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**DOCKET NO. 55356**

**IN RE: 2024-2026 REGULATED PROVIDER OF NATURAL GAS**

### **CONSENT ORDER**

WHEREAS, SCANA Energy Marketing, LLC ("SCANA Energy") is a marketer certificated to provide natural gas service in Atlanta Gas Light's ("AGL") service territory; and

WHEREAS, in response to the Request for Proposals ("RFP") issued by the Georgia Public Service Commission ("Commission"), SCANA Energy submitted an offer to serve as the Regulated Provider of natural gas, as that term is defined in O.C.G.A. § 46-4-152(14.2); and

WHEREAS, the Commission at its April 2, 2024 Administrative Session selected SCANA Energy as the winning bidder in the RFP process; and

WHEREAS, the Regulated Provider program is administered by the Commission and is a Commission program pursuant to which SCANA Energy has been selected to serve as the Regulated Provider of natural gas.

**NOW THEREFORE**, SCANA Energy shall serve as Regulated Provider under the following terms and conditions:

1. Except as otherwise expressly stated herein, the parties hereto acknowledge and agree that SCANA Energy shall serve as Regulated Provider in accordance with its December 4, 2023 Response to the Public Service Commission Natural Gas Staff's ("Staff") Request for Proposal ("Initial Response"). Failure on the part of SCANA Energy to perform in accordance with any of the representations in its Initial Response except as otherwise expressly stated herein, shall constitute a violation of this Consent Order. SCANA Energy

and Staff have agreed that should any ambiguities exist or additional clarifications be necessary, they will in good faith negotiate the necessary provisions to resolve such issues. Notwithstanding the foregoing, modifications to any provision of this Consent Order shall be agreed upon in writing by SCANA Energy and Staff and brought before the Commission for approval after due consideration of the cost impact of such modifications on SCANA Energy's operations. Except as expressly stated herein, nothing in this Consent Order shall alter SCANA Energy's rights and obligations under the Commission Orders in Docket No. 43404.

## 2. Terms of the Agreement

- 2.1 SCANA Energy shall provide service as the Regulated Provider for a period of two (2) years, beginning September 1, 2024 and ending August 31, 2026. In the event that SCANA Energy cannot provide service by September 1, 2024, it shall apply no later than August 1, 2024 to the Commission for a 30-day extension. Such application shall include a complete justification for the extension.
- 2.2 SCANA Energy shall commence accepting customers for the Regulated Provider under the provisions set forth in this Consent Order no later than September 1, 2024.
- 2.3 Pursuant to O.C.G.A. § 46-4-166(f) and notwithstanding Paragraph 2.1 and 2.4, the Commission shall annually review the performance of the Regulated Provider and take steps necessary to conduct that review. Upon the filing of a petition by SCANA, if the Commission determines, in its discretion, that such an action is in the public interest, the Commission may extend the service of the Regulated Provider for a third year or may terminate the service of the Regulated Provider after one year. Unless otherwise ordered by the Commission, SCANA Energy shall maintain the same rates, terms and conditions throughout its term as Regulated Provider. SCANA Energy may only change its rates and this Consent Order at the end of the initial two-year period if approved by the Commission.
- 2.4 At each anniversary of service, the Commission Staff and SCANA Energy may conduct a comprehensive review of the regulated provider program, to determine collaboratively if any changes are warranted to the program. Should changes be necessary, Staff and SCANA Energy may jointly file such changes with the Commission for approval. If the Staff conducts a review and proposes changes, then SCANA Energy must consider the changes and provide a response to each proposed change. The Commission shall either approve or disapprove the jointly submitted changes or, with the consent of SCANA Energy, make modifications thereto. Any interested party may file comments with the Commission that SCANA Energy and the Staff shall consider in their comprehensive review of the regulated provider program.

## 3. Rates for Group 1 Customers

### 3.1 Variable Price Option

3.11 For customers electing variable pricing, the delivered gas charge shall be priced on a variable basis to customers at a rate per therm that recovers the following:

3.111 The estimated commodity cost of gas priced monthly on a per therm basis at the monthly NYMEX settlement price plus an estimate for fuel loss of two percent (2%). Fuel loss includes all fuel loss on AGL's system allocated to the Regulated Provider.

3.112 The estimated interstate transportation costs including storage, balancing, and transportation shall be priced at \$0.25 per therm.

3.113 A cost adjustment factor to true-up and recover or allocate any differences between actual and estimated costs for the commodity cost of gas including fuel loss and the interstate transportation costs on a monthly basis as stated in Paragraphs 3.11 and 3.12. Such true-up shall be the difference between the actual commodity cost and interstate transportation costs recorded to the financial statements of the Regulated Provider and the estimated commodity cost and interstate transportation costs billed to the customers of the Regulated Provider. The actual commodity and interstate transportation costs will include any remaining over or under-collected commodity and interstate transportation costs from SCANA Energy's service as Regulated Provider between September 1, 2021 and August 31, 2024 (hereinafter "Prior Term") until all such costs are fully trued-up in this term. The true-up shall be allocated based upon the total of the Regulated Provider's Daily Supply Requirements for the month as reported in AGL's Gas Operating System plus an estimated marketer true-up volume (if applicable).

### 3.12 Actual Costs

3.121 Actual commodity costs shall include the commodity cost of gas whether at storage, index or spot market prices, and fuel loss costs on AGL's system.

3.122 Actual interstate transportation costs shall be the sum of the following:

- (1) All pipeline demand charges including firm transportation and storage demand charges;

- (2) All variable transportation charges including transportation fuel;
  - (3) All interstate storage charges including injection and withdrawal charges, injection and withdrawal fuel, other pipeline charges associated with storage usage, and any carrying cost associated with storage; and
  - (4) All interstate pipeline surcharges.
- 3.13 Within forty-five (45) days of the end of each quarter, SCANA Energy shall file monthly interstate transportation true up data and any proposed revisions to the estimated interstate transportation portion (as defined in Paragraph 3.112) of the delivered gas charge based on actual costs. The true up data shall include the calculations performed to arrive at the amount needed to be trued up. Within forty-five (45) days of the end of each month, SCANA Energy shall file monthly cost adjustment factor calculations. The Commission shall have the authority to order an adjustment to the estimated per therm interstate transportation and/or commodity cost for the purpose of truing up the difference between estimated and actual interstate transportation and/or commodity costs.
- 3.14 Any amount of accrued interstate transportation and/or commodity costs under-collected at the end of the regulated provider term shall be reimbursed from the USF within thirty (30) days of SCANA Energy's submission to the Commission of documentation that adequately demonstrates the amount of the under-collection. Any amount of accrued interstate transportation and/or commodity cost over-collected at the end of the term shall be paid into the USF within thirty (30) days of SCANA Energy's submission to the Commission of documentation that adequately demonstrates the amount of the over-collection. At the end of the term as Regulated Provider, SCANA Energy shall be made whole by payment from the USF for all interstate transportation and/or commodity costs incurred, but not collected through SCANA Energy's rates during the service term. Likewise, if SCANA Energy has over-collected these costs, the over-collections shall be paid into the USF. For purposes and application of this paragraph, calculation of any under- or over-collected amounts shall include carrying costs based on the one (1) year CD rate as published by the Business Section of the *Atlanta Journal-Constitution* on the last day of this term. Notwithstanding the foregoing, if SCANA Energy is selected as the regulated provider for the succeeding term, the Commission may order the over or under-collected commodity and interstate transportation true-up costs remaining at the end of this term to be trued-up in the succeeding term; provided, however, no carrying costs shall be included in the calculation of the remaining under- or over-collected amounts that are to be trued-up in the succeeding term.

- 3.15 The ancillary charge shall be priced at \$0.05 per therm.
- 3.16 For purposes of this Consent Order, the terms “Group 1” and “Group 2” shall mean the same as those terms are defined in O.C.G.A. § 46-4-166(a)(1) and (2), and the term “Senior Citizen” shall refer to customers’ eligibility as verified by the Department of Human Services or as defined by AGL. All Group 1 Senior Citizens electing the variable price option shall be offered a \$0.10 per therm discount off of the Group 1 variable price.

### 3.2 Fixed Price Option

All Group 1 Senior Citizens electing the fixed price option shall receive service at a \$0.10 per therm discount off of SCANA Energy’s “SCANA Fixed for 6 bills” or “SCANA Fixed for 12 bills” fixed price that is filed with the Commission pursuant to Commission Rule 515-7-3-.04(14).

Non-Senior Citizens electing the fixed price option shall receive service at a \$0.05 per therm discount off of SCANA Energy’s “SCANA Fixed for 6 bills” or “SCANA Fixed for 12 bills” fixed price that is filed with the Commission pursuant to Commission Rule 515-7-3-.04(14).

- 3.21 The term for the fixed price option shall be six (6) or twelve (12) billing cycles. If there are six (6) or more but less than twelve (12) billing cycles left in the Regulated Provider term, the term for the fixed price option shall be six (6) billing cycles or the number of billing cycles left in the Regulated Provider term. If there are less than six (6) billing cycles left in the Regulated Provider term, the term for the fixed price option shall be the number of billing cycles left in the Regulated Provider term. If the term chosen for the fixed price option is the number of billing cycles left in the Regulated Provider term, the fixed price shall be based on the “SCANA Fixed for 12 bills” fixed price as described above. A fixed price option shall be offered throughout the term of the Regulated Provider.

- 3.22 SCANA Energy may elect to use financial instruments to hedge the fixed price offerings made to Group 1 customers. Any costs related to the hedging activity and the related financial results of such hedging activity will be excluded from actual costs included in the true-up methodology for the variable price option as described in Paragraph 3.

### 3.3 Customer Service Charge

The customer service charge for all Group 1 Senior Citizens shall be \$1.50 per bill. The customer service charge for Non-Senior Citizens Group 1 customers shall be \$3.50 per bill.

### 3.4 Deposits

Group 1 Senior Citizens shall have deposits waived after confirmation of their Senior Citizen status. Group 1 deposits for Non- Senior Citizens shall not exceed \$100 or may be waived based on the customer's credit score.

### 3.5 AGL Base Charge

SCANA Energy shall recover the base charge as that term is defined in Commission Rule 515-7-6-.01(a).

## 4. Rates for Group 2 Customers

### 4.1 Variable Price Option

4.11 For customers electing variable pricing, the delivered gas charge shall be priced on a variable basis to customers at a rate per therm that recovers the following:

4.111 The estimated commodity cost of gas priced monthly on a per therm basis at the monthly NYMEX settlement price plus an estimate for fuel loss of two percent (2%). Fuel loss includes lost and unaccounted for gas on the AGL system allocated to the Regulated Provider.

4.112 The estimated interstate transportation costs including storage, balancing, and transportation shall be priced at \$0.25 per therm.

4.113 A cost adjustment factor to true up and recover or allocate any differences between actual and estimated costs for the commodity cost of gas including fuel loss and the interstate transportation costs on a monthly basis as stated in Paragraphs 4.11 and 4.12. Such true-up shall be the difference between the actual commodity cost and interstate transportation costs recorded to the financial statements of the Regulated Provider and the estimated commodity cost and interstate transportation costs billed to the customers of the Regulated Provider. The actual commodity and interstate transportation costs will include any remaining over or under-collected commodity and interstate transportation costs from the Prior Term until all such costs are fully trued-up in this term. The true-up shall be allocated based upon the total of the Regulated Providers Daily Supply Requirements for the month as reported in

AGL's Gas Operating System plus an estimated marketer true-up volume (if applicable).

4.12 Actual Costs

4.121 Actual commodity cost shall include the commodity cost of gas whether at storage, index or spot market prices, and fuel loss costs.

4.122 Actual interstate transportation costs shall be the sum of the following:

- (1) All pipeline demand charges including firm transportation and storage demand charges;
- (2) All variable transportation charges including transportation fuel;
- (3) All interstate storage charges including injection and withdrawal charges, injection and withdrawal fuel, other pipeline charges associated with storage usage, and any carrying cost associated with storage; and
- (4) All interstate pipeline surcharges.

4.13 Within forty-five (45) days of the end of each quarter, SCANA Energy shall file monthly interstate transportation true up data and any proposed revisions to the estimated interstate transportation portion (as defined in Paragraph 4.112) of the delivered gas charge based on actual costs. The true up data shall include the calculations performed to arrive at the amount needed to be trued up. Within forty-five (45) days of the end of each month, SCANA Energy shall file monthly cost adjustment factor calculations. The Commission shall have the authority to order an adjustment to the estimated per therm interstate transportation and/or commodity cost for the purpose of truing up the difference between estimated and actual interstate transportation and/or commodity costs.

