September 1, 2016

VIA ELECTRONIC FILING

Jocelyn G. Boyd, Esquire
Chief Clerk & Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Re: Petition of South Carolina Electric & Gas Company for Updates and Revisions to Schedules Related to the Construction of a Nuclear Base Load Generation Facility at Jenkinsville, South Carolina
Docket No. 2016-223-E

Dear Ms. Boyd:

Please find enclosed a Settlement Agreement with two Exhibits executed by:

1. South Carolina Office of Regulatory Staff ("ORS");
2. Central Electric Power Cooperative, Inc.;
3. The Electric Cooperatives of South Carolina, Inc.;
4. Frank Knapp, Jr¹;
5. South Carolina Energy Users Committee; and,
6. South Carolina Electric & Gas Company.

The Settlement Agreement resolves all issues of the signing parties in this docket. Also enclosed is the Settlement and Direct Testimony and Exhibits of ORS witness Allyn Powell and the Direct Testimony and Exhibit of ORS witness Gary C. Jones.

¹ Pro se and President and CEO of the South Carolina Small Business Chamber of Commerce.
Thank you for your consideration regarding this matter and should you have any questions, please do not hesitate to contact me.

Sincerely,

[Signature]

Shannon Bowyer Hudson

Enclosures

cc: K. Chad Burgess, Esquire (via E-Mail & U.S. Mail)
    Matthew W. Gissendanner, Esquire (via E-Mail & U.S. Mail)
    Belton T. Zeigler, Esquire (via E-Mail & U.S. Mail)
    Michael N. Couick, Esquire (via E-Mail & U.S. Mail)
    Christopher R. Koon, Esquire (via E-Mail & U.S. Mail)
    Frank R. Ellerbe, III, Esquire (via E-Mail & U.S. Mail)
    John H. Tiencken, Jr., Esquire (via E-Mail & U.S. Mail)
    Paul J. Conway, Esquire (via E-Mail & U.S. Mail)
    Damon E. Xenopoulos, Esquire (via E-Mail & U.S. Mail)
    Eleanor Duffy Cleary, Esquire (via E-Mail & U.S. Mail)
    J. Blanding Holman, IV, Esquire (via E-Mail & U.S. Mail)
    Robert Guild, Esquire (via E-Mail & U.S. Mail)
    Scott Elliott, Esquire (via E-Mail & U.S. Mail)
    Sandra Wright (via E-Mail & U.S. Mail)
    Frank Knapp, Jr. (via E-Mail & U.S. Mail)
    Joseph Melchers, Esquire (via E-Mail & U.S. Mail)
IN RE: 

Petition of South Carolina Electric & Gas Company for Updates and Revisions to Schedules Related to the Construction of a Nuclear Base Load Generation Facility at Jenkinsville, South Carolina

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is made by and among the South Carolina Office of Regulatory Staff ("ORS"); the Central Electric Power Cooperative, Inc. ("Central"); the Electric Cooperatives of South Carolina, Inc. ("The Cooperatives"); Frank Knapp, Jr.; South Carolina Energy Users Committee ("SCEUC"); and South Carolina Electric & Gas Company ("SCE&G" or the "Company") (collectively referred to as the "Parties", "Settling Parties", or sometimes individually as a "Party").

WHEREAS, on May 26, 2016, SCE&G filed a petition ("Petition") with the Public Service Commission of South Carolina ("Commission") requesting an order from the Commission approving SCE&G's updated capital cost schedule and updated construction schedule for the construction of two 1,117 net megawatt nuclear units ("Units" or "Units 2 and 3") to be located at the V.C. Summer Nuclear Station near Jenkinsville, South Carolina, as well as the Commission's approval of SCE&G's decision to exercise an option ("Option") in the October 2015 Amendment

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1 Pro se and President and CEO of the South Carolina Small Business Chamber of Commerce.
(“Amendment”) to the Engineering, Procurement and Construction Agreement (the “EPC Contract”) that would move many of the EPC Contract costs to a fixed price category;

SCE&G filed its Petition pursuant to S.C. Code Ann. § 58-33-270(E) (2015) of the Base Load Review Act (“BLRA”), which states:

(E) As circumstances warrant, the utility may petition the commission, with notice to the Office of Regulatory Staff, for an order modifying any of the schedules, estimates, findings, class allocation factors, rate designs, or conditions that form part of any base load review order issued under this section. The commission shall grant the relief requested if, after a hearing, the commission finds:

(1) as to the changes in the schedules, estimates, findings, or conditions, that the evidence of record justifies a finding that the changes are not the result of imprudence on the part of the utility; and

(2) as to the changes in the class allocation factors or rate designs, that the evidence of record indicates the proposed class allocation factors or rate designs are just and reasonable.

