

Note: ORS reserves the right to alter, revise and amend this document.

South Carolina Office of Regulatory Staff's First and Continuing Request for Information

**TO: PAMELA WILLIAMS, ESQUIRE, ATTORNEY FOR THE SOUTH CAROLINA
PUBLIC SERVICE AUTHORITY**

The South Carolina Office of Regulatory Staff ("ORS") by and through the undersigned counsel hereby requests, pursuant to S.C. Act 135, Section 11 that the South Carolina Public Service Authority (hereafter referred to as "Santee Cooper," "you" or the "Company") answer fully and separately, in writing and under oath, and serve the undersigned by 12:00, noon, July 1, 2020, to ORS at 1401 Main Street, Suite 900, Columbia, South Carolina, 29201. The time period to which these questions apply is May 18, 2020, through May 31, 2020.

Santee Cooper's responses to ORS's First and Continuing Request for Information should include not only all information and documents available to Santee Cooper, but also all information and documents available to its attorneys, investigators, consultants, agents, or other representatives acting on its behalf.

If you are unable to respond to any of these requests, or parts thereof, in a timely manner please specify the reason for your inability to respond and state what other knowledge or information you have concerning the unanswered portion.

These requests are intended to be, and shall be, answered or responded to fully as of the date of the response and shall be deemed to be continuing thereafter until the conclusion of this matter.

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If you should subsequently acquire any further responsive information or documents called for by these requests, you should promptly furnish such information or documents to the undersigned counsel.

As used in these audit requests, "identify" means, when asked to identify a person, to provide the full name, business title, address and telephone number. As used in these audit requests, "address" means mailing address and business address. When asked to identify or provide a document, "identify" and "provide" mean to provide a full and detailed description of the document and the name and address of the person who has custody of the document. In lieu of providing a full and detailed description of a document, you may attach to your responses a copy of the document and identify the person who has custody of it. When the word "document" is used herein, it is used in the most comprehensive and inclusive sense permitted by Rule 34 of the South Carolina Rules of Civil Procedure and means any written, printed, typed, graphic, photographic, or electronic matter of any kind or nature and includes, but is not limited to, statements, contracts, agreements, reports, opinions, graphs, books, records, letters, correspondence, notes, notebooks, minutes, diaries, memoranda, transcripts, photographs, pictures, photomicrographs, prints, negatives, motion pictures, sketches, drawings, publications, and tape recordings.

The use of the singular form of any word includes the plural and vice versa. Wherever in this audit request a masculine pronoun or possessive adjective appears, it refers to both males and females in accordance with traditional English usage. The word "all" means all. The word "including" means "including without limitation."

IT IS THEREFORE REQUESTED:

- I. That all information shall be provided to ORS in the format requested.

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- II. That all attestations be fully completed and signed by an officer of Santee Cooper.
- III. That all responses to the requests below be labeled using the same numbers as used herein.
- IV. That if any information requested has been previously provided to ORS, then that information will be noted as such along with the manner, format, and date the information was provided.
- V. That if information requested is found in other places or other exhibits, reference shall not be made to those; instead, that the information be reproduced and placed in the request in the appropriate numerical sequence.
- VI. That any inquiries or communications relating to questions concerning clarification of the information requested below should be directed to Michael Seaman-Huynh [803.737.0850], or Andrew M. Bateman [803.737.8440 (office) or 803.622.2469 (cell)] of ORS.
- VII. That this entire list of questions be reproduced and included in front of each set of responses.
- VIII. That each question be reproduced and placed in front of the response provided.
- IX. That unless otherwise specified the Company provide access to ORS via a password protected website.
- X. If the response to any request is that the information requested is not currently available, please state when the information requested will be available and provided to the ORS. This statement is not a waiver of the deadline for all other responses.
- XI. That in addition to the signature and attestation at the close of the Company's responses, identify and provide the name, title, and contact information of the Company witness(es) or employee(s) or agent(s) responsible for the information contained in each response.
- XII. This request shall be deemed to be continuing so as to require the Company to supplement or amend its responses as any additional information becomes available.
- XIII. For information requested herein where the information is kept, maintained, or stored using spreadsheets, please provide electronic versions of the spreadsheets, including the formulas used and embedded in the spreadsheet. Please provide pdf documents in searchable format.

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DEFINITIONS

1. “Review Period.” The term “Review Period” is used herein to refer to the time parameters to which each monthly continuing request for information applies and is May 18, 2020 through May 31, 2020.
2. “Santee Cooper.” The term “Santee Cooper” is used herein to refer to the South Carolina Public Service Authority, including its employees, representatives, agents, subsidiaries, related entities, attorneys, officers, directors, and contractors.
3. “Central.” The term “Central” is used herein to refer to the Central Electric Power Cooperatives, Inc.
4. “Action.” The term “action” is used herein to refer to any any thing done, or step taken by Santee Cooper.
5. “Santee Cooper Oversight Committee.” The term “Santee Cooper Oversight Committee” is used herein to refer to the committee established in Act 135, Section 11(C) that consist of the Governor, the President of the Senate, the Speaker of the House, the Chairman of the Senate Finance Committee, and the Chairman of the House Ways and Means Committee.
6. “Settlement of Cook v. Santee Cooper, et al.” The term “settlement of Cook v. Santee Cooper, et al,” and “Cook Settlement” are used herein to refer to the Settlement Agreement and Release entered into on March 17, 2020 by and between Dominion Energy South Carolina; Dominion Energy Southeast Services, Inc, SCANA Corporation; Gregory E. Aliff, James A. Bennett, John F.A.V. Cecil, Sharon A. Decker, Lynne M. Miller, James W. Roquemore, Alfredo Trujillo, Maceo K. Sloan, and James Micali; Kevin Marsh, Stephen Byrne, Jimmy Addison, Martin Phalen, Mark Cannon, Russell Harris, Ronald Lindsay; the South Carolina Public Service Authority; W. Leighton Lord, III, William A. Finn, Barry Wynn, Kristofer Clark, Merrell W. Floyd, J. Calhoun Land, IV, Stephen H. Mudge, Peggy H. Pinnell, Dan J. Ray, David F. Singleton, Jack F. Wolfe, Jr.; Lonnie N. Carter, William Marion Cherry, Jr., Michael. R. Crosby; Central Electric Power Cooperative, Inc.; Palmetto Electric Cooperative, Inc.; Jessica Cook, Corrin F. Bowers & Son, Cyril B. Rush, Jr., Bobby Bostick, Kyle Cook, Donna Jenkins, Chris Kolbe, and Ruth Ann Keffer.
7. “You” and “your.” The words “you” and “your” refer to Santee Cooper, the entity to which these requests are directed, including its directors, both past and present, agents, employees, representatives, successors, or any other person or entity acting for or purportedly acting on Santee Cooper’s behalf.

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REQUESTS:

PARAGRAPH 1

- 1.1 Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to closing and decommissioning the Winyah Generating Station including, but not limited to, planning, permitting, and securing by purchase or lease one hundred megawatts of combustion turbines and minor transmission upgrades.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Purpose of action(s)
- d. Status of action(s) – designate as “on-going” or “completed”
- e. Status of consent from Central pursuant to the Coordination Agreement
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate. and that to the extent Santee Cooper is taking action for closing and decommissioning the Winyah Generating Station said action is necessary and subject to the consent of Central pursuant to the Power System Coordination and Integration Agreement (“Coordination Agreement”) between Santee Cooper and Central, as amended. I, _____, further attest that during Review Period Santee Cooper not begun constructing a natural gas combined cycle or other major generation resource.

Signature of Officer: _____

PARAGRAPH 2

- 1.2 Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to deploying up to 500 megawatts of new solar generation, within the structure described in the Santee Cooper Act 95 Reform Plan Appendix 8.2.4.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Status of consent from Central pursuant to the Coordination Agreement
- f. Copy of the Request for Proposal process including applicable deadlines for action(s)
- g. List of the successful bidders (Project ID) including, but not limited to, transmission interconnection, geographic location (county) of facility site, project capacity (MWac) and Levelized Energy Price.
- h. If applicable, identify and describe any and all changes from the prior Review Period

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- i. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that, to the extent Santee Cooper has taken any action necessary to deploy 500 megawatts of new solar generation, said action is allowable within the structure in the Santee Cooper Act 95 Reform Plan Appendix 8.2.4 and said action occurred subject to the consent of Central pursuant to the Coordination Agreement.

Signature of Officer: _____

PARAGRAPH 3

- 1.3 Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to entering into operational efficiency and joint dispatch agreements with neighboring utilities for a period of up to one year, with annual renewals and reciprocal cancellation clauses thereafter.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the agreement(s)
- f. Copy of the agreement(s)
- g. If applicable, identify and describe any and all changes from the prior Review Period
- h. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and any and all operational efficiency and joint dispatch agreements with neighboring utilities into which Santee Cooper has entered during the Review Period do not exceed one year with annual renewals and reciprocal cancellation clauses thereafter.

Signature of Officer: _____

PARAGRAPH 4

- 1.4 Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to renegotiating existing and entering into new coal supply, transportation, and related agreements that produce savings and for terms not to exceed five years or such longer period of time as may be approved by the Santee Cooper Oversight Committee.

Response should include, but is not limited to:

- a. Date of action(s)

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- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the agreement(s)
- f. Copy of the agreement(s)
- g. Please indicate what savings were realized as a result of the renegotiated or new agreement. Please provide the calculations to support the savings.
- h. If applicable, identify and describe any and all changes from the prior Review Period
- i. If the length exceeds five years, please provide documentation of approval by the Santee Cooper Oversight Committee.
- j. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that any and all coal supply, transportation and related agreements that Santee Cooper has renegotiated or into which Santee Cooper has entered produce savings and do not exceed five years or such longer period of time, as approved by the Santee Cooper Oversight Committee.

Signature of Officer: _____

PARAGRAPH 5

- 1.5 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to entering into natural gas hedging arrangements for terms not to exceed five years, or such longer period of time as may be approved by the Santee Cooper Oversight Committee.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the arrangement(s)
- f. Copy of the arrangement(s)
- g. Please indicate what savings were realized as a result of the arrangement. Please provide the calculations to support the savings.
- h. If the length exceeds five years, please provide documentation of approval by the Santee Cooper Oversight Committee.
- i. If applicable, identify and describe any and all changes from the prior Review Period
- j. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that Santee Cooper has not entered into any natural gas hedging

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arrangements for a term in excess of five years, unless otherwise approved by the Santee Cooper Oversight Committee.

Signature of Officer: _____

PARAGRAPH 6

1.6 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to conducting the planning, permitting, engineering and feasibility studies to develop natural gas transportation and power transmission to ensure a reliable power supply.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Copy of the studies
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate.

Signature of Officer: _____

PARAGRAPH 7

1.7 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to entering into purchase power arrangements needed for, but not in excess of, anticipated load for a term not to exceed the rate freeze period of the Cook Settlement, and supportive thereof;

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the power purchase agreement(s)
- f. Copy any purchase power arrangement(s) entered into during the Review Period
- g. If applicable, identify and describe any and all changes from the prior Review Period
- h. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

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ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that Santee Cooper took no action prohibited by Act 135, which permits Santee Cooper to enter into purchase power arrangements needed for, and not in excess of, anticipated load for a term not to exceed the rate freeze period of the Cook Settlement and supportive thereof.

Signature of Officer: _____

PARAGRAPH 8

1.8 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to defeasing debt, issuing or refunding debt under existing bond resolutions and agreements, and entering into financing arrangements consistent with existing bank facilities, all as necessary to manage day to day operations and financing needs, including converting variable rate debt to fixed rate debt.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Were the actions detailed above all taken as necessary to manage day-to-day operations and financing needs? Please explain.
- f. Did Santee Cooper refund existing debt? If yes, did the refund achieve present value savings or mitigate risk while also not extending the average life of the debt? Please explain.
- g. If existing debt is refunded, please provide the calculations and rationale that demonstrate the refund achieves present value savings or mitigates risk as required by Act 135.
- h. If existing debt is refunded, does it extend the average life of the debt? If yes, please identify how long is the extension and provide the calculation.
- i. If applicable, identify and describe any and all changes from the prior Review Period
- j. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that all steps taken by Santee Cooper to defease debt, issue or refund debt under existing bond resolutions and agreements, and enter into financing arrangements consistent with existing bank facilities, were done only as necessary to manage day-to-day operations and financing needs, including converting variable rate debt to fixed rate debt. I, _____, further attest that, to the extent Santee Cooper has refunded debt, it has done so only to achieve present value savings or mitigate risk and did not extend the average life of the debt.

Signature of Officer: _____

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PARAGRAPH 9

1.9 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to resolving outstanding lawsuits and claims.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. If applicable, identify and describe any and all changes from the prior Review Period.
- f. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the information given in response to the above questions is full and accurate.

Signature of Officer: _____

PARAGRAPH 10

1.10 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to taking whatever steps are prudent and consistent with good utility practice to address the impact of the COVID 19 pandemic.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Please explain how these actions were prudent and consistent with good utility practice.
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that the answers provided above are full and accurate and that all steps taken by Santee Cooper to address the impact of the COVID-19 pandemic were prudent and consistent with good utility practice.

Signature of Officer: _____

PARAGRAPH 11

1.11 Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to freezing rates as provided in the settlement of Cook v. Santee Cooper, et al.

Response should include, but is not limited to:

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- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. If applicable, identify and describe any and all changes from the prior Review Period
- f. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

ATTESTATION: For the Review Period I, _____, attest that Santee Cooper has not taken any action in contradiction of Act 135, Section 11(E)(11), which allows for the freezing of rates as provided in the settlement of Cook v. Santee Cooper, et al.

