Agent Form for the supplier. Customer shall be responsible for making all electronic nominations necessary for delivery of customer's natural gas supply through its supplier.

Once the customer makes the monthly election and nominations set forth above, any further change during the month will require GCPW's prior approval. Such changes must be submitted to GCPW (via fax or email) on the nomination form. As soon as practical, during or after the delivery month, but no later than five business days following the end of the delivery month, customer shall provide GCPW with a copy of its supplier's pipeline verification of actual quantities delivered on customer's behalf during the delivery month.

Balancing on Upstream Pipeline(s)

It shall be the customer's responsibility to comply with any restrictions, curtailments, or OFO's issued by its upstream pipelines. It is also customer's responsibility to remain in balance on a daily and monthly basis with its upstream pipeline(s) to avoid any assessment of penalties by such pipeline(s) against GCPW. If GCPW is assessed a penalty by an upstream pipeline, GCPW shall have the right to pass-through all such penalties to the customer to the extent the customer is responsible for causing GCPW to be assessed such penalties, in addition to any other penalties that may apply. If Customer's Agent fails to deliver customer's gas to GCPW City Gate during a period when the connecting pipeline has declared an Operational Flow Order ("OFO"), customer may be subject to penalties for taking unauthorized gas, in addition to any imbalance charges that may apply (as outlined below).

Monthly Imbalance Resolution

At the end of each GCPW billing month, any differences between the quantities delivered to GCPW's City Gate facilities for the account of the customer, and the monthly quantities consumed by the customer (that is, taken through GCPW's meter), shall be the customer's monthly imbalance. The Imbalance Percentage is the percentage calculated with the nominator being (i) the amount by which the amount consumed is greater (Short) than the amount delivered or (ii) the amount by which the amount consumed is less (Long) than the amount delivered, and the denominator being the amount delivered to GCPW's City Gate.

Any imbalance quantity associated with customer's account shall be cashed out as follows:

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1. If during the month the customer consumed more gas than was delivered to GCPW for the account of the customer, the customer will be “Short”, and the customer will pay GCPW for the imbalance quantity at the applicable Large Commercial Rate, multiplied by the Short Premium in the table below.
2. If during the month the customer consumed less gas than was delivered to GCPW for the account of the customer, the customer will be “Long”, and GCPW will pay customer by a credit to customer’s account for the amount of the surplus at the lowest daily cost of gas during the delivery month reported in “Gas Daily” in the column “Daily Price Survey” for (i) Transco Zone 1 (listed under “South-Corpus Christi), or (ii) Transco Zone 2 or 3, (listed under “Louisiana-Onshore South”) multiplied by the Long Discount in the table below.
3. The above cashout payments will not be required if customer’s imbalance quantity, or Agent’s total aggregated imbalance quantity, is zero.

Imbalance Percentage	Short Premium	Long Discount
> 0%, ≤ 3%	100%	100%
> 3%, ≤ 10%	115%	85%
> 10%, ≤ 15%	130%	70%
> 15%	150%	50%

Agency Authorization Form

A customer may authorize a Customer’s Agent to act on its behalf with respect to the nominations, imbalance resolution, and/or billing under this Rate Code by executing an Agency Authorization Form in the form attached to this Rate Code. In order to be considered an eligible Customer’s Agent, a third-party must execute and be in compliance with all of the terms of the Customer Agent Agreement.

To the extent that the Agent appointed by the customer is common to other customers of GCPW, GCPW will permit such Agent to aggregate all such qualifying customers’ transportation quantities for purposes of administering service to such Agent. Once the customer has designated an Agent, the Agent is then authorized to act on behalf of the customer and as such, the Agent will be considered as the customer in all corresponding

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references contained within this Rate Schedule. The customer may not change Agents within the GCPW billing month without the permission of GCPW, unless the Agent's right to conduct business has been suspended by GCPW, in which case the customer may act without an Agent or may provide written notice to GCPW of the new Eligible Agent designated by the customer.

GCPW will provide reasonable notice to customer in the event of any suspension of Customer's Agent. All Agents must utilize the electronic means made available by GCPW in order to submit nominations (such as email). GCPW may recover from customer all costs incurred in providing customer and/or its Agent access to the electronic bulletin board.

