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July 11, 2018 1:44 PM
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3. This Mutual Release and the application and interpretation thereof shall be governed exclusively by the laws of the State of New York without regard to conflicts of laws principles.

4. This Mutual Release shall be fully binding upon Owners, Westinghouse and S&W and their respective legal representatives, successors and assigns.

5. Each of the persons executing this Mutual Release on behalf of their respective principals warrants that he or she is legally entitled to enter into this Mutual Release and release every claim and liability, whether potential or actual, herein referred to, and that he or she has the authority to bind his or her respective principals and has full authority to enter into this Mutual Release.

6. Owners, Westinghouse and S&W acknowledge and represent that each has had sufficient opportunity to consult its own legal counsel with regard to the negotiation and preparation, as well as the scope and effect, of this Mutual Release.

7. Owners, Westinghouse and S&W agree to execute any further documents necessary and take such other actions as to effectuate this Mutual Release.

8. This Mutual Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Mutual Release by their duly authorized representatives.

Westinghouse Electric Company LLC

By_____

Title President & Chief Executive Officer

Date October 27, 2015

CB&I Stone & Webster, Inc.

By_____

Title_____

Date_____

South Carolina Electric & Gas Company, for itself and as agent for the South Carolina Public Service Authority

By_____

Title Chairman & CEO

Date October 27 2015

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D. C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 27, 2015

Commission File Number	Registrant, State of Incorporation, Address and Telephone Number	I.R.S. Employer Identification No.
1-8809	SCANA Corporation (a South Carolina corporation) 100 SCANA Parkway, Cayce, South Carolina 29033 (803) 217-9000	
1-3375	South Carolina Electric & Gas Company (a South Carolina corporation) 100 SCANA Parkway, Cayce, South Carolina 29033 (803) 217-9000	

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425) ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)) ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

This combined Form 8-K is separately provided by SCANA Corporation and South Carolina Electric & Gas Company. Information contained herein relating to any individual company is provided by such company on its own behalf. Each company makes no representation as to information relating to the other company.

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On October 27, 2015, the Engineering, Procurement and Construction Agreement dated May 23, 2008 ("EPC Agreement") for nuclear power plant Units 2 and 3 at the Virgil C. Summer Nuclear Generating Station (“Project”) by and between South Carolina Electric & Gas Company (“SCE&G”), for itself and as agent for the South Carolina Public Service Authority (collectively "Owner"), and a consortium consisting of Westinghouse Electric Company, LLC (“WEC”) and CB&I Stone & Webster, Inc. (“Stone & Webster”) (collectively "Contractor") was amended (“October 2015 Amendment”). The October 2015 Amendment will become effective upon the consummation of the acquisition by WEC of the stock of Stone & Webster from Chicago Bridge & Iron Company N.V. (“CB&I”), and will become null and void in the event such acquisition is not consummated by March 31, 2016. Following that acquisition, Stone & Webster will continue to be a member of the Consortium as a subsidiary of WEC instead of CB&I. WEC will engage Fluor Corporation or its affiliate(s) as a subcontracted construction manager.

Among other things, upon effectiveness, the October 2015 Amendment would (i) resolve by settlement and release substantially all outstanding disputes between the Owner and Contractor, in exchange for (a) an additional cost to be paid by the Owner of $300 million (SCE&G’s 55% portion being $165 million) and an increase in the fixed component of the contract price by that amount, and (b) a credit to Owner of $50 million (SCE&G’s 55% portion being approximately $27 million) to be applied to the target component of the contract price, (ii) revise the guaranteed substantial completion dates of Units 2 and 3 to August 31, 2019 and 2020, respectively, (iii) revise the delay-related liquidated damages computation requirements, including those related to the eligibility of the Units to earn Internal Revenue Code Section 45J production tax credits, and cap those aggregate liquidated damages at $463 million per Unit (SCE&G’s 55% portion being approximately $255 million per Unit), (iv) provide for payment to the Contractor of a completion bonus of $275 million per Unit (SCE&G’s 55% portion being approximately $151 million per Unit) for each Unit placed in service by the deadline to qualify for production tax credits, (v) provide for the development of a revised construction payment milestone schedule, with the Owner making monthly payments of $100 million (SCE&G’s 55% portion being $55 million) for each of the first five months following effectiveness, followed by payments made based on milestones achieved, and (vi) provide that the Owner waives and cancels the CB&I Parent Company Guaranty with respect to the Project. The payment obligations under the EPC Agreement are joint and several obligations of WEC and Stone & Webster, and the October 2015 Amendment provides for Toshiba Corporation, WEC’s parent company, to reaffirm its guaranty of WEC’s payment obligations.

In addition to the above, upon effectiveness, this October 2015 Amendment would provide for an explicit definition of a Change in Law designed to reduce the likelihood of certain commercial disputes. As part of this, the Contractor would also acknowledge and agree that the Project scope includes providing the Owner with Units that meet the standards of the NRC approved Design Control Document Revision 19. The October 2015 Amendment would also establish a dispute resolution board process for certain commercial claims and disputes, including any dispute that might arise with respect to the development of the revised construction payment milestone schedule referred to above. The EPC Agreement would also be revised to eliminate the requirement or ability to bring suit before substantial completion of the Project.

Finally, upon effectiveness, this October 2015 Amendment would provide the Owner an irrevocable option, until November 1, 2016 and subject to regulatory approvals, to further amend the EPC Agreement to fix the total amount to be paid to the Contractor for its entire scope of work on the Project (excluding a limited amount of work within the time and materials component of the contract price) after June 30, 2015 at $6.082 billion (SCE&G’s 55% portion being approximately $3.345 billion). This total amount to be paid would be subject to adjustment for amounts paid since June 30, 2015. Were this option to be exercised, the aggregate delay-related liquidated damages amount referred to in (iii) above would be capped at $338 million per Unit (SCE&G’s 55% portion being approximately $186 million per Unit), and the completion bonus amounts referred to in (iv) above would be $150 million per Unit (SCE&G’s 55% portion being approximately $83 million per Unit).

Resolution of the disputes as described in (i) above, or the Owner’s exercise of the fixed price option, would result in estimated Project costs above the amounts approved by the Public Service Commission of South Carolina (“SC PSC”) in its Order dated September 10, 2015; however, the guaranteed completion dates fall within the 18-month contingency periods included within that Order. SCE&G expects to hold an allowable ex parte communication briefing with the SC PSC in coming weeks. Once the evaluation of the fixed price option is complete, SCE&G will discuss with the South Carolina

SCE&G PROPRIETARY AND CONFIDENTIAL
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DOCKET NO. 2016-223-E - ORS - PROCEEDING
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Office of Regulatory Staff its conclusion regarding whether to exercise that option and make a filing with the SC PSC.

Item 7.01 REGULATION FD DISCLOSURE.

On October 27, 2015, SCANA Corporation (the Company) issued the press release attached hereto as Exhibit 99.1.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit 99.1 Press release dated October 27, 2015.

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ORDER NO.
FILED
July 14, 2016
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each of the registrants has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized. The signature of each registrant shall be deemed to relate only to matters having reference to such registrant and any subsidiaries thereof.

SCANA Corporation
South Carolina Electric & Gas Company
(Registrants)

Date: October 27, 2015 By: /s/James E. Swan, IV
James E. Swan, IV
Controller

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EXHIBIT INDEX

Number

99.1 Press release dated October 27, 2015

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Filed: 2/12/2018 4:41 PM
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Exhibit 99.1

Media Contact:
Eric Boomhower
(803) 217-7701
eboomhower@scana.com

Investor Contacts:
Bryant Potter
(803) 217-6916
addison.potter@scana.com

Susan Wright
(803) 217-4436
susan.wright@scana.com

SCE&G Announces an Amendment to the Engineering, Procurement, and Construction Agreement for AP1000 Plants at VC Summer Station

Cayce, SC, October 27, 2015... South Carolina Electric & Gas Company (SCE&G), principal subsidiary of SCANA Corporation (NYSE: SCG), and acting as agent on behalf of Santee Cooper, South Carolina's state-owned electric and water utility, announced today that it has agreed to an amendment of the Engineering, Procurement, and Construction Agreement (EPC Agreement) dated May 23, 2008 with a consortium consisting of Westinghouse Electric Company, LLC (WEC) and CB&I Stone & Webster, Inc (Stone & Webster). WEC intends to acquire the stock of Stone & Webster from Chicago Bridge & Iron Company N.V. (CB&I). Following that acquisition, Stone & Webster will continue to be a party to the EPC Agreement for the two AP1000 nuclear power plants Units 2 and 3 at the VC Summer Station (Project), but as a subsidiary of WEC instead of CB&I. The amendment to the EPC Agreement allows CB&I to exit its guaranty obligation related to the Project. The payment obligations under the EPC Agreement are joint and several obligations of WEC and Stone & Webster, and the October 2015 Amendment provides for Toshiba Corporation, WEC's parent company, to reaffirm its guaranty of WEC's payment obligations. WEC intends to engage Fluor Corporation or its affiliates as a subcontracted construction manager.