Signature of Officer: _____

OTHER REQUESTED INFORMATION

- 1.12 Please provide copies of the following documents that were published during the Review Period:
 - a. Presentations given to the Board of Directors and any subcommittees
 - b. Board of Directors Meeting Minutes
 - c. EEMC Report
 - d. Investor communications
 - e. All releases to the media related to any of the actions undertaken by Santee Cooper related to Act 135 Section 11.
- 1.13 Please provide a list of all outstanding lawsuits and claims involving Santee Cooper including docket number, jurisdiction, relative parties and current status.
- 1.14 Please provide a list of all lawsuits and claims involving Santee Cooper including docket number, jurisdiction, relative parties and current status that were filed during the Review Period.
- 1.15 Please provide a list of all existing contracts related to coal supply, transportation and related agreements to include vendor name, contract start and end date, and a brief summary of the services provided.
- 1.16 Please provide a list of all outstanding Short-Term and Long-Term issues Debt specifying:
 - a. Payee
 - b. Type of Obligation
 - c. Issue Date
 - d. Maturity Date
 - e. Interest rate
 - f. Amount outstanding in each issue
 - g. Net proceeds

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/s/Andrew M. Bateman

Andrew M. Bateman, Esquire

South Carolina Office of Regulatory Staff

1401 Main St., Ste. 900

Columbia, SC 29201

Phone: (803) 737-8440

Fax: (803) 737-0895

Email: abateman@ors.sc.gov

June 17, 2020

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 1
Request: 1.1

Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to closing and decommissioning the Winyah Generating Station including, but not limited to, planning, permitting, and securing by purchase or lease one hundred megawatts of combustion turbines and minor transmission upgrades.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Purpose of action(s)
- d. Status of action(s) – designate as “on-going” or “completed”
- e. Status of consent from Central pursuant to the Coordination Agreement
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
 Office of Regulatory Staff – Monthly Review of Santee Cooper
 Time Period: May 18 – 31, 2020
 PARAGRAPH 1
 Request: 1.1

Date	Description of Action	Purpose of Action	Status	Provided By
22-May	Held internal meeting to discuss siting and technology requirements and permitting processes for combustion turbines necessary for system support for the planned retirement of Winyah Generating Station. No actions were taken.	Internal Coordination	Completed	Jane Hood
Various	Conducted several transmission planning discussions to verify near-term plans, costs, and timing associated with system support for the planned retirement of Winyah Generating Station. No actions were taken.	Internal Coordination	Completed	Chris Wagner
Various	Work continued on the development of a Winyah Station Staffing Plan to address the need for fewer employees at Winyah Generating Station due to unit retirements. No actions were taken.	Internal Coordination	On-going	Tom Curtis
Various	Conducted several discussions to determine if changed load projections would allow for removing Winyah units from dispatchable service prior to the dates considered in the Reform Plan. No actions were taken.	Internal Coordination	On-going	Tom Curtis

Provided by:

Name	Chris Wagner
Title	Director Transmission Planning
Phone	843-761-8000 x4947
Email	cmwagner@santecooper.com

Name	Jane Hood
Title	Senior Director Environmental and Water Systems
Phone	843-761-7042
Email	jhood@santecooper.com

Name	Tommy Curtis
Title	Chief Generation Officer
Phone	843-761-4134
Email	tbcurtis@santecooper.com

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 1
Request: 1.1

Reference Documents

None

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 1
Request: 1.1

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate, and that to the extent Santee Cooper is taking action for closing and decommissioning the Winyah Generating Station said action is necessary and subject to the consent of Central pursuant to the Power System Coordination and Integration Agreement (“Coordination Agreement”) between Santee Cooper and Central, as amended. I,

Charles B. Duckworth, further attest that during Review Period Santee Cooper not begun constructing a natural gas combined cycle or other major generation resource.

Signature of Officer: **Charles B. Duckworth** Digitally signed by Charles B. Duckworth
Date: 2020.06.30 18:52:31 -04'00'

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 2
Request: 1.2

Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to deploying up to 500 megawatts of new solar generation, within the structure described in the Santee Cooper Act 95 Reform Plan Appendix 8.2.4.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Purpose of action(s)
- d. Status of action(s) – designate as “on-going” or “completed”
- e. Status of consent from Central pursuant to the Coordination Agreement
- f. Copy of the Request for Proposal process including applicable deadlines for action(s)
- g. List of the successful bidders (Project ID) including, but not limited to, transmission interconnection, geographic location (county) of facility site, project capacity (MWac) and Levelized Energy Price.
- h. If applicable, identify and describe any and all changes from the prior Review Period
- i. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
 Office of Regulatory Staff – Monthly Review of Santee Cooper
 Time Period: May 18 – 31, 2020
 PARAGRAPH 2
 Request: 1.2

Date	Description of Action	Purpose of Action	Status
15-May	Meeting Central to kick-off and coordinate resource planning and implementation. See attached agenda for discussion topics which included solar solicitation. Other topics were discussed as well and relevant material from the meeting is attached.	Coordination with Central	Completed
19-May	Central shared their 2018 Solar RFP to assist Santee Cooper and nFront Consulting in preparing the RFP draft	RFP drafting	Completed
28-May	Coordination Meeting with Central (Jim Lamb, John Tiencken, Karen Hallenbeck). Various items discussed including Solar RFP. Agenda is attached.	Coordination with Central	Completed
29-May	<p>Provided working draft of proposed RFP to Central with following introduction</p> <p>It was indicated to Central that draft was prepared assuming Central would participate fully in the RFP process. It notifies potential respondents that Central will receive copies of the submittal, be fully involved in evaluation, and potentially may enter PPAs as an outcome of the RFP process. This concept was discussed with Central (Jim Lamb and John Tiencken) on 5/28. nFront incorporated certain aspects of Central’s 2018 solar RFP that seemed applicable.</p>	Coordination with Central	Completed
5-Jun	Subsequent steps (Central sign-off on RFP, coordination of NDA form, invitation list etc) to come with the June update. RFP sent on June 5 is attached.	RFP published	Completed

Provided by:

Name	Rahul Dembla
Title	Senior Director, Resource and Financial Planning
Phone	917-822-7211
Email	Rahul.dembla@santecooper.com

Reference Documents

- | |
|--|
| <ol style="list-style-type: none"> 1. Central Coordination 5/15 Meeting Agenda – “1.2 Rdembla - Central Meeting Agenda” 2. Joint resource planning timeline shared with Central - “1.2 Rdembla - Joint Resource Planning Timeline” 3. Solar RFP Preliminary Timeline shared with Central – “1.2 Rdembla - Solar Timeline” 4. May 28 Coordination Meeting Agenda – “1.2 Agenda - CentralSanteeCooper0528” |
|--|

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 2
Request: 1.2

5. Solar RFP Final – “1.2 Rdembla – RFP”
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**Central / Santee Cooper
Meeting Agenda
May 28 – Wampee**

- 1. Resource Schedule** – discuss coordination of planning activities

- 2. System Load Forecast**
 - a. Uses
 - i. Long term planning implications
 - ii. Financial forecast and modeling
 - b. Unresolved Issues
 - i. Berkeley Delivery Points
 - ii. Marlboro Diesel Generators
 - iii. Liberty Steel
 - iv. Financial Impacts
 - c. What will we approve at JPC and how/when will we resolve open issues?

- 3. Solar RFP – Central Role**

- 4. Avoided Cost Calculation**

- 5. Rate Freeze**

**Joint Resource Plan 2020
Coordination Meeting with Central - May 15, 2020**

Agenda

- I. Introductory Comments** **Charlie / Jim**
-
- II. Resource Planning Process** **Rahul**
- Review process / timeline
 - Load forecast – Preliminary feedback and next steps
 - Schedule assumptions discussions
-
- III. Implementation of Near-Term Resource Requirements**
- a. Solar solicitation
- Process/timeline **Rahul**
 - Review 2019 RFI Results **John Painter (nFront)**
- b. Winyah retirement **Chris**
- Status update
 - Next steps

Joint Resource Planning 2020 - Santee Cooper/Central

		<u>Start</u>	<u>End</u>	<u>Key Contacts</u>	
				<u>Santee Cooper</u>	<u>Central</u>
1	Kick-off / coordination Meeting with Central	15-May	15-May		
2	Review Modeling Assumptions/Sensitivities	18-May	12-Jul		
A	Finalize Load Forecast	Ongoing (JPC approval 29-May)		Mike Smith	
B	Assumptions Review Meeting #1	Week of 8-Jun			
C	Assumptions Review Meeting #2	Week of 22-Jun			
	<i>Topics to be covered during Meetings #1 and #2:</i>				
i	General economic and financial assumptions			Rahul Dembla	
ii	EE/DR/DSM			Marty Watson	
iii	Fuel price			Marty Watson	
	Coal price				
	NG price				
iv	Market price			Marty Watson	
v	Existing resource characteristics			Marty Watson	
vi	New generation Options			Rahul Dembla	
vii	NG pipeline supply/costs			Rahul Dembla	
viii	Generation siting			Chris Wagner	
ix	Transmission upgrades/additions			Chris Wagner	
x	Determine sensitivity runs			Rahul Dembla	
3	Conduct CapEx model simulations/runs	12-Jul	15-Sep	Rahul Dembla	
	Review and coordination meeting #3	Week of 20-July			
	Review and coordination meeting #4	Week of 3-Aug			
	Review and coordination meeting #5	Week of 17-Aug			
	Review finalresults meeting #6	Week of 7-Sep			
	<i>Additional meetings / calls to be scheduled as needed.</i>				

* nFront will provide input in developing assumptions and sensitivity scenarios.



REQUEST FOR PROPOSALS (“RFP”) FOR SOLAR POWER

Santee Cooper

**Solar Power RFP
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Overview

The South Carolina Public Service Authority, also referred to as the Authority or Santee Cooper, seeks written proposals from qualified suppliers of electric energy produced from photovoltaic (PV) solar resources (“RFP Process”). Santee Cooper anticipates one or more power purchase agreements (“PPAs”) will be executed by Santee Cooper and Respondents through this RFP process. Central Electric Power Cooperative, Inc. (“Central”) will participate in the evaluation of responses received, identification of most attractive Submittals, and potentially may also choose to become a counterparty to one or more PPAs through this RFP process.

Below is a listing of certain information presented in this RFP. Respondents are referred to the entire RFP, and any supplemental information distributed after RFP issuance, for complete information.

1. Beginning in October 2019, Santee Cooper began the current procurement process by conducting an RFI process open to all suppliers of solar energy. Notification of the process was provided to a broad list of industry participants approaching 150 in number. Of those, almost 50 requested Santee Cooper’s RFI. Santee Cooper is now continuing the initial procurement process by issuing this RFP. Santee Cooper anticipates conducting subsequent solar procurement processes which will be open to any qualified supplier of solar energy produced from PV resources as was the case with Santee Cooper’s current process beginning with the RFI.
2. The current resource plan for service of Santee Cooper’s customers includes addition of up to 1,000 MWac of solar capability in aggregate to be placed into service by 2024 and an additional 500 MWac by 2031¹.
3. This RFP solicits proposals to sell output and other attributes from PV solar projects having a total capability² to produce energy during peak solar conditions, or installed capability, of up to 500 MWac.
4. The total installed capability placed under contract through this RFP is expected to be sourced from multiple solar projects, located at geographically diverse sites, with each project having an installed capability in the range of 25 MWac to 125 MWac.
5. PPAs between seller and buyer will obligate seller, without limitation, to plan, finance, implement in all respects, operate, maintain, insure, and retire the solar project, bear all costs with respect thereto, and deliver agreed upon output and all other project attributes, other than tax incentives, to buyer over an agreed upon 15 to 25 year contract term;
6. PPAs will entitle buyer to receive available output and all other attributes of the project, other than tax incentives, and obligate buyer to make payments to seller based solely on the attributes received; and

¹ As discussed below, Santee Cooper is currently updating its resource plan, which may result in changes in these amounts and dates.

² “Capability” as used herein refers to the amount of energy in MWac that would be produced from a PV solar project under peak solar conditions. “Installed capability” refers to capability before degradation.

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7. Santee Cooper anticipates PPAs will be developed and executed with one or more Respondents to this RFP but reserves the right to reject any or all Submittals.

To be considered, Respondents must submit their questions pertaining to this RFP by email no later than 2 pm EDT on July 13, 2020, submit their Submittals by email no later than 2 pm EDT on July 30, 2020, and meet other requirements specified in the RFP.

All communications regarding this RFP must be directed solely to contacts designated in this RFP. Contacts regarding this RFP with Santee Cooper’s or Central’s Board members, other employees, and representatives may result in disqualification.

Introduction

Santee Cooper is a component unit of the State of South Carolina (the “State”), created by the State in 1934 for the purpose of providing and aiding interstate commerce, navigation, electric power, and wholesale water to the people of South Carolina.

Santee Cooper is the state's largest power provider, supplying power for 2 million South Carolinians. Santee Cooper serves more than 187,700 retail customers in Berkeley, Georgetown, and Horry counties. Santee Cooper also serves 27 large industrial facilities, and two municipal electric systems, the cities of Bamberg and Georgetown. Santee Cooper generates power provided to Central Electric Power Cooperative, Inc. (“Central”) and distributed by the state's 20 electric cooperatives to more than 821,000 customers in all 46 counties.

The Authority’s electric assets include wholly owned and ownership interests in a variety of coal, natural gas, nuclear, hydro, biomass, landfill, and solar generating units totaling 5,112 megawatts (MW) based on peak output ratings under summer conditions.

The Authority also operates an integrated transmission system network (the “Integrated Transmission Network”), which includes transmission facilities owned by Santee Cooper and Central.

Santee Cooper’s credit ratings³ are investment grade as follows:

- Moody’s – Revenue bond rating – A2
- S&P Global Ratings – A
- Fitch Ratings – A-

Central’s credit rating is investment grade as follows:

- S&P Global Ratings – A+

On May 22, 2019, the Governor of South Carolina signed Act 95 into law, which directed the Department of Administration (“DOA”) to establish a process to conduct a competitive bidding process for the sale of some or all of Santee Cooper and to receive management proposals for Santee

³ Please see: <https://www.santeecooper.com/About/Investors/Index.aspx> for more information concerning Santee Cooper’s credit ratings.

