STATE OF SOUTH CAROLINA

South Carolina Electric & Gas Company Amendment to Contracts for Natural Gas Service on an Interruptible Basis

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2008 - 364 - G

(Please type or print)

Submitted by: K. Chad Burgess
Address: SCANA Corp.
1426 Main Street MC 130
Columbia, SC 29201

SC Bar Number: 69456
Telephone: 803-217-8141
Fax: 803-217-7931
Other:
Email: chad.burgess@scana.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
☐ Electric	☐ Affidavit	☐ Letter	☐ Request
☐ Electric/Gas	☒ Agreement	☐ Memorandum	☐ Request for Certification
☐ Electric/Telecommunications	☐ Answer	☐ Motion	☐ Request for Investigation
☐ Electric/Water	☐ Appellate Review	☐ Objection	☐ Resale Agreement
☐ Electric/Water/Telecom.	☐ Application	☐ Petition	☐ Resale Amendment
☐ Electric/Water/Sewer	☐ Brief	☐ Petition for Reconsideration	☐ Reservation Letter
☒ Gas	☐ Certificate	☐ Petition for Rulemaking	☐ Response
☐ Railroad	☐ Comments	☐ Petition for Rule to Show Cause	☐ Response to Discovery
☐ Sewer	☐ Complaint	☐ Petition to Intervene	☐ Return to Petition
☐ Telecommunications	☐ Consent Order	☐ Petition to Intervene Out of Time	☐ Stipulation
☐ Transportation	☐ Discovery	☐ Prefiled Testimony	☐ Subpoena
☐ Water	☐ Exhibit	☐ Promotion	☐ Tariff
☐ Water/Sewer	☐ Expedited Consideration	☐ Proposed Order	☐ Other:
☐ Administrative Matter	☐ Interconnection Agreement	☐ Protest	
☐ Other:	☐ Interconnection Amendment	☐ Publisher's Affidavit	
	☐ Late-Filed Exhibit	☐ Report	

K. Chad Burgess
Senior Counsel

chad.burgess@scana.com

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August 14, 2009

VIA ELECTRONIC FILING

The Honorable Charles Terreni
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive (29210)
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Amendment One to Service Agreement between South Carolina Electric & Gas Company and David C. Poole Company, Inc.
Docket No.: 2008-364-G

Dear Mr. Terreni:

Enclosed for filing only is Amendment One to Service Agreement for natural gas on an interruptible basis between South Carolina Electric & Gas Company and David C. Poole Company, Inc.

By copy of this letter, we are providing counsel for the South Carolina Office of Regulatory Staff with a copy of the enclosed documents for its records.

If you have any questions, please advise.

Very truly yours,

K. Chad Burgess

KCB/mcs
Enclosures

cc: Shannon Bowyer Hudson, Esquire (Via Hand Delivery w/Enclosure)

This original
to be returned
to SCE&G Company

ORIGINAL

AMENDMENT ONE TO SERVICE AGREEMENT

This Amendment One, made and entered into this 31st day of July, 2009, by and between SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, hereinafter called "Seller", and DAVID C. POOLE COMPANY, INC., its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Buyer purchases natural gas from Seller's system supply under the terms of a Service Agreement dated March 10, 2008, and

WHEREAS, Buyer and Seller have agreed to amend the Service Agreement between Buyer and Seller to delete the Annual Minimum language, as well as the Cancellation language.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

A. This Amendment One shall become effective on August 1, 2009.

B. Paragraph 10, ANNUAL MINIMUM is deleted:

10. ANNUAL MINIMUM

In consideration of Seller's investment in the facilities required to provide Buyer's requirements in Priority-of-Service Category 3F, Buyer agrees to use a minimum 19,561 dekatherms of natural gas per contract year. This minimum quantity may be satisfied by the use of Interruptible or Transportation gas provided hereunder. The contract year will be the period beginning on March 1 of each calendar year and continuing through February 28 of the following year. Deficit volumes in any contract year will be billed at ninety-six cents ($0.96) per dekatherm.

C. Paragraph 12, CANCELLATION is deleted:

12. CANCELLATION

In the event that this contract is cancelled by Buyer for any reason, the Buyer, in addition to all other sums due under this Agreement, shall pay to the Seller a cancellation charge which is Seller's investment in facilities required to provide service to Buyer less accumulated depreciation, plus the cost of removal and less salvage.

D. The term of this Amendment One shall be the same as the term of the Service Agreement currently in effect.

E. No other provisions of the Service Agreement between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment One to Service Agreement has been executed on the date first above written by the parties hereto, by their officers or other representatives.

DAVID C. POOLE COMPANY, INC.	SOUTH CAROLINA ELECTRIC & GAS COMPANY
Buyer	Seller
Jeff Gardner	Martin Phalen
By Jeff Gardner	By Martin K. Phalen
Site Manager	VICE PRESIDENT – GAS OPERATIONS
Title	Title
7/23/09	7/31/09
Date	Date