"We are excited about the changes in the structure of the construction team and the amendment to the EPC contract for the new nuclear plants and see these changes as very positive," said Kevin Marsh, SCANA's Chairman and CEO. "Fluor is well respected in the industry and has been involved with many large electric generation projects, including our VC Summer Unit 1. Fluor has deep South Carolina roots and an excellent record of delivering on commitments. The amendment to the EPC contract provides for significantly higher liquidated damages that are linked to timely completion of the nuclear plants and qualification for federal production tax credits. We have strengthened the language in the EPC contract defining regulatory changes which has been the basis for many of our disputes with the consortium in the past. We also have negotiated a fixed price option which, if exercised, would limit the construction cost of the new nuclear plants. Our Form 8-K filed today with the Securities and Exchange Commission provides more detail regarding the EPC contract amendment. In addition, the Company will host an analysts' conference call on Thursday, October 29, 2015 to discuss third quarter earnings and to add further details on this amendment. We believe these changes provide better protection against future cost increases for our customers and the company."

This amendment revises the Guaranteed Substantial Completion Dates (GSCDs) for Units 2 and 3 to August 31, 2019 and 2020, respectively. The new GSCDs are linked to significantly higher

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delay-related liquidated damages. In addition, completion bonuses have been added to the contract.

Under this amendment, the total Project costs for SCE&G will increase by approximately $286 million over the $6.827 billion approved by the Public Service Commission of South Carolina (SCPSC) in Order No. 2015-661. This will bring the total gross construction cost of the Project to approximately $7.113 billion.

In addition, this amendment provides SCE&G, for itself and as agent for Santee Cooper, an exclusive and irrevocable option to, at any time prior to November 1, 2016, further amend the EPC Agreement to fix as of June 30, 2015 the total amount remaining to be paid for the entire scope of work on the Project at approximately $3.345 billion (SCE&G's 55% portion of $6.082 billion). This exercisable fixed price option would result in SCE&G's total Project costs to increase by approximately $774 million over the $6.827 billion approved by the SCPSC in Order No. 2015-661. This would bring the total gross construction cost of the Project to approximately $7.601 billion.

PROFILE

SCE&G is a regulated public utility engaged in the generation, transmission, distribution and sale of electricity to approximately 697,000 customers in South Carolina. The company also provides natural gas service to approximately 343,000 customers throughout the state. More information about SCE&G is available at www.sceg.com.

SCANA Corporation, headquartered in Cayce, SC, is an energy-based holding company principally engaged, through subsidiaries, in electric and natural gas utility operations and other energy-related businesses. Information about SCANA and its businesses is available on the company's website at www.scana.com.

SAFE HARBOR STATEMENT

Statements included in this press release which are not statements of historical fact are intended to be, and are hereby identified as, "forward-looking statements" for purposes of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include, but are not limited to, statements concerning key earnings drivers, customer growth, environmental regulations and expenditures, leverage ratio, projections for pension fund contributions, financing activities, access to sources of capital, impacts of the adoption of new accounting rules and estimated construction and other expenditures. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "should," "expects," "forecasts," "plans," "anticipates," "believes," "estimates," "projects," "predicts," "potential" or "continue" or the negative of these terms or other similar terminology. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks and uncertainties, and that actual results could differ materially from those indicated by such forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, but are not limited to, the following: (1) the information is of a preliminary nature and may be subject to further and/or continuing review and adjustment; (2) legislative and regulatory actions, particularly changes in rate regulation, regulations governing electric grid

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reliability and pipeline integrity, environmental regulations, and actions affecting the construction of new nuclear units; (3) current and future litigation; (4) changes in the economy, especially in areas served by subsidiaries of SCANA; (5) the impact of competition from other energy suppliers, including competition from alternate fuels in industrial markets; (6) the impact of conservation and demand side management efforts and/or technological advances on customer usage; (7) the loss of sales to distributed generation, such as solar photovoltaic systems; (8) growth opportunities for SCANA's regulated and diversified subsidiaries; (9) the results of short- and long-term financing efforts, including prospects for obtaining access to capital markets and other sources of liquidity; (10) the effects of weather, especially in areas where the generation and transmission facilities of SCANA and its subsidiaries (the Company) are located and in areas served by SCANA's subsidiaries; (11) changes in SCANA's or its subsidiaries' accounting rules and accounting policies; (12) payment and performance by counterparties and customers as contracted and when due; (13) the results of efforts to license, site, construct and finance facilities for electric generation and transmission, including nuclear generating facilities and results of efforts to operate its electric and gas systems and assets in accordance with acceptable performance standards; (14) maintaining creditworthy joint owners for SCE&G's new nuclear generation project; (15) the ability of suppliers, both domestic and international, to timely provide the labor, secure processes, components, parts, tools, equipment and other supplies needed, at agreed upon quality and prices, for our construction program, operations and maintenance; (16) the results of efforts to ensure the physical and cyber security of key assets and processes; (17) the availability of fuels such as coal, natural gas and enriched uranium used to produce electricity; the availability of purchased power and natural gas for distribution; the level and volatility of future market prices for such fuels and purchased power; and the ability to recover the costs for such fuels and purchased power; (18) the availability of skilled and experienced human resources to properly manage, operate, and grow the Company's businesses; (19) labor disputes; (20) performance of SCANA's pension plan assets; (21) changes in taxes and tax credits, including production tax credits for new nuclear units; (22) inflation or deflation; (23) compliance with regulations; (24) natural disasters and man-made mishaps that directly affect our operations or the regulations governing them; and (25) the other risks and uncertainties described from time to time in the reports filed by SCANA or SCE&G with the United States Securities and Exchange Commission. The Company disclaims any obligation to update any forward-looking statements.

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2018-10-01 11:44:41 PM
CC-2018-0128
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From: Wenick, George(gdwenick@smithcurrie.com)
To: Carter, Lonnie
CC: MARSH, KEVIN B;LINDSAY, RONALD
BCC:
Subject: Bechtel Draft Report
Sent: 11/18/2015 02:18:40 PM -0500 (EST)
Attachments:

***This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Lonnie,
I received a draft report from Bechtel late last week. Bechtel was engaged in anticipation of litigation between the V.C. Summer Owners and the current Consortium. The recent amendment to the EPC Agreement promises to make such litigation unnecessary. The recent amendment has also made many of Bechtel's comments obsolete, inasmuch as those comments focus a great deal on the relationship between WEC and CB&I, on CB&I's performance, and on original terms of the EPC Agreement that have now been modified.
In light of these and related matters, I see no reason to release request Bechtel to put the report in final, unless and until something were to happen that led to litigation. I am available to discuss the draft report with you and Kevin, however.
I have been told that Kevin is available more or less anytime this afternoon for such a discussion. I understand that you are in Washington, D.C. today. Please write back to say whether you would like to have such a discussion, whether you have a window of time this afternoon for that purpose and, if so, to suggest a time. If appropriate, I will then circulate a call-in number.
George

Reply to:
George D. Wenick
gdwenick@smithcurrie.com
Smith, Currie & Hancock, LLP
2700 Marquis One Tower
245 Peachtree Center Avenue
Atlanta, GA 30303-1227
Direct Dial 404/582-8037
Fax. 404/688-0671

SANTEE/SCANA 1/14/16 Re 3rd PARTY ASSMNT

SANTEE: LONNIE/M. BAILEY/M. CROSBY/S. PERCIVAL/M. CHORLY

SCANA: KBM/ JBA/ [illegible]/ RON LINDSAY/ A. BYNUM

G. WENICK:

GW GAVE OVERVIEW OF WHY WE WORKED BECHTEL

LC A YEAR AGO SANTEE APPROACHED SCANA W/ NEPOTISM 3rd PARTY ASSMNT AS PROJ WASN'T GOING WELL; HAD TO DO SOMETHING.