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Cooper (“Act 95 Process”). In early March 2020, all bids to acquire and manage Santee Cooper were rejected by the State legislature. On May 18, 2020, continuing legislation was passed authorizing Santee Cooper, among other actions, to procure up to 500 MW of solar power, working in coordination with Central.⁴

Plans to Add Solar Capability

The resource plan developed by Santee Cooper in 2019 includes addition of 1,000 MWac of installed solar capability sourced from multiple projects, in diverse geographic locations, to be placed into service by 2024 with each project having an installed capability in the range of 25 MWac to 125 MWac. The plan also includes an additional 500 MWac of solar capability to be added by 2031.

Santee Cooper is currently evaluating potential updates to the plan prepared in 2019 and, therefore, the amounts of solar capability included its resource plan may change. Santee Cooper does not expect the resource plan update to impact this RFP process.

Solar capability is included in the resource plan to provide energy to the system at a known price as a hedge against higher potential costs of fuel, carbon legislation, future renewable standards, or other regulatory changes aimed at reducing carbon or other emissions. Solar capability is also included as part of an overall strategy to reduce carbon and other emissions. Santee Cooper has not included solar capability in its plan for the purpose of reliably serving load in peak demand periods.⁵

Requests for Proposals

Santee Cooper seeks binding proposals to sell all, or a specified share of, electrical energy and all other attributes, except for tax incentives, from a photovoltaic solar project under one or more long-term power purchase agreements, or PPAs.

Santee Cooper anticipates up to 500 MW of solar capability may be procured through this RFP. Key provisions of PPAs are discussed below under “PPA Preferences and Requirements.”

RFP Submittal Requirements

Respondents are required to include with their RFP Submittal a completed and signed copy of the Notice of RFP Procedure, RFP Form 1, in acknowledgment of their understanding and acceptance of the provisions of this RFP for evaluating responses and finalizing PPAs.

Each RFP Submittal may contain any information Respondent chooses to provide regarding its Submittal but must contain at least the following information organized in sections (or appendices) as noted.

Section 1: **Team Members** – This Section should identify each team member participating in the RFP Submittal and/or expected to participate in fulfilling obligations of the seller under

⁴ The referenced legislation can be accessed at: https://www.scstatehouse.gov/sess123_2019-2020/bills/3411.htm

⁵ Santee Cooper’s need for generation capacity is driven primarily by its winter peak demand.

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the PPA. This section should identify the anticipated role of each team member in the planning, ownership, development, operation, and maintenance of the project.

Section 2: **Demonstrated Experience** – This section should list projects that demonstrate experience of Respondent’s project team⁶ with design, construction, development, financing, operation, and maintenance of utility scale solar projects of 25 MWac or greater. More specifically, this section should include, separately, for each project team member, projects that demonstrate that project team member’s experience in fulfilling the role of the team member in the Respondent’s Submittal, whether the project is under development or in service, the size of the project in terms of installed capability in MWac, actual and planned date of commercial operation, and county and state in which each project is or will be located. To be responsive, information Respondent provides in Section 2 should demonstrate experience level of each key member of Respondent’s project development and operations team. For each organization involved the project team, please provide information that demonstrates the experience of each senior that would lead the organization’s project activities. Information concerning lead personnel is particularly important for relatively new organizations.

Section 3: **Proposed Term Sheet and Proposed PPA** - This section should include a completed Term Sheet (Form 2) for each project and a listing of exceptions⁷ to the Standard PPA Form to be provided to prospective Respondents as RFP Addendum 1. As used in the RFP, the term “Proposed PPA” shall refer to the Term Sheet and Standard PPA Form, as modified by the list of exceptions provided by Respondent.

Section 4: **Project Information** - This section should provide information regarding the project(s) on which Respondent’s Submittal are based. This section of Respondent’s Submittal should provide the information specified on RFP Form 3.

Each RFP Submittal must be signed by Respondent’s authorized representative. Sections 3 and 4 should be provided for each project included in Respondent’s Submittal.

Santee Cooper plans to evaluate and rank Respondents based on the information contained in the RFP Submittal. However, Santee Cooper may undertake written or oral communications with responsible Respondents to better understand or request information regarding variances on or exceptions to the projects and PPA terms and conditions included in the Respondent’s RFP Submittal. Respondents contacted by Santee Cooper through this communications process may be afforded the opportunity to update their RFP Submittals to reflect those communications.

⁶ As used herein, “Respondent’s project team” is used to include Respondent’s organization and any other organizations anticipated to participate in developing, operating, and maintaining the projects on which Respondent’s Submittal is based. We understand that in many if not most, cases, Respondent may be a single organization.

⁷ Respondents may provide a red-lined copy of the Standard PPA Form in lieu of a list of exceptions.

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Santee Cooper reserves the right to complete its evaluation of a Respondent’s RFP Submittal without discussion with Respondent.

Submittal Duration

The terms and conditions proposed in an RFP Submittal, including without limitation provisions of the Proposed PPA, shall remain in effect and be valid until at least February 1, 2021, unless superseded by an executed PPA or Respondent’s Submittal is rejected in writing.

Communications and RFP Submittal Protocol

Santee Cooper reserves the right to disqualify from further consideration any Respondent that violates the communications and RFP Submittal protocol set forth in this section of the RFP.

Respondents are required to confine all communication related to this RFP exclusively to the contact persons specified below and any other representatives designated in writing by those contact persons during the following periods of time:

- For Respondents not selected for PPA negotiations, from the date this RFP is published until the date on which a notice of rejection of the Respondent’s RFP Submittal or other notice of cessation of the RFP process is made; and
- For Respondents selected for PPA negotiations, from the date this RFP is published until the date Respondent executes a PPA or is notified by Santee Cooper of termination of PPA negotiations.

Unless authorized in advance, no contact related to the RFP will be permitted between a Respondent, its employees, representatives, or affiliates and any board member, officer, official, director, employee or other representative of Santee Cooper or central other than the designated contacts during the above periods.

Santee Cooper has retained nFront Consulting as its consultant during this RFP process, and unless and until notified by Santee Cooper in writing to the contrary, nFront Consulting will coordinate communications with Respondents and take such other actions as are approved by Santee Cooper and Central with respect to the administration of this RFP.

All questions regarding this RFP, technical or otherwise, should be submitted electronically by e-mail in accordance with the RFP Schedule below to the following Contacts.

Subject: Santee Cooper Solar RFP 2020-1

Contact names and email addresses:

Glenda Horne
solarRFP@santeecooper.com

John F. Painter
JohnPainter@nFrontConsulting.com

Only responses provided in writing by one of the above-designated contacts will be considered official. Typically, all responses will be provided by nFront Consulting. A verbal response will not be considered

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an official response. Responses to questions determined by Santee Cooper, in its sole discretion, to be applicable to the RFP process in general and all published addenda will be provided to all persons who request the RFP and to potential Respondents to whom this RFP has been distributed. Questions, answers, and addenda will be communicated only in electronic form.

Each Respondent is required to include in its RFP Submittal all information identified under the heading **RFP Submittal Requirements** and may provide or be asked to provide additional information and explanation to supplement the requested information.

Each RFP Submittal must be delivered by email to the following addresses by the date shown below under the heading RFP Schedule.

Subject: Santee Cooper Solar RFP 2020-1

Contact names and email addresses:

Glenda Horne
solarRFP@santeecooper.com

John F. Painter
JohnPainter@nFrontConsulting.com

Completed and signed originals of the RFP Submittal with all supporting materials must be delivered to the following addresses by the time and date shown below under the heading **RFP Schedule**.

Subject: Santee Cooper Solar RFP 2020-1

Contact names and shipping addresses:

Glenda Horne
Santee Cooper
1 Riverwood Drive
Moncks Corner, SC 29461

John F. Painter
nFront Consulting LLC
2465 Southern Hills Ct
Oviedo, FL 32765

Failure to submit complete, signed RFP Submittals by the times specified below may be a basis for disqualification of the Respondent.

RFP Schedule

The timetable for this RFP process is shown below. The dates and times set forth below may be changed at any time at the discretion of Santee Cooper and Central. All deadlines for submittals due from Respondents are specified in Eastern Daylight Time (“EDT”).

Milestone	Due Date
RFP Published	6/5/2020

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Milestone	Due Date
RFP Addendum 1 – Standard PPA Form Published	6/17/2020
Last date for Respondents to submit questions regarding the RFP to assure a response	7/13/2020 by 2 pm EDT
Date by which responses will be provided by Santee Cooper to questions submitted by the due date above:	7/20/2020 by 5 PM EDT
RFP Submittal Delivered <ul style="list-style-type: none"> • By Email • Delivery of Original Copy 	7/30/2020 by 2 pm EDT 8/4/2019 by 5 pm EDT

RFP Process and Outcomes

Santee Cooper anticipates negotiating and finalizing PPA terms and conditions with a limited number of RFP Respondents which present information regarding experience, project plans, and pricing and other PPA terms that, in Santee Cooper’s sole judgment, best meet the needs and objectives of Santee Cooper and its customers. Santee Cooper anticipates the PPA finalization process will occur between mid-September and mid-November 2020.

Santee Cooper also reserves the right to:

1. Not disclose information which Santee Cooper has determined may be confidential or may be subject to a non-disclosure or confidentiality agreement with any other Respondent;
2. Not reject any Submittals until parties with which PPAs are to be finalized have been identified;
3. Reject any, or all, RFP Submittals;
4. Waive irregularities, omissions, requirements, and formalities with respect to any RFP Submittal;
5. Request clarifications from a Respondent at any time;
6. Amend this RFP at any time;
7. Cease discussions with any or all Respondents at any time;
8. Set deadlines for completing finalization of a PPA;

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9. Reject the RFP Submission by any Respondent during the RFP process for withdrawing information contained in its RFP Submittal; and
10. As provided in Santee Cooper’s RFI of October 15, 2019, reject RFP Submittals that include higher energy prices than provided in the party’s RFI Submittal not justified, in Santee Cooper’s sole judgement, by changes beyond control of the Respondent.

Confidentiality of Information

The Respondents acknowledge that as a state agency Santee Cooper is subject to the South Carolina Freedom of Information Act. Upon receipt of a request for information under the Freedom of Information Act, Santee Cooper shall give written notice of same to the Respondent prior to the date of compliance with such request, at which time Santee Cooper or Respondent, or both, may pursue all legal or equitable remedies available to limit disclosure of such Confidential Information. However, Santee Cooper will disclose such portions of Confidential Information that it determines it is required to do so under the Freedom of Information Act.

In connection with receiving RFP Submittals, it may be necessary for Respondents to disclose to Santee Cooper certain information which Respondents regard as confidential, including but not limited to, pricing and other commercially sensitive information. Upon request of a Respondent, Santee Cooper and Central are amenable to entering into an acceptable non-disclosure agreement (NDA). The form of an acceptable NDA is attached hereto as RFP Form 4.

Project and Interconnection Preferences and Requirements

Santee Cooper seeks Submittals based on projects having the following characteristics.

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Project and Interconnection Preferences and Requirements	
Required Technology	Solar Photovoltaic
Preferred Project Capability Range	25 to 125 MWac at each project site proposed
Initial Power Delivery Date⁸ and Delivery Term Preferences	<p>Santee Cooper prefers proposals for which Initial Power Delivery Dates are not later than January 1, 2024.</p> <p>The initial power delivery term proposed may range from approximately 15 years but not longer than 25 years in duration.</p> <p>Multiple delivery terms may be proposed (e.g., 15-year, 20-year, or 25-year). Respondents are required to provide specific energy pricing Submittals for each PPA term proposed.</p>

⁸ Used to denote the date on which buyer would be first obligated to take energy from the project and seller first obligated to have the project in commercial operational status.

Project and Interconnection Preferences and Requirements	
Interconnection and Delivery Requirements and Preferences	<p>Santee Cooper prefers projects interconnected to the Integrated Transmission Network.</p> <p>Seller will be obligated to make timely arrangements for and bear all costs of interconnecting the Project.</p> <p>Should a Project be located such that output must be transmitted to the Santee Cooper portion of the Integrated Transmission Network, seller will be solely obligated to make timely arrangements for, and bear all costs of, delivering output from the project to the Integrated Transmission Network, including, without limitation, arrangements for and costs of (i) firm transmission service to be purchased from others or (ii) use of facilities owned by Central</p> <ul style="list-style-type: none"> • Respondents would not incur transmission service charges to deliver output of resources interconnected with Santee Cooper-owned portions of the Integrated Transmission Network to loads on the Combined Central-Santee Cooper system. • Santee Cooper expects Respondents would incur facilities charges for resources interconnected with facilities owned by Central and would incur transmission service charges for resources interconnected with other transmission systems (e.g., the Southern Company, Duke Power or Dominion South Carolina transmission systems). • Location of resources on load side of Santee Cooper’s or Central’s transmission facilities will not result in avoidance of transmission service or transmission facilities charges. <p>Prices stated in Submittals must be applied to energy amounts delivered, or available to be delivered, to the Santee Cooper portion of the Integrated Transmission Network to determine charges to buyer for energy under the PPA.</p>

Project and Interconnection Preferences and Requirements	
Required OATT Compliance	<p>Respondent must take those actions, required by Attachment M of Santee Cooper Open Access Transmission Tariff (relating to standard large generator interconnection procedures), to connect its facility to the Integrated Transmission Network.</p> <p>Respondent’s project must meet requirements of the OATT to qualify as a network resource for use by Santee Cooper in serving loads of its wholesale and retail customers.</p>
Project Status	Santee Cooper will consider PPAs for output from existing and proposed projects.
Preferred Location	Santee Cooper’s preference is for Projects to be in South Carolina. Santee Cooper will consider the economic benefits and reliability impacts associated with the location of each proposed project.
New Project Development Status	Santee Cooper requires Respondents to demonstrate in their RFP Submittals a clear project development plan with all critical milestones scheduled to achieve the Initial Power Delivery Date as planned by the developer. The project development plan must identify the status of each milestone and key uncertainties that may impact achieving the milestone as scheduled. Santee Cooper reserves the right to reject any RFP Submittal based on a determination in Santee Cooper’s sole judgement that the project development plan submitted is not likely to achieve project completion by the planned Initial Power Delivery Date. Please see Form 3 attached to this RFP for more detail regarding information to be included in the Submittal.