SCE&G states in its Petition that circumstances warrant modifying the schedules approved in the most recent Base Load Review order because in September 2015 Westinghouse Electric Company (“WEC”) and Chicago Bridge & Iron (“CB&I”) (“Consortium”) approached SCE&G and Santee Cooper about CB&I’s desire to exit the project. Negotiations ensued leading to an agreement reached on October 27, 2015, between SCE&G and WEC to amend the EPC Contract. The Amendment allowed CB&I to exit the project and required WEC to assume sole responsibility for the project going forward. WEC additionally granted SCE&G an option to convert the EPC Contract to a “fixed-price” agreement that incorporated many of the EPC Contract costs into a total fixed price;

SCE&G has requested Commission approval of an updated Milestone Schedule (Exhibit I to the Application) which reflects new guaranteed substantial completion dates (“GSCDs”) for Units 2 and 3 of August 31, 2019, and August 31, 2020, respectively;
The Amendment resolved most outstanding disputes under the EPC Contract and increased the EPC Contract price by $137.5 million over the estimate approved by the Commission in Order No. 2015-661. The increase in EPC Contract cost under the Amendment does not include reversing a credit of $85.5 million for liquidated damages which SCE&G had included in previous cost estimates. The Option offered by WEC to SCE&G to convert the EPC Contract to an agreement that incorporated many of the EPC Contract costs into a total fixed price, represents an increase to the Total Gross Construction Cost of $505.54 million for a total cost for WEC to complete all scopes of work covered by the Option from July 1, 2015, through completion of the project of $3.345 billion, with exceptions for Transmission and Owner’s Costs, as well as certain Time and Materials (“T&M”) scopes of work, valued at approximately $38.3 million;²

Exhibit 1 to the Application indicates that it will take WEC and its construction manager Fluor Corporation, Nuclear Division (“Fluor”) until August 31, 2019, and August 31, 2020, to complete Units 2 and 3, respectively, and that the additional costs associated with the Amendment and reflected in the updated capital cost schedule will be incurred to complete construction of the Units in light of CB&I’s exit from the project;

After an extensive review, SCE&G determined that circumstances warranted petitioning the Commission, under the BLRA, to approve the Amendment, including the Option, in order to update the approved construction and capital cost schedules to reflect changes to these schedules based on the terms of the Amendment and the Option. SCE&G has modified, and submitted for consideration and approval of the Commission the BLRA Milestone Construction Schedule, as reflected in Settlement Exhibit 1 attached hereto, to align remaining BLRA Milestones as approved in Order No. 2015-661 to the new Substantial Completion Dates and to the current construction and fabrication schedules;

² All dollar amounts herein represent SCE&G’s 55% share of the costs of constructing the Units.
As stated in its Petition, SCE&G also requests approval from the Commission to exercise the Option provided for under the Amendment to the EPC Contract and approval of the capital cost schedule for completion of the Units, as reflected in Settlement Exhibit 2, attached hereto, to reflect (a) the effects of the new Substantial Completion Dates on Owner’s costs and EPC Contract costs, and (b) other changes in costs that have been identified since the issuance of Commission Order No. 2015-661;

ORS is automatically a party to this proceeding pursuant to S.C. Code Ann. §58-4-10(B) (2015). In connection with this case as well as since the inception of this project, ORS has exercised its rights and fulfilled its responsibilities under S.C. Code Ann. § 58-33-277 (2015) to monitor the status of the project, by, among other things, routinely and regularly observing the progress of the plant construction and submodule production, requesting and reviewing substantial amounts of relevant financial data when made available by the Company, auditing the quarterly reports submitted by the Company pursuant to the BLRA, inspecting the books and records of the Company regarding the plant and physical progress of construction, and reviewing to the extent possible SCE&G’s request to enter into the Amendment to the EPC Contract and modify the Units’ construction and capital cost schedules; and

The Commission established Docket No. 2016-223-E in which to hear the Company’s request set forth in the Petition, has allowed for public comment and intervention in the above-captioned docket, and has granted the Motions to intervene in this docket by SCEUC, Central and The Cooperatives:

NOW THEREFORE, WHEREAS, the Settling Parties have varying positions regarding the issues in this case, have engaged in discussions to determine if a Settlement Agreement would be in their best interest; and have each determined that their interest and/or the public interest would be best served by agreeing to settle the issues in the above-captioned case under the terms
and conditions set forth in this Settlement Agreement, the Settling Parties hereby stipulate and agree to the following:

A. **STIPULATION OF SETTLEMENT AGREEMENT, TESTIMONY AND WAIVER OF CROSS-EXAMINATION**

1. The Settling Parties agree to stipulate into the record before the Commission this Settlement Agreement.

2. The Settling Parties agree to stipulate into the record before the Commission the prefiled testimony and exhibits (collectively “Stipulated Testimony”) of the following witnesses without objection, change, amendment, or cross-examination with the exception of changes comparable to that which would be presented via an errata sheet or through a witness noting a correction consistent with this Settlement Agreement. The Settling Parties agree that no other evidence will be offered in the proceeding by them other than the Stipulated Testimony and exhibits and this Settlement Agreement unless 1) Settlement Testimony supporting this Settlement Agreement is filed by the Settling Parties or 2) additional evidence is necessary to support the Settlement Agreement. The Settling Parties also reserve the right to engage in redirect examination of witnesses as necessary to respond to issues raised by the examination of their witnesses, if any, by non-Settling Parties or by testimony filed by non-Settling Parties, and any such testimony shall be supportive of the terms of this Settlement Agreement.