SANTEE & SCANA IN TUNED IN TO THIS

PROTECTING FROM LITIGATION PERSPECTIVE IS IN CONFLICT W/ OPERG INTENT

PROTECTION DOESN'T MEAN OWN GW CAN SEE RAPT. -- SANTEE HAS TRADITIONAL SAFE

GW I'M JUST COUNSEL HERE TO LOOK FOR GUIDANCE

MEANT BECHTEL RECOMMENDATIONS MOST BY MEAN AGREEMENT

RE SKED THEY WOULD NEED TO HAVE "MORE" RESOURCES IF LOOK @ SKED

CONCERN W/ BECHTEL METHODS FOR SKED PREDICTIVE

KBM WE DIDN'T ENGAGE TO COME UP W/ NEW PREDICTED DISINTERCONNECTION DATE

GW IF WE DON'T Δ THEIR PREDICTION WILL BE VIEWED AS CHANGES OPINION - CONSEQUENSES

LC OTHER SKED ESTIMATES NO LONGER RELEVANT - NEED FEDBACK INPUT ON WHAT THEY CAN DO:

COULD WE HAVE 2 REPORTS ONE PUBLIC/ONE NOT

GW DISCLOSURE ISSUES: POTENTIALLY

I'M OPINION LAWYER & I'M TELLING YOU THAT MOVE OFF SANTEE PROVIDER IS NOT USEFUL - PARTICULARLY SKED WHICH IS BASED ON 'DIRE PREDICTIONS'

RIL HIRED GW AS CONSULT INDEPENDENT EXPERT

LC DON'T WANT BECHTEL TO 'WHISPER IN MARKET' THAT WE WHITEWASHED REPORT

MB WE'RE ON SAME TEAM - CAN'T DISREGARD NOT SEEING WHAT IS IN DRAFT REPORT

RIL CAN HAVE GW EXPLAIN TO YOUR BOARD

KBM PRESENTATION IN OCT. WAS TIZZY-FIZZY - DIDN'T DISCUSS ANYTHING EZ-SOL.

LET COUNSEL GO THROUGH DRAFT TODAY AND SEE IF WE CAN AGREE

3P WHERE WOULD STANDARDS USED HERE BE REVIEW.

GW SJD IS RELIABILITY

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2016 Jul 14 4:41 PM
SCPSC

From: Wenick, George(gdwenick@smithcurrie.com)
To: LINDSAY, RONALD; Baxley, Mike (mike.baxley@santeecooper.com); Pelcher, Steve (stephen.pelcher@santeecooper.com); BYNUM, ALVIS J JR
CC:
BCC:
Subject: Bechtel
Sent: 02/05/2016 04:33:18 PM -0500 (EST)
Attachments: Final 2-5-16 VC Summer Units 2 & 3 - Project Assessment Report.pdf;

***This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Gentlemen,
Attached is Bechtel's final " Summer Units 2 & 3 - Project Assessment Report." Please distribute as you see fit.
George

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2/28/2019 4:44 PM - SCPSC

From: GISSENDANNER, MATTHEW W
Sent: Thursday, May 3, 2018 8:44 AM
To: Hudson, Shannon <shudson@regstaff.sc.gov>
Cc: Lisa S Booth <lisa.s.booth@dominionenergy.com>; BURGESS, KENNETH CHAD <chad.burgess@scana.com>; Edwards, Nanette <nsedwar@regstaff.sc.gov>; Pittman, Jenny <jpittman@regstaff.sc.gov>; JACKSON, KENNETH R <KJACKSON@scana.com>; HINSON, BYRON W <BHINSON@scana.com>
Subject: RE: E-Room Documents

Shannon:

Attached hereto is the draft confidentiality agreement that you requested for the consolidated dockets.

Matt

From: Hudson, Shannon [mailto:shudson@regstaff.sc.gov]
Sent: Wednesday, May 02, 2018 12:57 PM
To: GISSENDANNER, MATTHEW W <MATTHEW.GISSENDANNER@scana.com>
Cc: Lisa S Booth <lisa.s.booth@dominionenergy.com>
Subject: RE: E-Room Documents

***This is an EXTERNAL email from "Hudson, Shannon" (shudson@regstaff.sc.gov). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Thank you.

From: GISSENDANNER, MATTHEW W [mailto:MATTHEW.GISSENDANNER@scana.com]
Sent: Wednesday, May 2, 2018 12:08 PM
To: Hudson, Shannon <shudson@regstaff.sc.gov>
Cc: JACKSON, KENNETH R <KJACKSON@scana.com>; HINSON, BYRON W <BHINSON@scana.com>; K. Chad Burgess <chad.burgess@scana.com>; Lisa S Booth <lisa.s.booth@dominionenergy.com>; Edwards, Nanette <nsedwar@regstaff.sc.gov>; Pittman, Jenny <jpittman@regstaff.sc.gov>
Subject: RE: E-Room Documents

Thanks, Shannon.

Lisa and I will pull together a draft and send it to you as soon as possible.

Matt

From: Hudson, Shannon [mailto:shudson@regstaff.sc.gov]
Sent: Wednesday, May 02, 2018 11:52 AM
To: GISSENDANNER, MATTHEW W <MATTHEW.GISSENDANNER@scana.com>
Cc: JACKSON, KENNETH R <KJACKSON@scana.com>; HINSON, BYRON W <BHINSON@scana.com>; BURGESS, KENNETH CHAD <chad.burgess@scana.com>; Lisa S Booth <lisa.s.booth@dominionenergy.com>; Edwards, Nanette <nsedwar@regstaff.sc.gov>; Pittman, Jenny <jpittman@regstaff.sc.gov>
Subject: RE: E-Room Documents

***This is an EXTERNAL email from "Hudson, Shannon" (shudson@regstaff.sc.gov). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Matt,

Thanks for your response. Please send us the merger docket confidentiality agreement.

Shannon

From: GISSENDANNER, MATTHEW W [mailto:MATTHEW.GISSENDANNER@scana.com]
Sent: Tuesday, May 1, 2018 6:30 PM
To: Hudson, Shannon <shudson@regstaff.sc.gov>
Cc: JACKSON, KENNETH R <KJACKSON@scana.com>; HINSON, BYRON W <BHINSON@scana.com>; K. Chad Burgess <chad.burgess@scana.com>; Lisa S Booth <lisa.s.booth@dominionenergy.com>; Edwards, Nanette <nsedwar@regstaff.sc.gov>
Subject: Fwd: E-Room Documents

Shannon:

SCE&G understands that ORS is requesting certain confidential information be placed in the e-room pursuant to the terms of the Nuclear Facility Master Confidentiality Agreement executed between SCE&G and ORS on July 21, 2009. Please confirm that this understanding is correct. If so, SCE&G is agreeable to posting the following confidential NND-specific responses in the e-room pursuant to the terms of the Nuclear Facility Master Confidentiality Agreement and provided that ORS does not print or download any of the information provided: 2-3, 4-64, 4-66, 4-67, 4-69 (except for attorney-client privileged information) and 6-31.

Byron and I have been unable to locate the signatures for the confidentiality agreement for the following individuals associated with J Kennedy--Brian Barber, Stephen Baron, and Jessica Inman. Prior to SCE&G uploading the above-referenced responses, please forward or re-forward these signatures. I have also asked Byron to confirm that we have signatures for everyone else with access to the e-room prior to the upload. Should he identify others requiring signatures, I will let you know.

SCE&G notes that it is has already provided ORS with access to the confidential information responsive to Request 5-23.

With respect to the remaining requests for confidential information, those requests seek confidential information from SCE&G and/or Dominion Energy related to the proposed business combination. In order for SCE&G and/or Dominion to

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post this information to the e-room, SCE&G and Dominion will require the execution of a confidentiality agreement related to the merger docket among SCE&G, Dominion Energy, and ORS (and its consultants).

Thanks,
Matt

From: Hudson, Shannon [mailto:shudson@regstaff.sc.gov]
Sent: Tuesday, May 01, 2018 11:27 AM
To: BURGESS, KENNETH CHAD <chad.burgess@scana.com>
Cc: Edwards, Nanette <nsedwar@regstaff.sc.gov>; JACKSON, KENNETH R <KJACKSON@scana.com>; HINSON, BYRON W <BHINSON@scana.com>
Subject: E-Room Documents

***This is an EXTERNAL email from "Hudson, Shannon" (shudson@regstaff.sc.gov). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Good morning Chad,

We ask that discovery documents currently available for viewing at the Company's headquarters be placed in the E-room as has been done in the past with other documents. Our consultants are headquartered out of state and to require each to visit SCANA's headquarters would raise costs considerably. Further, our consultants have signed the confidentiality agreement, and we reaffirm that there will be no printing or downloading. The ability to view documents in the e-room would greatly reduce costs and provide reasonable access for ORS and its consultants.