PPA Preferences and Requirements

This section summarizes preferences and requirements pertaining to the terms of Proposed PPAs. Respondents also should refer to the Standard PPA Form to be provided as Addendum 1 to the RFP for more detailed information. Should a conflict existing between this section of the RFP and the Standard PPA Form, the Standard PPA Form will control.

1. Seller would assume responsibility for all costs incurred over the life of the project, including without limitation, all costs of land acquisition or lease, planning, siting, permitting, zoning, changes, necessary site infrastructure, design, equipment acquisition, construction,

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development, management, interconnection, financing, operation, site use of electricity, water and sewer services, maintenance, decommissioning, and all local, state, and federal income, property and other taxes pertaining to the project. Proposed pricing is expected to reflect that seller bears all costs of the project over its life unless Respondent specifically states otherwise.

2. Seller would, without limitation, be responsible to plan, finance, implement in all respects, operate, maintain, insure, and retire the solar projects as required to deliver agreed upon output and other attributes over the agreed upon term of the PPA. Other finance, ownership, operation, and maintenance options may be explored with potential counterparties based on alternative Submittals submitted by Respondent or developed as PPA terms and conditions are finalized.
3. Buyer would be entitled to all, or a specific pro rata share of, energy available from the project in each hour, and any, and all, environmental, ancillary, renewable, and other attributes of the project, except for tax incentives, including but not limited to renewable energy credits, green tags, greenhouse gas or carbon credits, and any other emissions attributes. Buyer’s rights to its share of project attributes would be on a first call or pro rata share basis. PPA terms that provide for buyer’s rights to attributes to be secondary to rights of any other party would not be accepted.
4. Seller would be responsible to supply the site for the project and understand, account for, and comply with applicable interconnection requirements of the owner of the electric transmission system to which the project would be interconnected. Respondents may provide an estimated price reduction if Santee Cooper provides a suitable site for the facility and/or provides interconnection facilities as an alternative for Santee Cooper’s consideration.
5. Buyer specifically would not be responsible for, and would be indemnified against any, and all, project-related costs over the life of the project except for costs, if any, that the PPA specifically assigns to buyer.
6. PPAs would include expectations and limitations on degradation of the capability of the project to provide energy to buyer for each year of the term of the PPA. PPA provisions would identify key component replacement and renewal schedules and anticipated impacts of renewals and replacements on the capability of the project to produce energy.
7. PPAs would provide the only basis for charges to buyer would be an energy charge computed as the product of an energy price⁹ expressed on a \$/MWh basis and the MWhs of energy supplied or made available to buyer at a point of delivery on the Integrated Transmission Network.
8. Energy prices would either be:

⁹ The energy price may have a one or more components.

- a. Fixed for the entire term or specified for each year or for certain periods within the term of the PPA (e.g., by year or multi-year periods); or
 - b. Specified for a base year or base period and then escalated for subsequent years at a fixed annual percentage.
9. PPAs would provide for buyer to take and pay for energy as and if available from the project, any scheduling or dispatch flexibility available to buyer, and costs or charges associated with buyer exercising any rights to schedule, or take less than, its share of output available from the project.
 10. PPAs would provide for buyer to have first rights to energy and attributes available from the project up to buyer’s pro rata share of the project’s planned capability and a first right, but not obligation, to take energy produced from the project in excess of the planned capability of the project.
 11. PPAs will provide for seller to bear all risks, financial and otherwise, associated with eligibility to receive (i) production and investment tax credits or qualify for accelerated depreciation; and (ii) a FILOT pursuant to agreement with the South Carolina Department of Revenue. More generally, Seller would retain rights to any tax incentives of the project and bear all risk that seller would not receive anticipated tax incentives.

Santee Cooper may find it valuable to include PPA provisions under which Santee Cooper would have rights, but not obligations, to modify the amount of installed capability to be developed, extend the transaction beyond the initial term, or acquire ownership of the project during its life. Parties are encouraged to enhance their Submittals by providing alternatives for consideration in these areas.

Evaluation of RFP Submittals

RFP Submittals will be analyzed quantitatively and qualitatively considering the following factors.

1. Costs to buyer incurred under the PPA and the proposed project’s impact on buyer’s net costs of power;
2. Demonstrated experience of Respondent in planning, developing, operating, and maintaining similar projects;
3. Respondent’s credit rating, bonding capabilities, commitments to provide letters of credit when required, and other creditworthiness considerations;
4. Creditworthiness;
5. Location of proposed projects and impact of location on Santee Cooper’s costs, operations, and risks;
6. Flexibility and optionality anticipated to be afforded to buyer;
7. Uncertainties concerning transmission and interconnection arrangements;

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8. Uncertainties and guarantees concerning performance and availability as proposed, including permitting and other risks; and
9. Uncertainties and guarantees concerning commencement of the transaction in a timely fashion.

Projections of a project’s impact on buyer’s net costs of power may consider, but not be limited to, the following factors:

1. Proposed charges for energy and any other proposed or potential charges to buyer or costs to be directly borne by buyer;
2. Profile of energy anticipated to be available from Respondent’s project; and
3. Impacts of the proposed purchase on costs of energy supplied from other resources (e.g., reductions in costs of supplying energy from other Santee Cooper resources, costs of cycling other resources, and changes in costs of operating reserves and other ancillary services).

Evaluation of an RFP Submittal also is expected to or may qualitatively and/or quantitatively consider:

1. Flexibility and optionality that may be provided to buyer, both contractually and operationally; and
2. Potential differences in reliability and ability of proposed projects to withstand extreme weather conditions.

Evaluations will be based on information provided in the RFP Submittal regarding: entitlements to energy and other attributes; energy pricing and other cost responsibility of buyer; scheduling, constraints, flexibility, and charges; expected availability of energy; completion, milestone, and energy availability guarantees; and delivery point(s) proposed.

Santee Cooper and Central, in their discretion, may make assumptions regarding future fuel costs, market prices, economic conditions, index levels, and costs of environmental compliance requirements in performing the evaluation. Santee Cooper and Central reserve the right to make all decisions and judgments as to the assessment of all RFP Submittals, the appropriate assumptions to be used for the assessment, and the priority and weight to be given to each factor.

Alternative Approaches and Options

Respondents are encouraged to submit alternatives outside of the specific requirements or preferences set forth in this RFP, particularly where these alternatives offered can provide measurable benefits to the buyer. However, Santee Cooper and Central, in their discretion, reserve the right to not consider alternatives submitted that deviate from stated requirements or preferences.

Santee Cooper is predominantly interested in options that will supply Santee Cooper with solar power at the lowest possible cost. However, Santee Cooper will accept and consider options from Respondents designed to provide additional flexibility to schedule output from the proposed solar facility(ies) and reduce risks.

For example, options could include facilities, as applicable, and pricing for:

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1. approaches that provide increased flexibility for buyer to curtail¹⁰ or schedule solar facility production, included but not limited to integrated energy storage devices; and
2. flexible utility dispatch of solar facilities and inverter operations to provide system balancing and other operating services.

Information pertaining to any options should include a full description of (i) the operating and/or scheduling flexibility being offered; (ii) impacts on pricing arrangements; and (iii) a full description of real-time and period operating advantages and limitations.

Respondents should include responses to this portion of the RFP as alternatives to, not as a replacement for, Submittals to provide solar power at the most attractive cost.

Also, as noted under **PPA Preferences and Requirements** above, Respondents are asked to provide alternative proposals under which buyer would have rights, but not obligations, to:

- Provide a suitable site for the facility with or without interconnection facilities; and
- Modify the amount of installed capability to be developed,
- Extend the transaction beyond the initial term, or
- Acquire ownership of the project during its life.

Other Requirements and Provisions of the RFP

By submitting a Submittal under this RFP, Respondent certifies that it has not divulged, discussed, or compared its Submittal with other Respondents and has not colluded whatsoever with any other Respondent or parties with respect to its Submittal.

Each Submittal will be prepared at the sole cost and expense of the Respondent and with the express understanding that the Respondent has no claims whatsoever for reimbursement from Santee Cooper or Central.

Respondent shall bear all costs and expenses of any response in connection with its Submittal, including providing additional information, and costs of finalizing PPAs and reviewing any documentation.

Santee Cooper, or any Board member, officer, employee, agent or representative of any of them, and Central, its Members, or any trustee, officer, employee, agent or representative of any of them, shall not be liable for any costs incurred by Respondents in responding to this RFP, or for any damages arising out of or relating to any modification or withdrawal of this RFP, rejection of any Submittal, Respondent’s reliance upon any communication received from Santee Cooper or Central, failure to enter into an agreement, or for any other reason relating to or arising out of this RFP. In no event will

¹⁰ Santee Cooper anticipates buyer will have rights under the PPA to curtail output by notification to seller See paragraph 9 under PPA Preferences and Requirements above.

Santee Cooper
Request for Proposals (“RFP”)
Solar Power RFP
RFP 2020-01
June 5, 2020

Santee Cooper or Central be liable for any damages incurred by any party relying upon any action or statement by Santee Cooper, Central or any of its members in connection with this RFP.

Any PPA developed through this RFP process shall be subject to approval of Santee Cooper’s Board of Directors and/or Central’s Board of Trustees and may be subject to other regulatory oversight and approvals.

RFP 2020-1
for Solar Power
Form 1: RFP Procedure

Form 1: RFP Procedure

The undersigned Respondent, having read and examined the RFP, hereby acknowledges that the RFP process is to be conducted as described in the RFP.

Written or oral discussions may be conducted with responsible Respondents after RFP Submittals are received by Santee Cooper. A determination may be made based on evaluation of RFP Submittals to finalize PPA terms with certain Respondents. As a result of questions posed and during the process of finalizing PPA terms, the Respondent involved may choose to modify proposed project plans, information included in its RFP Submittal, or PPA terms and conditions. Evaluation of a Respondent’s RFP Submittal may be completed without discussions based solely on the information included in the RFP.

Respondents are required to comply with the communications and submission protocols specified in this RFP.

All RFP Submittals are subject to all other specifications and requirements provided for in this RFP.

Santee Cooper has the right to terminate this RFP process, including without limitation any negotiations without any liability to the undersigned respondent. Neither Santee Cooper nor Central shall have any binding obligation to purchase energy or any other attributes from Respondent unless and until the Respondent and Santee Cooper or Central has duly executed a PPA, and then, such obligations shall be subject to any conditions contained in the PPA.

Name of Company	_____
Authorized Signature	_____
Printed Name	_____
Title	_____
Date	_____

Respondent’s Designated Contact
(Person authorized to respond to questions or engage in communications concerning Respondent’s RFP Submittal)

Printed Name	_____
Title	_____
Phone:	_____
Email:	_____
Shipping Address:	_____
Mailing Address:	_____

Form 2: Term Sheet

Respondents are required to provide the essential elements of a Term Sheet as requested in this RFP Form 2 in addition to providing proposed exceptions, if any, to the Standard PPA Form and other experience and project information.

With respect to the following topics, please include at least the level of detail normally included in a proposed Term Sheet.

Item	Provision/description
1. Buyer(s)	Santee Cooper and/or Central
2. Anticipated Seller	
3. Credit Support Approach (Described and document anticipated Seller's or Parental Entity's credit ratings and whether its anticipated credit support would be provided through parental guarantees or letters of credit)	
4. Product Description	
5. Attributes to be sold	
6. Term of Agreement	
7. Conditions Precedent to Seller's Obligations	
8. Installed Capability Amount and Capability Offered for Sale to Buyer (MWac)	

RFP 2020-1
for Solar Power
Form 2: Term Sheet

Item	Provision/description
9. Anticipated Degradation	
10. Flexibility of Buyer to Adjust Planned Installed Capability Amount During PPA Negotiations	
11. Energy Price - Single Project <ul style="list-style-type: none"> a. Price by Component b. Escalation, if any 	
12. Pricing for Multiple Projects Indicate pricing if Respondent is selected to provide multiple projects and PPAs	
13. Pricing-related Contingencies if any Clearly indicate any conditions that pertain to the pricing Submittals set forth in Sections 11 or 12 above.	
14. Santee Cooper provided Sites or Interconnections, if Applicable Proposed price reduction if Santee Cooper provides a suitable site for the facility and/or interconnection facilities. Specify key site requirements	
15. Other Charges if Any	
16. PPA Delivery Point	

RFP 2020-1
for Solar Power
Form 2: Term Sheet

Item	Provision/description
17. Project Interconnection Point	
18. Arrangements for Transmitting Power from the Point of Interconnection to the Delivery Point, if Applicable	
19. Scheduling Flexibility Normal flexibility and options for flexible operation and scheduling of the proposed solar facility(ies)	
20. Project Completion Guarantees Offered	
21. Availability Guarantees Offered	
22. Pricing, Notice and Other Provisions 1 Pertaining to any proposed option for Santee Cooper to extend the term of the transaction beyond the initial term	
23. Pricing, Notice and Other Provisions 2 Pertaining to any proposed option for Santee Cooper to assume ownership of the project during its life	

Form 3: Project Description and Data

Form 3: Project Description and Information

The information requested on this Form 3 should be provided for each specific project proposed by Respondent.

Respondents are encouraged to provide as much of the information requested below as possible by supplying PVSYST reports or reports from other comparable software. The format of the request below is not intended to specify a specific format be used to supply the information requested.

Project Description

Respondent should identify the proposed site(s) on which each price proposal has been based. Respondent should describe key components expected to be used for potential project(s), specifying anticipated technology for each major component. RFP Submittals should provide the information listed below.