GCPW Priorities of Natural Gas Service

GCPW's priorities of service to various customer classes are shown below, in declining order of priority:

- Firm customers – Residential (served under Rate G100); Commercial (served under Rate G200); and Industrial (served under Rate G300)
- Firm Transport customers served under Rate G500
- Interruptible Industrial customers served under Rate G400

Note that GCPW Interruptible customers served under Rate G400 are interruptible on the GCPW system. Firm Transport customers are firm on the GCPW system, but deliveries to such customers are subject to customer's Agent delivering customer's gas to the GCPW City Gate; if such deliveries are not made on behalf of customer by Agent, GCPW cannot deliver gas to customer, which may create an imbalance.

Service under this rate schedule is subject to GCPW's Rules and Regulations for gas service. This rate is effective for contracts beginning September 30, 2013.

AGREEMENT

INDUSTRIAL DISTRIBUTION SERVICE

This Agreement is made as of the _____ day of _____, 20____ by and between the Greenwood Commissioners of Public Works (“GCPW”) and _____ (the “Customer”).

GCPW agrees to deliver the Customer’s natural gas supply from GCPW’s City Gate to the Customer’s point of delivery. All terms and provisions of Rate Code G500 are incorporated herein and form a part hereof just as if set forth herein. Firm Distribution Service will be provided up to the Customer’s MDQ plus 3%. This Agreement shall be in effect for the Contract Year beginning October 1, 20__ and ending September 30, 20__. This Agreement shall automatically renew for subsequent Contract Years beginning October 1st and ending the following September 30th unless either GCPW or the Customer provides written notice to the other party by August 1st of the current Contract Year.

In the event the customer exceeds its existing MDQ by more than 3%, a new MDQ will be established based on the highest MDQ actually served in the billing month in which the contracted MDQ is exceeded. GCPW will provide notice to the Customer of its increased MDQ which shall be the contracted MDQ until increased or decreased in accordance with this Agreement.

It is agreed that the Customer’s initial MDQ shall be _____ MMBtu’s.

The effective date of this Agreement shall be _____, 20__.

COMMISSIONERS OF PUBLIC WORKS

CUSTOMER

By _____

By: _____

Title: _____

Title: _____

GREENWOOD GCPW

CUSTOMER'S AGENT AGREEMENT

This Customer Agent Agreement ("Agreement") is made this ____ day of _____, 201_, by and between the Greenwood Commissioners of Public Works ("GCPW") and _____ ("Customer Agent").

WHEREAS, GCPW's natural gas transportation tariffs provide for the ability of customers receiving GCPW's transportation services to designate and utilize a third-party agent for purposes of making nominations for and delivering natural gas to GCPW on behalf of such customers and managing imbalances on the GCPW system resulting from such activities; and

WHEREAS, in undertaking such activities on behalf of GCPW's customers, such Customer Agents have the capacity to create material economic and operational risks for GCPW and its customers; and

WHEREAS, Customer Agent desires to act on Customer's behalf as a Customer Agent on GCPW's system; and

WHEREAS, GGCPW is willing to permit Customer Agent to operate on its system under the terms and conditions set forth herein and under the parameters of GCPW's approved tariffs and service regulations.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GCPW and Customer Agent agree as follows:

1. **Establishment and Maintenance of Creditworthiness.** Each Customer Agent must establish credit with GGCPW in the form of a Letter of Credit, escrow deposit, parental guaranty, or otherwise, in form and substance acceptable to GCPW, in an amount equal to or greater than the dollar value obtained by the following formula at all times:
 - The higher of Customer Agent's average daily load for the previous month or Customer Agent's First-of-Month confirmed daily nomination quantity for the new month x 3 days x (NYMEX prompt month closing price) x 1.25.

Each month, prior to nominating transactions for the first of the month business, an evaluation will be made to ensure that the established credit does not fall below the value obtained from the formula shown above. In the event that Customer Agent's established credit falls below the value obtained through application of the formula shown above, either during this monthly evaluation or at any other time, GCPW may require that the value of said Letter of Credit, escrow deposit, parental guaranty, or other form of assurance be changed at any time in order to reestablish adequate creditworthiness hereunder. In the event that Customer Agent fails to establish creditworthiness as set forth above, or fails to comply within 5 days with directions from GCPW to increase the amount of its credit instruments as provided herein, then Customer Agent's right to

conduct business on the GCPW system shall be suspended until such time as Agent shall be in compliance with the creditworthiness provisions set forth herein (including any requirements to increase said creditworthiness).