**SCE&G witnesses:**
1. Kevin B. Marsh
2. Stephen A. Byrne
3. W. Keller Kissam
4. Jimmy E. Addison
5. Joseph M. Lynch
6. Kevin R. Kochems

**ORS witnesses:**
1. Allyn Powell
2. Gary Jones
Any testimony, whether direct, rebuttal, or surrebuttal, filed by the Settling Parties after the signing of this Settlement Agreement must be consistent with the terms of the Settlement Agreement. If the Settling Parties determine that rebuttal or surrebuttal testimony should be filed in response to any testimony filed by any Intervenor that is not a signatory to this Settlement Agreement, then the Settling Parties hereto agree that any such testimony likewise would be stipulated into the record before the Commission under this Settlement Agreement without objection, change, amendment, or cross-examination with the exception of changes comparable to that which would be presented via an errata sheet or through a witness noting a correction consistent with this Settlement Agreement.

B. SETTLEMENT TERMS

3. SCE&G has identified approximately $137.5 million in additional capital costs that it deems as reasonable and necessary for completion of the construction of the Units through the delayed Substantial Completion Dates. These additional capital costs were made part of the EPC Contract via the Amendment and have been assigned to specific cost categories as reflected and included in Settlement Exhibit 2. In the context of this settlement, the Settling Parties agree not to contest the inclusion of these costs in the updated capital cost schedules, included in Settlement Exhibit 2.

4. The $137.5 million increase in EPC costs does not include the reversal of an additional $85.53 million in liquidated damages which would have been fully earned by SCE&G based on the Consortium’s failure to meet the forecasted completion dates of Units 2 and 3 had the Amendment to the EPC Contract not been executed. This $85.53 million in liquidated damages was credited to SCE&G’s ratepayers in Commission Order No. 2015-661. In the context of this settlement, the Settling Parties agree not to contest the inclusion of these costs, previously credited
to ratepayers, through the reversal of this credit in the updated capital cost schedules in Settlement Exhibit 2 subject to certain conditions as detailed below.

5. ORS and the Settling Parties have reviewed the Option, the scope of work necessary to complete the EPC Contract and the Sensitivity Analysis prepared by SCE&G Witness Joseph M. Lynch. The Settling Parties agree that, based on the sensitivity study presented in SCE&G Witness Lynch’s testimony and the work remaining, the $505.54 million price for SCE&G to exercise the “Fixed Price” option amendment to the EPC Contract appears to be cost beneficial to the Company and its ratepayers given the current circumstances. In the context of this settlement, the Settling Parties agree not to contest the Company’s exercising of the Option and the inclusion of these costs in the updated capital schedules, included in Settlement Exhibit 2, subject to SCE&G agreeing to certain conditions as provided below.

6. The Settling Parties agree to permit inclusion in the BLRA-approved capital cost schedule for the Units $32.58 million of the Company’s requested $52.45 million in costs for Change Orders. Of the $32.58 million, the following Change Orders, totaling $8.83 million, are accepted as proposed in the Company’s Testimony: Training Staff Augmentation, Escrowing, Transmission, CAP-I, ITAAC Maintenance, PMP Analysis, Classroom Simulator, and Primavera costs. With respect to Plant Layout Security, Phase 3 and Plant Security Systems Integration, amounts of $17.39 million and $6.32 million, respectively, shall be included in the BLRA-approved capital cost schedule for the Units. The amounts for Plant Layout Security, Phase 3 and Plant Security Systems Integration, totaling $23.75 of the $32.58 million, represent the latest available data at the time of this Settlement, not final proposals or signed Change Orders, and the Settling Parties recognize that the Company may update the costs associated with these Change Orders in future BLRA proceedings consistent with the terms of this Settlement Agreement. As for the Service Building, Third Floor, the Settling Parties agree that SCE&G shall transfer the
associated amount from the Fixed Price category to the Owner’s Cost category and the amounts shall be included in the BLRA-approved capital cost schedule along with any associated escalation and AFUDC. Specifically for the Service Building, including the Third Floor, SCE&G agrees to reduce the Fixed Price category in the amount of $11.92 million, which includes the $6.9 million requested in this Petition for the Service Building, 3rd Floor and the $5.02 million already in the Fixed Price for the Service Building, 1st and 2nd Floor, and increase the Owners Cost category in the amount of $10.48 million (which includes escalation), and to not seek recovery from ratepayers in any future proceeding for any costs in excess of $10.48 million for the Service Building. After execution of the Change Order between SCE&G and WEC regarding the Service Building, SCE&G will provide a copy of the Change Order to ORS and if necessary, SCE&G will adjust the Owners Cost category consistent with the terms of this Settlement.

7. SCE&G has additionally identified and requested in its filing an increase to its Owner’s Costs of $20.83 million. These additional costs are generally attributable to the requested extension of the duration of the construction project to complete Units 2 and 3 and also reflect the refinement of previous cost estimates as certain costs related to operations and the start-up period are now better known. These costs have been assigned to specific cost categories that are detailed and included in Settlement Exhibit 2. In the context of this settlement, the Settling Parties agree not to contest the inclusion of these costs.