1. Location (including latitude and longitude);
2. Physical site acreage;
3. Other key physical characteristics;
4. Required electric transmission interconnection facilities, including required transmission facilities ratings and voltage of interconnection;
5. Description of photovoltaic modules to be used for the project, including PV technology, manufacturer, power ratings, conversion efficiency, warranties, and guaranteed maximum degradation;
6. Description of racking and tracking apparatus, including technology, manufacturer, orientation and tilt, and any unique operating characteristics, such as back-tracking;
7. Description of inverters, including technology, manufacturer, efficiency, guaranteed availability and performance, and any unique operating characteristics, such as ability to provide electric system voltage or VAR support;
8. Description of the total project site performance, including total installed PV module capability (maximum DC rating), total inverter capability (maximum input DC and maximum output AC ratings), and total project capability to provide output to the point of interconnection of the project with the electric transmission system (maximum coincident AC rating and voltage) and if different to the point of delivery on Santee Cooper's transmission system; and
9. Project's proposed or preliminary site plan showing the site location and footprint, point of interconnection), array configuration including equipment positions, one-line, showing both DC and AC systems, and other infrastructure.

Project Development Plan and Schedule

If the project is not existing, Respondent is required to provide a development plan and schedule. For each major task listed below, the development plan must explain status, descriptions of key sub-tasks and processes involved, and key uncertainties.

Form 3: Project Description and Data

The project plan should clearly describe and document status and plans for:

1. project site control, including land acquisition;
2. permitting, zoning, and any other governmental approvals;
3. site development;
4. equipment procurement;
5. electric transmission interconnection studies requested and performed, and status and position number in Santee Cooper's and any third-party transmission provider's interconnection queues;
6. construction, including mobilization model (e.g., employees or subcontractors, credentials of any subcontractors, etc.) approach to providing oversight during construction; and
7. testing and commercial operation demonstration.

A project development schedule showing each of the major tasks listed above, and key sub-tasks, must be provided with a level of detail needed to allow evaluation of the reasonableness of Respondent's schedule during the evaluation.

Projected Project Energy Production

The following data and information are intended to be used to understand and confirm Respondent's projection of energy to be delivered to the electric transmission system from Respondent's proposed project.

Interval data (e.g., hourly data) shall be provided in an Excel Spreadsheet or CSV format, with a date and time referenced for each interval and with the time zone and treatment of daylight savings time clearly defined.

1. Please provide a projection of the proposed project output, as described below, for a period of at least one calendar year. (If data is provided for an initial year only, the amount of any degradation that is included in the initial year shall be clearly defined and additional information regarding any projected degradation over the proposed term of the PPA shall be provided.)
 - a. Site specific projected output data must be provided.
 - b. If equipment has been procured or selected, output data must be equipment specific.
 - c. Any energy that is to be supplied by the electric system should be depicted in the data provided (e.g., energy required for auxiliaries or inverter operation).
 - d. The projected output data shall include, or allow Santee Cooper to readily determine, at a minimum:
 - i. Hourly output for each hour of a full calendar year (i.e., 8760 hours of projected facility output representing full chronological weather events);

Form 3: Project Description and Data

- ii. Hourly delivered energy for a representative 24 hours in each month under peak output conditions;
 - iii. Hourly delivered energy for a representative 24 hours in each month under average output conditions; and
 - iv. Total delivered energy for each month.
 - e. Respondents shall provide a full description of the source and basis for determining the projected output data, including, at a minimum:
 - i. The name of the software model used to develop the projection;
 - ii. Site assumed, including both a general description and latitude and longitude;
 - iii. Meteorological data used (vendor and weather station);
 - iv. PV technology modeled;
 - v. PV module efficiency;
 - vi. Inverter technology modeled;
 - vii. Inverter efficiency;
 - viii. Tracking technology (including any unique operating approaches);
 - ix. Orientation (azimuth and tilt);
 - x. Ground coverage ratio;
 - xi. Maximum DC rating;
 - xii. Maximum AC rating; and
 - xiii. Average system losses (excluding electric transmission interconnection losses).
 - f. Respondents shall include a loss diagram for the total proposed facility that depicts losses by component starting with irradiance for the proposed site and continuing through the energy delivered to the transmission system. Quantified and reported values shall include, at a minimum, losses for: shading, soiling, irradiance losses, PV conversion, temperature, module miss-match, wiring losses, inverter losses, inverter nighttime consumption, auxiliaries, electric transformation losses. The provided information should indicate how differences in sizing for PV modules and inverters are accounted for in the loss computations.
2. If the project on which the Respondent's RFP Submittal is based is an existing facility, Respondents should also provide actual output data for the most recent five years (or since commercial operation of the project if less than five years). Data shall be provided on at least an integrated hourly basis, including all hours of each historical year provided. If data is available for smaller increments of time, please also provide (please indicate whether the data represents integrated or instantaneous readings).

Form 4: NDA Agreement

Should the Respondent request Santee Cooper and Central enter an NDA as a prerequisite to receiving an RFP Submittal, the attached NDA would be acceptable to Santee Cooper and Central.

Please direct questions regarding the terms of the proposed NDA to:

Fred Haddad

FredHaddad@nFrontConsulting.com

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (this "Agreement"), dated _____, 2020 is between the South Carolina Public Service Authority, a body corporate and politic organized pursuant to South Carolina statutes ("Santee Cooper"), located at 1 Riverwood Drive, Moncks Corner, SC 29461 and Central Electric Power Cooperative, Inc. ("Central"), located at 20 Cooperative Way, Columbia, SC 29210 (both collectively referred to herein as the "Receiving Parties") and _____ with offices at _____ ("Disclosing Party"), collectively referred to as (the "Parties").

BACKGROUND

STATEMENT

WHEREAS, Receiving Parties desire to receive Confidential Information and potentially have confidential discussions with Disclosing Party in connection with the Disclosing Parties' RFP Submittal in response to Santee Cooper's Request for Proposals for Solar Power dated June 4, 2020 ("RFP") and potentially the subsequent RFP Process pertaining to proposed transactions between the Parties ("Proposed Transactions").

WHEREAS, the Parties acknowledge that Receiving Parties will be receiving, reviewing, and analyzing information with respect to Proposed Transactions that is confidential, proprietary, or otherwise commercially sensitive and not publicly available.

WHEREAS, Receiving Parties and Disclosing Party have entered into this Agreement to establish terms and conditions applicable to the exchange of Confidential Information in connection with the Proposed Transactions.

AGREEMENT

1. "Confidential Information". For purposes of this agreement, the term "Confidential Information" means any and all non-public information that is furnished, before or after the date hereof, to Receiving Parties or their Representatives by Disclosing Party or otherwise that relates to or concerns Proposed Transactions or the Disclosing Party and its affiliates, and is designated as confidential by the Disclosing Party, including without limitation business plan information as it relates to future business, technical information, financial information and other information proprietary to Disclosing Party and provided to Receiving Parties in connection with the Proposed Transactions. Any such information furnished to Receiving Parties or their Representatives by a director, officer, employee, member, partner, lender, consultant, agent, or other representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. "Confidential Information" shall not include:

- (A) Information that Receiving Parties can demonstrate was rightfully in Receiving Parties' possession prior to the date of disclosure by Disclosing Party;

- (B) Information which, at the time of disclosure or later, is or will become published or otherwise available to the general public as part of the public domain through no act or failure to act on the part of Receiving Parties;
- (C) Information that becomes available to Receiving Parties on a non-confidential basis from third party, other than Disclosing Party or a representative of Disclosing Party, if such third party had a bona fide right to make such information available; or
- (D) Information that is independently developed by or on behalf of Receiving Parties without use of or reference to Confidential Information.

2. Non-disclosure of Confidential Information. Confidential Information will be kept strictly confidential by Receiving Parties. Confidential Information may, however, be disclosed by Receiving Parties to their directors, officers, members, employees, attorneys, consultants and financial advisors (collectively, "Representatives"), but only if such Representatives (i) need to know the Confidential Information in connection with Receiving Parties' evaluation of Proposed Transactions, and (ii) agree to be bound by the terms of this Agreement. Receiving Parties shall not disclose the Confidential Information to any person other than as expressly permitted by this Agreement and shall take measures that are no less stringent than Santee Cooper uses to protect its own confidential information in order to safeguard the Confidential Information from unauthorized disclosure. Receiving Parties shall use the Confidential Information solely for the purpose of evaluating Proposed Transactions and for no other purpose.

3. Disclosures Required by Court Order or Law. The Disclosing Party acknowledges that as a state agency Santee Cooper is subject to the South Carolina Freedom of Information Act. In the event Santee Cooper is obliged or receives a request to disclose Confidential Information as required by any statute or regulation, or under the terms of an order issued by a court of competent jurisdiction or by a governmental body or agency, or pursuant to an appropriate request for production of documents in any proceeding before a court of competent jurisdiction, Santee Cooper shall give written notice of same to Disclosing Party at least fifteen (15) days prior to the date of compliance with such request (unless Santee Cooper has less than fifteen (15) days within which to comply, in which case Santee Cooper shall give the Disclosing Party as much notice as is practicable under the circumstances) so that the Disclosing Party has an opportunity to seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If (in the absence of a waiver by the Disclosing Party) the Disclosing Party has not secured a protective order or other appropriate remedy despite attempting to do so, and Santee Cooper is nonetheless then legally obliged to disclose any Confidential Information, Santee Cooper may without liability hereunder, disclose only that portion of the Confidential Information which is necessarily subject to disclosure.

3. Ownership of Confidential Information. Confidential Information will remain the property of Disclosing Party.

5. Return of Materials. Upon request of the Disclosing Party, Receiving Parties shall: (a) promptly return to Disclosing Party or destroy the originals and any copies of tangible Confidential Information provided by Disclosing Party as Receiving Parties decides (acting in their respective sole discretion); (b) destroy documents and other materials produced from the

Confidential Information by Receiving Parties which contains Confidential Information belonging to the Disclosing Party; and (c) upon request, certify in writing to the Disclosing Party they have complied fully with the provisions of this Section 5, except that Receiving Parties may retain (i) one physical copy of such materials solely for archival, legal, compliance or regulatory purposes, and (ii) electronic copies in accordance with the Receiving Parties' customary electronic record retention and retrieval practices, provided that such copies are not accessible in the ordinary course of business of Receiving Parties or their Representatives. Any Confidential Information so retained shall remain subject to this Agreement without regard to Section 7 hereof.

6. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

7. Remedies. Because money damages may not be a sufficient remedy for a breach of this Agreement by Receiving Parties or their Representatives, Disclosing Party shall be entitled to seek specific performance and injunctive relief as remedies for any such breach or threatened breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Parties or any of their Representatives but will be in addition to all other remedies available to Disclosing Party at law or in equity.

8. Term. Except as otherwise provided in Section 4, this Agreement shall terminate on the date that is two (2) years from the date first written above.

9. Notice. Any notice required by this Agreement shall be in writing and shall be given either personally or by overnight or express mail courier. Notices shall be deemed sufficiently given if, and when, received by the party to be notified at its address listed below. Notices shall be addressed as follows:

To Disclosing Party: _____

To Receiving Parties: South Carolina Public Service Authority
One Riverwood Drive
Moncks Corner, South Carolina 29461

Central Electric Power Cooperative, Inc.
20 Cooperative Way
Columbia, SC 29210

10. No Assignment; Successors. Receiving Parties may not assign all or any part of this Agreement without Disclosing Party's prior written consent. This Agreement inures to the benefit

of the Parties hereto and their successors and permitted assigns and is binding on each other and each other's successors and permitted assigns.

11. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. EACH OF THE PARTIES HERETO AGREES THAT (A) ANY LEGAL ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED WITHIN SOUTH CAROLINA AND (B) ANY RIGHT OF THE UNDERSIGNED TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS WAIVED.

12. Entire Agreement; Headings. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed via email, facsimile, or by other duplication and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument, and each Parties' signature transmitted therein shall be binding as if it is an original signature of the party to be bound.

13. No Further Agreements. The Parties agree that neither is under an obligation to enter any further agreement with the other.

14. Savings Clause. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

15. Miscellaneous. Each signatory warrants that he is authorized to execute this Agreement on behalf of the party to be bound, and that there is no known legal reason that the party is prohibited from entering this Agreement.

16. Amendments. This Agreement may not be amended except by a written instrument executed on behalf of both parties hereto.

RFP 2020-1
for Solar Power
NDA Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DISCLOSING PARTY

RECEIVING PARTIES

SANTEE COOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CENTRAL

By: _____

Name: _____

Title: _____

Date: _____

Solar Procurement
Preliminary Timeline for Discussion
(500 MW, Target COD 2021 / 2022)

1	Coordination meeting with Central Review process/schedule and 2019 RFI results	15-May	15-May
2	Draft RFP and invitation list	18-May	26-May
3	Finalize RFP with all internal approvals	26-May	28-May
4	Send invitees RFP	28-May	29-May
5	Finalize RFP addendum with standard contract language	29-May	10-Jun
6	Send invitees RFP addendum (standard contract)	12-Jun	12-Jun
7	Responses Due	24-Jul	24-Jul
8	Evaluate RFP responses	24-Jul	11-Sep
9	Review preliminary results and next steps with Central	8-Sep	18-Sep
10	Begin negotiations, contract finalization & legal review	18-Sep	16-Nov

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 2
Request: 1.2

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate, and that to the extent Santee Cooper has taken any action necessary to deploy 500 megawatts of new solar generation, said action is allowable within the structure in the Santee Cooper Act 95 Reform Plan Appendix 8.2.4 and said action occurred subject to the consent of Central pursuant to the Coordination Agreement.