4.14 The ancillary charge shall be priced at \$0.50 per therm. The ancillary charge shall be reduced to \$0.45 per therm for customers whose most recent six (6) consecutive monthly payments were made in full on or before the due date. The Group 2 customers' previous payment history from the Prior Term will carry over to this term.

4.15 All Group 2 Senior Citizens electing the variable price option shall be offered a \$0.05 per therm discount off of the Group 2 variable price.

4.2 Fixed Price Option

- 4.21 Customers electing the fixed price option shall receive service at \$0.20 above SCANA Energy's "SCANA Fixed for 6 bills" or "SCANA Fixed for 12 bills" fixed price that is filed with the Commission pursuant to Commission Rule 515-7-3-.04(14) or a price established at \$0.35 above the weighted average cost of the Regulated Provider's CSS directly assigned storage gas as of the first day of the offer month, whichever is greater.

Customers whose most recent six (6) consecutive monthly payments were paid in full on or before the due date shall be offered a \$0.05 per therm discount at the expiration of their fixed price.

The term for the fixed price option shall be six (6) or twelve (12) billing cycles. If there are six (6) or more but less than twelve (12) billing cycles left in the Regulated Provider term, the term for the fixed price option shall be six (6) billing cycles or the number of billing cycles left in the Regulated Provider term. If there are less than six (6) billing cycles left in the Regulated Provider term, the term for the fixed price option shall be the number of billing cycles left in the Regulated Provider term. If the term chosen for the fixed price option is the number of billing cycles left in the Regulated Provider term, the fixed price shall be based on the "SCANA Fixed for 12 bills" fixed price as described above.

A fixed price option shall be offered throughout the term of the Regulated Provider. These terms are applicable to all Group 2 customers. The Group 2 customers' previous payment history from the Prior Term will carry over to this term.

- 4.22 All Group 2 Senior Citizens electing the fixed price option shall be offered a \$0.05 per therm discount off of the Group 2 fixed price.
- 4.23 SCANA Energy may elect to use financial instruments to hedge the fixed price offerings made to Group 2 customers. Any costs related to the hedging activity and the related financial results of such hedging activity will be excluded from actual costs included in the true-up methodology for the variable price option as described in Paragraph 4.
- 4.24 SCANA Energy will offer a Military discount of \$0.03 per therm to Group 2 Non-Senior variable and fixed customers who are active, reserve, retired and disabled service members, veterans and their spouses/partners. Customers receiving the Military discount are still eligible for the six (6) consecutive months' payment reductions.

### 4.3 Customer Service Charge

The customer service charge for Group 2 Senior Citizens shall be \$8.50 per bill. The customer service charge for Group 2 Non-Senior Citizens shall be \$8.95 per bill. The customer service charge for a variable rate Senior Citizen whose most recent six (6) consecutive monthly payments were paid in full on or before the due date shall be reduced to \$6.50 per bill. The customer service charge for a fixed rate Senior Citizen whose most recent six (6) consecutive monthly payments were paid in full on or before the due date shall be reduced to \$6.50 at the expiration of their fixed price contract. The customer service charge for a variable rate Non-Senior Citizens whose most recent six (6) consecutive monthly payments were paid in full on or before the due date shall be reduced to \$6.95. The customer service charge for a fixed rate Non-Senior Citizen whose most recent six (6) consecutive monthly payments were paid in full on or before the due date shall be reduced to \$6.95 per bill at the expiration of their fixed price contract. The reductions in this paragraph shall take effect and be reflected on the next bill following the receipt of the six (6) consecutive timely monthly payments. The Group 2 customers' previous payment history from the Prior Term will carry over to this term.

#### 4.4 Deposits

Group 2 deposits shall not exceed \$150. Group 2 Senior Citizens shall have deposits waived after confirmation of their Senior Citizen status; provided, however, those Senior Citizens reconnecting service after disconnection shall pay a reduced deposit of \$100.

#### 4.5 AGL Base Charge

SCANA Energy shall recover the base charge as that term is defined in Commission Rule 515-7-6-.01(a).

### 5. Terms and Conditions for Group 1 Customers

Beginning on September 1, 2024, the first day of this Regulated Provider term, SCANA Energy shall serve Group 1 customers pursuant to the terms and conditions and disclosure statement attached hereto as Exhibit A and Exhibit B, respectively.

If the account of any Group 1 customer becomes past due, SCANA Energy shall offer the customer a reasonable Group 1 payment arrangement prior to initiation of disconnection unless such customer has failed to honor a previous payment arrangement consistent with the Terms and Conditions approved by the Commission pursuant to this Paragraph 5 of the Consent Order. SCANA Energy shall not charge any late fees on payments made pursuant to payment arrangements.

All Group 1 customers shall receive an additional 30 days over what is required by Commission rules before they become eligible for service disconnection.

6. Terms and Conditions for Group 2 Customers

Beginning on September 1, 2024, the first day of the term, SCANA Energy shall serve Group 2 customers pursuant to the terms and conditions and disclosure statement attached hereto as Exhibit C and Exhibit D, respectively.

If the account of any Group 2 customer becomes past due, SCANA Energy shall offer the customer a reasonable Group 2 payment arrangement prior to initiation of disconnection unless such customer has failed to honor a previous payment arrangement consistent with the Terms and Conditions approved by the Commission pursuant to this Paragraph 6 of the Consent Order. SCANA Energy shall not charge any late fees on payment arrangements.

7. Terms and Conditions for Transfer from Group 2 to Group 1

7.1 A residential customer who initiated service in Group 2 will be transferred from Group 2 to Group 1 upon SCANA Energy receiving confirmation of the customer's income eligibility if the customer's account is in good standing.

For a Group 2 Senior Citizen, an account in good standing means that the customer has paid in full the Group 2 balance (if applicable) and the Group 1 balance.

A Group 1 Non-Senior Citizen who established service in Group 2 in accordance with SCANA Energy's Terms and Conditions will be transferred from Group 2 to Group 1 if the customer's account is in good standing. For a Group 2 Non-Senior Citizen, an account in good standing means that the customer has paid in full the Group 2 balance (if applicable) and the Group 1 balance (if applicable).

7.2 SCANA Energy shall provide a distinguishable bill message to any Group 2 customer that the customer has been moved to Group 1.

7.3 For each Group 2 customer who has made five (5) months of consecutive timely payments in full, SCANA Energy shall notify the Group 2 customer at this milestone that the customer will be eligible for service with SCANA Energy Deregulated after six (6) months of consecutive timely payments in full.

For each Group 2 customer who has made six (6) months of consecutive timely payments in full, SCANA Energy shall send a notice of such eligibility. SCANA Energy may also notify the Group 2 customers at other milestones in addition to those referenced in this paragraph.

Group 2 customers who choose to be switched to SCANA Energy Deregulated will be offered SCANA Energy's deregulated price offerings that are filed with the Commission pursuant to Commission Rule 515-7-3-.04(14). At such time as the

deregulated service offer is made, the notice referenced in this paragraph shall also include a statement that the Group 2 customer has the right to seek service from any certificated marketer at any time. Notwithstanding the foregoing, a Group 2 customer on a fixed rate plan will be subject to an exit fee if the customer switches to deregulated service with a provider other than SCANA Energy prior to the end of such fixed rate plan. The payment history of each Group 2 customer from the Prior Term shall carry over to this term.

In the event SCANA Energy makes the decision to permit a customer to be eligible to receive deregulated service from SCANA Energy after fewer than six (6) months of consecutive timely payments, SCANA Energy shall provide notice to the customer of this eligibility on the next monthly bill that is issued after the decision is made.

8. SCANA Energy shall work with the Commission Staff (and with AGL on issues relevant to AGL) to resolve any technical, financial, customer service, supply, or educational issue related to the Regulated Provider Program and shall provide any available documentation or other information requested by the Commission Staff in monitoring any aspect of the Regulated Provider program.
9. Any accrued costs shall be reimbursed by the new Regulated Provider. For purposes of this paragraph, “accrued costs” shall mean those actual costs related to gas supply activities incurred by SCANA Energy in the performance of its duties as Regulated Provider that were not recovered by SCANA Energy as a result of a transition to a new Regulated Provider and the transfer of Regulated Provider customer billing responsibilities. Gas supply activities shall refer to storage, transportation, reservation, delivery and the AGL invoice process including marketer true-up. Any incumbent Regulated Provider owned storage volumes associated with the operation of the Regulated Provider shall be purchased on an agreed upon date by the new Regulated Provider at the incumbent Regulated Provider’s Weighted Average Cost of Gas (WACOG) at the end of the Term. If SCANA Energy is selected as the regulated provider for the succeeding term, the under-collected commodity and interstate transportation true-up costs remaining at the end of this term shall be true-up in the succeeding term.
10. Compliance with Commission Rules
  - 10.1 SCANA Energy shall comply with all Commission rules and regulations applicable to the Regulated Provider.
  - 10.2 SCANA Energy, as Regulated Provider, shall abide by the rules and regulations governing marketers with the following exceptions:
    - 10.21 SCANA Energy shall be granted a waiver from Commission Rules 515-3-3-.01(d), Reasons for Disconnection, to the extent that SCANA Energy may

disconnect Group 2 customers prior to forty-five (45) days after the date of the bill. SCANA Energy shall not submit a Shut Off for Non-Payment (“SONP”) sooner than five days after the due date on the bill.

SCANA Energy shall be granted a waiver from Commission Rule 515-7-6-.02(a)(1), Service Quality Standard for Billing Rule, to the extent that SCANA Energy may require payment from Group 2 customers sooner than twenty (20) days.

- 10.22 SCANA Energy shall be granted a waiver from Commission Rule 515-7-5-.10, Hearing Procedures, to the extent that SCANA Energy shall receive monies from the Universal Service Fund (“USF”) for its service of customers of the Regulated Provider pursuant to the terms and conditions of this Consent Order.
- 10.3 SCANA Energy shall notify Group 2 Senior Citizens of the reduction to the customer service charge, as contemplated by Paragraph 3.3 of this Consent Order. The notification shall precede the bill on which the reductions would take effect.
- 10.4 SCANA Energy shall be bound by Commission rules and regulations promulgated after the date of this Consent Order, except for modifications to those rules waived pursuant to Paragraph 10.2. SCANA Energy reserves the right to apply for waivers of such rules and regulations.

## 11. Customer Education

- 11.1 SCANA Energy shall work with the Department of Human Services (DHS) in assisting the DHS in qualifying customers that may be eligible for service from the Regulated Provider. SCANA Energy commits to maintaining a dedicated toll-free number for the DHS and its affiliated county agencies to provide information necessary for DHS to qualify customers.
- 11.2 SCANA Energy shall notify eligible customers of various energy saving measures, payment and program options, resources available to provide a broad range of assistance and other issues relevant to the Regulated Provider program in conformity with the methods stated in its Initial Response.
- 11.3 SCANA Energy will provide educational programs to consumers at places such as Senior Citizens centers, churches, and other organizations with outreach capabilities. The program will include, but is not limited to, the following topics: consumer rights, customer options, how to transition from Group 2 regulated to deregulated, how to read a bill, the roles of marketers and AGL, and energy savings. SCANA Energy’s Staff will present these programs in addition to the ongoing initiatives with DHS and the Community Action Agencies.

- 11.4 SCANA Energy shall provide training for its customer service representatives specifically for responding to questions and complaints from customers of the Regulated Provider.

## 12. Late Payment Fees, Surcharges, and Other Assessments

- 12.1 The maximum late payment fee that SCANA Energy may apply shall be \$10 or 1.5% of the past due balance, whichever is greater, to any unpaid balance of \$30 or more.
  - 12.2 The maximum reconnect fee that SCANA Energy may charge shall be \$50 including any AGL charges if the customer has been disconnected for non-payment.
  - 12.3 The maximum that SCANA Energy may charge shall be \$35 for any payment(s) delivered or ordered by a customer that is dishonored or returned unpaid by a financial institution. In no instance shall SCANA Energy charge more than \$35 per payment delivered or ordered by a customer.
  - 12.4 SCANA Energy may pass on any AGL charges assessed to the Regulated Provider for services provided to the Regulated Provider's customers.
  - 12.5 SCANA Energy must obtain approval from the Commission prior to assessing any fee, surcharge or other assessment to any of its Group 1 or Group 2 customers, that is in excess of or in addition to any of the charges stated in this section.
13. SCANA Energy shall accept payments from any social service agencies on behalf of low-income customers.
  14. SCANA Energy shall reconnect (re-establish service within ten (10) days of the SONP) a customer who qualifies for LIHEAP assistance even if the assistance is not sufficient to pay the entire debt, except that SCANA Energy shall not be obligated to reconnect a customer if there is evidence of abuse or deceit on the part of the customer. SCANA Energy may require the customer to agree to a reasonable payment arrangement. SCANA Energy shall notify the Commission in a timely manner of any instance in which, based on evidence of abuse or deceit, it intends to deny a request for reconnection from a customer who qualifies for LIHEAP.
  15. If a refund is granted to a Group 1 or Group 2 customer who has been over billed base charges by AGL, SCANA Energy shall apply the credit to the account within sixty (60) days. If SCANA Energy becomes aware that a customer has been over billed base charges, the customer will be ineligible for SONP, until a credit for the over billed base charge has been applied to the account.