8. The Settling Parties agree that SCE&G shall not include in the BLRA-approved capital cost schedule at this time the additional $4.3 million in Transmission costs requested by the Company in its Petition. The basis for these costs is not yet well known as the final methodology for switchyard modifications has not yet been determined. The Company may seek inclusion of these Transmission costs in future BLRA proceedings.
9. SCE&G has further sought AFUDC and other escalation costs of approximately $44.7 million, which the Settling Parties understand will be adjusted in accordance with the BLRA. These are currently estimated at $45.18 million.

10. SCE&G seeks approval of the updated BLRA milestone schedule, included as Settlement Exhibit 1, which the Company claims reflects the planned construction schedule necessary to complete the Units by the Guaranteed Substantial Completion Dates of August 31, 2019, for Unit 2 and August 31, 2020, for Unit 3. In the context of this settlement, the Settling Parties agree not to contest the construction schedule submitted by SCE&G. However, recognizing that Fluor’s full input into the construction schedule is not yet available and that these BLRA milestones reflect construction milestones established by a previous construction contractor, the Settling Parties agree, for the purposes of BLRA compliance, that the Substantial Completion Dates will be the only Commission-approved BLRA milestones for the balance of the project and will be the only milestones considered when assessing BLRA compliance with the Commission-approved construction schedules, subject to the 18 month window described in Order No. 2009-104(A), page 123. Upon Fluor completing a fully resource loaded integrated schedule as approved by Westinghouse, SCE&G will provide a report based on this schedule to ORS and the Commission that includes the current dates for the BLRA milestones set forth in Exhibit 1 of SCE&G’s Petition in this Docket as well as construction payment milestones outlined in the revised milestone payment schedule. Prior to the completion and approval of the fully resource loaded integrated schedule SCE&G will provide status updates on the schedule in its quarterly reports and SCE&G agrees to provide updates on the status of both BLRA and construction payment milestones in its quarterly reports through the end of the project. SCE&G also agrees to include data on construction and craft staffing, productivity and production in its quarterly reports,
and to provide to ORS a method to compare productivity pre and post-Fluor's resource loading of the construction schedule.

11. SCE&G agrees to detail and report all milestone payments made in accordance with the milestone payment schedule in each quarterly report through the completion of the project and, in the event that the milestone payment schedule has not been resolved by the time of the hearing in this docket, to report on the status of the milestone payment dispute in its next quarterly report.

12. In this proceeding, SCE&G has requested that the Commission approve, pursuant to S.C. Code Ann. § 58-33-270(E), changes in the forecasted schedule of cost of the project consistent with the Amendment. SCE&G has also requested that the Commission approve the exercising of an Option included in the Amendment, which converts many of the EPC Contract costs into a fixed price category. As set out in the Petition, the additional cost of $505.54 million associated with the Option would cover all work within the scope of the existing EPC Contract and Amendment, excluding certain "Time and Materials Work" currently valued at approximately $38.3 million. ORS and the other Intervenor Settling Parties have reviewed the Option, the scope of work necessary to complete the EPC Contract and the Sensitivity Analysis prepared by SCE&G Witness Joseph M. Lynch. The Settling Parties agree that the payment for the option will not be contested, provided that SCE&G takes certain steps to ensure that ratepayers retain the benefit of the fixed price. SCE&G therefore agrees to fix the price to consumers for EPC Contract costs according to the terms of this Settlement. To effect this, SCE&G agrees that it will not file any future requests with the Commission seeking any additional or updated budget increases related to the construction of Units 2 and 3 unless such request(s) are related to signed change orders; Transmission Costs; Time and Materials costs specifically outlined in Paragraph 2, Page 1 of the Option that relate to sales tax, performance bond and insurance premiums, import duties, and mandatory spare parts and extended equipment warranty costs not covered in paragraph 6 of the
Amendment; costs associated with decisions of the Dispute Review Board adverse to SCE&G; costs associated with the issues listed in Exhibit C of the Amendment; or Owners Costs under certain conditions. Owners Cost increases will only be considered if they are related to staffing costs due to delays or are new costs not identified at the time of this filing. Owners Cost increases shall not be considered if they involve a transfer of scope from Westinghouse’s Fixed Price category unless SCE&G can complete the scope of work pursuant to a contract that fixes the price in an amount equal to or less than the amount of the credit provided by Westinghouse in the Credit Change Order that moves the scope of work from Westinghouse to SCE&G. SCE&G may also apply for increases in any category that are attributable to changes in law, as defined in Paragraph 14 of the Amendment to the EPC Contract. With respect to Exhibit C of the Amendment, which contains a list of items not resolved or released under the Amendment, SCE&G agrees that it will not request increases in costs in a future modification proceeding exceeding $20 million in total for the items on Exhibit C, excluding Plant Layout Security, Phase 3 and Plant Security Systems Integration. SCE&G further agrees to inform ORS of all changes in cost projections from those contained in Settlement Exhibit 2 and to document all changes in cost projections in its quarterly reports to ORS and the Commission.