Please let me know today if the documents can be placed on the E-Room for viewing.

We appreciate you and your assistance,

Shannon

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06/28/2018 4:41 PM - SCPSC

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CONFIDENTIAL
PROCEEDING
DOCKET NO. 2018-185-E - OCTOBER 29, 2018 - 4:41 PM
SCPSC - ORS - Docket 2018-185-E - Page 16 of 50

From: Hudson, Shannon
Sent: Wednesday, April 25, 2018 11:25 AM
To: Chad Burgess <chad.burgess@scana.com>
Cc: Matt Gissendanner <matthew.gissendanner@scana.com>; Pittman, Jenny <jpittman@regstaff.sc.gov>
Subject: Signatures of J. Kennedy for CA

Good morning Chad,

Attached please find the Conf Agrmnt signature pages for J. Kennedy.

Shannon

Shannon Bowyer Hudson, Esquire

Deputy Chief Counsel

Legal Department

South Carolina Office of Regulatory Staff

1401 Main Street, Suite 900

Columbia, SC 29201

http://www.regulatorystaff.sc.gov/

E-mail: shudson@regstaff.sc.gov

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The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, transmission, dissemination or other use of, or taking any action in reliance upon this information, by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. Thank you.

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BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NOS. 2017-207-E, 2017-305-E, AND 2017-370-E

In Re: Friends of the Earth and Sierra Club, Complainant/Petitioner v. South Carolina Electric & Gas Company, Defendant/Respondent	)	
	)	**CONFIDENTIALITY AGREEMENT**
In Re: Request of the South Carolina Office of Regulatory Staff for Rate Relief to SCE&G Rates Pursuant to S.C. Code Ann. § 58-27-920	)	
In Re: Joint Application and Petition of South Carolina Electric & Gas Company and Dominion Energy, Inc., for Review and Approval of a Proposed Business Combination between SCANA Corporation and Dominion Energy, Inc., as May Be Required, and for a Prudency Determination Regarding the Abandonment of the V.C. Summer Units 2 & 3 Project and Associated Customer Benefits and Cost Recovery Plan.	)	

This Confidentiality Agreement ("Agreement") is entered into by and among South Carolina Electric & Gas Company ("SCE&G") and Dominion Energy, Inc. ("Dominion Energy") (each a "Joint Petitioner" and collectively "Joint Petitioners"), and the South Carolina Office of Regulatory Staff ("ORS") (each a "Party" and collectively "Parties") on this ___ day of May, 2018.

WHEREAS, ORS is automatically a party to all matters before the Public Service Commission of South Carolina ("the Commission") pursuant to S.C. Code Ann. § 58-4-10;

WHEREAS, in Docket No. 2017-370-E, Joint Petitioners have applied to and petitioned

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the Commission for review and approval of a proposed transaction whereby SCE&G's parent, SCANA Corporation, will become a wholly-owned subsidiary of Dominion Energy and approval of a customer benefit and cost recovery plan for new nuclear development costs associated with the V.C. Summer Units 2 & 3 Project to accompany the proposed business combination;

WHEREAS, by Order No. 2018-80, dated January 31, 2018, the Commission consolidated the proceedings in Docket No. 2017-370-E, Docket No. 2017-207-E, and Docket No. 2017-305-E ("Consolidated Dockets");

WHEREAS, in order to perform its statutory duties, ORS desires to have access to information that may be deemed by either or both Joint Petitioners as proprietary, commercially and/or competitively sensitive, confidential and trade secrets subject to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is herein acknowledged, the Parties hereby agree as follows:

1. That upon execution and receipt of this Agreement, Joint Petitioners will make available to ORS and those consultants hired by ORS who have executed this Confidentiality Agreement as an "Additional Party" such information that a Joint Petitioner has deemed and marked as Confidential Information in connection with the Consolidated Dockets. The Confidential Information will be made available at SCE&G's offices or upon agreement of the Parties may be delivered to ORS's office or another mutually agreeable location or means. If the Parties are unable to reach agreement regarding the proper means to provide access to Confidential Information while maintaining its confidentiality, each Party may pursue those rights or remedies that are available pursuant to South Carolina law.

2. "CONFIDENTIAL INFORMATION" is defined by the Joint Petitioners as commercially valuable, non-public information, including but not limited to: all internal rate

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methodologies, accounting documents, technical documents, project management methodologies, commercially-sensitive pricing information, any and all intellectual property rights, financial information, trade secrets as defined under common law and S.C. Code Ann. § 39-8-20(5) (Supp. 2017), know-how, plans, methods, processes, feasibility documents, planning documents, marketing documents, evaluative material and documents, documents and information related to competition, customer information and data, strategic business plans, or documents of any nature, including but not limited to any written, printed, typed, recorded, photographic, or other graphic matter of any kind or nature, and all mechanical and electrical sound recordings and any transcripts thereof, and computer data files or electronic storage methods in the possession, custody, and/or control of any Party in any manner and/or by any media, whether oral, visual, or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof marked as being confidential by a Joint Petitioner whether disclosed before or after the date of this Agreement. Confidential Information may include information which a Joint Petitioner is under a contractual obligation to protect from disclosure. Any calculations, computations, compilations, notes, or analyses of the Confidential Information conducted, performed, or recorded in whatever form shall be marked as Confidential Information and treated as such unless otherwise agreed by the Parties.

Field Code Changed

3. If a Joint Petitioner deems certain information as confidential, then it will designate that information as confidential by labeling each page "CONFIDENTIAL" unless ORS has agreed that a single designation may be given on the binder, coversheet, compact disc or computer diskette case or in another manner acceptable to ORS which conspicuously denotes that all information included therein is confidential. Prior to marking any requested information "CONFIDENTIAL," the Joint Petitioner must make a good-faith determination that the material contains or discloses

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Confidential Information. Information shall be treated as confidential and subject to the terms and conditions of this Agreement upon receipt of the information so marked.

4. By execution of this Agreement, ORS does not necessarily concede that such designated information is, in fact, proprietary, commercially and/or competitively sensitive or confidential or in the nature of a trade secret. If ORS disagrees with a Joint Petitioner's confidential designation, ORS nevertheless agrees to maintain the information in confidence subject to this Agreement until either the Joint Petitioner has agreed to remove the confidential designation or an appropriate forum has ruled upon a request or application to relieve ORS of the obligation to maintain the information in confidence.

5. In the event a Joint Petitioner inadvertently fails to designate as Confidential Information certain information the Joint Petitioner deems is otherwise qualified for such protection, the Joint Petitioner may make such a designation up to twenty-four (24) hours prior to the scheduled hearing in this matter by notifying ORS in writing and providing such Confidential Information with the proper marking. In the event a Joint Petitioner does designate information as Confidential Information pursuant to this paragraph, ORS is not deemed in violation of this Agreement for disclosing information before it is designated by a Joint Petitioner as being Confidential Information.

6. ORS hereby covenants and agrees not to disclose any of the Confidential Information. ORS also agrees that it will treat such information as proprietary, commercially and/or competitively sensitive or confidential or in the nature of a trade secret and will safeguard such information so as to prevent disclosure to any other person. It is further agreed that the Confidential Information requested herein will be used for no purpose other than for ORS's official duties for the matters relating to the Consolidated Dockets. ORS will limit the dissemination of Confidential Information to only those employees, attorneys, expert witnesses,

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or consultants of ORS who have a need to know, and any expert witness or consultant retained by ORS shall be required to execute a copy of this Agreement as an "Additional Party." It shall be the obligation of the undersigned representative of ORS to insure that all employees and attorneys who have need to access Confidential Information are informed of the proper means of safeguarding Confidential Information and insure that expert witnesses or consultants have duly executed a copy of this Agreement prior to receiving and reviewing Confidential Information. The undersigned representative for ORS hereby certifies that all employees, attorneys, expert witnesses, or consultants reviewing the Confidential Information shall abide by and adhere to the terms and conditions of this Agreement and are responsible for such compliance.

7. ORS will promptly notify the Joint Petitioners of its desire to use any of the Confidential Information as part of any filing, argument, or hearing related to the Consolidated Dockets. If any such use is planned, the Joint Petitioners and ORS shall communicate and agree to a mutually agreeable procedure which will accommodate the needs of ORS while at the same time protecting the Confidential Information from disclosure to the public.