## 16. Universal Service Fund.

Paragraph 16 and its subparagraphs apply exclusively to Group 1 customers.

- 16.1 SCANA Energy shall receive one-twelfth (1/12) of \$57, or \$4.75, per Group 1 customer per month for bad debt recovery. For USF disbursement purposes, the Group 1 monthly customer count shall be verified by reference to the following: (1) the Group 1 total customer count filed monthly by SCANA Energy in Paragraph 18.1(1), (2) the Group 2 customer count filed monthly in Paragraph 18.1(2), and (3) the monthly AGL market share customer count filed each month with the Commission. If the Group 1 and Group 2 numbers reported by SCANA Energy total the combined AGL market share customer count, then the Group 1 customer count for that month will be considered accurate for USF disbursement purposes. Commission approval shall be necessary prior to payment being made to the Regulated Provider for bad debt recovery. The Commission retains the right to audit the customer counts for both the Group 1 and Group 2 utilizing the records of the Regulated Provider, the electing distribution company, and/or DHS and any other relevant information or documentation. Upon Commission approval, payment shall be made to SCANA Energy in accordance with the terms of this Consent Order and the customer counts filed by SCANA Energy.
- 16.2 Consistent with Paragraph 18.1, the customer counts used in these payments shall be the counts reported to the Commission by SCANA Energy on a monthly basis, as verified by AGL's monthly filings, and such payment shall be paid within thirty (30) days of the Commission order approving the disbursement request.
- 16.3 SCANA Energy shall file with the Commission on a quarterly basis within forty-five (45) days of the end of the quarter documenting the actual amount of accounts receivable more than ninety (90) days past due, and any amount of money that has ultimately been recovered through its own initiative or through the actions of a third-party in collecting accounts previously written off. The filing shall also include the percentage of total revenue the above amount of accounts receivable represents for the quarter.
- 16.4 SCANA Energy shall utilize the collection process to recover bad debt as set forth in Section III. B of its Initial Response.

## 17. Customer Service

- 17.1 Qualification as a Group 1 customer is processed by DHS. Such customers who have been qualified as a Group 1 customer shall remain qualified until such time as a process to re-qualify such customers is developed and implemented. SCANA Energy shall work in good faith with the Commission Staff, DHS, and the

Community Action Agencies to effect the development and execution of this process.

- 17.2 In order for SCANA Energy to share the customer account information of a Regulated Provider customer with designated Community Action Agency representatives, SCANA Energy must receive the customer's written permission. Once that written permission is received, SCANA Energy shall work with the designated Community Action Agency representative to resolve the questions and complaints of the individual Group 1 or Group 2 customers. For the purposes of this paragraph, a facsimile copy of the "Application for Energy Assistance" that states that the Regulated Provider customer has authorized release of home energy supplier records shall constitute adequate written permission. SCANA Energy and the Community Action Agencies and/or DHS shall be authorized to implement additional procedures that would constitute adequate permission by the customer for these agencies to discuss a customer's account with SCANA Energy. Prior to implementation, SCANA Energy shall file any such additional procedure with the Commission. Any such procedure will be presumed valid, unless the Commission expressly rejects it.
- 17.3 SCANA Energy shall maintain at least ten (10) customer service representatives trained specifically for responding to calls from Community Action Agencies and DHS.

#### 18. Payment Methodology and Reporting Requirements

- 18.1 In order to receive payments from the USF, SCANA Energy shall file the following information with the Commission no later than the 5<sup>th</sup> of each month:
- (1) The number of Group 1 customers;
  - (2) The number of Group 2 customers; and
  - (3) SCANA Energy's Requests for disbursements, calculated pursuant to Paragraph 16.1, from the Universal Service Fund.
- 18.2 SCANA Energy shall file with the Commission on a monthly basis within 45 days after the end of each month the following information:
- (1) The number of Group 1 and Group 2 customer accounts that are over ninety (90) days overdue and the dollar amount of the overdue accounts with the year-to-date total provided separately for Group 1 and Group 2;
  - (2) The number of Group 1 and Group 2 customer accounts that SCANA Energy has sent to collections and the dollar amount recovered through collection efforts with the year-to-date total provided separately for Group 1 and Group 2;

- (3) The number of Group 1 and Group 2 accounts that SCANA Energy has written off, the dollar amount written off and the year-to-date total provided separately for Group 1 and Group 2;
- (4) The number of customers that have been transferred from Group 1 to Group 2 for each month;
- (5) The number of customers that have been transferred from Group 2 to Group 1 for each month; and
- (6) The number of customers that have been shut off for non-payment for each month provided separately for Group 1 and Group 2.

18.3 SCANA Energy shall file with the Commission the following information on a quarterly basis within forty-five (45) days of the end of the quarter:

- (1) An income statement format that breaks out by month and by customer group the operations of SCANA Energy's Group 1 and Group 2 activities. SCANA Energy will file this information with the Commission on a CD-ROM with an active spreadsheet;
- (2) Reserve account information disclosing the full activity between actual bad debt, collections and write-offs. SCANA Energy will file this information with the Commission with a CD-ROM with active spreadsheet; and
- (3) The assumptions and calculations for the bad debt expense for each month during the quarter and the amount of receivables over ninety (90) days as a percentage of total revenue.

#### 19. Responsiveness to Commission Staff

19.1 SCANA Energy shall provide a written acknowledgement to all Commission Staff email requests within 48 hours. An email will be adequate for a written acknowledgement. SCANA Energy shall provide a written solution within five (5) business days of the Commission Staff email request. However, if the issue is especially complex such that additional time is required, then SCANA Energy will notify the Commission Staff within five (5) business days of the initial request to advise an extension is required.

19.2 Upon request, SCANA Energy shall disclose to the Commission its pricing methodology for the Regulated Provider to enable the Commission Staff to independently calculate the prices for Group 1 and Group 2 customers.

20. Information related to the Regulated Provider program shall be public record, unless SCANA Energy demonstrates that public disclosure of the information would competitively disadvantage its activities as a certified natural gas marketer as specified in Commission Rule 515-3-1-.11.

\*\*\*\*\*

**WHEREFORE IT IS ORDERED**, that SCANA Energy shall provide service as the Regulated Provider, pursuant to the terms and conditions set forth in this Consent Order for a period of two (2) years, beginning September 1, 2024 and ending August 31, 2026.

**ORDERED FURTHER**, that SCANA Energy shall file with the Commission for approval Standard Terms and Conditions for Customers of a Regulated Provider within ten (10) days of the date of this Consent Order.

**ORDERED FURTHER**, that all findings, conclusions and decisions contained within the preceding sections of this Order are adopted as findings of fact, conclusions of law, and decisions of regulatory policy of this Commission.

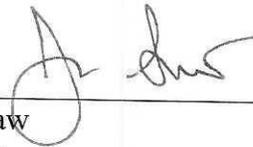
**ORDERED FURTHER**, that jurisdiction over this proceeding is expressly retained for the purpose of entering such further order or orders as this Commission may deem proper.

**ORDERED FURTHER**, any motion for reconsideration, rehearing, or oral argument shall not stay the effectiveness of this order unless expressly ordered by the Commission.

The above by action of the Commission in Administrative Session on the 6<sup>th</sup> day of August, 2024.



Sallie Tanner  
Executive Secretary



Jason Shaw  
Chairman

8-14-24  
Date

8-14-24  
Date

# EXHIBIT A

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

STATE OF GEORGIA

IN RE:           Application of SCANA Energy Marketing, LLC )           Docket No. 55356  
                  for a Natural Gas Certificate of Authority        )

SCANA ENERGY MARKETING, LLC D/B/A SCANA ENERGY  
TERMS AND CONDITIONS FOR GROUP 1 - LOW-INCOME REGULATED  
PROVIDER CUSTOMERS

These Terms and Conditions with the Disclosure Statement outline the agreement between you and SCANA Energy Marketing, LLC d/b/a SCANA Energy ("SCANA Energy" or "We" or "Us") for your natural gas service. This agreement is subject to the Natural Gas Consumers Relief Act and other laws and regulations of the Georgia Public Service Commission ("Commission") applicable to natural gas service.

**Eligibility:** Customers are qualified for Group 1 if they meet the definition of "low-income" as established by the Department of Human Services.

**How to Sign Up**  
Call 1.866.245.7742

A credit check using a standard industry scoring methodology will be performed before your new service is established. Based on the results of the credit check, you may be assessed a deposit not to exceed \$100 or have deposit requirements waived. The credit check may also be used to verify your identity. Deposits will be waived for senior citizens who have been verified by the Georgia Department of Human Services (DHS) or as defined by Atlanta Gas Light (AGL).

Your deposit plus accrued interest, if applicable, will be refunded to your account within sixty (60) days if all bills have been paid in full and on time as indicated on your monthly bills for a period of six (6) consecutive months, or you have the option to request a check for your applied deposit refund. If you change marketers or discontinue service, your deposit, less any outstanding balance with SCANA Energy, will be refunded within sixty (60) days. Any deposit held six (6) months or longer will accrue applicable interest.

**Right of Rescission**

A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting SCANA Energy.

The cancellation will be deemed timely if you contact us within three (3) days of receiving materials or notice. You can contact us by telephone, e-mail, or U.S. mail. If the contact is by U.S. mail, it must be postmarked by the third day following receipt of materials or notice.

**Connection Fees**

When establishing service with the Regulated Provider, a connection fee will be assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to \$25 will be charged, in addition to any fees assessed by AGL.

## EXHIBIT A

### **AGL Switching Fee**

Customers who have already switched marketers within the last twelve (12) months may incur an AGL switching fee of \$7.50.

### **Bill Components**

Your natural gas bill will be comprised of the following charges:

#### **Atlanta Gas Light (AGL) Pass-Through Charges**

The AGL Pass-Through Charge is a regulated charge from the utility that is billed through each gas marketer. SCANA Energy bills the full pass-through charge regardless of the number of days of service.

#### **Natural Gas Consumption Charges**

The natural gas consumption charge does not include state and local taxes or charges imposed by AGL. The methodology for calculating natural gas consumption charges for each plan is described below.

#### **Variable Price Option**

The variable price is subject to change monthly based on market conditions. For customers electing this plan, the natural gas consumption charge will be calculated using the variable price in effect on the first day of the billing cycle multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

Senior citizens will receive a \$0.10 per therm discount off the Group 1 variable price that is filed with the Commission.

#### **Fixed Price Option**

Customers electing the fixed price option will receive service at \$0.05 per therm below SCANA Energy's "SCANA 6 Month Fixed" or "SCANA 12 Month Fixed" price that is filed with the Commission. The term for the fixed price option will be six (6) or twelve (12) billing cycles. If there are six (6) or more but less than twelve (12) billing cycles left in the Regulated Provider term, the term for the fixed price option will be six (6) billing cycles or the number of billing cycles left in the Regulated Provider term. If there are less than six (6) billing cycles left in the Regulated Provider term, the term for the fixed price option will be the number of billing cycles left in the Regulated Provider term. If the term chosen for the fixed price option is the number of billing cycles left in the Regulated Provider term, the fixed price will be based on the "SCANA 12 Month Fixed" price. A fixed price option will be offered throughout the term of the Regulated Provider. All Group 1 senior citizens, electing the fixed price option, will be offered a \$0.10 per therm discount off SCANA Energy's "SCANA 6 Month Fixed" or "SCANA 12 Month Fixed" price that is filed with the Commission. The natural gas consumption charge will be calculated using the fixed price multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. SCANA Energy uses billing cycles to determine the length of a fixed rate plan term. You may receive an initial bill for less than a complete billing cycle. Exiting a fixed rate plan early carries an early termination fee in addition to any balance due regardless of how long you have participated in the fixed rate plan. Your early termination fee is outlined in the Disclosure statement.

You will not be charged an early termination fee if you are terminating service to relocate to another premise where a fixed rate is not offered by SCANA Energy, or if you are a low-income residential customer seeking service from the regulated provider for the first time.