13. With respect to those costs not covered by the prohibition described in paragraph 12 of this Settlement Agreement, SCE&G further agrees that it will not file any future modification requests with the Commission for amendments to the capital cost schedules related to the construction of Units 2 and 3 prior to January 28, 2019. The Settling Parties agree that this

3 If the projected commercial operation date for Unit 2 of August 31, 2019, is extended, then the expiration of the January 28, 2019 moratorium, as set forth throughout this Agreement, shall be extended in an equal amount of time. Any such extension of the moratorium, however, shall not apply to any modification request for increases in any category that are attributable to changes in law as defined in Paragraph 14 of the Amendment to the EPC Contract. Accordingly, SCE&G may file a modification request for increases in any category that are attributable to changes in law any time after January 28, 2019.
moratorium will not prohibit SCE&G from seeking recovery through revised rates for Commission-approved costs prudently incurred in accordance with Settlement Exhibits 1 and 2 or as otherwise allowed by Paragraph 12. The Company will not seek revised rates reflecting costs incurred in excess of those approved in this Docket prior to January 28, 2019. The Settling Parties agree that the moratorium described in this paragraph will be revoked should a revised rates request be denied due to SCE&G’s adherence to the modification moratorium.

14. The Settling Parties agree that a decision regarding the reasonableness or prudence of any bonus incentives pledged by SCE&G to WEC under the terms of the EPC Contract or Amendment will be delayed and not included in any filing prior to January 28, 2019. The Settling Parties reserve the right to contest any such bonuses in future proceedings.

15. SCE&G agrees to take any and all actions necessary to exercise its rights under the EPC Contract or Amendment to require WEC to escrow certain engineering intellectual property and to include in all future quarterly reports the status of its efforts to have the intellectual property

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4 SCE&G, pursuant to S.C. Code Ann. § 58-33-280 (2015), will file a final set of revised rates seven months before the projected date that the Units are to commence commercial operations. For any costs subject to the moratorium that arise after the Commission’s order issued in this Docket, SCE&G intends to file a petition for updates and revisions to the capital cost schedule before those costs may be included SCE&G’s final set of revised rates. Therefore, the moratorium date of January 28, 2019, will allow SCE&G the opportunity to file a petition for updates and revisions to the capital cost schedule in advance of SCE&G filing its final set of revised rates. However, if the projected commercial operation date for Unit 2 of August 31, 2019, is extended, then the expiration of the January 28, 2019 moratorium, as set forth throughout this Agreement, shall be extended in an equal amount of time. Any such extension of the moratorium, however, shall not apply to any modification request for increases in any category that are attributable to changes in law as defined in Paragraph 14 of the Amendment to the EPC Contract. Accordingly, SCE&G may file a modification request for increases in any category that are attributable to changes in law any time after January 28, 2019. If such modification request is granted, then, notwithstanding the moratorium, SCE&G may include those approved costs related to change in law in subsequent revised rates filings as the costs are actually incurred.

5 If the projected commercial operation date for Unit 2 of August 31, 2019, is extended, then the expiration of the January 28, 2019 moratorium, as set forth throughout this Agreement, shall be extended in an equal amount of time. Any such extension of the moratorium, however, shall not apply to any modification request for increases in any category that are attributable to changes in law as defined in Paragraph 14 of the Amendment to the EPC Contract. Accordingly, SCE&G may file a modification request for increases in any category that are attributable to changes in law any time after January 28, 2019.
escrowed. SCE&G will continue to report on the status of the escrow of intellectual property in quarterly reports through completion of the project.

16. In sum, the Amendment, the Option and other modifications detailed in SCE&G's Application sought an increase in the capital cost for the Units of $852 million to a total $7.68 billion for the Units with escalation as reflected in Application Exhibit 2. The Settling Parties hereby agree, as detailed above, to an increase of $831.3 million (a reduction of $20.45 million from the requested increase of $852 million) for a total estimated of approximately $7.658 billion in current dollars as reflected in Settlement Exhibit 2, subject to the terms of this Settlement Agreement.

17. The Settling Parties also agree that the restated and updated capital cost schedule detailed in Settlement Exhibit 2 attached hereto, should be approved by the Commission as the new construction expenditure schedule for completion of the Units. Specifically, Settlement Exhibit 2 should replace and supersede Order Exhibit No. 2 of Order No. 2015-661.

18. By Commission Order No. 2015-661, the Commission established a return on equity of ten and one-half percent (10.5%), which is applicable for revised rates filings made on or after January 1, 2016, under the Base Load Review Act. As a condition of this Settlement Agreement and for Base Load Review Act purposes only, beginning with any revised rates filing made on or after January 1, 2017, and prospectively thereafter until such time as the Units are completed, SCE&G agrees to develop and calculate its revised rates filings using ten and one-quarter percent (10.25%) as the return on common equity rather than the approved return on common equity of ten and one-half percent (10.50%) subject to Paragraph 23 hereof.6

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6 The Electric Cooperatives and Central do not take a position regarding a reduction in SCE&G's return on common equity.

