

**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
**Department of Public Utilities - Orangeburg, South Carolina**

Page 1 of 3

**Applicable:**

This rate schedule is applicable to any consumer who has entered into an Industrial Service Agreement with the Department for the transportation of natural gas through the Department's gas distribution system served from a Special Project. Customer is responsible for the delivery of gas to the Department for transportation service hereunder. Service under this Rate Schedule is not available to any Customer who takes service under the Department's Interruptible Service Gas Sales Rate Schedule (Code 3D). The Department is under no obligation to deliver to Customer on any day, quantities of natural gas in excess of receipts by the Department of gas for Customer's account. In order to receive service hereunder, the Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) of Department installed flow computer and other metering equipment. In order to obtain service hereunder, Customer and the Department shall enter into an Industrial Service Agreement which will specify the term and rates for this service.

**Term:**

This rate shall apply to all bills dated from the commencement date of the Special Project from which the customer is served until expiration date of the Special Project as defined in the Industrial Service Agreement. The commencement date of the Special Project will be the date the first customer connects to the Special Project. The expiration date of the Special Project will occur one month after the cumulative net revenues from the Special Project exceed the project cost or the term established in the Industrial Service Agreement. After the expiration date of the Special Project, customers served from that Special Project under this rate will then be served under Gas Rate 3G.

**Monthly Rate:**

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

**Distribution Charge:**

Current Code 3G Distribution Charge

PLUS

The Distribution Surcharge defined in the Industrial Service Agreement

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

**Effective: December 1, 2022**

**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
**Department of Public Utilities - Orangeburg, South Carolina**

Page 2 of 3

**Customer Service Charge:**

Current Code 3G Customer Service Charge

PLUS

The Customer Service Surcharge defined in the Industrial Service Agreement

**Minimum:**

The monthly minimum charge will be as defined in the Industrial Service Agreement.

**Receipts:**

As used herein, the term Receipts represents the volume of gas received for the account of the Department for redelivery to the Customer, less losses. Receipts in excess of the quantity of gas scheduled by Customer for delivery will be considered interruptible transportation gas.

**Deliveries:**

As used herein, Deliveries represent the volume of gas delivered by the Department to the Customer subject to this Rate Schedule. Deliveries to the customer on any day will be equal to the lesser of the quantity of gas received by the Department for the Customer's account or the metered quantity of gas delivered to the Customer. Metered deliveries on any day in excess of receipts will be used to offset any excess in receipts during the same billing month. Daily receipts by the Department in excess of metered deliveries to the Customer will be used to offset any deficiency in receipts during the same billing month, except, excess receipts may not be used to offset any deficiency which occurred on any day that the Department's system is in curtailment (Operational Flow Order). On any day when the Department's system is in curtailment, excess metered deliveries over receipts will be considered sold to Customer as Unauthorized Overrun gas.

**Balancing:**

The Customer is required to balance receipts and deliveries on a daily basis. For each billing month, any excess in receipts over metered deliveries to the customer will be purchased by the Department at 95% of the Department's average unit cost of its lowest cost supply (including associated transportation charges as adjusted for losses). Any deficiency in receipts will be purchased by the Customer at 105% of the greater of the Interruptible Gas Supply Charge or the Department's out-of-pocket cost associated with the Customer's deficiency plus the full Distribution Charge. In addition, the Customer will pay any penalty incurred by the Department attributable to the Customer's failure to balance receipts and deliveries. The Competitive Pricing Provision will not apply to any deficiency in monthly receipts.

**Scheduling:**

The Customer is responsible for the scheduling of receipts and deliveries with the Department (or the Department's agent) and with any other party that requires scheduling. The Customer must schedule receipts and deliveries with the Department 30 minutes in advance of the deadline established by any natural gas transmission entity upstream of the Department.

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**Gas Rate – Code 3R Gas Transportation Service – Special Project**  
**Department of Public Utilities - Orangeburg, South Carolina**

Page 3 of 3

**Service Character:**

Transportation service hereunder is considered as firm Transportation Gas up to the quantity of gas scheduled and received for delivery that day by the Department for Customer's account. Quantities of gas delivered by the Department in excess of the received quantity shall be considered as interruptible transportation gas. The Department, however, reserves the right to interrupt, curtail, or suspend deliveries and/or receipts under this Rate Schedule if in the sole opinion of the Department such interruption, curtailment, or suspension is required in order to protect the economic and/or operational service to the Department's firm sales customers.

Service hereunder is limited to the delivery to the Customer, by the Department, of gas received by the Department for the account of Customer. Customer assumes all responsibility in connection with the purchase of gas and the delivery of gas to the Department. The Department provides no guarantee or warranty regarding the service provided by any entity upstream of the Department.

**Unauthorized Overrun Deliveries:**

In the event that the Department's system is in curtailment, excess metered deliveries over receipts will be sold to Customer as Unauthorized Overrun gas. Unauthorized Overrun Deliveries will be subject to a daily Cost of Gas (as defined at time of curtailment), plus a \$25.00 per dekatherm penalty plus any penalty or other charges incurred by the Department attributable to Customer's failure to limit deliveries to authorized levels. The above Competitive Pricing Provision will not apply to unauthorized deliveries.

Cost Of Gas will be defined as the highest price shown among Transco points and South Louisiana-Southern Natural in the "AVG" column of the cash market price table published in the NGI Daily Gas Price Index.

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**Effective: December 1, 2022**