## **EXHIBIT A**

Prior to the expiration date of your fixed rate plan, or whenever we propose to change our terms of service in any type of agreement, you will receive advance written notification, or notification by way of your preferred method of communication. We will explain your options in the advance notification, including your opportunity to choose another natural gas provider.

### **Customer Service Charge**

You will be assessed a fixed charge per bill to cover administrative expenses. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service. The customer service charge is \$3.50. The customer service charge for senior citizens is \$1.50.

### **Taxes**

You are responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority with respect to services rendered. The prices quoted do not include state and local taxes.

### **Billing and Collection**

SCANA Energy will invoice you monthly. Payment is due by the payment due date. In the event payment is not received by the due date, a \$10 or 1.5% late charge, whichever is greater, will be applied to unpaid balances of \$30 or more.

We will not send estimated bills when actual meter readings are available and will not send estimated bills more than two (2) consecutive months.

There is a \$35 charge for any payment that is dishonored or returned unpaid by a financial institution. If two (2) payments are dishonored or returned unpaid by your financial institution within a twelve (12) month period, your account will become a cash-basis account, meaning you will be required to pay your account by cash, cashier's check or money order. If your account becomes a cash-basis account, SCANA Energy reserves the right to discontinue any of the electronic payment services being made available to you. This should not affect your ability to view the status of your account.

After a twelve (12) month period with no payments dishonored or returned unpaid, the cash basis designation will be removed from your account.

If you do not make a payment in full within seventy-five (75) days of the date your bill is mailed or posted electronically your service may be disconnected. You will be sent a disconnection notice fifteen (15) days prior to the date of disconnection advising you of the availability of one reasonable payment arrangement unless you failed to honor a previous payment arrangement. A Final Notice will be sent by electronic methods, or U.S. Mail to your last known mailing address five (5) days prior to disconnection and will constitute sufficient good faith effort to contact you under this agreement.

Service will be disconnected for failure to pay SCANA Energy. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. You are entitled to a reasonable payment arrangement prior to disconnection of service unless you have failed to honor a previous payment arrangement. Your receipt of a reasonable payment arrangement does not constitute a waiver by SCANA Energy of any other rights under the Terms and Conditions and this Disclosure Statement including, but not limited to, SCANA Energy's right to subsequently disconnect service. You are responsible for your consumption charges and all other charges associated with natural gas consumption until the disconnection has been made.

We will continue to seek collection of any outstanding debt even if you no longer receive natural gas service through SCANA Energy. The account may be sent to a third-party collection agency and/or an

## **EXHIBIT A**

attorney for collection purposes. We retain the right to seek additional costs associated with collecting the debt.

If you have a bill dispute, SCANA Energy has thirty (30) days from the date the error is reported or acknowledged by us to correct the billing error or to show proof of why the disputed bill is correct. During the period the billing error is being disputed, SCANA Energy will neither impose a late charge or penalty on the disputed amount nor initiate an action to disconnect your service or collect on the past due balance, provided the disputed amount constitutes the total amount of the past due balance. Any undisputed amount must be paid by the due date. Failure to pay the undisputed amount may result in late charges or service disconnection. In the event the billing error results in an overpayment, a credit will be applied to your account. You will have at least ninety (90) days from the date a correct bill is rendered to pay the corrected amount. No late charges or interest will be charged on the corrected amount during the ninety (90) day period.

SCANA Energy reserves the right in any subsequent bill to include adjustments related to previous billing errors, meter read errors, miscalculation of taxes, or other errors or omissions.

### **Payment Options**

#### **Mail**

SCANA Energy  
PO Box 105046  
Atlanta, GA 30348-5046

#### **Online**

Use checking or savings account to make secure payments. There is no charge for this service.

Use credit or debit card to make secure payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is \$3.50 per transaction. Visit [scanaenergyregulated.com](http://scanaenergyregulated.com) for details.

#### **Phone**

Pay with credit card, electronic check, or ATM debit card through BillMatrix. BillMatrix receives a \$3.50 fee for this service and is a third-party vendor available toll-free by calling 1.866.245.7742.

#### **In person**

Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.866.245.7742 or visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

LIHEAP and other energy assistance payments are accepted. For more information on assistance locations, visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

#### **Budget Billing**

The Budget Billing Plan averages a customer's forecasted annual bills over a twelve (12) month period. Changes to the monthly Budget Billing amount may be made during the year if a rate change occurs or if the actual usage changes significantly. An annual adjustment is scheduled after twelve (12) monthly bills. At that time, the Budget Billing amount will be recalculated based on the actual usage during the prior year and the payments and charges are reconciled. If the total amount of payments were not enough to cover the actual charges for the previous year, the difference will be brought forward as part of the new monthly Budget Billing amount. If the payments were more than the actual charges, the credit amount will be applied in the calculation of the next year's monthly Budget Billing amount.

## **EXHIBIT A**

Monthly Budget Billing payments must be made in full by the due date to avoid assessment of a late payment charge and removal from the Budget Billing plan, regardless of whether your account is carrying a debit or credit balance. Removal from the Budget Billing plan will result in the actual charges becoming due.

### **Payment Arrangements**

SCANA Energy offers payment arrangements in accordance with Commission rules. A payment arrangement will be granted unless the customer has failed to honor a previous arrangement, is currently on a payment arrangement for natural gas service, or whose meter is currently off at his/her premise. We offer payment arrangements which allow customers to pay the past due balance in monthly installments.

### **Deferred Payment Plan**

These payment arrangements are a means to assist customers by allowing them to pay billed balances in monthly installments. Customer Relations Specialists review customers' payment history to determine eligibility for these plans.

### **Seasonal Deferred Payment Plan**

The Seasonal Deferred Payment Plan is a payment arrangement designed to assist customers through a traditionally higher bill period of the year. The plan is available from November 15 until March 15. These payment arrangements are a means to assist customers by allowing them to pay billed balances in monthly installments that are deferred to begin billing until their first available cycle after March 15. Customer Relations Specialists review customers' payment history to determine eligibility for these plans.

### **Payment Extension**

Payment extensions allow customers to pay the disconnect eligible balance after the forecasted disconnect date but prior to the next billing or extend the due date for the existing billed balance to be due on or before the next bill date. Customer Relations Specialists review customers' payment history to determine eligibility for these extensions.

### **Disconnection of Service**

To request disconnection of service call 1.866.245.7742. Disconnection is dependent upon AGL's service schedule. Therefore, your request date for disconnection and the date of disconnection by AGL may be different. You are responsible for the charges associated with natural gas consumption until the disconnection has been made.

In entering into this agreement, SCANA Energy has relied on your representations related to your identity. If we determine that you have provided incorrect information related to your name, address, or social security number, your service request will be cancelled, or your service disconnected. Prior to any such disconnection, SCANA Energy will provide a fifteen (15) day written notice of the proposed disconnection.

You may be disconnected for the non-payment of a bill as outlined in the Billing and Collection section above.

Rules governing our service to you do not allow disconnection of service during certain periods of time. The details are as follows:

## **EXHIBIT A**

### **Disconnection During Illness**

Residential service will not be discontinued for non-payment of a bill in the event of a serious illness which would be aggravated by having the gas service disconnected, provided you notify SCANA Energy of this condition prior to disconnection.

The notice must be written, or oral with a written notice to follow within ten (10) days. Within ten (10) days of the initial notice, you must provide a written statement from a physician, county board of health, hospital, or clinic identifying the illness, stating the illness's expected duration, and certifying that the illness would be aggravated by the disconnection of the service.

The disconnection will be postponed for either the length of the illness or one (1) month from the initial notice, whichever is shorter. The postponement may be renewed for one additional time within twelve (12) months by repeating the notice procedure outlined above.

If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for a final determination.

### **Disconnection Seasonal Restrictions**

Residential service will not be discontinued for an unpaid bill between November 15 and March 15 if:

- a) You agree in writing to pay the past due balance including late payment charges in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding before the following October 15, unless you fail to comply with the agreement;
- b) In addition, you agree in writing to pay all bills by their due date for current service received after the agreement is signed, unless you fail to comply with the agreement;
- c) The forecasted low temperature for a 48-hour period beginning at 8:00 a.m. on the date of the proposed disconnection is below 32° F.

### **Reconnection of Service**

If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee up to \$25, in addition to any fees assessed by AGL, a deposit, if applicable, and the total amount you owe, including any charges from previous metering points, is paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.

Group 2 customers who qualify for Group 1 service may reconnect directly with Group 1 if all debts to SCANA Energy for both Group 1 and Group 2 have been paid.

Regulated Provider customers who qualify for LIHEAP will be reconnected (service re-established within ten (10) days of being disconnected for non-payment) even if the assistance is not sufficient to pay the entire debt.

### **Contacts**

If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission.

### **SCANA Energy**

2231 S Centennial Ave  
Aiken, SC 29803-7685  
1.866.245.7742

## **EXHIBIT A**

**Georgia Public Service Commission**  
244 Washington Street  
Atlanta, GA 30334  
404.656.4501 (inside metro Atlanta)  
1.800.282.5813 (outside metro Atlanta)  
Fax: 404.656.2341  
Email: [gapsc@psc.state.ga.us](mailto:gapsc@psc.state.ga.us)

**For information regarding energy assistance, you may contact the Georgia Department of Human Services.**

**Department of Human Services**  
Community Services Block Grant  
Low Income Home Energy Assistance Program  
Division of Family and Children Service  
Two Peachtree Street NW, 21-276  
Atlanta, GA 30303  
Public Inquiries: 404.657.3426

### **Disclosure Statement**

The content in SCANA Energy's Disclosure Statement is incorporated into these Terms and Conditions. The Terms and Conditions are also available online at [scanaenergyregulated.com](http://scanaenergyregulated.com).

### **Changes to Terms and Conditions**

SCANA Energy reserves the right to amend this Agreement to reflect any material revision by it or the Georgia Public Service Commission to the AGL tariff and/or the applicable rules and regulations or due to any other future legislation, orders, rules, regulation and judicial decisions.

### **Notice**

Notice or billing delivered by mail to your last known mailing address, or by way of your preferred method of communication, will constitute adequate notice and billing under this agreement.

### **Binding Arbitration**

#### 1. Purpose

If you have a Dispute (as defined below) with SCANA Energy that cannot be resolved informally, you and SCANA Energy must arbitrate that Dispute in accordance with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that you will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the Georgia Public Service Commission ("Commission") regarding SCANA Energy's service or charges.

**BY ACCEPTING SERVICE FROM SCANA ENERGY YOU HAVE AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR THE COMMISSION AND SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY AND TO FILE OR PARTICIPATE IN A CLASS ACTION.**

#### 2. Definitions

As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between you and SCANA Energy regarding any aspect of your relationship with SCANA Energy,

## EXHIBIT A

including but not limited to gas service provided by SCANA Energy, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" includes claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which you are, or are not, a member of a putative or certified class. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "SCANA Energy" means SCANA Energy Marketing, LLC. and its officers, directors, employees, members, affiliates and agents and any other party that you may contend is jointly or severally liable with any of the foregoing parties.

### 3. Informal Dispute Resolution

Most customer concerns can be resolved quickly and informally. If you have a complaint or a Dispute with SCANA Energy you can call our Customer Service Center at 855.833.1046, or write to us at 2231 S Centennial Ave, Aiken, SC 29803-7685, or email us at [regcustomersupport@scanaenergy.com](mailto:regcustomersupport@scanaenergy.com). Please provide your service address and SCANA Energy billing account number. If you are unable to resolve the issue to your satisfaction, you may also contact the Georgia Public Service Commission.

**In the unlikely event that SCANA Energy or the Commission are unable to resolve a complaint or Dispute to your satisfaction (or if SCANA Energy has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve all Disputes through binding arbitration by the American Arbitration Association ("AAA") or, if it is a claim for \$15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.**

### 4. Initiation of Arbitration Proceeding/Selection of Arbitrator

(a) Notice of Dispute A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to SCANA Energy should be addressed to: SCANA Energy c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought ("Demand"). If SCANA Energy and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or SCANA Energy may commence an arbitration proceeding. The arbitration will be governed by the AAA Consumer Arbitration Rules, except as modified by these Terms and Conditions. During the arbitration, the amount of any settlement offer made by SCANA Energy or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SCANA Energy is entitled. The Notice form is available on SCANA Energy's website ([scanaenergyregulated.com](http://scanaenergyregulated.com)) or by calling 855.833.1046.