2. **Customer Agent Imbalance Restrictions.** Customer Agent shall not create a cumulative intra-month imbalance which exceeds three times Agent's aggregate First-of-Month confirmed daily nomination quantity. If this cumulative month-to-date imbalance restriction is exceeded at any time, then Customer Agent's authorization to conduct business on GCPW's system shall be immediately suspended except to the extent of transactions designed to reduce Customer Agent's cumulative month-to-date imbalance. Upon any such suspension, Customer Agent's authorization to conduct business on the GCPW system shall not be restored until such time as Agent is in full compliance with the provisions hereof and all applicable provisions of GCPW's tariffs and service regulations.
3. **Allocation of Imbalance Quantities/Penalties.** Concurrent with the submission of monthly nominations, Customer Agent shall provide GCPW with a schedule of allocated nominations for customers to be served by Customer Agent for the following month. This allocation shall serve as the basis for resolving imbalances with Customer Agent's customers, to the extent those imbalances are not resolved by Customer Agent. In the event that Customer Agent fails to submit such schedule, and further fails to resolve any monthly imbalance during the term hereof, those imbalances and any attendant penalties shall be allocated to Customer Agent's customers, *pro rata*, based upon the actual usage of each such customer during the month to which the unresolved imbalance and/or penalties is attributable.
4. **Term.** This Agreement shall become effective as of the "Effective Date" below, and shall continue in full force or effect until terminated by either party hereto upon sixty (60) days written notice.
5. **Supplemental Nature of Agreement.** This Agreement is supplemental to the provisions of GCPW's approved tariffs and service regulations, the provisions of which shall also apply to services rendered hereunder. As such, the restrictions and requirements set forth herein are cumulative in nature and in addition to any other imbalance or penalty provisions set forth in GCPW's approved tariffs and service regulations.
6. **Billing and Payment.** Billings to Agent for any amounts due hereunder, and payments by Agent on such billings, shall be made in a manner consistent with the billing and payment provisions of the underlying transportation tariffs pursuant to which service is rendered.
7. **Miscellaneous.**

A. Modification. This Agreement may not be modified or amended except by the execution of a written agreement by the parties hereto.

B. Waiver. No failure by any party to enforce this agreement with respect to any default in the performance of any of the provisions of this Agreement shall operate or be construed to operate as a waiver thereof or of any similar future default.

C. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.

D. Jurisdiction. This Agreement and the respective obligations of the parties hereto are subject to all valid laws, orders, rules and regulations.

E. Conflict of Laws. The construction, interpretation, and performance of this Agreement shall be in accordance with the substantive laws of the State of South Carolina without regard to any conflicts of laws provisions thereof.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement as of "Effective Date" below.

Customer Agent Name: _____

*Customer Agent
Contact:* _____

Contact Phone #: _____

Effective Date: _____, 20__

CUSTOMER AGENT

GREENWOOD CPW

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Greenwood CPW
AGENCY AUTHORIZATION FORM**

CUSTOMER:	
ACCOUNT NUMBER (S):	
NAME OF FACILITY:	
CUSTOMER AGENT:	
CUSTOMER AGENT CONTACT:	
PHONE #:	
EFFECTIVE DATE:	

This is to advise Greenwood CPW (GCPW) that the GCPW Customer indicated above hereby authorizes the Customer Agent indicated above to act on its behalf for Nominations, Imbalance Resolution, and Billing services relating to natural gas supply for the above-listed account(s), as of the Effective Date indicated above.

GCPW is hereby authorized to deal with the Customer Agent directly regarding Customer's account(s), and the **CUSTOMER AND CUSTOMER AGENT UNDERSTAND THAT THEY ARE RESPONSIBLE, JOINTLY AND SEVERALLY, FOR ANY AMOUNTS DUE GCPW ARISING UNDER ITS TRANSPORTATION RATE SCHEDULES, OR AGENT'S CUSTOMER AGENT AGREEMENT** which are not paid on these accounts.

Customer will provide GCPW with a revised "CUSTOMER AGENT AGREEMENT" form at least five (5) business days prior to the beginning of the billing month for the accounts designated, unless the Customer Agent's right to conduct business has been suspended by GCPW without prior notice.

CUSTOMER

CUSTOMER AGENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please submit to: Greenwood CPW
Energy Supply Department
P.O. Box 549
Greenwood, SC 29648

Or by fax to (864)942-8136