8. ORS shall provide the Joint Petitioners with prompt notice and a copy of any request ORS receives for any such Confidential Information.

9. In the event ORS receives any request under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq*. ("FOIA") for information a Joint Petitioner has marked confidential, ORS shall promptly inform SCE&G's counsel, K. Chad Burgess, Esquire, and Dominion Energy's counsel, Lisa S. Booth, Esquire, of such request by notifying Joint Petitioners in writing and shall provide Joint Petitioners with a copy of the request. The Joint Petitioners are to respond to ORS within five (5) calendar days of being notified by ORS on whether the information requested continues to be Confidential Information and is exempt from disclosure in accordance with the governing law.

10. Should certain of the Confidential Information be disclosed on a public record in any jurisdiction by someone not a Party to this Agreement and such disclosure is in no way attributable to the Confidential Information provided to ORS under the terms and conditions of this Agreement, then ORS shall not be bound by the provisions of this Agreement.

11. This Agreement is binding with respect to each signatory on the date of execution and each executed copy of this Agreement shall be deemed the original.

12. Persons receiving Confidential Information have a duty to use and maintain Confidential Information in accordance with this Agreement. If any person subject to this Agreement uses or discloses Confidential Information in violation of this Agreement, ORS shall neither utilize such Confidential Information in any proceeding nor proffer such Confidential Information for admission as evidence unless otherwise agreed to in writing by the Joint Petitioners at least forty-eight (48) hours in advance of any hearing in which ORS seeks to use the information.

13. Upon request by the Joint Petitioners at any time after the conclusion of the proceedings in the Consolidated Dockets (including any appeals), the Confidential Information and any copies thereof which have been made, except those documents that ORS determines it must retain to document that it met professional standards in the execution of its examination, shall be destroyed or returned to the Joint Petitioners. All work product reflecting the Confidential Information, or any provisions thereof, may be maintained by ORS, subject to ORS's compliance with the terms and conditions of this Agreement. Further, ORS agrees to identify its work product reflecting Confidential Information, including any work product maintained in an electronic form, by labeling said work product clearly and conspicuously with the word "CONFIDENTIAL" and including a reference to the caption on page one.

14. "Work Product" is defined as tangible materials and intangible equivalents

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Docket UM 1181 Exhibit 33 Page 10 of 50

prepared, collected, or assembled in anticipation of litigation. Work Product includes materials prepared, collected or assembled by lawyers and non-lawyers including, but not limited to administrative personnel, auditors, engineers, and regulatory analysts. Tangible materials include documents, photographs, diagrams, sketches, questionnaires and surveys, financial and economic analyses, hand written notes, and material in electronic and other technologically advanced forms, such as stenographic, mechanical or electronic recordings or transmissions, computer databases, tapes and printouts. Work Product also includes information collected by ORS from regulated utilities and incorporated into or accompanying reports generated by ORS auditors, regulatory analysts, lawyers, administrative personnel, or engineers.

15. This Agreement shall cover all matters related to the Consolidated Dockets. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties. A failure or delay of any Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

16. This Agreement constitutes the entire agreement among the Parties for the transfer of the Confidential Information referenced herein for the purpose described herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, among the Parties respecting said Confidential Information.

17. The restrictions and obligations of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and the completion of proceedings in the Consolidated Dockets and shall continue to bind ORS and any signatory.

18. This Agreement shall be governed by and interpreted in accordance with the laws

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of the State of South Carolina.

19. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any Party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

[SIGNATURE PAGES FOLLOW]

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SOUTH CAROLINA OFFICE OF REGULATORY STAFF

_____

Shannon Bowyer Hudson, Esquire
1401 Main Street, Suite 900
Columbia, SC 29201
Phone: (803) 737-0575
(803) 737-0889
Fax: (803) 737-0895
Email: shudson@regstaff.sc.gov

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SOUTH CAROLINA ELECTRIC & GAS COMPANY

_____

K. Chad Burgess, Esquire
Matthew W. Gissendanner, Esquire
South Carolina Electric & Gas Company
220 Operation Way
Mail Code C222
Cayce, SC 29033
Phone: (803) 217-8141
(803) 217-5359
Email: chad.burgess@scana.com
matthew.gissendanner@scana.com

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CONFIDENTIAL PROCEEDINGS 2020-00181 PO 28 SCC DOCKET CONTROL CENTER 2/17/2021 4:44 PM Page 17 of 50

DOMINION ENERGY, INC.

_____

Lisa S. Booth, Esquire
Dominion Energy Services, Inc.
120 Tredegar St., Riverside 2
Richmond, VA 23233
Phone: (804) 819-2288
Email: lisa.s.booth@dominionenergy.com

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CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

As an Additional Party to the Confidentiality Agreement, I certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Confidentiality Agreement entered into by South Carolina Electric & Gas Company ("SCE&G"), Dominion Energy, Inc. ("Dominion Energy") and the South Carolina Office of Regulatory Staff ("ORS") related to the Consolidated Dockets, that I have read the Confidentiality Agreement, and that I agree to be bound by it. I understand and agree that the contents of "Confidential Information," and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the terms and conditions set forth in the Confidentiality Agreement and shall be used only for ORS purposes in the Consolidated Dockets. I also acknowledge and understand that the ORS's Legal Department is available to answer any questions I may have about the Confidentiality Agreement.

By:

Sign_____ Date:_____

Name:_____

Title:_____

Sign_____ Date:_____

Name:_____

Title:_____

Sign_____ Date:_____

Name:_____

Title:_____

Sign_____ Date:_____

Name:_____

Title:_____

Sign_____ Date:_____

Name:_____

Title:_____

Sign_____ Date:_____

Name:_____

Title:_____

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SCOTT E. STEWART, CLERK
2018-073 - Page 1 of 50

From: Watts, Victoria <vwatts@regstaff.sc.gov>
Sent: Wednesday, May 23, 2018 6:37 PM
To: A. Mattison "Matt" Bogan <matt.bogan@nelsonmullins.com>; Alex Shissias <alex@shissiaslawfirm.com>; Andy Gowder <andy@austengowder.com>; B. Rush Smith III <rush.smith@nelsonmullins.com>; Belton Zeigler <belton.zeigler@wbd-us.com>; Blan Holman <Bholman@selcsc.org>; Bob Cook <bcook@scag.gov>; Bob Guild <bguild@mindspring.com>; Carmen Harper Thomas <carmen.thomas@nelsonmullins.com>; BURGESS, KENNETH CHAD <chad.burgess@scana.com>; Chris Koon <chris.koon@ecsc.org>; Christopher McDonald <cmcdonald@tienckenlaw.com>; Damon Xenopoulos <DEX@smxblaw.com>; David Black <dblack@nexsenpruet.com>; Derrick Williamson <dwilliamson@spilmanlaw.com>; Dino Teppara <Dino.Teppara@gmail.com>; Elaine Ryan <eryan@mcguirewoods.com>; Elizabeth Jones <ejones@selcsc.org>; Ellen Ruff <eruff@mcguirewoods.com>; Emily Medlyn <emily.w.medlyn.civ@mail.mil>; Emory Smith <esmith@scag.gov>; Frank Ellerbe <fellerbe@sowellgray.com>; Frank Knapp <fknapp@knappagency.com>; Irene Scouras <irene.scouras@dominionenergy.com>; James Harwood <james.horwood@spiegelmcd.com>; James Walsh <jfwwalsh@bellsouth.net>; Jessica Bel <jessica.bell@spiegelmcd.com>; Jim Davis <jim@jdavispc.com>; John Coffman <john@johncoffman.net>; John Tiencken <jtiencken@tienckenlaw.com>; Joseph Reid <jreid@mcquirewoods.com>; Lara Brandfass <lbrandfass@spilmanlaw.com>; Lisa Booth <lisa.s.booth@dominionenergy.com>; Lynn Teague <TeagueLynn@gmail.com>; GISSENDANNER, MATTHEW W <MATTHEW.GISSENDANNER@scana.com>; Matthew Richardson <MRichardson@wyche.com>; Michael Anzelmo <michaelanzelmo@schouse.gov>; Mike Couick <mike.couick@ecsc.org>; Mike Rose <mrose5@sc.rr.com>; Mitch Willoughby <mwilloughby@willoughbyhoefer.com>; Peter Hopkins <peter.hopkins@spiegelmcd.com>; Richard Whitt <rlwhitt@austinrogerspa.com>; Robert Muckenfuss <rmuckenfuss@mcquirewoods.com>; Robert Tyson <rtyson@sowellgray.com>; Scott Elliott <selliott@elliottlaw.us>; Stephanie Eaton <sroberts@spilmanlaw.com>; Steve Pearson <steve.pearson@spiegelmcd.com>; Susan Berkowitz <sberk@scjustice.org>; Tim Rogers <TRRogers@AustinRogersPA.com>; Tracey Huang <tracey.a.huang@dominionenergy.com>; Weston Adams <weston.adams@nelsonmullins.com>; Will Cleveland <wcleveland@selcva.org>; William Hubbard <william.hubbard@nelsonmullins.com>; William Dowdey <wtdowdey@gmail.com>
Cc: cashurg@austinrogerspa.com; linda@elliottlaw.us; Melchers, Joseph <Joseph.Melchers@psc.sc.gov>; Butler, David <David.Butler@psc.sc.gov>; Matthew Richardson <MRichardson@wyche.com>; Camden Navarro Massingill <cmassingill@wyche.com>; Wallace K. Lightsey <wlightsey@wyche.com>; Edwards, Nanette <nsedwar@regstaff.sc.gov>; Nelson, Jeff <jnelson@regstaff.sc.gov>; Hudson, Shannon <shudson@regstaff.sc.gov>;