(b) Commencement of Arbitration You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to SCANA Energy at the address set forth in Section 4(a) above. The form is available on the AAA website ([adr.org](http://adr.org)), on SCANA Energy's website ([scanaenergyregulated.com](http://scanaenergyregulated.com)) or by calling 855.833.1046. You can complete the Claim Form on the AAA website or you can mail the Claim Form to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy

## EXHIBIT A

to SCANA Energy. You do not need to send payment to the AAA. Upon receipt of the Claim Form, SCANA Energy will pay the required Arbitration filing fee.

### 5. Arbitration Procedures

These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA"), not state arbitration law, will govern the interpretation and enforcement of this Arbitration Provision as well as the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with SCANA Energy. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. SCANA Energy will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the rest of these Terms and Conditions, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. You should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

### 6. Waiver of Class Actions

**ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SCANA ENERGY, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING. NOTHING IN THESE TERMS AND CONDITIONS IMPACTS A CUSTOMER RECEIVING SERVICE HEREUNDER TO RECEIVE ANY AWARD OR BENEFIT, MONETARY OR OTHERWISE, ARISING DIRECTLY OUT OF A LEGAL ACTION LAWFULLY ASSERTED BY THE ATTORNEY GENERAL OF GEORGIA ON BEHALF OF REGULATED PROVIDER CUSTOMERS.**

### 7. Location of Arbitration

If the amount of the claim is \$25,000 or less you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$25,000 the type of hearing shall be determined by the AAA Consumer Arbitration Rules. If an in-person hearing is to be held and the parties do not agree on the location then the hearing will take place in the county where you are billed.

## EXHIBIT A

### 8. Payment of Arbitration Fees and Costs

SCANA ENERGY WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES. YOU SHALL NOT BE REQUIRED TO REIMBURSE SCANA ENERGY FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SCANA ENERGY WILL PAY ALL FEES AND COSTS THAT ITS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF YOUR ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SCANA ENERGY'S LAST SETTLEMENT OFFER OR IF SCANA ENERGY DID NOT MAKE A SETTLEMENT OFFER, SCANA ENERGY WILL PAY TWICE THE AMOUNT OF YOUR ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY YOUR ATTORNEY IN PURSUING YOUR CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, YOU MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SCANA ENERGY MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SCANA ENERGY AGREES NOT TO SEEK SUCH AN AWARD.

### 9. Exclusion from Arbitration

You and SCANA Energy agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, you or SCANA Energy may elect to seek resolution of the Dispute in the Magistrate Court. You and SCANA Energy further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in section 4(a). You may also file a complaint with the Georgia Public Service Commission.

### 10. Continuation

This Arbitration Provision shall survive the termination of your gas service with SCANA Energy.

### **LIMITATION OF LIABILITY**

SCANA ENERGY'S LIABILITY FOR DAMAGE FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, AND NEGLIGENCE, RELATING TO OR ARISING OUT OF THE SALE OF NATURAL GAS TO YOU WILL BE LIMITED TO THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU; PROVIDED, HOWEVER, IN NO EVENT SHALL SCANA ENERGY'S LIABILITY FOR DAMAGES EXCEED THE AMOUNT OF THE SINGLE LARGEST MONTHLY BILL PAID BY YOU TO SCANA ENERGY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF YOUR CAUSE OF ACTION. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL SCANA ENERGY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF LOSS OF USE OR LOSS OF PROFITS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

SCANA ENERGY IS NOT RESPONSIBLE FOR THE DELIVERY OF GAS TO YOUR PREMISES. SCANA ENERGY IS UNDERTAKING NO OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGL AT THE DELIVERY POINT.

## **EXHIBIT A**

AGL AND ITS EMPLOYEES AND AGENTS ARE NOT EMPLOYEES OR AGENTS OF SCANA ENERGY. AGL AND ITS EMPLOYEES AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS, AND SCANA ENERGY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGL OR ITS EMPLOYEES AND AGENTS. SCANA ENERGY EXERCISES NO INDEPENDENT CONTROL OVER AGL'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SCANA ENERGY UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR THE OPERATIONS OF AGL OR FOR INTERRUPTIONS, TERMINATION OR DETERIORATION OF ITS DELIVERY OR OTHER SERVICES DUE TO ACTIONS BY AGL OR OTHERS. AGL IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN AGL'S SYSTEM BETWEEN THE CITYGATE AND THE POINT OF DELIVERY TO THE RETAIL CUSTOMER AND BEARS SOLE LIABILITY FOR ALL INJURY OR DAMAGE CAUSED THEREBY.

SCANA ENERGY IS NOT RESPONSIBLE FOR YOUR USE OF THE NATURAL GAS. SCANA ENERGY WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER ANY PLAN DUE TO ANY ACT, OMISSION OR CIRCUMSTANCES OCCASIONED BY, OR IN CONSEQUENCE OF, ANY OF THE FOLLOWING MATTERS WHETHER AFFECTING SCANA ENERGY, ITS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS: ACTS OF GOD, STRIKES, LOCKOUTS, OR OTHER INDUSTRIAL DISTURBANCES, ACTS OF THE PUBLIC ENEMY, WAR, BLOCKADES, INSURRECTIONS, RIOTS, EPIDEMICS, LANDSLIDES, LIGHTNING, EARTHQUAKES, FIRES, STORMS, FLOODS, WASHOUTS, ARRESTS, RESTRAINTS OF GOVERNMENT AND PEOPLE, CIVIL DISTURBANCES, EXPLOSIONS, BREAKAGE OR ACCIDENT TO MACHINERY OR LINES OF PIPE, EXHAUSTION OR DEPLETION OF SCANA ENERGY'S STOCKS OF PEAK SHAVING FUEL OR STORAGE, FREEZING OF WELLS OR LINES OF PIPE, PARTIAL OR COMPLETE CURTAILMENT OF DELIVERIES OF AS A RESULT OF FORCE MAJEURE AS DEFINED BY SCANA ENERGY'S AGREEMENTS WITH ITS GAS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS, INABILITY TO OBTAIN RIGHTS-OF-WAY OR PERMITS OR MATERIALS, EQUIPMENT OR SUPPLIES, AND ANY OTHER CAUSES WHETHER OF THE KIND HEREIN ENUMERATED OR OTHERWISE, NOT WITHIN THE REASONABLE CONTROL OF SCANA ENERGY.

### **Privacy Policy**

During the operation of its business, SCANA Energy collects and uses information from its customers, including gas usage and other relevant information. SCANA Energy also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. SCANA Energy may disclose such information to its affiliates or contractors operating on its behalf to (1) develop or offer new or enhanced products and services or (2) administer and/or collect on customer accounts. SCANA Energy may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

### **Governing Law**

These Terms and Conditions are governed by the laws of the State of Georgia including the laws applying to the goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

For purposes of these Terms and Conditions, the term "Affiliate" shall have the meaning set forth in O.C.G.A. § 46-4-152(2).

**EXHIBIT B**

**BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION**

**STATE OF GEORGIA**

**IN RE:           Application of SCANA Energy Marketing, LLC )           Docket No. 55356**  
**for a Natural Gas Certificate of Authority        )**

**SCANA ENERGY MARKETING, LLC D/B/A SCANA ENERGY**  
**GROUP 1 DISCLOSURE STATEMENT**

**SCANA Energy**  
**Regulated Provider**  
**Group 1 Disclosure Statement**

Date:  
(Name)  
(Address Line 1)  
(Address Line 2)  
(City, State, Zip)

SCANA Energy Customer Number <insert customer number>

**If fixed price option is chosen, use the following paragraph:**

**Price Option**

Your new <insert rate name> is projected to begin <insert date> and expire <insert date>.

Your term price of <insert price> will not change for the specified term listed above. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL). Exiting a fixed price option early carries a \$50 early termination fee that must be paid in addition to your current balance.

The natural gas consumption charge will be calculated using the fixed price multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

Prior to the expiration date of your fixed price option or whenever we propose to change our terms of service in any type of agreement, you will receive written notification, or notification by way of your preferred method of communication. We will explain your options in the notification.

Senior citizens will receive a \$0.10 per therm discount off SCANA Energy's "SCANA 6 Month Fixed" or "SCANA 12 Month Fixed" fixed price that is filed with the Commission.

**If the variable price option is chosen, use the following paragraph:**

**Price Option**

Your new <insert rate name> is projected to begin <insert start date>.

## **EXHIBIT B**

The <insert rate name> is currently <insert price>. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL).

The therm price may vary monthly based on market conditions. The natural gas consumption charge will be calculated using the variable price in effect on the first day of the billing cycle multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

Senior citizens will receive a \$0.10 per therm discount off SCANA Energy's Group 1 variable price that is filed with the Commission.

### **Customer Service Charge**

Your price option includes a \$<insert price> customer service charge. This charge is assessed on each bill and covers administrative costs. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service.

### **Deposit**

If you are assessed a deposit, the deposit plus accrued interest, if applicable, will be refunded to your account within sixty (60) days if all bills have been paid in full and on time as indicated on your monthly bill for a period of six (6) consecutive months or you have the option to request a check for your applied deposit refund. If you change marketers or discontinue service, your deposit less any outstanding balance with SCANA Energy will be refunded within sixty (60) days. Any deposit held six (6) months or longer will accrue applicable interest. Deposits will not exceed \$100. Deposits for senior citizens will be waived.

### **Connection Fees**

When establishing service with the Regulated Provider, a connection fee will be assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to \$25 will be charged, in addition to any fees assessed by AGL.

### **AGL Switching Fee**

Customers who have already switched marketers within the last twelve (12) months may incur an AGL switching fee of \$7.50.

### **Late Charge**

A late payment charge of 1.5% or \$10, whichever is greater, will be applied to unpaid balances of \$30 or more.

### **Returned Payments**

There is a \$35 charge for any payment that is dishonored or returned unpaid by a financial institution.

### **Payment Options**

#### **Mail**

SCANA Energy  
PO Box 105046  
Atlanta, GA 30348-5046

#### **Online**

Use checking or savings account to make secure payments. There is no charge for this service.

## **EXHIBIT B**

Use credit or debit card to make secure payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is \$3.50 per transaction. Visit [scanaenergyregulated.com](http://scanaenergyregulated.com) for details.

### **Phone**

Pay with credit card, electronic check, or ATM debit card through BillMatrix. BillMatrix receives a \$3.50 fee for this service and is a third party vendor available toll-free by calling 1.866.245.7742.

### **In person**

Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.866.245.7742 or visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

LIHEAP and other energy assistance payments are accepted. For more information on assistance locations, visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

### **Budget Billing**

The Budget Billing Plan averages a customer's forecasted annual bills over a twelve (12) month period. Changes to the monthly Budget Billing amount may be made during the year if a rate change occurs or if the actual usage changes significantly. An annual adjustment is scheduled after 12 monthly bills. At that time, the Budget Billing amount will be recalculated based on the actual usage during the prior year, and the payments and charges are reconciled. If the total amount of payments were not enough to cover the actual charges for the previous year, the difference will be brought forward as part of the new monthly Budget Billing amount. If the payments were more than the actual charges, the credit amount will be applied in the calculation of the next year's monthly budget billing amount.

Monthly Budget Billing payments must be made in full by the due date to avoid assessment of a late payment charge and removal from the Budget Billing plan, regardless of whether your account is carrying a debit or credit balance. Removal from the Budget Billing plan will result in the actual charges becoming due.

### **Right of Rescission**

A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting SCANA Energy.

The cancellation will be deemed timely if you contact SCANA Energy within three (3) days of receiving materials or notice. You can contact SCANA Energy, by telephone, by e-mail, or U.S. mail. If the contact is by U.S. Mail, it must be postmarked by the third day following receipt of materials or notice.

### **Contacts**

If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission..

#### **SCANA Energy**

2231 S Centennial Ave  
Aiken, SC 29803-7685

1.866.245.7742

[scanaenergyregulated.com](http://scanaenergyregulated.com)

#### **Georgia Public Service Commission**

244 Washington Street

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Atlanta, GA 30334  
404.656.4501 (inside metro Atlanta)  
1.800.282.5813 (outside metro Atlanta)  
Fax: 404.656.2341  
Email: [gapscc@psc.state.ga.us](mailto:gapscc@psc.state.ga.us)

**For information regarding energy assistance, you may contact the Georgia Department of Human Services.**

**Department of Human Services**  
Community Services Block Grant  
Low Income Home Energy Assistance Program  
Division of Family and Children Service  
Two Peachtree Street NW, 21-276  
Atlanta, GA 30303  
Public Inquiries: 404.657.3426

### **How to Compare Natural Gas Marketers**

The Georgia Public Service Commission publishes rates and a marketer scorecard on their Web site. To compare marketers, visit: [www.psc.state.ga.us](http://www.psc.state.ga.us).

### **Right to Switch**

SCANA Energy will not prevent a consumer from obtaining distribution and commodity sales service from another marketer or provider.