Signature of Officer: Charles B. Duckworth Digitally signed by Charles B. Duckworth
Date: 2020.06.30 18:50:54 -04'00'

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 3
Request: 1.3

Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to entering into operational efficiency and joint dispatch agreements with neighboring utilities for a period of up to one year, with annual renewals and reciprocal cancellation clauses thereafter.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the agreement(s)
- f. Copy of the agreement(s)
- g. If applicable, identify and describe any and all changes from the prior Review Period
- h. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 3
Request: 1.3

Date of action

May 18- 31, 2020

Description of Santee Cooper action

Santee Cooper worked collaboratively with Dominion Energy of South Carolina developing a Memorandum of Understanding (MOU) and Mutual Non-Disclosure Agreement (NDA) for the benefit of both entities and their customers.

Purpose of Santee Cooper action

To develop an agreement to cooperate and jointly analyze certain areas of operation and planning with the goal of achieving efficiencies and economies of scale to result in joint savings.

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Term of the agreement(s)

Terms of agreement(s) are developing.

Any changes from prior Review Period

Provided by:

Name	Charles B. Duckworth
Title	Deputy CEO and Chief Planning and Innovation Officer
Phone	843-761-4067
Email	cbduckwo@santecooper.com

Reference Documents

N/A

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 3
Request: 1.3

Please provide a detailed description of any and all action(s) taken by Santee Cooper during the Review Period related to entering into operational efficiency and joint dispatch agreements with neighboring utilities for a period of up to one year, with annual renewals and reciprocal cancellation clauses thereafter.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Term of the agreement(s)
- f. Copy of the agreement(s)
- g. If applicable, identify and describe any and all changes from the prior Review Period
- h. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 3
Request: 1.3

Date of action

May 18- 31, 2020

Description of Santee Cooper action

Santee Cooper worked collaboratively with Southern Power Company and Southern Company Services, Inc (collectively referred to as Southern) developing a Memorandum of Understanding (MOU) and Mutual Non-Disclosure Agreement (NDA) for the benefit of both entities and their customers.

Purpose of Santee Cooper action

To develop an agreement to cooperate and jointly analyze certain areas of operation and planning with the goal of achieving efficiencies and economies of scale to result in joint savings.

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Term of the agreement(s)

Terms of agreement(s) are developing.

Any changes from prior Review Period

Provided by:

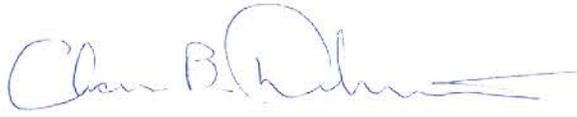
Name	Charles B. Duckworth
Title	Deputy CEO and Chief Planning and Innovation Officer
Phone	843-761-4067
Email	cbduckwo@santecooper.com

Reference Documents

N/A

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 3
Request: 1.3

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate and any and all operational efficiency and joint dispatch agreements with neighboring utilities into which Santee Cooper has entered during the Review Period do not exceed one year with annual renewals and reciprocal cancelation clauses thereafter.

Signature of Officer:  _____

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 4
Request: 1.4

Date of action

1/1/2020 – 5/31/2020

Description of Santee Cooper action

In March, we issued RFP to multiple coal vendors for coal supply in 2021-2024. We received 13 proposals and 4 were chosen for the short-list based on our analysis of the offers. On May 20th, the EEMC approved the recommendation to negotiate coal supply contracts with all 4 participants selected to the short-list. We are in the process of negotiating contracts with all 4 vendors.

Purpose of Santee Cooper action

Santee Cooper is negotiating coal supply contracts with 4 coal vendors for 2021-2024 in order to secure commodity pricing below the Reform Plan assumptions and maintain a diverse coal supply portfolio.

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Term of the agreement (Note: if length of term exceeds five years, provide documentation of approval by the Santee Cooper Oversight Committee)

Contracts are not finalized but term will be less than 5 years.

Savings realized as a result of the renegotiated or new agreement

Contract details have not been finalized but pricing will produce a savings compared to Reform Plan projections.

Any changes from prior Review Period

N/A

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 4
Request: 1.4

Provided by:

Name	Marty Watson
Title	Director, Supply & Trading
Phone	(843) 761-8000
Email	marty.watson@santeecooper.com

Reference Documents

1.4 jwatson May EEMC Meeting Documents CONFIDENTIAL.pdf <ul style="list-style-type: none">The May EEMC Meeting Documents are exempt from FOIA in their entirety pursuant to S.C. Code Ann. § 30-4-40(a)(1). Therefore, a redacted version has not been provided.
1.4 jwatson May EEMC Meeting Minutes Draft unredacted CONFIDENTIAL.pdf
1.4 jwatson May EEMC Meeting Minutes Draft_Redacted.pdf

EXECUTIVE ENERGY MANAGEMENT COMMITTEE

Meeting Minutes for May 20, 2020

The meeting commenced at 3:00 p.m.

- Members present:** Dom Maddalone (chair), Tommy Curtis, Charlie Duckworth (phone), Ken Lott, Mike Poston (phone), Pamela Williams (phone), and Marty Watson
- Members absent:**
- TEA present:** Mark Anderson, Desi Middleton, John Rizzo, Nelson Sanabria, Steve Schivley (all via phone)
- Others present:** Sean Ames, Mike Brown, Vicky Budreau, Michelle Bunch, Amber Daniels, Rahul Dembla, Shawan Gillians, Glenda Horne, Richard Kirkpatrick, Stony Martin, Matt McCants, Chad Salisbury, and Arnold Singleton

ROUTINE BUSINESS

- All members present who attended the April 21, 2020 meeting signed the meeting minutes.

NEW BUSINESS

Fuel Variance for April 2020:

- April 2020 overall system rate variance is 6.6% under budget.
 - Generation requirements were 14% less than projected, and demand was 10.5% below projections, due to mild weather and COVID-19.
 - Natural gas flexibility was limited due to operational flow orders (OFOs) on Transco.
 - Unit minimum requirements made it more economical to run the smaller Winyah units and bring in more purchased energy than projected.
 - Hydro/SEPA generation was better than projected.
 - Firm Wholesale System Rate (FWSR) was 5.7% under budget.
- Annual System Rate is 9.0% under budget; Firm Wholesale System Rate (FWSR) is 10.7% under budget.
 - Generation mix is diverse: 28% coal (46% budgeted), 28% Natural Gas (22% budgeted), 28% Purchase Power (19% budgeted)

TEA May 2020 Update:

- The May Update includes preliminary results for Jan-Apr, and May-Dec are forecasted using updated natural gas commodity prices and power market prices which show a slight increase over the last half of 2020 when compared to the previous month update.
- Updated pricing projections are increasing over the balance of the forecast and are above budget projections in the 4th quarter and power prices are above budget starting in September.
- TEA's latest projections for 2020 show fuel cost being under budget by [REDACTED] along with the system rate being [REDACTED]/MWh below budget [REDACTED]/MWh increase from previous month projections).
- System Cost projection has increased due to April actuals being above last month's projections.
- Natural gas and purchase power consumption is declining compared to previous projections due to increase in price projections.

Market Update:

- The current natural gas forward curve is showing prices trading around \$2.10 and \$2.66 in Bal20 and Cal21, which is a [REDACTED] decrease and [REDACTED] increase respectively for each of those years. After 2021, prices are below \$2.50 through 2029.
- Global pandemic and oil pricing have only impacted forward pricing through mid-2022 as pricing beyond that is relatively unchanged. The uncertainty has resulted in an elevated premium over the next couple years. Forward pricing will be dependent on how soon the oil market stabilizes and the return of associated natural gas.

Santee Cooper Highly Sensitive Material

- Natural gas pricing has become much more stable over the last 20 years.
- Natural gas production has dropped over the last two months and is now below the level we were at this time last year. Storage is currently above the 2018 levels, which was considered healthy, but not expecting the same ramp up that was experienced the last two years.
- LNG shipments are declining with 33 contracts already canceled for June. This equates to roughly 3 bcf/day that would get dumped back into US supply.
- Spot pricing for Europe and Asia have declined making it uneconomical to export to those markets. The variable costs to Europe is \$2.75 and to Asia is \$3.
- Current natural gas storage is at a comfortable level and projections indicate balances will remain healthy. If weekly injections remain strong, we could see storage reach max capacity around the end of the 2020.

Fuels Risk:

- New positions for Heating Oil:
 - Heating Oil Coverage - Bal2020 at 79%, 2021 at 58%, 2022 at 57%, 2023 at 58%, and 2024 at 5%
- Heating Oil & Natural Gas monthly update can be found on slide 26.
 - Heating Oil - █████ loss in May.
 - Natural Gas:
 - Actual burn volumes were █% below budget in April at █████ DT
 - All-in delivered gas cost in April was █████/MMBtu (█████ budgeted) with a station rate of █████/MWh (Budget █████/MWh); █████ over budget.
 - May 2020 has █████ of budget volumes covered at █████/MMBtu and █████ is left open to market, which is currently averaging █████/MMBtu. Any burns above the budget volume would also be at the market price.
- Natural Gas Risk Metrics are in line. The positions reduce our gas cost at risk by 90%.

Solid Fuel Update:

- Reviewed stockpile volume and value projections that have been updated with April 2020 actuals.
- Three coal procurement options were presented for 2021-2024:
 - Option 1 presents the most savings but greater risk due to the supplier's current financial status
 - Option 2 has less savings but greater security due to the supplier being more financially stable
 - Option 3 has slightly less savings than Option 1 but has better security due to supply diversity
- EEMC approval was requested for Option 3. The committee voted in favor of the recommendation and instructed the group to take the July Update projections into consideration as contracts are being negotiated to ensure we do not further exceed the procedural procurement limits.

Purchase Power Update:

- █████ MW purchased for June – █████ MW @ █████/MWh and █████ MW @ █████/MWh (█████/MWh budgeted). Delivered via the █████ interface and the █████ transmission will be used for █████ MW and █████ transmission used for the █████ MW.
- █████ MW purchased for Jul-Aug @ █████/MWh (█████/MWh budgeted) using █████ transmission.
- █████ MW purchased for Jul-Sep @ █████/MWh (█████/MWh budgeted) using █████ transmission.

Fuel Forecast Update:

- Updated committee on the proposed assumptions for the 2020 July Update.
- Requested approval from the EEMC to proceed with the July Update using the assumptions presented. The committee voted and approved the proposed assumptions.

Other:

- No other matters were discussed.

Meeting adjourned at 4:30 p.m.

<u>Member</u>	<u>Approved</u>	<u>Date</u>
Dom Maddalone (chair)	_____	_____
Tommy Curtis	_____	_____
Charlie Duckworth	_____	_____
Ken Lott	_____	_____
Mike Poston	_____	_____
Pamela Williams	_____	_____

Santee Cooper has redacted information containing (trade secrets and competitive information pursuant to S.C. Code Ann. Section 30-4-40(a)(1).

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ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate and that any and all coal supply, transportation and related agreements that Santee Cooper has renegotiated or into which Santee Cooper has entered produce savings and do not exceed five years or such longer period of time, as approved by the Santee Cooper Oversight Committee.

Signature of Officer: **Charles B. Duckworth** Digitally signed by Charles B. Duckworth
Date: 2020.06.30 18:47:53 -04'00'

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Date

1/1/20 – 5/31/20

Description of Santee Cooper action

Entered multiple heating oil hedge positions for the balance of 2020 through the end of 2024 (rate freeze period). While the RFI did not request information on heating oil hedges, this information is provided to give a full picture of our commodity hedge positions.

Purpose of Santee Cooper action

Secure heating oil pricing at or below the Reform Plan pricing assumptions. Santee Cooper hedges heating oil as a proxy for retail diesel, which is the basis for CSX’s fuel surcharge when transporting coal to Cross and Winyah.

Status of action:

<input type="checkbox"/>	On going
<input checked="" type="checkbox"/>	Completed

Term of the agreement (Note: if length of term exceeds five years, provide documentation of approval by the Santee Cooper Oversight Committee)

Multiple monthly and calendar year transactions were made for volumes through 2024.

Savings realized as a result of the renegotiated or new agreement

\$15.9 million

Any changes from prior Review Period

N/A

Provided by:

Name	Marty Watson
Title	Director, Supply & Trading
Phone	(843) 761-8000 ext. 7072
Email	marty.watson@santeecooper.com

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Time Period: May 18 – 31, 2020
PARAGRAPH 5
Request: 1.5

