

Georgia SEED Program - Experimental

Rate Schedule E-1

The Georgia Sustainable Environmental or Economic Development (Georgia SEED) Program is a voluntary program designed to offer special rates and services to support the retention and expansion of businesses in Georgia and to promote environmentally beneficial initiatives, including projects that reduce carbon emissions and projects that use energy more efficiently.

1. Availability

Service under this rate schedule is available on a voluntary basis, alone or in conjunction with any other applicable rate schedule, to any qualifying person that meets the stated eligibility requirements and contracts with the Company for service under the Georgia SEED program. A qualifying person must intend to become a new customer with the intent to utilize natural gas to provide significant environmental or economic development benefits within the State or in a manner that increases system utilization; be an existing customer that materially expands its use of natural gas; or, be a new or existing customer that provides significant environmental or economic development benefits within the State, or that increases system utilization.

2. Application:

2.1. This Rate Schedule allows the Company to offer customer-specific services under terms and conditions as agreed to between the Company and Customer, including, but not limited to, the following:

(a) SEED Incentive or discounted rates designed to encourage industrial or commercial development, or environmental improvements, within the Company's service areas and enhance the Company's system utilization (SEED Class 1); or

(b) SEED Special Developmental Rates designed to encourage the location of significant environmental projects or economic development projects in Georgia and allow the Company to fully recover from the Customer over the duration of the contract its capital investment, fees, expenses, costs and other charges; (SEED Class 2); or

(c) SEED Special Developmental Rates for non-traditional customers, designed to encourage significant, new and/or innovative projects and allow the Company to install and operate equipment and facilities to fulfill the Contract and fully recover its capital investment, fees, expenses, costs

and other charges from the Customer over the duration of the contract. (SEED Class 3).

2.2 Customers receiving a delivery service from the Company under this rate schedule must obtain natural gas from certificated marketers or poolers.

3. Special Contract and Contract Provisions

3.1 The Customer and the Company shall enter into a contract detailing the rates, charges, terms and other conditions of service. The Customer may request trade secret treatment of the contract together with any and all supporting materials. At the conclusion of the specified term of the Contract, any Company-owned jurisdictional facilities placed in service pursuant to the Contract will be added to the Company's rate base at the net book value of the facilities, and any continuing service to the Customer shall be under the terms and conditions of the then-applicable Tariff rate schedule for similarly situated customers.

3.2 The Contract will include details regarding length of the initial term and any renewal options, a specified term for the recovery of the Company's capital investment in facilities and all related costs, charges and expenses, the operational terms and conditions, the rates and charges applicable to service under the Contract, and other provisions to fully define the obligations and rights of the parties. Where terms or conditions of service under a contract developed pursuant to this rate schedule modify any existing rule or practice of the Commission, such rules or practices shall be deemed superseded during the performance of the contract following approval by the Commission.

3.3 Significant Economic Benefit: Customers must intend to: create new jobs or avoid potential job reductions in the State; qualify for job or investment tax credits under Georgia Code Section 48-7-40; be identified as a prospect by the Georgia Department of Economic Development or applicable county or municipal economic development entity; or otherwise provide material benefits in the areas of economic development or infrastructure enhancements which might not be attained absent service from the Company under this supplemental rate schedule.

3.4 Significant Environmental Benefit: Customers must intend to: install or modernize equipment that uses energy more efficiently; reduce carbon emissions; achieve goals under a State or Federal Energy Plan or Policy as may be established from time to time; or otherwise intend to provide measureable benefits to improve Georgia's environment.

4. Billing:

Recovery of the Company's costs including, but not limited to, the capital investment in facilities, fees, expenses, costs, and other charges shall be billed under a separately stated "SEED CHARGE" on the customer's bill, which shall be determined for each customer and specified in the Contract. In the case of interruptible service, the "SEED CHARGE" as a supplemental charge to the interruptible service charges shall not be subject to sharing with the Universal Service Fund.

5. Commission Review:

The Company shall file the Contract at the Commission for review, together with an analysis of how service under the Contract provides significant environmental or economic benefit or improves system utilization. After review and absent action by the Commission to the contrary, the Contract shall take effect sixty (60) days following the date on which the Contract was filed. Any subsequent amendments following implementation of the Contract that modify the duration of the specified term of the contract or alter the rates and services provided therein shall be submitted to the Commission within sixty (60) days of the effective date of such amendment, and absent action by Commission to the contrary, the amendment(s) shall take effect, as prescribed.

6. Duration of Program:

The Company may originate projects, or execute binding contracts between the Company and a Customer for projects to be placed into service subsequently, for a period of five (5) years. Contracts executed subsequent to the filing date of this rate schedule but prior to approval of the rate schedule shall be deemed part of the Program. The Program may be extended by the Commission. Contracts entered into pursuant to this program may have a term that extends beyond the conclusion of the program and shall not become invalid or otherwise inoperable due to the termination of the program.