### **Regulated Provider**

SCANA Energy will not charge an early termination fee if the customer is a low-income residential consumer seeking service for the first time with the Regulated Provider.

### **Credit**

A credit check using a standard industry scoring methodology will be performed before new residential service is established. Based on the results of the credit check, you may be assessed a deposit not to exceed \$100, or have deposit requirements waived. Deposits for senior citizens will be waived. The credit check may also be used to verify your identity.

### **Collection**

SCANA Energy will continue to seek collection of any outstanding debts even if you no longer receive natural gas service through SCANA Energy. The account may be sent to a third party collection agency and/or an attorney for collection purposes. We retain the right to seek additional costs associated with collecting the debt.

### **Estimation of Bills**

SCANA Energy will not send estimated bills when the actual meter readings are available and will not send estimated bills more than two consecutive months. In the event SCANA Energy estimates a bill it will be clearly and conspicuously marked as an "estimate".

### **Disconnection**

If you do not make a payment in full within seventy-five (75) days of the date your bill is mailed or posted electronically your service may be disconnected. You will be sent a disconnection notice fifteen (15) days prior to the date of disconnection advising you of the availability of one reasonable payment

## **EXHIBIT B**

arrangement unless you failed to honor a previous payment arrangement. A Final Notice will be sent by U.S. Mail to your last known mailing address five (5) days prior to disconnection and will constitute sufficient good faith effort to contact you under this agreement

Service will be disconnected for failure to pay SCANA Energy. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. You are entitled to a reasonable payment arrangement prior to disconnection of service unless you have failed to honor a previous payment arrangement. Your receipt of a reasonable payment arrangement does not constitute a waiver by SCANA Energy of any other rights under the Terms and Conditions and this Disclosure Statement including, but not limited to, SCANA Energy's right to subsequently disconnect service. You are responsible for your consumption charges and all other charges associated with natural gas consumption until the disconnection has been made.

### **Reconnection**

If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee up to \$25, in addition to any fees assessed by AGL, a deposit, if applicable, and the total amount you owe, including any charges from previous metering points, is paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.

Group 2 customers who qualify for Group 1 service may reconnect directly with Group 1 if all debts to SCANA Energy for both Group 1 and Group 2 have been paid.

Regulated Provider customers who qualify for LIHEAP will be reconnected (service re-established within ten (10) days of being disconnected for non-payment) even if the assistance is not sufficient to pay the entire debt.

### **Terms and Conditions**

The content in this Disclosure Statement is incorporated into the Terms and Conditions. The Terms and Conditions are also available online at [scanaenergyregulated.com](http://scanaenergyregulated.com).

# EXHIBIT C

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

STATE OF GEORGIA

IN RE:           Application of SCANA Energy Marketing, LLC )           Docket No. 55356  
                  for a Natural Gas Certificate of Authority        )

SCANA ENERGY MARKETING, LLC D/B/A SCANA ENERGY  
TERMS AND CONDITIONS FOR GROUP 2 REGULATED PROVIDER CUSTOMERS

**These Terms and Conditions with the Disclosure Statement outline the agreement between you and SCANA Energy Marketing, LLC d/b/a SCANA Energy ("SCANA Energy" or "We" or "Us") for your natural gas service. This agreement is subject to the Natural Gas Consumers Relief Act and other laws and regulations of the Georgia Public Service Commission ("Commission") applicable to natural gas service.**

**Eligibility:** Customers are eligible to obtain service from the Regulated Provider as a Group 2 customer if they have been unable to obtain or maintain natural gas service with a marketer.

**How to Sign Up**

Call 1.866.245.7742

A credit check using a standard industry scoring methodology will be performed before your new service is established. The credit check may also be used to verify your identity. If the information provided cannot be validated to perform the credit check, you may be required to furnish proof of identification. Failure to provide such information may result in refusal of service.

You will be assessed a deposit not to exceed \$150. Group 2 senior citizens, whose status has been verified by the Georgia Department of Human Services or as defined by Atlanta Gas Light (AGL), will not be charged a deposit. Group 2 senior citizens who are reconnected after being disconnected for non-payment will be assessed a deposit of \$100. Your deposit plus accrued interest, if applicable, will be refunded to your account within sixty (60) days if all bills have been paid in full and on time as indicated on your monthly bills for a period of six (6) consecutive months, or you have the option to request a check for your applied deposit refund. If you change marketers or discontinue service, your deposit, less any outstanding balance with SCANA Energy, will be refunded within sixty (60) days. Any deposit held six (6) months or longer will accrue applicable interest.

**Right of Rescission**

A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer may cancel in writing or electronically by contacting SCANA Energy.

The cancellation will be deemed timely if you contact us within three (3) days of receiving materials or notice. You can contact us by telephone, e-mail, or U.S. mail. If the contact is by U.S. mail, it must be postmarked by the third day following receipt of materials or notice.

**Connection Fees**

When establishing service with the Regulated Provider, a connection fee will be assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to \$25 will be charged, in addition to any fees assessed by AGL.

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### **AGL Switching Fee**

Customers who have already switched marketers within the last twelve (12) months may incur an AGL switching fee of \$7.50.

### **Bill Components**

Your natural gas bill will be comprised of the following charges:

#### **Atlanta Gas Light Pass-Through Charges**

The AGL Pass-Through Charge is a regulated charge from the utility that is billed through each gas marketer. SCANA Energy bills the full pass-through charge regardless of the number of days of service.

#### **Natural Gas Consumption Charges**

The natural gas consumption charge does not include state and local taxes or charges imposed by AGL. The methodology for calculating natural gas consumption charges for each plan is described below.

#### **Variable Price Option**

The variable price is subject to change monthly based on market conditions. For customers electing this plan, the natural gas consumption charge will be calculated using the variable price in effect on the first day of the billing cycle multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

A variable price option customer whose most recent six (6) consecutive monthly payments were made in full on or before the due date will be offered a \$0.05 per therm discount and notified of their eligibility to receive deregulated service from SCANA Energy. The communication will detail the customer's options at that time, including the option to select another natural gas marketer. Any customer who chooses to be switched to deregulated service with SCANA Energy will be offered SCANA Energy's deregulated price offerings on file with the Commission.

Timely payments are those posted to the account on or before the due date. If two (2) timely payments are missed, the account would return to the higher per therm rate.

Senior citizens will receive a \$0.05 per therm discount off the Group 2 variable price that is filed with the Commission.

#### **Fixed Price Option**

Customers electing the fixed price option will receive service at \$0.20 per therm above SCANA Energy's "SCANA 6 Month Fixed" or "SCANA 12 Month Fixed" price that is filed with the Commission, or a price established at \$0.35 per therm above the weighted average cost of the Regulated Provider's CSS directly assigned storage gas as of the first day of the offer month, whichever is greater. Customers whose most recent six (6) consecutive monthly payments were made in full on or before the due date will be offered a \$0.05 per therm discount and notified of their eligibility to receive deregulated service from SCANA Energy. This communication will detail the customer's options at that time, including the option to select another natural gas marketer. Any customer who chooses to be switched to deregulated service with SCANA Energy will be offered SCANA Energy's deregulated price offerings on file with the Commission.

The term for the fixed price option will be six (6) or twelve (12) billing cycles. If there are six (6) or more but less than twelve (12) billing cycles left in the Regulated Provider term, the term for the fixed

## EXHIBIT C

price option will be six (6) billing cycles or the number of billing cycles left in the Regulated Provider term. If there are less than six (6) billing cycles left in the Regulated Provider term, the term for the fixed price option will be the number of billing cycles left in the Regulated Provider term. If the term chosen for the fixed price option is the number of billing cycles left in the Regulated Provider term, the fixed price will be based on the "12 Month Fixed" price. A fixed price option will be offered throughout the term of the Regulated Provider. The natural gas consumption charge will be calculated using the fixed price multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle. Exiting a fixed rate plan early carries an early termination fee in addition to any balance due regardless of how long you have participated in the fixed rate plan. Your early termination fee is outlined in the Disclosure statement.

You will not be charged an early termination fee if you are terminating service to relocate to another premise where a fixed rate is not offered by SCANA Energy, or if you are a low-income residential customer seeking service from the regulated provider for the first time.

Prior to the expiration date of your fixed rate option plan, or whenever we propose to change our terms of service in any type of agreement, you will receive advance written notification, or notification by way of your preferred method of communication. We will explain your options in the advance written notification, including your opportunity to choose another natural gas provider.

Senior Citizens will receive a \$0.05 per them discount off the Group 2 fixed price that is filed with the Commission.

### **Customer Service Charge**

You will be assessed a fixed charge per bill to cover administrative expenses. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service. The customer service charge for Group 2 customers is \$8.95. The customer service charge for senior citizens is \$8.50. The customer service charge for a customer whose most recent six (6) consecutive monthly payments were made in full on or before the due date will be reduced to \$6.95 and \$6.50 for senior citizens.

Timely payments are those posted to the account on or before the due date. If two (2) timely payments are missed, the account would return to the higher customer service charge and price per therm.

### **Taxes**

You are responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority with respect to services rendered. The prices quoted do not include state and local taxes.

### **Billing and Collection**

SCANA Energy will invoice you monthly. Payment is due by the payment due date. In the event payment is not received by the due date, a \$10 or 1.5% late charge, whichever is greater, will be applied to any unpaid balance of \$30 or more. We will not send estimated bills when actual meter readings are available and will not send estimated bills more than two (2) consecutive months

There is a \$35 charge for any payment that is dishonored or returned unpaid by a financial institution. If two (2) payments are dishonored or returned unpaid by your financial institution within a twelve (12) month period, your account will become a cash-basis account, meaning you will be required to pay your account by cash, cashier's check or money order. If your account becomes a cash-basis

## EXHIBIT C

account, SCANA Energy reserves the right to discontinue any of the electronic payment services being made available to you. This should not affect your ability to view the status of your account. After a twelve (12) month period with no payments dishonored or returned unpaid, the cash basis designation will be removed from your account.

If you do not make a payment in full within twenty (20) days of the date your bill is mailed or posted electronically your service may be disconnected. You will be sent a disconnection notice fifteen (15) days prior to the date of disconnection advising you of the availability of one reasonable payment arrangement unless you failed to honor a previous payment arrangement. A Final Notice will be sent by electronic methods, or U.S. Mail to your last known mailing address five (5) days prior to disconnection and will constitute sufficient good faith effort to contact you under this agreement.

Service will be disconnected for failure to pay SCANA Energy. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. You are entitled to a reasonable payment arrangement prior to disconnection of service unless you have failed to honor a previous payment arrangement. Your receipt of a reasonable payment arrangement does not constitute a waiver by SCANA Energy of any other rights under the Terms and Conditions and this Disclosure Statement including, but not limited to, SCANA Energy's right to subsequently disconnect service. You are responsible for the charges associated with natural gas consumption until the disconnection has been made

We will continue to seek collection of any outstanding debts even if you no longer receive natural gas service through SCANA Energy. The account may be sent to a third-party collection agency and/or an attorney for collection purposes. We retain the right to seek additional costs associated with collecting the debt.

If you have a bill dispute, SCANA Energy has thirty (30) days from the date the error is reported or acknowledged by us to correct the billing error or to show proof of why the disputed bill is correct. During the period the billing error is being disputed, SCANA Energy will neither impose a late charge or penalty on the disputed amount nor initiate an action to disconnect your service or collect on the past due balance, provided the disputed amount constitutes the total amount of the past due balance. Any undisputed amount must be paid by the due date. Failure to pay the undisputed amount may result in late charges or service disconnection. In the event the billing error results in an overpayment, a credit will be applied to your account. You will have at least ninety (90) days from the date a correct bill is rendered to pay the corrected amount. No late charges or interest will be charged on the corrected amount during the ninety (90) day period.

SCANA Energy reserves the right in any subsequent bill to include adjustments related to previous billing errors, meter read errors, miscalculation of taxes, or other errors or omissions.

### **Transfer of Group 2 Customers to Group 1**

A residential customer who establishes service in Group 2 will be transferred from Group 2 service to Group 1 service upon SCANA Energy receiving confirmation of the customer's income eligibility if the customer's account is in good standing. For a Group 2 senior citizen, an account in good standing means that the customer has paid the Group 2 service balance (if applicable) and the Group 1 service balance in full. A Group 1 non-senior citizen who established service in Group 2 will be transferred from Group 2 service to Group 1 service if the customer's account is in good standing. For a Group 2 non-senior citizen, an account in good standing means that the customer has paid the Group 2 balance (if applicable) and the Group 1 balance in full.