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Pittman, Jenny <jpittman@regstaff.sc.gov>
Subject: 2017-207-E; 2017-305-E and 2017-370-E

***This is an EXTERNAL email from "Watts, Victoria" (vwatts@regstaff.sc.gov). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Attached you will ORS' Motion To Compel Discovery Responses and Production by SCE&G and Dominion with Exhibits A through H in the above referenced Dockets.

Should there be a problem with the transmission of this email, please do not hesitate to contact me.

Vicki L. Watts
Paralegal
SC Office of Regulatory Staff
1401 Main Street, Suite 850
Columbia, SC 29201
Email: vwatts@regstaff.sc.gov
Tel: (803) 737-0868

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IN RE:

South Carolina Electric & Gas Company's Certificate of Environmental Compatibility and Public Convenience and Necessity for the Construction and Operation of a Nuclear Facility in Jenkinsville, South Carolina.	)	NUCLEAR FACILITY MASTER CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by and between South Carolina Electric & Gas Company ("SCE&G" or "The Company") and the South Carolina Office of Regulatory Staff ("ORS") (each a "Party" and collectively "Parties") on this 21st day of July, 2009.

WHEREAS, ORS is automatically a party to all matters before the Public Service Commission of South Carolina ("the Commission") pursuant to §58-4-10;

WHEREAS, SCE&G has been granted a Certificate of Environmental Compatibility and Public Convenience and Necessity for the construction and operation of a nuclear facility near Jenkinsville, SC pursuant to Commission Order No. 2009-104A and the South Carolina Base Load Review Act ("the Act");

WHEREAS, ORS has full audit, review and inspection rights under the South Carolina Base Load Review Act pursuant to §58-33-230 and §58-33-277;

WHEREAS, ORS also has authority to review books and records and make requests on matters not docketed before the Commission pursuant to S.C. Code Ann. §§ 58-4-55, 58-27-160 and 58-27-1570 (Supp. 2008);

WHEREAS, in order to perform its statutory duties, ORS desires to have access to information that may be deemed by SCE&G as proprietary, commercially and/or

competitively sensitive, confidential and trade secrets subject to the terms of this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is herein acknowledged, the Parties hereby agree as follows:

1. That upon execution and receipt of this Agreement, SCE&G will make available to ORS and those consultants hired by ORS who have executed this Confidentiality Agreement as an "Additional Party" such information that SCE&G has deemed and marked as Confidential Information. The Confidential Information will be made available at SCE&G's offices or upon agreement of the Parties may be delivered to ORS's office or another mutually agreeable location. If the Parties are unable to reach agreement regarding the proper means to provide access to Confidential Information while maintaining its confidentiality, each Party may pursue those rights or remedies that are available pursuant to South Carolina law.

2. "CONFIDENTIAL INFORMATION" is defined by SCE&G as commercially valuable, non-public information, including but not limited to: all internal rate methodologies, accounting documents, technical documents, project management methodologies, detailed project schedules or other schedules or documents that could provide commercial leverage to contractors or suppliers to the project if disclosed, commercially-sensitive pricing information and pricing provisions specifically as contained in the Engineering, Procurement and Construction Contract for V. C. Summer Nuclear Station Units 2 & 3, any and all intellectual property rights, financial information, trade secrets as defined under common law and S.C. Code Ann. § 39-8-20(5) (Supp. 2008), know-how, plans, methods, processes, feasibility documents, planning documents, marketing documents, evaluative material and documents, documents and information

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related to competition, customer information and data, strategic business plans, or documents of any nature, including but not limited to any written, printed, typed, recorded, photographic, or other graphic matter of any kind or nature, and all mechanical and electrical sound recordings and any transcripts thereof, and computer data files or electronic storage methods in the possession, custody, and/or control of either party in any manner and/or by any media, whether oral, visual, or in tangible form (including, without limitation, documents, devices and computer readable media) and any and all copies thereof marked as being confidential by SCE&G whether disclosed before or after the date of this Agreement. CONFIDENTIAL INFORMATION may include information which the Company is under a contractual obligation to protect from disclosure. Any calculations, computations, compilations, notes, or analyses of the Confidential Information conducted, performed, or recorded in whatever form shall be marked as Confidential Information and treated as such unless otherwise agreed by the parties.

3. If SCE&G deems certain information as confidential, then it will designate that information as confidential by labeling each page "CONFIDENTIAL" unless ORS has agreed that a single designation may be given on the binder, coversheet, compact disc or computer diskette case or in another manner acceptable to ORS which conspicuously denotes that all information included therein is confidential. Prior to marking any requested information "CONFIDENTIAL," SCE&G must make a good-faith determination that the material contains or discloses Confidential Information. Information shall be treated as confidential and subject to the terms and conditions of this Agreement upon receipt of the information so marked.

4. By execution of this Agreement, ORS does not necessarily concede that such designated information is, in fact, proprietary, commercially and/or competitively

sensitive or confidential or in the nature of a trade secret. If ORS disagrees with SCE&G's confidential designation, ORS nevertheless agrees to maintain the information in confidence subject to this Agreement until either SCE&G has agreed to remove the confidential designation or an appropriate forum has ruled upon a request or application to relieve ORS of the obligation to maintain the information in confidence.

5. In the event SCE&G inadvertently fails to designate as Confidential Information certain information SCE&G deems is otherwise qualified for such protection, SCE&G may make such a designation up to twenty-four (24) hours prior to the scheduled hearing in this matter by notifying ORS in writing and providing such Confidential Information with the proper marking. In the event SCE&G does designate information as Confidential Information pursuant to this paragraph, ORS is not deemed in violation of this Agreement for disclosing information before it is designated by SCE&G as being Confidential Information.

6. ORS hereby covenants and agrees not to disclose any of the Confidential Information. ORS also agrees that it will treat such information as proprietary, commercially and/or competitively sensitive or confidential or in the nature of a trade secret and will safeguard such information so as to prevent disclosure to any other person. It is further agreed that the Confidential Information requested herein will be used for no purpose other than for ORS's official duties. ORS will limit the dissemination of Confidential Information to only those employees or consultants of ORS who have a need to know, and any consultant retained by ORS shall be required to execute a copy of this Agreement as an "Additional Party." It shall be the obligation of the undersigned representative of ORS to insure that all employees who have need to access Confidential Information are informed of the proper means of safeguarding

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Confidential Information and insure that consultants have duly executed a copy of this Agreement prior to receiving and reviewing Confidential Information. The undersigned representative for ORS hereby certifies that all employees or consultants reviewing the Confidential Information shall abide by and adhere to the terms and conditions of this Agreement and are responsible for such compliance.

7. ORS will promptly notify SCE&G of its desire to use any of the Confidential Information as part of any filing, argument, or hearing related to the Act. If any such use is planned, SCE&G and ORS shall meet and agree to a mutually agreeable procedure which will accommodate the needs of ORS while at the same time protecting the Confidential Information from disclosure to the public.

8. ORS shall provide SCE&G with prompt notice and a copy of any request ORS receives for any such Confidential Information.

9. In the event ORS receives any request under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 *et seq.* ("FOIA") for information the Company has marked confidential, ORS shall promptly inform the Company's counsel, K. Chad Burgess, Esquire, of such request by notifying SCE&G in writing and shall provide SCE&G with a copy of the request. The Company is to respond to ORS within five (5) calendar days of being notified by ORS on whether the information requested continues to be Confidential Information and is exempt from disclosure in accordance with the governing law. If any portion of this Agreement is contrary to the rights and obligations of ORS as prescribed by South Carolina law, the rights and obligations of ORS as prescribed by South Carolina law will prevail.