7 Any revised rates placed into effect prior to January 1, 2017, shall not be affected by this Settlement Agreement, and the Settling Parties specifically agree that Paragraph 18 of the Settlement Agreement is not intended to require SCE&G to provide any offset, credit, refund, reimbursement, or other compensation to customers for rates
19. The Settling Parties agree that the terms of this Settlement Agreement are reasonable, in the public interest and in accordance with law and regulatory policy.

20. ORS is charged with the duty to represent the public interest of South Carolina pursuant to S.C. Code Ann. § 58-4-10(B) (2015). S.C. Code Ann. § 58-4-10(B)(1) through (3) reads in part as follows:

"...'public interest’ means a balancing of the following:

(1) Concerns of the using and consuming public with respect to public utility services, regardless of the class of customer;
(2) Economic development and job attraction and retention in South Carolina; and
(3) Preservation of the financial integrity of the State’s public utilities and continued investment in and maintenance of utility facilities so as to provide reliable and high quality utility services."

21. The Settling Parties agree to cooperate in good faith with one another in recommending to the Commission that this Settlement Agreement be accepted and approved by the Commission as a fair, reasonable and full resolution of all issues in the above-captioned proceeding, and shall neither take any position contrary to the good faith duty agreed to herein nor encourage or aid any other Intervenors to take a position contrary to the terms of this Settlement Agreement. The Settling Parties agree to use reasonable efforts to defend and support any Commission order with no other provisions issued approving this Settlement Agreement and the terms and conditions contained herein.

22. The Settling Parties request that the Commission hold a hearing on this Settlement Agreement, pursuant to S.C. Code Ann. § 58-33-270(G) (2015), simultaneously with the hearing considered and approved by the Commission and placed into effect prior to January 1, 2017. The reduction in the Company’s return on equity shall only be prospectively applied for the purpose of calculating revised rates sought by the Company on and after January 1, 2017, until such time as the Units are completed and for Base Load Review Act purposes only.
on the merits of the Petition, which is currently scheduled to begin on October 4, 2016, and request that the Commission adopt this Settlement Agreement as part of its Order in this proceeding. In furtherance of this request, the Settling Parties stipulate and agree that the terms of this Settlement Agreement comport with the terms of the BLRA.

23. This Settlement Agreement contains the complete agreement of the Settling Parties. There are no other terms and conditions to which the Settling Parties have agreed. The Settling Parties agree that this Settlement Agreement will not constrain, inhibit or impair their arguments or positions held in future proceedings, nor will this Settlement Agreement, or any of the matters agreed to in it, be used as evidence or precedent in any future proceeding, provided, however, that the provisions of S.C. Code Ann. §§ 58-33-275(A) and (B) shall apply to any order of the Commission adopting, approving, or accepting this Settlement and no party shall take a contrary position in any future proceeding. Any Party may withdraw from the Settlement Agreement without penalty if (i) the Commission does not approve this Settlement Agreement in its entirety; (ii) an appellate court does not affirm in all respects the Commission’s order approving this Settlement Agreement in its entirety; or (iii) the Commission or an appellate court does not affirm or apply the provisions of this Settlement Agreement in future proceedings while it is in force. If a Party elects to withdraw from the Settlement Agreement pursuant to this paragraph, then the provisions of this Settlement Agreement will no longer be binding upon the Settling Parties.

24. This Settlement Agreement shall be effective upon execution by the Settling Parties and shall be interpreted according to South Carolina law. The above terms and conditions fully represent the agreement of the Settling Parties hereto. Therefore, each Settling Party acknowledges its consent and agreement to the terms and conditions of this Settlement Agreement by affixing his or her signature or authorizing its counsel to affix his or her signature to this document where indicated below. Counsel’s signature represents his or her representation that his
or her client has authorized the execution of the Settlement Agreement. 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 Settlement Agreement.

[Signatures on the following pages.]
WE AGREE:

Representing and binding the South Carolina Office of Regulatory Staff

[Signature]

Shannon Bowyer Hudson, Esquire
Jeffrey M. Nelson, Esquire
South Carolina Office of Regulatory Staff
1401 Main Street, Suite 900
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I AGREE:

Representing and binding Frank Knapp, Jr.

Frank Knapp, Jr.
118 East Selwood Lane
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Phone: (803) 765-2210
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WE AGREE:

Representing and binding South Carolina Energy Users Committee

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WE AGREE:

Representing and binding South Carolina Electric & Gas Company

[Signature]

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WE AGREE:

Representing Central Electric Power Cooperative, Inc.

[Signature]
John H. Tienecken Jr., Esquire
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Charleston, SC 29492
Email: jtienecken@tieneckenconway.com
WE AGREE:

Representing The Electric Cooperatives of South Carolina, Inc.