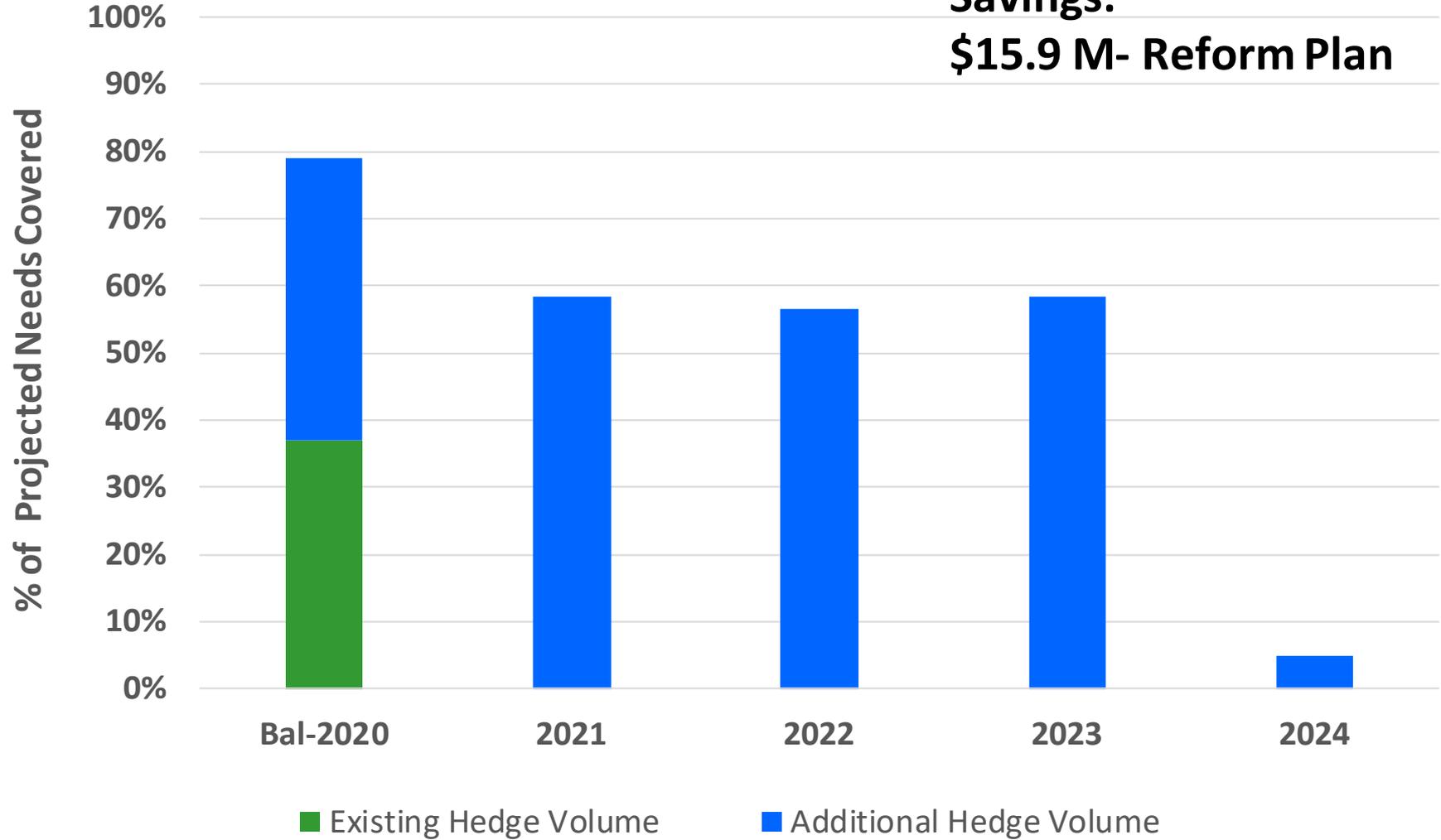
Reference Documents

1.5 jwatson heating oil coverage graph 1.5 jwatson heating oil open positions CONFIDENTIAL 1.5 jwatson heating oil open positions Redacted
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Heating Oil Coverage



**Savings:
\$15.9 M- Reform Plan**



Santee Cooper has redacted information pursuant to S.C. Code Ann. Section 30-4-40(a)(1) (competitive information and trade secrets).

DIR	STRATEGY	COMPANY_KEY	MONTH	COUNTERPARTY	DEAL_KEY	TRADE_DATE	BEGIN_DAY	END_DAY	COMMODITY	DEAL_TYPE	VOLUME	DELTA	VOLUME	PRICE	MARKET PRICE	MARKET VALUE	COMMISSION	OPT PREMIUM	COBType	PositionType	PUT_CALL	STRIKE PRICE	STRIKE_TYPEE	POINT	SOURCE	Notional_Extension	MARKET_VALUE_NO_PV	LIQUIDATED_VALUE	UDF	Trade Quantity
BUY	NonCash	NYMEX BH Forward	1/1/2022	JPMC	379274	4/20/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	11/1/2020	JPMC	379276	4/20/2020	6/1/2020	11/30/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	7/1/2020	ADMIS	112106	11/26/2018	1/1/2020	12/31/2020	Refined Products	Exchange Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	11/1/2021	CARGI	379273	4/20/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	12/1/2023	CARGI	379280	4/20/2020	5/1/2023	12/31/2023	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	5/1/2021	CARGI	367181	4/1/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	7/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	10/1/2022	JPMC	379274	4/20/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	8/1/2020	JPMC	113401	12/21/2018	1/1/2020	12/31/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	5/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	4/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	8/1/2020	JPMC	379276	4/20/2020	6/1/2020	11/30/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	3/1/2023	CARGI	379279	4/20/2020	1/1/2023	4/30/2023	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	4/1/2023	CARGI	379279	4/20/2020	1/1/2023	4/30/2023	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	12/1/2021	CARGI	379273	4/20/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	10/1/2023	CARGI	379280	4/20/2020	5/1/2023	12/31/2023	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	12/1/2020	CARGI	112295	11/28/2018	1/1/2020	12/31/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	4/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	6/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	2/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	9/1/2024	JPMC	379278	4/20/2020	1/1/2024	12/31/2024	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	10/1/2020	CARGI	113648	1/3/2019	1/1/2020	12/31/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	7/1/2021	CARGI	367181	4/1/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	4/1/2021	CARGI	379273	4/20/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	4/1/2022	JPMC	379274	4/20/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	6/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	8/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	5/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	11/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	2/1/2022	JPMC	379274	4/20/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	3/1/2024	JPMC	379278	4/20/2020	1/1/2024	12/31/2024	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	6/1/2024	JPMC	379278	4/20/2020	1/1/2024	12/31/2024	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	1/1/2023	CARGI	379279	4/20/2020	1/1/2023	4/30/2023	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	11/1/2021	CARGI	367181	4/1/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	5/1/2022	JPMC	379274	4/20/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	1/1/2024	JPMC	379278	4/20/2020	1/1/2024	12/31/2024	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	1/1/2022	CARGI	367182	4/1/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	7/1/2020	CARGI	113648	1/3/2019	1/1/2020	12/31/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	9/1/2020	ADMIS	112106	11/26/2018	1/1/2020	12/31/2020	Refined Products	Exchange Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	9/1/2020	CARGI	112295	11/28/2018	1/1/2020	12/31/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	3/1/2022	CARGI	368987	4/6/2020	1/1/2022	12/31/2022	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	2/1/2021	CARGI	379273	4/20/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	12/1/2020	ADMIS	112106	11/26/2018	1/1/2020	12/31/2020	Refined Products	Exchange Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	6/1/2021	CARGI	367181	4/1/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	8/1/2021	CARGI	367181	4/1/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	6/1/2021	CARGI	368986	4/6/2020	1/1/2021	12/31/2021	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	
BUY	NonCash	NYMEX BH Forward	9/1/2020	JPMC	379276	4/20/2020	6/1/2020	11/30/2020	Refined Products	OTC Swap										FINANCIAL				NY Harbor	6/1/202				5X Rail Contract	

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Time Period: May 18 – 31, 2020
PARAGRAPH 5
Request: 1.5

Date

1/1/20 – 5/31/20

Description of Santee Cooper action

In early 2020 entered multiple natural gas hedge positions for the balance of 2020 through the end of 2024 (rate freeze period). The information provided in the attachments includes baseline information outlining current hedge positions including the hedge positions entered in early 2020 as well as positions taken prior to the Reform Plan. Only one action was taken in the requested time period (5/27/2020) which was executing an intramonth financial hedge.

Purpose of Santee Cooper action

The purpose of the actions taken in early 2020 was to secure natural gas pricing at or below the Reform Plan pricing assumptions.

Status of action:

<input type="checkbox"/>	On going
<input checked="" type="checkbox"/>	Completed

Term of the agreement (Note: if length of term exceeds five years, provide documentation of approval by the Santee Cooper Oversight Committee)

Multiple monthly and calendar year transactions were made for volumes through 2024.

Savings realized as a result of the renegotiated or new agreement

\$12.1 million

Any changes from prior Review Period

N/A

Provided by:

Name	Marty Watson
Title	Director, Supply & Trading
Phone	(843) 761-8000 ext. 7072

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Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 5
Request: 1.5

Email	marty.watson@santeecooper.com
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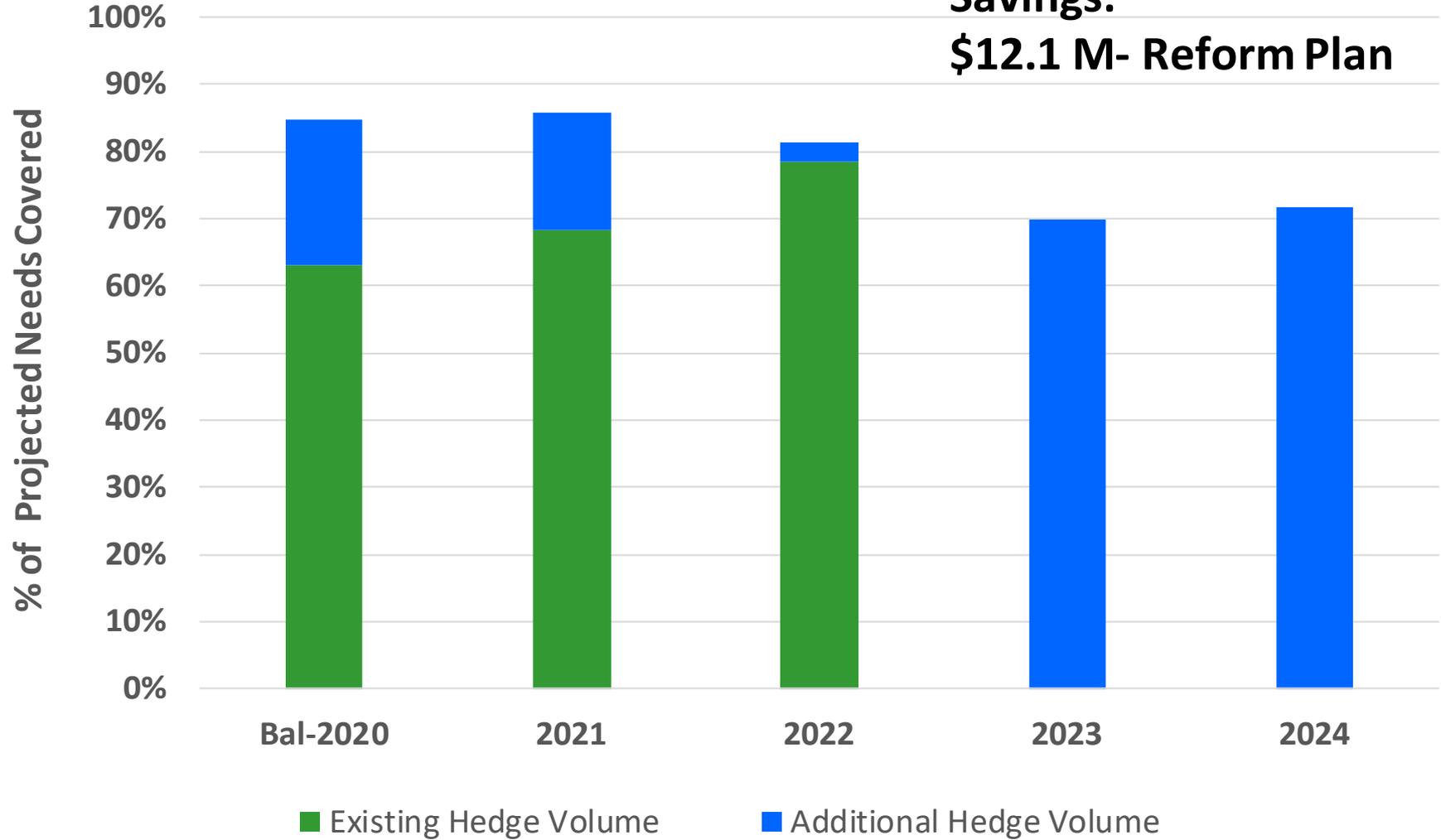
Reference Documents

1.5 jwatson natural gas coverage graph 1.5 jwatson natural gas open positions CONFIDENTIAL 1.5 jwatson natural gas open positions Redacted
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Natural Gas Coverage



**Savings:
\$12.1 M- Reform Plan**



Santee Cooper has redacted information pursuant to S.C. Code Ann. Section 30-4-40(a)(1) (competitive information and trade secrets).