10. Should certain of the Confidential Information be disclosed on a public record in any jurisdiction by someone not a party to this Agreement and such disclosure

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Docket 2017-370-E - Page 35 of 50

is in no way attributable to the Confidential Information provided to ORS under the terms and conditions of this Agreement, then ORS shall not be bound by the provisions of this Agreement.

11. This Agreement is binding with respect to each signatory on the date of execution and each executed copy of this Agreement shall be deemed the original.

12. Persons receiving Confidential Information have a duty to use and maintain Confidential Information in accordance with this Agreement. If any person subject to this Agreement uses or discloses Confidential Information in violation of this Agreement, ORS shall neither utilize such Confidential Information in any proceeding nor proffer such Confidential Information for admission as evidence unless otherwise agreed to in writing by SCE&G at least forty-eight (48) hours in advance of any hearing in which ORS seeks to use the information.

13. Within two years of ORS's completion of the audit required by S.C. Code Ann. § 58-33-280(L), the Confidential Information and any copies thereof which have been made, except those documents that ORS determines it must retain to document that it met professional standards in the execution of its examination, shall be destroyed or returned to SCE&G. All work product reflecting the Confidential Information, or any provisions thereof, may be maintained by ORS, subject to ORS's compliance with the terms and conditions of this Agreement. Further, ORS agrees to identify its work product reflecting Confidential Information, including any work product maintained in an electronic form, by labeling said work product clearly and conspicuously with the word "CONFIDENTIAL" and including a reference to the caption on page one.

14. "Work Product" is defined as tangible materials and intangible equivalents prepared, collected, or assembled in anticipation of litigation. Work Product includes

materials prepared, collected or assembled by lawyers and non-lawyers including, but not limited to administrative personnel, auditors, engineers, and regulatory analysts. Tangible materials include documents, photographs, diagrams, sketches, questionnaires and surveys, financial and economic analyses, hand written notes, and material in electronic and other technologically advanced forms, such as stenographic, mechanical or electronic recordings or transmissions, computer databases, tapes and printouts. Work Product also includes information collected by ORS from regulated utilities and incorporated into or accompanying reports generated by ORS auditors, regulatory analysts, lawyers, administrative personnel, or engineers.

15. This Agreement shall cover all matters related to the Act. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

16. This Agreement constitutes the entire agreement between the Parties for the transfer of the Confidential Information referenced herein for the purpose described herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the Parties respecting said Confidential Information.

17. The restrictions and obligations of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind ORS and any signatory.

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PUBLIC UTILITIES COMMISSION
Docket 080273EO - Page 37 of 50

18. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.

19. Facsimile signatures and e-mail signatures shall be as effective as original signatures to bind any party. This document may be signed in counterparts, with the various signature pages combined with the body of the document constituting an original and provable copy of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above.

[SIGNATURE PAGES FOLLOW]

EXCERPT FROM DIGITAL PROCESS SERVICES 2008-2016 UNITED STATES DISTRICT COURT 06/28/2016 4:44 PM PDT Docket 2:17-02073-EO - Page 35 of 50

ACCEPTED ELECTRONICALLY

SOUTH CAROLINA OFFICE OF REGULATORY STAFF

Shannon Bowyer Hudson

Nanette S. Edwards, Esquire
Shannon Bowyer Hudson, Esquire
1401 Main Street, Suite 900
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shudson@regstaff.sc.gov

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Docket: 2008-196-E - Page 50 of 50

South Carolina Electric & Gas Company

Catherine D. Taylor, Esquire
K. Chad Burgess, Esquire
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Phone: (803) 217-7880
(803) 217-8141
Fax: (803) 217-7931
Email: cdtaylor@scana.com
chad.burgess@scana.com

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Docket: 2008-196-E
Docket Date: 9/2/2009 4:44:01 PM
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CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

I certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Confidentiality Agreement entered into by South Carolina Electric & Gas Company ("SCE&G") and the South Carolina Office of Regulatory Staff ("ORS") related to the South Carolina Base Load Review Act (S.C. Code Ann. § 58-33-210 *el seq.*), that I have read the Confidentiality Agreement, and that I agree to be bound by it. I understand and agree that the contents of "Confidential Information," and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the terms and conditions set forth in the Confidentiality Agreement and shall be used only for ORS purposes. I also acknowledge and understand that the ORS's Legal Department is available to answer any questions I may have about the Confidentiality Agreement.

Sign: Mark W. Crisp Date: 8/14/2009
Name: MARK W. CRISP
Title: MANAGING CONSULTANT

Sign: Derinda J. Bailey Date: 8/14/2009
Name: Derinda J. Bailey
Title: Technical Analyst

Sign: Allison Reuter Date: 8/14/09
Name: Allison Reuter
Title: Technical Analyst

Sign: David Elliott Date: 8/14/09
Name: David Elliott
Title: Consultant A

Sign: William R. Jacobs Date: 8/12/09
Name: William R. Jacobs
Title: Consultant

Sign: Robert Rentfrow Date: 8/25/09
Name: Robert Rentfrow
Title: Consultant

Sign: George W. Evans Date: 8/31/09
Name: George W. Evans
Title: V.P.

Jerry W. Smith, P.E. 9/2/09
Affiliate Consultant

ZHEN ZHU 9/9/09
Senior Consultant

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ELECTRONICALLY FILED - 2018 July 11 4:44 PM - SCPSC - Docket # 2017-370-E - Page 12 of 50

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

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Sign: Julio E Mendoza Jr. Date: 11/9/2017
Name: Julio E. Mendoza, Jr.
Title: Attorney for ORS

Sign_____ Date:_____
Name:_____
Title:_____

Sign_____ Date:_____
Name:_____
Title:_____

Sign_____ Date:_____
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Title:_____

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Sign_____ Date:_____
Name:_____
Title:_____

ACCEPTED ELECTRONICALLY
Docket: 2018-203-E - Page 13 of 50

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

I certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Confidentiality Agreement entered into by South Carolina Electric & Gas Company ("SCE&G") and the South Carolina Office of Regulatory Staff ("ORS") related to the South Carolina Base Load Review Act (S.C. Code Ann. § 58-33-210 *et seq.*), that I have read the Confidentiality Agreement, and that I agree to be bound by it. I understand and agree that the contents of "Confidential Information," and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the terms and conditions set forth in the Confidentiality Agreement and shall be used only for ORS purposes. I also acknowledge and understand that the ORS's Legal Department is available to answer any questions I may have about the Confidentiality Agreement.

Sign: Stephen G. Baron Date: 5/30/18
Name: STEPHEN J. BARON
Title: PRESIDENT & J. KENNEDY AND ASSOCIATES, INC.

Sign: [illegible] Date: 5/30/18
Name: Brian R. Barber
Title: Director of Consulting J. Kennedy and Associates, Inc.

Sign: Jessica Inman Date: 6/5/18
Name: Jessica Inman
Title: Analyst, J. Kennedy and Associates, Inc.

Sign: _____ Date: _____
Name: _____
Title: _____

Sign: _____ Date: _____
Name: _____
Title: _____

Sign: _____ Date: _____
Name: _____
Title: _____

Sign: _____ Date: _____
Name: _____
Title: _____

J. Michael Baxley, Sr.
Senior Vice President and
General Counsel
(843) 761-8000
fax: (843) 761-7037
jmbaxley@santeecooper.com

September 1, 2017

Via Electronic Delivery and U.S. Mails

His Excellency Henry D. McMaster
Governor of South Carolina
1100 Gervais Street
Columbia, South Carolina 29201

Dear Governor McMaster,

Please allow me to respond to your letter of August 31, 2017, addressed to Chairman W. Leighton Lord of the Public Service Authority Board of Directors, requesting a copy of the document referred to as the "Bechtel Report" be provided to you immediately.

As you may be aware, the Public Service Authority has received similar requests for this same document from the South Carolina Senate V. C. Summer Nuclear Project Review Committee, the South Carolina House Utility Ratepayer Protection Committee, the media, and by FOIA requests from various individuals.