Michael N. Couick, Esquire
The Electric Cooperatives of South Carolina, Incorporated
808 Knox Abbott Drive
Cayce, SC 29033
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Robinson, McFadden & Moore, P.C.
Post Office Box 944
Columbia, SC 29202-0944
Email: fellerbe@robinsonlaw.com
<table>
<thead>
<tr>
<th>Tracking ID</th>
<th>Order No: 2015-661 Description</th>
<th>Order No 2015-661 Date</th>
<th>Revised Completion Date</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approve Engineering Procurement and Construction Agreement</td>
<td>Complete</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Issue PO's for nuclear component fabricators for Units 2 &amp; 3, Containment Vessels</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>3</td>
<td>Contractor Issue PO to Passive Residual Heat Removal Heat Exchanger Fabricator - First Payment - Unit 2</td>
<td>Complete</td>
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<tr>
<td>4</td>
<td>Contractor Issue PO to Accumulator Tank Fabricator - Unit 2</td>
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<tr>
<td>5</td>
<td>Contractor Issue PO to Core Makeup Tank Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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</tr>
<tr>
<td>6</td>
<td>Contractor Issue PO to Subc Valve Fabricator - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>7</td>
<td>Contractor Issue PO to Steam Generator Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>8</td>
<td>Contractor Issue Long Lead Material PO to Reactor Coolant Pump Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
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<tr>
<td>9</td>
<td>Contractor Issue PO to Pressurizer Fabricator - Units 2 &amp; 3</td>
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<tr>
<td>10</td>
<td>Contractor Issue PO to Reactor Coolant Loop Pipe Fabricator - First Payment - Units 2 &amp; 3</td>
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<tr>
<td>11</td>
<td>Reactor Vessel Internals - Issue Long Lead Material PO to Fabricator - Units 2 &amp; 3</td>
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<tr>
<td>12</td>
<td>Contractor Issue Long Lead Material PO to Reactor Vessel Fabricator - Units 2 &amp; 3</td>
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<tr>
<td>13</td>
<td>Contractor PO to Integrated Head Fabricator - Units 2 &amp; 3</td>
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<tr>
<td>14</td>
<td>Control Rod Drive Mechanism issue PO for Long Lead Material to Fabricator - Units 2 &amp; 3 - first payment</td>
<td>Complete</td>
<td>Complete</td>
<td></td>
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<tr>
<td>15</td>
<td>Issue PO's to nuclear component fabricators for Nuclear Island structural CA20 Modules</td>
<td>Complete</td>
<td>Complete</td>
<td></td>
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<tr>
<td>16</td>
<td>Start Site Specific and balance of plant detailed design</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>17</td>
<td>Instrumentation &amp; Control Simulator - Contractor PO to Proceed - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>18</td>
<td>Steam Generator - Issue Final PO to Fabricator for Units 2 &amp; 3</td>
<td>Complete</td>
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<tr>
<td>19</td>
<td>Reactor Vessel Internals - Contractor PO to Reactor Vessel Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<td>20</td>
<td>Variable Frequency Drive Fabricator Issue Transformer PO - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>21</td>
<td>Start cleaning, grubbling and grading</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>22</td>
<td>Core Makeup Tank Fabricator Issue Long Lead Material PO - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>23</td>
<td>Accumulator Tank Fabricator Issue Long Lead Material PO - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>24</td>
<td>Pressurizer Fabricator Issue Long Lead Material PO - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>25</td>
<td>Reactor Coolant Loop Pipe - Contractor PO to Fabricator - Second Pay - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>26</td>
<td>Integrated Head Package - Issue PO to Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>27</td>
<td>Control Rod Drive Mechanism - Contractor PO for Long Lead Material to Fabricator - Units 2 &amp; 3</td>
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<td>Complete</td>
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<tr>
<td>28</td>
<td>Contractor PO to Passive Residual Heat Removal Heat Exchanger Fabricator - Second Pay - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>29</td>
<td>Start Parr Road intersection work</td>
<td>Complete</td>
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<tr>
<td>30</td>
<td>Reactor Coolant Pump - Issue Final PO to Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
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<td>31</td>
<td>Integrated Head Packages Fabricator Issue Long Lead Material PO - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<td>32</td>
<td>Design Finalization Payment 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>33</td>
<td>Start site development</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>34</td>
<td>Contractor PO to Main Transformers Fabricator - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>35</td>
<td>Core Makeup Tank Fabricator Notice to Contractor Receipt of Long Lead Material - Units 2 &amp; 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>36</td>
<td>Design Finalization Payment 4</td>
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<td>37</td>
<td>Turbine Generator Fabricator Issue PO for Condenser Material - Unit 2</td>
<td>Complete</td>
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<td>38</td>
<td>Reactor Coolant Pump Fabricator Issue Long Lead Material Lot 2 - Units 2 &amp; 3</td>
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<tr>
<td>39</td>
<td>Passive Residual Heat Removal Heat Exchanger Fabricator Receipt of Long Lead Material - Units 2 &amp; 3</td>
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<tr>
<td>40</td>
<td>Design Finalization Payment 5</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>41</td>
<td>Start installation of construction buildings, to include craft facilities for personnel, tools, equipment; first aid facilities; field offices for site management and support personnel; temporary warehouses; and construction hiring office</td>
<td>Complete</td>
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<tr>
<td>42</td>
<td>Reactor Vessel Fabricator Notice to Contractor of Receipt of Flange Nozzle Shell Forging - Unit 2</td>
<td>Complete</td>
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<td>Design Finalization Payment 6</td>
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<tr>
<td>44</td>
<td>Instrumentation and Control Simulator - Contractor PO to Subcontractor for Radiation Monitor System - Units 2 &amp; 3</td>
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<tr>
<td>45</td>
<td>Reactor Vessel Internals - Fabricator Start Fix &amp; Welding of Core Shroud Assembly - Unit 2</td>
<td>Complete</td>
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<td>46</td>
<td>Turbine Generator Fabricator Issue PO for Moisture Separator Reheater/Feedwater Heater Material - Unit 2</td>
<td>Complete</td>
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<tr>
<td>47</td>
<td>Reactor Coolant Loop Pipe Fabricator Acceptance of Raw Material - Unit 2</td>
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<tr>
<td>48</td>
<td>Reactor Vessel Internals - Fabricator Start Weld Neutron Shield Spacer Pads to Assembly - Unit 2</td>
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<tr>
<td>Tracking ID</td>
<td>Order No. 2015-661 Description</td>
<td>Order No. 2015-661 Date</td>
<td>Revised Completion Date</td>
<td>Unit</td>
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<tr>
<td>-------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td>------------------------</td>
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<tr>
<td>103</td>
<td>Receive Unit 2 Reactor Vessel on site from fabricator</td>
<td>Complete</td>
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<tr>
<td>104</td>
<td>Steam Generator Fabricator Notice to Contractor of Completion of 2nd Channel Head to Tubesheet Assembly Welding - Unit 3</td>
<td>Complete</td>
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<tr>
<td>105</td>
<td>Place first nuclear concrete for Unit 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>106</td>
<td>Main Transformer Ready to Ship - Unit 2</td>
<td>Complete</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>Complete Unit 3 Steam Generator Hydrotest at fabricator</td>
<td>Complete</td>
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<tr>
<td>108</td>
<td>Set Unit 2 Containment Vessel Bottom Head on basement legs</td>
<td>Complete</td>
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<tr>
<td>109</td>
<td>Main Transformers Fabricator Issue PO for Material - Unit 3</td>
<td>Complete</td>
<td>Complete</td>
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<tr>
<td>110</td>
<td>Main Transformers Ready to Ship - Unit 3</td>
<td>Complete</td>
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<tr>
<td>111</td>
<td>Spent Fuel Storage Rack - Shipment of Last Rack Module - Unit 3</td>
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<tr>
<td>112</td>
<td>Unit 2 Substantial Completion</td>
<td>6/16/2020</td>
<td>8/31/2020</td>
<td>Unit 2</td>
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<tr>
<td>113</td>
<td>Unit 3 Substantial Completion</td>
<td>6/16/2020</td>
<td>8/31/2020</td>
<td>Unit 3</td>
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## RESTATED and UPDATED CONSTRUCTION EXPENDITURES

