# SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (SANTEE COOPER) LARGE LIGHT AND POWER SCHEDULE L-17

# 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 demand93 12lt-pOLINA ty aoc( )Amch t0a 4ncch t0f C-0.00050e 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-17-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:

#### (1) Monthly Demand Charge:

(a) Base Demand Charge:

For the first 300 kW or less of Firm Billing Demand ......\$7,511.00

All Additional kW of Firm Billing Demand @ ......\$19.26/kW

(b) 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.

- (c) Excess Demand Charge:
  - (i) For each kW of the Customer's Measured Demand that is classified as Excess On-Peak Demand, a charge, in addition to the Base Demand Charge, of \$12.00/kW.
  - (ii) For each kW of the Customer's Measured Demand that is classified as Excess Off-Peak Demand, a charge equal to the Base Demand Charge.
- (d) Excess Reactive Demand Charge:

Each kVAr of Excess Reactive Demand @ ...... \$0.82/kVAr

(e) 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-17, or its currently applicable successor clause, if any.

(f) Economic Development Sales Adjustment:

For each kW of Firm Billing Demand, a credit, if any, determined from time to time pursuant to the Authority's Economic Development Sales

(b) For all energy taken during the month and classified under the Off- Peak Demand provision, an Off-Peak Energy Premium of \$0.02104/kWh shall apply. Such charge shall be in addition to the Off-Peak Base Energy Charges above.

# (c) Fuel Adjustment Charge:

For each kWh, the charge per kWh determined for the month pursuant to the Authority's Fuel Adjustment Clause FAC-17, or its currently applicable successor clause, if any, with " $F_b/S_b$ " and "K" of the formula in said clause being equal to \$0.03641/kWh and 0.09, 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) <u>Monthly Facilities Charges</u>:

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 greater of (i) On-Peak Measured Demand, or (ii) eighty percent (80%) of the Firm Contract Demand, but no greater than one hundred (100%) of Firm Contract Demand for such Billing Month. 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 Demand Provision shall refer to 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 Demands (if any) under any and all riders hereto and other rate schedules of the Authority, plus the Customer's Excess Firm On-Peak Demand (if any) during that billing month. The Customer's Off-Peak Maximum Demand shall be established at the request of the Customer 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 however, in no event shall requested demand exceed 20 percent (20%) of the sum of the Customer's Firm and Interruptible Contract Demand(s). 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, exclusive of Nominated of curtailed capacity as provided under L-17-DRB. All energy served under the Off-Peak Demand Provision shall incur charges as described in Section 3(B)(2)(b).
- (4) Firm Billing Demand, and the Off-Peak Demand Provision, as described and calculated herein, shall be exclusive of Nominated or curtailed capacity as provided under L-17-DRB, including provisions for Customer's Contract Demand(s) in Section 4 (A) (1) and Section 4 (A) (3) above.

# (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 On-Peak Demand Hours. As used herein, On-Peak Demand Hours shall refer to the same as stated in Section 5(A).
- (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 On-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

(2) The Customer's Excess Off-Peak Demand for each Billing Month shall be that portion of the Customer's Off-Peak Measured Demand for such Billing Month, if any, that exceeds the sum of the Customer's then-current Off-Peak Maximum Demand and the Excess On-Peak Billed Demand above.

(3) 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

# (B) Energy

(1) 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).

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

# Section 6. 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.

A customer may have a portion of the customer's electrical energy supplied by customerowned generation provided the customer is in compliance with Santee Cooper's then-current Standard for Interconnecting Customer-Owned Generation.

> Adopted 'HFHPEHU, 2015 Effective for bills rendered on and after April 1, 2017

Supersedes: Schedule L-16, Effective April 1, 2016

# 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

(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

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

(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

# 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

# Exhibit I

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

This Agreement made and entered in this day of, 2 between the South Carolina Public Service Authority, hereinafter referred to as "the Au, hereinafter referred to as the "Customer."	20, by uthority",	
WITNESSETH:		
That in consideration of the mutual covenants and agreements herein contained, and the Customer covenant and agree with each other as follows:	the Auth	ority

1. The Authority shall sell and deliver to the Customer, and the Customer shall purchase