This document was commissioned by SCE&G/Public Service Authority counsel, subject to the attorney-client and work product privilege, as a review for legal purposes of the status of construction at V. C. Summer Units 2 and 3. Chairman Lord and retiring CEO Lonnie Carter of the Public Service Authority have both publicly stated they have no business objection to the release of this document. As General Counsel for the Public Service Authority, however, I have advised Chairman Lord that there is a distinct and definite legal encumbrance to the release of the document. The Public Service Authority has this week had two proposed class action lawsuits filed against it demanding payment of damages for losses alleged to have been incurred over V. C. Summer Units 2 and 3. If the Bechtel document is released voluntarily to you by the Authority, even pursuant to your statutory and constitutional demand of August 31, the attorney-client and any other applicable privileges could be lost as to all materials relating to nuclear construction. This would be extremely harmful to the Public Service Authority in its efforts to defend any and all litigation filed against it. In turn, this could diminish the overall value of the Authority for purposes of sale, which has been recommended by your office, and have a negative impact on the Authority's ratepayers. Moreover, counsel for SCE&G has formally notified the Authority that SCE&G does not waive any privileges and objects to release of the Bechtel document, and will consider legal action against the Authority if the Authority releases the document. Thus, we find ourselves surrounded on all sides by entities with mutually exclusive demands.

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Respectfully, we propose the following method by which a determination can be made in this matter. Ultimately, it is the province of the Courts to determine what privileges attach to documents and under what circumstances those privileges are not controlling. We anticipate that South Carolina Court Administration may designate as complex and appoint a single judge to administer the various nuclear-related cases and matters now pending against Santee Cooper. We propose that, once that judge is designated, the various parties seeking release of the Bechtel document make application for expedited and mandated compliance with appropriate legal demands for the documents, and all interested parties have an opportunity to be heard on this matter. Of course, the Public service Authority will abide by such determination.

In an effort to assist you as you evaluate the background of construction on V.C. Sumer Units 2 and 3, I am glad to provide similar non-privileged information which should be as informative as the Bechtel Report. Attached is a document entitled V.C. Summer –Units 2 & 3 Santee Cooper Recommendations. I will be glad to answer any questions your office might have about this document.

Thank you for your understanding of the Authority's difficult position. I look forward to working with you in an effort to resolve this matter.

Sincerely,

J. Michael Baxley

cc: W. Leighton Lord III
Thomas A. Limehouse, Jr.

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PRIVILEGED AND CONFIDENTIAL

March 3, 2016

V. C. Summer - Units 2 & 3
Santee Cooper Recommendations

As changes are occurring to the ownership and management of the Consortium, the Owners have an opportunity to make significant correction to the course of the nuclear construction Project. During the transition, there is a window for the Owners to impose Project changes designed to offset current critical path material delays and poor construction performance attributed to inadequate project integration and management, incomplete engineering, and rework associated with ongoing design alteration.

Over the past seven years, the Consortium's inability to coordinate itself and complete the engineering, procurement, and construction work necessary to deliver this project on a schedule has come at a high cost to the Owners. For each month of project delay, Santee Cooper estimates its share of project cost to be approximately $35 million.[1] New project management and leadership are needed to overcome these challenges.

The engineering and procurement challenges that continue to face Westinghouse (WEC) have significant impacts upon the Owners. In 2015, only 3.7% direct craft progress (0.31% per month) was earned towards completion of the combined units. The year closed with overall direct craft construction at 18.7% complete. With 81% of the work to go, the monthly construction progress must increase to around 2.5% if contract dates are to be achieved. Failure to realize a significant and sustained increase on this metric over the next six months will invariably result in more project delay.

Considering the Consortium's record, nearly three years of delays, and the risk associated with not achieving the production tax credits, it is incumbent upon the Owners to employ increased and magnified oversight to ensure that

[1] Based on a Santee Cooper internal estimate completed Nov 2014 for a 27 month delay on Unit 2 (delay from March 2017 to June 2019) and a 25 month delay on Unit 3 (delay from May 2018 to June 2020). Estimate includes added costs associated with fuel & replacement power, owners cost, and debt service.

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WEC and Fluor will properly coordinate efforts to resolve the challenges facing the Project. Intrusive verification of the work by trained project management professionals would help hold the Consortium accountable, and provide more timely and accurate Project status information for the Owners going forward. For this purpose, Santee Cooper makes the following recommendations:

1. Construction Milestone Payment Schedule

Development of the construction milestone payment schedule is vitally important to the Owners to drive schedule adherence and Consortium accountability, to be accomplished in the following way:

- Advise all parties that future payments for work will be made according to the milestone payment schedule without exception
- For avoidance of confusion, payment for construction work will not occur until satisfactory completion of each milestone
- Retain a third party engineering, procurement, and construction firm with personnel experienced in large construction project scheduling and controls by March 31, 2016 to advise and assist Owners with the development of an effective milestone payment schedule.

2. Project Evaluation and Assessment by Owners

- The Owners will take steps to obtain stakeholder and interested party assessments with observations and recommendations on issues impacting all Project functional areas including: project management, engineering and licensing, procurement, construction and project controls, and startup by March 15, 2016.
- Owners' management will complete a detailed review of the assessments and develop an action plan and schedule to implement valid recommendations by April 30, 2016.

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3. Quarterly Meetings with Toshiba / WEC / Fluor
   - Schedule and hold quarterly meetings with Toshiba, WEC, and Fluor management to gauge executive commitment to Project and to discuss progress and issues. Owners' executive management will develop and publish a meeting agenda one week in advance of each quarterly meeting. Hold first meeting prior to Owners joint meeting on March 21, 2016.

4. Evaluation of Fixed Price Option
   - Evaluate Fixed Price Option on a schedule that will support a Public Service Commission (PSC) ruling by October 1, 2016. This schedule will allow time for the Santee Cooper Board to make a determination following the PSC ruling and prior to the November 1, 2016 deadline.

5. Professional Oversight of EPC Agreement
   - EPC manager: Retain EPC managerial and project controls expertise responsible for independently measuring and analyzing contract performance and for making recommendations to best influence Consortium behavior, accountability and the successful outcome of the Project. On-board EPC managerial staff by June 15, 2016.

     There are multiple ways to fulfill this need. The following suggestions are offered for discussion:

     - Suggestion 1: SCE&G hire an executive EPC professional, reporting directly to the SCE&G CEO but also answering to the Santee Cooper CEO, responsible for this work. The new executive would be a career professional with extensive experience in complex, new-build generation projects and be responsible for hiring other EPC and project controls expertise as needed. The new executive's compensation would be based solely on project performance and would include performance based incentives and penalties to promote effectiveness of leadership. The CEOs would meet at a

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minimum every other week to receive a report from the EPC professional.

- Suggestion 2: Retain a qualified EPC firm, including executive leadership and support personnel, to provide the needed services. EPC executive to report to Owners' CEOs in a manner similar to above. Contract for EPC firm should include performance based incentives to promote effectiveness of the firm.

- Engineering: EPC manager to obtain clear visibility of the maturity and completeness of all project engineering and make practitioner recommendations to best influence the Consortium's performance. Work should begin with analyzing the following:
  - WEC engineering scope
  - Stone & Webster engineering scope
  - Design constructability / change issues

  Provide initial report by Aug 31, 2016.

- Procurement: EPC manager to obtain clear visibility of all project procurement issues including critical path material deliveries, analyze supply-chain performance, and make practitioner recommendations that would best influence delivery of material by scheduled need dates. Work should begin with analyzing the following:
  - Structural modules – domestic supply
  - Structural modules – foreign supply
  - Shield building wall panels
  - Shield building - air inlet, tension ring, roof structure
  - General procurement issues – equipment and commodities

  Provide initial report by Sep 30, 2016.

- Construction: EPC manager to independently review and assess construction performance by plant functional areas including productivity factors, labor ratios and all issues affecting direct craft progress. EPC

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manager to make practitioner recommendations that would best influence the monthly progress rate needed to achieve contract completion dates. Provide initial report by Sep 30, 2016.

- Project Schedule: EPC manager to independently review and assess the achievability of the Project Schedule including integration of all engineering, procurement, and construction inputs, assumptions, constraints and logic ties by Sep 30, 2016.

- Project Metrics: EPC manager to evaluate current project metrics and work with Consortium to develop accurate and consistent industry standard metrics to track actual vs planned completion of each generating unit by functional area and major plant system. EPC manager to develop an executive level dashboard for monthly tracking of all key project metrics by Oct 15, 2016.

- Quarterly Meetings with Toshiba / WEC / Fluor: EPC manager to attend meetings and provide independent assessment of Consortium's progress towards resolving the issues that face the Project beginning Q4 2016.

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