(Thousands of $)

V.C. Summer Units 2 and 3 - Summary of SCE&G Capital Cost Components

<table>
<thead>
<tr>
<th>Plant Cost Categories</th>
<th>Total</th>
<th>Actual</th>
<th>Projected</th>
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<td>Fixed with No Adjustment</td>
<td>3,657,456</td>
<td>4,608</td>
<td>35,199</td>
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<tr>
<td>Firm with Fixed Adjustment A</td>
<td>266,750</td>
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<td>-</td>
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<tr>
<td>Firm with Fixed Adjustment B</td>
<td>236,868</td>
<td>-</td>
<td>5,699</td>
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<tr>
<td>Firm with Indexed Adjustment</td>
<td>873,741</td>
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<td>45,889</td>
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<tr>
<td>Owners Costs</td>
<td>837,363</td>
<td>17,096</td>
<td>8,198</td>
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<tr>
<td>Transmission Costs</td>
<td>329,512</td>
<td>26</td>
<td>724</td>
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<tr>
<td>Total Base Project Costs (2007 $)</td>
<td>6,604,751</td>
<td>21,723</td>
<td>97,386</td>
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<tr>
<td>Total Project Escalation</td>
<td>532,137</td>
<td>3,519</td>
<td>20,830</td>
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<tr>
<td>Total Revised Project Cash Flow</td>
<td>7,336,888</td>
<td>21,723</td>
<td>100,005</td>
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<tr>
<td>Cumulative Project Cash Flow (Revised)</td>
<td>-</td>
<td>21,723</td>
<td>122,629</td>
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<tr>
<td>AFUDC (Capitalized Interest)</td>
<td>321,322</td>
<td>645</td>
<td>3,497</td>
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</table>

*Applicable Index escalation rates for 2016 are estimated. Escalation is subject to restatement when actual indices for 2016 are final.

Notes:

Current Period AFUDC rate applied 1.89%.

Exclusion rates vary from reporting period to reporting period according to the terms of Commission Order 2006-104(A).

These projections reflect actual escalation rates. Future changes in escalation rates could substantively change these projections.

The AFUDC rate applied is the current SCE&G rate. AFUDC rates can vary with changes in market interest rates.

SCE&G's embedded cost of capital, capitalization ratios, construction work in progress, and SCE&G's short-term debt outstanding.