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### **Payment Options**

#### **Mail**

SCANA Energy  
PO Box 105046  
Atlanta, GA 30348-5046

#### **Online**

Use checking or savings account to make secure payments. There is no charge for this service.

Use credit or debit card to make secure payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is \$3.50 per transaction. Visit [scanaenergyregulated.com](http://scanaenergyregulated.com) for details.

#### **Phone**

Pay with credit card, electronic check, or ATM debit card through BillMatrix. BillMatrix receives a \$3.50 fee for this service and is a third-party vendor available toll-free by calling 1.866.245.7742.

#### **In person**

Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.866.245.7742 or visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

LIHEAP and other energy assistance payments are accepted. For more information on assistance locations, visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

#### **Budget Billing**

The Budget Billing Plan averages a customer's forecasted annual bills over a twelve (12) month period. Changes to the monthly Budget Billing amount may be made during the year if a rate change occurs or if the actual usage changes significantly. An annual adjustment is scheduled after twelve (12) monthly bills. At that time, the Budget Billing amount will be recalculated based on the actual usage during the prior year, and the payments and charges are reconciled. If the total amount of payments were not enough to cover the actual charges for the previous year, the difference will be brought forward as part of the new monthly Budget Billing amount. If the payments were more than the actual charges, the credit amount will be applied in the calculation of the next year's monthly Budget Billing amount. Monthly Budget Billing payments must be made in full by the due date to avoid assessment of a late payment charge and removal from the Budget Billing plan, regardless of whether your account is carrying a debit or credit balance. Removal from the Budget Billing plan will result in the actual charges becoming due. Eligibility for enrollment in a Budget Billing Plan requires a customer to have made twelve (12) consecutive timely payments or enroll during the enrollment period of June through August. The customers' previous payment history will carry over to the new term of the Regulated Provider.

### **PAYMENT ARRANGEMENTS**

SCANA Energy offers payment arrangements in accordance with Commission rules. A payment arrangement will be granted unless the customer has failed to honor a previous arrangement, is currently on a payment arrangement for natural gas service, or whose meter is currently off at his/her premises. We offer payment arrangements which allow customers to pay the past due balance in monthly installments.

## EXHIBIT C

### **Deferred Payment Plan**

These payment arrangements are a means to assist customers by allowing them to pay billed balances in monthly installments. Customer Relations Specialists review customers' payment history to determine eligibility for these plans.

### **Seasonal Deferred Payment Plan**

The Seasonal Deferred Payment Plan is a payment arrangement designed to assist customers through a traditionally higher bill period of the year. The plan is available from November 15 until March 15. These payment arrangements are a means to assist customers by allowing them to pay billed balances in monthly installments that are deferred to begin billing until their first available cycle after March 15. Customer Relations Specialists review customers' payment history to determine eligibility for these plans.

### **Payment Extension**

Payment extensions allow customers to pay the disconnect eligible balance after the forecasted disconnect date but prior to the next billing or extend the due date for the existing billed balance to be due on or before the next bill date. Customer Relations Specialists review customers' payment history to determine eligibility for these extensions.

### **Disconnection of Service**

To request disconnection of service call 1.866.245.7742. Disconnection is dependent upon AGL's service schedule. Therefore, your request date for disconnection and the date of disconnection by AGL may be different. You are responsible for the charges associated with natural gas consumption until the disconnection has been made.

In entering into this agreement, SCANA Energy has relied on your representations related to your identity. If we determine that you have provided incorrect information related to your name, address, or social security number, your service request will be cancelled or your service disconnected. Prior to any such disconnection, SCANA Energy will provide a fifteen (15) day written notice of the proposed disconnection.

You may be disconnected for the non-payment of a bill as outlined in the Billing and Collection section above.

Rules governing our service to you do not allow disconnection of service during certain periods of time. The details are as follows:

#### **Disconnection During Illness**

Residential service will not be discontinued for non-payment of a bill in the event of a serious illness which would be aggravated by having the gas service disconnected, provided you notify SCANA Energy of this condition prior to disconnection.

The notice must be written, or oral with a written notice to follow within ten (10) days. Within ten (10) days of the initial notice, you must provide a written statement from a physician, county board of health, hospital, or clinic identifying the illness, stating the illness's expected duration, and certifying that the illness would be aggravated by the disconnection of the service.

The disconnection will be postponed for either the length of the illness or one (1) month from the initial notice, whichever is shorter. The postponement may be renewed for one additional time within (12) months by repeating the notice procedure outlined above.

## **EXHIBIT C**

If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for a final determination.

### **Disconnection Seasonal Restrictions**

Residential service will not be discontinued for an unpaid bill between November 15 and March 15 if:

- a) You agree in writing to pay the past due balance including late payment charges in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding before the following October 15, unless you fail to comply with the agreement;
- b) In addition, you agree in writing to pay all bills by their due date for current service received after the agreement is signed, unless you fail to comply with the agreement;
- c) The forecasted low temperature for a 48-hour period beginning at 8:00 a.m. on the date of the proposed disconnection is below 32° F.

### **Reconnection of Service**

If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee up to \$25, in addition to any fees assessed by AGL, a deposit, if applicable, and the total amount you owe, including any charges from previous metering points, is paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.

Group 2 customers who qualify for Group 1 service may reconnect directly with Group 1 if all debts to SCANA Energy for both Group 1 and Group 2 have been paid.

Regulated Provider customers who qualify for LIHEAP will be reconnected (service reestablished within ten (10) days of being disconnected for non-payment) even if the assistance is not sufficient to pay the entire debt.

### **Contacts**

If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission.

#### **SCANA Energy**

2231 S Centennial Ave  
Aiken, SC 29803-76851.866.245.7742

#### **Georgia Public Service Commission**

244 Washington Street  
Atlanta, GA 30334  
404.656.4501 (inside metro Atlanta)  
1.800.282.5813 (outside metro Atlanta)  
Fax: 404.656.2341  
Email: [gapsc@psc.state.ga.us](mailto:gapsc@psc.state.ga.us)

**For information regarding energy assistance, you may contact the Georgia Department of Human Services.**

#### **Department of Human Services**

Community Services Block Grant  
Low Income Home Energy Assistance Program  
Division of Family and Children Service

## EXHIBIT C

Two Peachtree Street NW, 21-276  
Atlanta, GA 30303  
Public Inquiries: 404.657.3426

### **Disclosure Statement**

The content in SCANA Energy's Disclosure Statement is incorporated into these Terms and Conditions. The Terms and Conditions are also available online at [scanaenergyregulated.com](http://scanaenergyregulated.com).

### **Changes to Terms and Conditions**

SCANA Energy reserves the right to amend this Agreement to reflect any material revision by it or the Georgia Public Service Commission to the AGL tariff and/or the applicable rules and regulations or due to any other future legislation, orders, rules, regulation and judicial decisions.

### **Notice**

Notice or billing delivered by mail to your last known mailing address, or by way of your preferred method of communication, will constitute adequate notice and billing under this agreement.

### **Binding Arbitration**

#### 1. Purpose

If you have a Dispute (as defined below) with SCANA Energy that cannot be resolved informally, you and SCANA Energy must arbitrate that Dispute in accordance with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that you will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the Georgia Public Service Commission ("Commission") regarding SCANA Energy's service or charges.

**BY ACCEPTING SERVICE FROM SCANA ENERGY YOU HAVE AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR THE COMMISSION AND SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY AND TO FILE OR PARTICIPATE IN A CLASS ACTION.**

#### 2. Definitions

As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between you and SCANA Energy regarding any aspect of your relationship with SCANA Energy, including but not limited to gas service provided by SCANA Energy, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" includes claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which you are, or are not, a member of a putative or certified class. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "SCANA Energy" means SCANA Energy Marketing, LLC. and its officers, directors, employees, members, affiliates and agents and any other party that you may contend is jointly or severally liable with any of the foregoing parties.

## EXHIBIT C

### 3. Informal Dispute Resolution

Most customer concerns can be resolved quickly and informally. If you have a complaint or a Dispute with SCANA Energy you can call our Customer Service Center at 855.833.1046, or write to us at 2231 S Centennial Ave, Aiken, SC 29803-7685, or email us at [regcustomersupport@scanaenergy.com](mailto:regcustomersupport@scanaenergy.com). Please provide your service address and SCANA Energy billing account number. If you are unable to resolve the issue to your satisfaction, you may also contact the Georgia Public Service Commission.

**In the unlikely event that SCANA Energy or the Commission are unable to resolve a complaint or Dispute to your satisfaction (or if SCANA Energy has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve all Disputes through binding arbitration by the American Arbitration Association (“AAA”) or, if it is a claim for \$15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.**

### 4. Initiation of Arbitration Proceeding/Selection of Arbitrator

(a) Notice of Dispute A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to SCANA Energy should be addressed to: SCANA Energy c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought (“Demand”). If SCANA Energy and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or SCANA Energy may commence an arbitration proceeding. The arbitration will be governed by the AAA Consumer Arbitration Rules, except as modified by these Terms and Conditions. During the arbitration, the amount of any settlement offer made by SCANA Energy or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SCANA Energy is entitled. The Notice form is available on SCANA Energy’s website ([scanaenergyregulated.com](http://scanaenergyregulated.com)) or by calling 855.833.1046.

(b) Commencement of Arbitration You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to SCANA Energy at the address set forth in Section 4(a) above. The form is available on the AAA website ([adr.org](http://adr.org)), on SCANA Energy’s website ([scanaenergyregulated.com](http://scanaenergyregulated.com)) or by calling 855.833.1046. You can complete the Claim Form on the AAA website or you can mail the Claim Form to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, with a copy to SCANA Energy. You do not need to send payment to the AAA. Upon receipt of the Claim Form, SCANA Energy will pay the required Arbitration filing fee.

### 5. Arbitration Procedures

These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act (“FAA”), not state arbitration law, will govern the interpretation and enforcement of this Arbitration Provision as well as the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with SCANA Energy. If this situation arises, the parties shall agree on a substitute arbitration organization. If

## EXHIBIT C

the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. SCANA Energy will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the rest of these Terms and Conditions, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. You should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

### 6. Waiver of Class Actions

**ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SCANA ENERGY, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING. NOTHING IN THESE TERMS AND CONDITIONS IMPACTS A CUSTOMER RECEIVING SERVICE HEREUNDER TO RECEIVE ANY AWARD OR BENEFIT, MONETARY OR OTHERWISE, ARISING DIRECTLY OUT OF A LEGAL ACTION LAWFULLY ASSERTED BY THE ATTORNEY GENERAL OF GEORGIA ON BEHALF OF REGULATED PROVIDER CUSTOMERS.**

### 7. Location of Arbitration

If the amount of the claim is \$25,000 or less you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$25,000 the type of hearing shall be determined by the AAA Consumer Arbitration Rules. If an in-person hearing is to be held and the parties do not agree on the location then the hearing will take place in the county where you are billed.

### 8. Payment of Arbitration Fees and Costs

SCANA ENERGY WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES. YOU SHALL NOT BE REQUIRED TO REIMBURSE SCANA ENERGY FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SCANA ENERGY WILL PAY ALL FEES AND COSTS THAT ITS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF YOUR ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SCANA ENERGY'S LAST SETTLEMENT OFFER OR IF SCANA ENERGY DID NOT MAKE A SETTLEMENT OFFER, SCANA ENERGY WILL PAY TWICE

## EXHIBIT C

THE AMOUNT OF YOUR ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY YOUR ATTORNEY IN PURSUING YOUR CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, YOU MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SCANA ENERGY MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SCANA ENERGY AGREES NOT TO SEEK SUCH AN AWARD.

### 9. Exclusion from Arbitration

You and SCANA Energy agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, you or SCANA Energy may elect to seek resolution of the Dispute in the Magistrate Court. You and SCANA Energy further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in section 4(a). You may also file a complaint with the Georgia Public Service Commission.

### 10. Continuation

This Arbitration Provision shall survive the termination of your gas service with SCANA Energy.

### **LIMITATION OF LIABILITY**

SCANA ENERGY'S LIABILITY FOR DAMAGE FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, AND NEGLIGENCE, RELATING TO OR ARISING OUT OF THE SALE OF NATURAL GAS TO YOU WILL BE LIMITED TO THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU; PROVIDED, HOWEVER, IN NO EVENT SHALL SCANA ENERGY'S LIABILITY FOR DAMAGES EXCEED THE AMOUNT OF THE SINGLE LARGEST MONTHLY BILL PAID BY YOU TO SCANA ENERGY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF YOUR CAUSE OF ACTION. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL SCANA ENERGY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF LOSS OF USE OR LOSS OF PROFITS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

SCANA ENERGY IS NOT RESPONSIBLE FOR THE DELIVERY OF GAS TO YOUR PREMISES. SCANA ENERGY IS UNDERTAKING NO OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGL AT THE DELIVERY POINT. AGL AND ITS EMPLOYEES AND AGENTS ARE NOT EMPLOYEES OR AGENTS OF SCANA ENERGY. AGL AND ITS EMPLOYEES AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS, AND SCANA ENERGY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGL OR ITS EMPLOYEES AND AGENTS. SCANA ENERGY EXERCISES NO INDEPENDENT CONTROL OVER AGL'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SCANA ENERGY UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR THE OPERATIONS OF AGL OR FOR INTERRUPTIONS, TERMINATION OR DETERIORATION OF ITS DELIVERY OR OTHER SERVICES DUE TO ACTIONS BY AGL OR OTHERS. AGL IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN AGL'S SYSTEM BETWEEN THE CITYGATE AND THE POINT OF DELIVERY TO THE RETAIL CUSTOMER AND BEARS SOLE LIABILITY FOR ALL INJURY OR DAMAGE CAUSED THEREBY.

## **EXHIBIT C**

SCANA ENERGY IS NOT RESPONSIBLE FOR YOUR USE OF THE NATURAL GAS. SCANA ENERGY WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER ANY PLAN DUE TO ANY ACT, OMISSION OR CIRCUMSTANCES OCCASIONED BY, OR IN CONSEQUENCE OF, ANY OF THE FOLLOWING MATTERS WHETHER AFFECTING SCANA ENERGY, ITS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS: ACTS OF GOD, STRIKES, LOCKOUTS, OR OTHER INDUSTRIAL DISTURBANCES, ACTS OF THE PUBLIC ENEMY, WAR, BLOCKADES, INSURRECTIONS, RIOTS, EPIDEMICS, LANDSLIDES, LIGHTNING, EARTHQUAKES, FIRES, STORMS, FLOODS, WASHOUTS, ARRESTS, RESTRAINTS OF GOVERNMENT AND PEOPLE, CIVIL DISTURBANCES, EXPLOSIONS, BREAKAGE OR ACCIDENT TO MACHINERY OR LINES OF PIPE, EXHAUSTION OR DEPLETION OF SCANA ENERGY'S STOCKS OF PEAK SHAVING FUEL OR STORAGE, FREEZING OF WELLS OR LINES OF PIPE, PARTIAL OR COMPLETE CURTAILMENT OF DELIVERIES OF AS A RESULT OF FORCE MAJEURE AS DEFINED BY SCANA ENERGY'S AGREEMENTS WITH ITS GAS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS, INABILITY TO OBTAIN RIGHTS-OF-WAY OR PERMITS OR MATERIALS, EQUIPMENT OR SUPPLIES, AND ANY OTHER CAUSES WHETHER OF THE KIND HEREIN ENUMERATED OR OTHERWISE, NOT WITHIN THE REASONABLE CONTROL OF SCANA ENERGY.

### **Privacy Policy**

During the operation of its business, SCANA Energy collects and uses information from its customers, including gas usage and other relevant information. SCANA Energy also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. SCANA Energy may disclose such information to its affiliates or contractors operating on its behalf to (1) develop or offer new or enhanced products and services or (2) administer and/or collect on customer accounts. SCANA Energy may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

### **Governing Law**

These Terms and Conditions are governed by the laws of the State of Georgia including the laws applying to the goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

For purposes of these Terms and Conditions, the term "Affiliate" shall have the meaning set forth in O.C.G.A. § 46-4-152(2).

# EXHIBIT D

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

STATE OF GEORGIA

IN RE:           Application of SCANA Energy Marketing, LLC ) Docket No. 55356  
                  for a Natural Gas Certificate of Authority        )

## SCANA ENERGY MARKETING, LLC D/B/A SCANA ENERGY GROUP 2 DISCLOSURE STATEMENT

### SCANA Energy Regulated Provider Group 2 Disclosure Statement

Date:  
(Name)  
(Address Line 1)  
(Address Line 2)  
(City, State, Zip)

SCANA Energy Customer Number <insert customer number>

**If fixed price option is chosen, use the following paragraph:**

#### **Price Option**

Your new <insert rate name> is projected to begin <insert date> and expire <insert date>.

Your term price of <insert price> will not change for the specified term listed above. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL). Exiting a fixed price option early carries a \$100 early termination fee that must be paid in addition to your current balance.

The natural gas consumption charge will be calculated using the fixed price multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. **You may receive an initial bill for less than a complete billing cycle.**

Prior to the expiration date of your fixed price option or whenever we propose to change our terms of service in any type of agreement, you will receive written notification, or notification by way of your preferred method of communication. We will explain your options in the notification.

Senior citizens will receive a \$0.05 per therm discount off the Group 2 fixed rate that is filed with the Commission.

**If the variable price option is chosen to use the following paragraph:**

#### **Price Option**

Your new <insert rate name> is projected to begin <insert start date>.

## **EXHIBIT D**

The <insert rate name> is currently <insert price>. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL).

The therm price may vary monthly based on market conditions. The natural gas consumption charge will be calculated using the variable price in effect on the first day of the billing cycle multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

Senior citizens will receive a \$0.05 per therm discount off the Group 2 variable rate that is filed with the Commission.

### **Customer Service Charge**

Your price option includes a \$<insert price> customer service charge. This charge is assessed on each bill and covers administrative costs. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service.

### **Deposit**

If you are assessed a deposit, the deposit plus accrued interest, if applicable, will be refunded to your account within sixty (60) days if all bills have been paid in full and on time as indicated on your monthly bill for a period of six (6) consecutive months or you have the option to request a check for your applied deposit refund. If you change marketers or discontinue service, your deposit less any outstanding balance with SCANA Energy will be refunded within sixty (60) days. Any deposit held six (6) months or longer will accrue applicable interest. Deposits will not exceed \$150. Deposits will be waived for senior citizens except for those reconnecting after disconnection. These senior citizens will be assessed a reduced deposit of \$100.

### **Connection Fees**

When establishing service with the Regulated Provider, a connection fee will be assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to \$25 will be charged, in addition to any fees assessed by AGL.

### **AGL Switching Fee**

Customers who have already switched marketers within the last twelve (12) months may incur an AGL switching fee of \$7.50.

### **Late Charge**

A late payment charge of 1.5% or \$10, whichever is greater, will be applied to unpaid balances of \$30 or more.

### **Returned Payments**

There is a \$35 charge for any payment that is dishonored or returned unpaid by a financial institution.

### **Payment Options**

#### **Mail**

SCANA Energy  
PO Box 105046  
Atlanta, GA 30348-5046

#### **Online**

Use checking or savings account to make secure payments. There is no charge for this service.

## **EXHIBIT D**

Use credit or debit card to make secure payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is \$3.50 per transaction. Visit [scanaenergyregulated.com](http://scanaenergyregulated.com) for details.

### **Phone**

Pay with credit card, electronic check, or ATM debit card through BillMatrix. BillMatrix receives a \$3.50 fee for this service and is a third party vendor available toll-free by calling 1.866.245.7742.

### **In person**

Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.866.245.7742 or visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

LIHEAP and other energy assistance payments are accepted. For more information on assistance locations, visit [scanaenergyregulated.com](http://scanaenergyregulated.com).

### **Budget Billing**

The Budget Billing Plan averages a customer's forecasted annual bills over a twelve (12) month period. Changes to the monthly Budget Billing amount may be made during the year if a rate change occurs or if the actual usage changes significantly. An annual adjustment is scheduled after twelve (12) monthly bills. At that time, the Budget Billing amount will be recalculated based on the actual usage during the prior year, and the payments and charges are reconciled. If the total amount of payments were not enough to cover the actual charges for the previous year, the difference will be brought forward as part of the new monthly Budget Billing amount. If the payments were more than the actual charges, the credit amount will be applied in the calculation of the next year's monthly budget billing amount. Monthly Budget Billing payments must be made in full by the due date to avoid assessment of a late payment charge and removal from the Budget Billing plan, regardless of whether your account is carrying a debit or credit balance. Removal from the Budget Billing plan will result in the actual charges becoming due. Eligibility for enrollment in a Budget Billing Plan requires a customer to have made twelve (12) consecutive timely payments or enroll during the enrollment period of June through August. The customers' previous payment history will carry over to the new term of the Regulated Provider.

### **Right of Rescission**

A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting SCANA Energy.

The cancellation will be deemed timely if you contact SCANA Energy within three (3) days of receiving materials or notice. You can contact SCANA Energy, by telephone, by e-mail, or U.S. mail. If the contact is by U.S. Mail, it must be postmarked by the third day following receipt of materials or notice.

### **Contacts**

If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission.

#### **SCANA Energy**

2231 S Centennial Ave  
Aiken, SC 29803-7685

1.866.245.7742

[scanaenergyregulated.com](http://scanaenergyregulated.com)

#### **Georgia Public Service Commission**

244 Washington Street

## **EXHIBIT D**

Atlanta, GA 30334  
404.656.4501 (inside metro Atlanta)  
1.800.282.5813 (outside metro Atlanta)  
Fax: 404.656.2341  
Email: [gapsc@psc.state.ga.us](mailto:gapsc@psc.state.ga.us)

**For information regarding energy assistance, you may contact the Georgia Department of Human Services.**

### **Department of Human Services**

Community Services Block Grant  
Low Income Home Energy Assistance Program  
Division of Family and Children Service  
Two Peachtree Street NW, 21-276  
Atlanta, GA 30303  
Public Inquiries: 404.657.3426

### **How to Compare Natural Gas Marketers**

The Georgia Public Service Commission publishes rates and marketer scorecards on their Web site. To compare marketers, visit: [www.psc.state.ga.us](http://www.psc.state.ga.us).

### **Right to Switch**

SCANA Energy will not prevent a consumer from obtaining distribution and commodity sales service from another marketer or provider.

### **Regulated Provider**

SCANA Energy will not charge an early termination fee if the customer is a low-income residential consumer seeking service for the first time with the Regulated Provider.

### **Credit**

A credit check using a standard industry scoring methodology will be performed before your new service is established. The credit check may also be used to verify your identity. If the information provided cannot be validated to perform the credit check, you may be required to furnish proof of identification. Failure to provide such information may result in refusal of service. SCANA Energy will require a \$150 deposit for Group 2 customers. Deposits will be waived for senior citizens except those reconnecting after disconnection. These senior citizens will be assessed a reduced deposit of \$100.

### **Collection**

SCANA Energy will continue to seek collection of any outstanding debts even if you no longer receive natural gas service through SCANA Energy. The account may be sent to a third-party collection agency and/or an attorney for collection purposes. We retain the right to seek additional costs associated with collecting the debt.

### **Estimation of Bills**

SCANA Energy will not send estimated bills when the actual meter readings are available and will not send estimated bills more than two consecutive months. In the event SCANA Energy estimates a bill it will be clearly and conspicuously marked as an "estimate".

## **EXHIBIT D**

### **Disconnection**

If you do not make a payment in full within twenty (20) days of the date your bill is mailed or posted electronically your service may be disconnected. You will be sent a disconnection notice fifteen (15) days prior to the date of disconnection advising you of the availability of one reasonable payment arrangement unless you failed to honor a previous payment arrangement. A Final Notice will be sent by U.S. Mail to your last known mailing address five (5) days prior to disconnection and will constitute sufficient good faith effort to contact you under this agreement.

Service will be disconnected for failure to pay SCANA Energy. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. You are entitled to a reasonable payment arrangement prior to disconnection of service unless you have failed to honor a previous payment arrangement. Your receipt of a reasonable payment arrangement does not constitute a waiver by SCANA Energy of any other rights under the Terms and Conditions and this Disclosure Statement including, but not limited to, SCANA Energy's right to subsequently disconnect service. You are responsible for your consumption charges and all other charges associated with natural gas consumption until the disconnection has been made.

### **Reconnection**

If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee up to \$25, in addition to any fees assessed by AGL, a deposit, if applicable, and the total amount you owe, including any charges from previous metering points, is paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.

Group 2 customers who qualify for Group 1 service may reconnect directly with Group 1 if all debts to SCANA Energy for both Group 1 and Group 2 have been paid.

Regulated Provider customers who qualify for LIHEAP will be reconnected (service re-established within ten (10) days of being disconnected for non-payment) even if the assistance is not sufficient to pay the entire debt.

### **Terms and Conditions**

The content in this Disclosure Statement is incorporated into the Terms and Conditions. The Terms and Conditions are also available online at [scanaenergyregulated.com](http://scanaenergyregulated.com).