DIR	STRATEGY	COMPANY_KEY	MONTH	COUNTERPARTY	DEAL_KEY	TRADE_DATE	BEGIN_DAY	END_DAY	COMMODITY	DEAL_TYPE	VOLUME	DELTA	VOLUME	PRICE	MARKET PRICE	MARKET VALUE	COMMISSION	OPT PREMIUM	COBType	PositionType	PUT_CALL	STRIKE PRICE	STRIKE_TYPEE	POINT	SOURCE	Notional Extension	MARKET VALUE NO BY	LIQUIDATED VALUE	UDF	Trade Quantity	
BUY	NonCash	NYMEX NG Forward	2/1/2021	JPMC	100580	10/30/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	2/1/2022	JRN	100551	8/25/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2022	WFB	100412	2/28/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2021	JRN	100581	10/30/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2022	JRN	100594	11/2/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	10/1/2022	JRN	100551	8/25/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	4/1/2022	JRN	100551	8/25/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2020	JRN	100596	11/6/2017	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	12/1/2021	JRN	100592	11/2/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	5/1/2022	JRN	100551	8/25/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	7/1/2022	JPMC	100527	7/19/2017	4/1/2022	10/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2020	ME	100598	11/7/2017	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	12/1/2022	JPMC	359359	3/17/2020	12/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	OPT NYMEX LN FS EUR PUT	5/1/2021	WFB	100191	1/5/2016	1/1/2021	12/31/2021	Natural Gas	OTC Option									ONTH	FINANCIAL	PUT			MONTH	Henry Hub-Fin	6/1/202					
BUY	NonCash	NYMEX NG Forward	8/1/2021	JRN	100550	8/25/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	OPT NYMEX LN FS EUR PUT	7/1/2020	WFB	100520	7/6/2017	4/1/2020	7/31/2020	Natural Gas	OTC Option										ONTH	FINANCIAL	PUT			MONTH	Henry Hub-Fin	6/1/202				
BUY	NonCash	NYMEX NG Forward	10/1/2021	ME	100528	7/19/2017	4/1/2021	10/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2022	JRN	100583	10/30/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	2/1/2022	JRN	100583	10/30/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	6/1/2023	ME	358801	3/16/2020	1/1/2023	12/31/2023	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	2/1/2022	JRN	100582	10/30/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2021	JRN	366586	3/31/2020	9/1/2021	9/30/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	OPT NYMEX LN FS EUR PUT	8/1/2021	WFB	100191	1/5/2016	1/1/2021	12/31/2021	Natural Gas	OTC Option										ONTH	FINANCIAL	PUT			MONTH	Henry Hub-Fin	6/1/202				
BUY	NonCash	NYMEX NG Forward	11/1/2020	JRN	100125	8/21/2015	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	12/1/2020	ME	180439	6/21/2019	12/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	5/1/2024	JRN	359343	3/17/2020	1/1/2024	12/31/2024	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2022	JRN	100594	11/2/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2020	JRN	100596	11/6/2017	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	1/1/2022	WFB	100412	2/28/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2020	JRN	100596	11/6/2017	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	6/1/2024	JRN	359343	3/17/2020	1/1/2024	12/31/2024	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	10/1/2021	JRN	100550	8/25/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2022	JRN	100583	10/30/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	10/1/2021	JPMC	198549	7/19/2019	10/1/2021	10/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	OPT NYMEX LN FS EUR PUT	3/1/2021	WFB	100191	1/5/2016	1/1/2021	12/31/2021	Natural Gas	OTC Option										ONTH	FINANCIAL	PUT			MONTH	Henry Hub-Fin	6/1/202				
BUY	NonCash	NYMEX NG Forward	3/1/2021	JRN	100550	8/25/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2020	JPMC	100167	10/29/2015	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	10/1/2021	WFB	100411	2/28/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2024	JRN	359343	3/17/2020	1/1/2024	12/31/2024	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2021	ME	100528	7/19/2017	4/1/2021	10/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	4/1/2021	JPMC	100580	10/30/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2020	JPMC	358818	3/16/2020	9/1/2020	9/30/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	2/1/2023	ME	358801	3/16/2020	1/1/2023	12/31/2023	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2020	JPMC	100167	10/29/2015	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	10/1/2020	JPMC	100167	10/29/2015	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	1/1/2022	JRN	100593	11/2/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	3/1/2022	JRN	100593	11/2/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2020	JRN	100125	8/21/2015	1/1/2020	12/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	8/1/2020	JPMC	179630	6/20/2019	8/1/2020	8/31/2020	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	12/1/2022	JRN	100551	8/25/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2021	CARGI	110129	10/5/2018	11/1/2021	11/30/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	1/1/2023	ME	358801	3/16/2020	1/1/2023	12/31/2023	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	11/1/2023	JRN	360462	3/19/2020	11/1/2023	11/30/2023	Natural Gas	OTC Swap										FINANCIAL				Henry Hub	6/1/202						
BUY	NonCash	NYMEX NG Forward	3/1/2021	JPMC	100580	10/30/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	9/1/2022	JRN	100593	11/2/2017	1/1/2022	12/31/2022	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	7/1/2021	JRN	100581	10/30/2017	1/1/2021	12/31/2021	Natural Gas	OTC Swap										FINANCIAL				Henry Hub-Fin	6/1/202						
BUY	NonCash	NYMEX NG Forward	5/1/2021	CARGI	112392	11/30/2018	5/1/2021	5/31/2021</																							

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 5
Request: 1.5

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate and that Santee Cooper has not entered into any natural gas hedging arrangements for a term in excess of five years, unless otherwise approved by the Santee Cooper Oversight Committee.

Signature of Officer: **Charles B. Duckworth** Digitally signed by Charles B. Duckworth
Date: 2020.07.01 14:00:52 -04'00'

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 6
Request: 1.6

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to conducting the planning, permitting, engineering and feasibility studies to develop natural gas transportation and power transmission to ensure a reliable power supply.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Copy of the studies
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
 Office of Regulatory Staff – Monthly Review of Santee Cooper
 Time Period: May 18 – 31, 2020
 PARAGRAPH 6
 Request: 1.6

Date	Description of Action	Purpose of Action	Status	Provided By
Various	Routine transmission planning activities associated with NERC TPL assessments, which use the reform plan resource assumptions, took place during the reporting period. These assessment activities span the majority of the year. There were no actions taken or assessments completed during the time period.	Transmission System Planning	In-progress	Chris Wagner
26-May	Meeting with Central to coordinate assumptions for new generation sites and gas and power transmission cost and time estimates for use in the joint resource planning. Assumptions to be finalized by mid July and resource plan to be updated by Oct 2020.	Coordination with Central	In-progress	Rahul Dembla

Provided by:

Name	Chris Wagner
Title	Director Transmission Planning
Phone	843-761-8000 x4947
Email	cmwagner@santecooper.com

Name	Rahul Dembla
Title	Senior Director, Resource and Financial Planning
Phone	917-822-7211
Email	Rahul.dembla@santecooper.com

Reference Documents

None

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 6
Request: 1.6

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate.

Signature of Officer: **Charles B. Duckworth** Digitally signed by Charles B. Duckworth
Date: 2020.06.30 18:49:40 -04'00'

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 7
Request: 1.7

Date of action

4/3/2020 through 5/31/2020

Description of Santee Cooper action

Solicited counterparties for pricing of purchase power supply during rate freeze in up to 200 MW blocks. No action has been taken towards entering agreements with the solicited counterparties.

Purpose of Santee Cooper action

To determine opportunities to hedge against purchase power assumptions, volume and rate, from Reform Plan

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Term of the power purchase agreement

2021-2024

Any changes from prior Review Period

N/A

Provided by:

Name	Marty Watson
Title	Director, Supply and Trading
Phone	843-761-8000
Email	marty.watson@santeecooper.com

Reference Documents

1.7 jmwatson May Purchase Power Summary CONFIDENTIAL.docx

- The May Purchase Power Summary is exempt from FOIA in its entirety pursuant to S.C. Code Ann. § 30-4-40(a)(1). Therefore, a redacted version has not been provided.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 7
Request: 1.7

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 7
Request: 1.7

ATTESTATION: For the Review Period I, Charles B. Duckworth, attest that the answers provided above are full and accurate and that Santee Cooper took no action prohibited by Act 135, which permits Santee Cooper to enter into purchase power arrangements needed for, and not in excess of, anticipated load for a term not to exceed the rate freeze period of the Cook Settlement and supportive thereof.

Signature of Officer: **Charles B. Duckworth** Digitally signed by Charles B. Duckworth
Date: 2020.07.01 13:58:44 -04'00'

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 8
Request: 1.8

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to defeasing debt, issuing or refunding debt under existing bond resolutions and agreements, and entering into financing arrangements consistent with existing bank facilities, all as necessary to manage day to day operations and financing needs, including converting variable rate debt to fixed rate debt.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Were the actions detailed above all taken as necessary to manage day-to-day operations and financing needs? Please explain.
- f. Did Santee Cooper refund existing debt? If yes, did the refund achieve present value savings or mitigate risk while also not extending the average life of the debt? Please explain.
- g. If existing debt is refunded, please provide the calculations and rationale that demonstrate the refund achieves present value savings or mitigates risk as required by Act 135.
- h. If existing debt is refunded, does it extend the average life of the debt? If yes, please identify how long is the extension and provide the calculation.
- i. If applicable, identify and describe any and all changes from the prior Review Period
- j. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 8
Request: 1.8

Date of action

May 18-31

Description of Santee Cooper action

Santee Cooper began initial discussions with bank facilities regarding renewing agreements and answered their questions. Significant work on this action, including Board Presentations, due diligence calls & presentations, and bid submissions will not start until June 2020.

Purpose of Santee Cooper action

The purpose of this action was to begin renewing bank facility agreements because 3 of the 4 agreements are expiring this year.

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Were the actions detailed all taken as necessary to manage day-to-day operations and financing needs? Please explain.

Yes, Santee Cooper relies on this bank facility capacity for day to day operations related to financing needs.

Did Santee Cooper refund existing debt? If yes, did the refund achieve present value savings or mitigate risk while also not extending the average life of the debt? Please explain and provide calculations and rationale that demonstrates this.

No

If existing debt is refunded and extends the average life of the debt, identify how long the extension is and provide the calculation.

Provided by:

Name	Suzanne Ritter
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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 8
Request: 1.8

Title	Treasurer
Phone	843-761-8000 ext 4071
Email	shritter@santeecooper.com

Reference Documents

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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 8
Request: 1.8

ATTESTATION: For the Review Period I, Ken W. Lott attest that the answers provided above are full and accurate and that all steps taken by Santee Cooper to defease debt, issue or refund debt under existing bond resolutions and agreements, and enter into financing arrangements consistent with existing bank facilities, were done only as necessary to manage day-to-day operations and financing needs, including converting variable rate debt to fixed rate debt. I, Ken W. Lott, further attest that, to the extent Santee Cooper has refunded debt, it has done so only to achieve present value savings or mitigate risk and did not extend the average life of the debt.

Signature of Officer:  _____

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 9
Request: 1.9

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to resolving outstanding lawsuits and claims.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. If applicable, identify and describe any and all changes from the prior Review Period.
- f. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 9
Request: 1.9

Date of action

Various

Description of Santee Cooper action

Discussions with opposing party's representatives

Purpose of Santee Cooper action

Settlement of claim

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Any changes from prior Review Period

N/A

Provided by:

Name	B. Shawan Gillians
Title	Director, Legal Services & Corporate Secretary
Phone	843.761.7004
Email	shawan.gillians@santecooper.com

Narrative

During this period the Authority engaged in discussions with counsel for former employee J. Michael Baxley on the potential settlement of claims related to his separation from the company.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 9
Request: 1.9

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to resolving outstanding lawsuits and claims.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. If applicable, identify and describe any and all changes from the prior Review Period.
- f. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 9
Request: 1.9

Date of action

Various

Description of Santee Cooper action

Discussions with opposing party's representatives

Purpose of Santee Cooper action

Finalization of settlement

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Any changes from prior Review Period

N/A

Provided by:

Name	B. Shawan Gillians
Title	Director, Legal Services & Corporate Secretary
Phone	843.761.7004
Email	shawan.gillians@santecooper.com

Narrative

The Authority continues discussions with Westinghouse Electric Company, LLC (WEC) to finalize documentation of settlement reached in principle between the parties on January 27, 2020.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 9
Request: 1.9

ATTESTATION: For the Review Period I, Pamela J. Williams, attest that the information given in response to the above questions is full and accurate.

Digitally signed by Pamela J. Williams
Date: 2020.06.30 14:23:17 -04'00' 

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to taking whatever steps are prudent and consistent with good utility practice to address the impact of the COVID 19 pandemic.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Please explain how these actions were prudent and consistent with good utility practice.
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Date of action

May 2020

Description of Santee Cooper action

Santee Cooper's pandemic response is managed by the Corporate Incident Management Team (CIMT). This team is led by Incident Commanders and made up of representatives from departments throughout the company. CIMT was activated March 16 to manage the pandemic and implement the pandemic response plan. CIMT meets weekly and copies of the minutes during this reporting period are included (see referenced docs below).

Actions implemented thus far for pandemic response include the following:

- Developed and implemented a wellness check procedure for all critical areas (plants, control rooms, etc). This includes wellness questionnaires and body temperature checks to everyone entering these facilities.
- Developed and implemented plans for social distancing: work-from home options, staggered shifts and team shifts to limit exposure. These plans include:
 - o At field crew service center locations where multiple crews report, shift start times have been staggered to ensure that only one crew is at the service center at a time.
 - o Some field crews are reporting directly from home to the job site to limit exposure.
 - o Primary and standby control centers along with team shifts are being utilized to limit exposure between employees.
 - o A significant portion of the Customer Call Center is telecommuting to limit exposure between call center employees.
 - o Team shifts are being utilized at generation facilities where appropriate to limit exposures.
- Occupational Health staff monitors employees that have been exposed or potentially exposed to COVID-19. This monitoring includes requiring quarantines until employee is tested or enough time has passed, typically 14 days. It also includes contact tracing for employees that have tested positive for COVID-19.
- Developed and implemented a program to monitor employee travel in case quarantine is needed before returning to work
- Developed and implemented deep cleaning and sanitizing process for any area potentially contaminated
- Established a relationship with medical facilities to test employees potentially exposed. We have sent employees here to be tested as needed.
- Developed a phased re-entry plan for returning employees to normal schedules and working in the office based on metrics
- Identified and corrected facilities updates to allow better separation for employees working on-site, for example, adding plexi-glass at Security desk and Retail office customer service areas.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
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PARAGRAPH 10
Request: 1.10

- | |
|---|
| <ul style="list-style-type: none">- Researched and monitored COVID-19 testing.- Suspended electrical service disconnections for non-pay on March 13, 2020. |
|---|

Purpose of Santee Cooper action

To manage pandemic impact at Santee Cooper
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Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Explain how these actions were prudent and consistent with good utility practice

Santee Cooper closely follows CDC, DHEC and SCEMD guidelines and directives. Additionally, Santee Cooper participates in numerous conference calls and information exchanges with other utilities and implements best practices based on that information.
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Any changes from prior Review Period

n/a

Provided by:

Name	Michelle VanAllen
Title	Manager Records Management/CIMT Incident Commander
Phone	843-761-8000 x5340
Email	Michelle.vanallen@santecooper.com

Reference Documents

1.10 msvanall 20200519 CIMT meeting minutes.doc 1.10 msvanall 20200526 CIMT meeting minutes.doc
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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to taking whatever steps are prudent and consistent with good utility practice to address the impact of the COVID 19 pandemic.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Please explain how these actions were prudent and consistent with good utility practice.
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Date of action

May 18, 2020

Description of Santee Cooper action

Decided to not open Overton Beach for the summer. Overton Beach is a recreational facility on the lake. It is typically open from Memorial Day thru August each year. Due to COVID-19 concerns and less availability of lifeguards it will remain closed this summer.

Purpose of Santee Cooper action

COVID-19 precaution

Status of action:

<input type="checkbox"/>	On going
<input checked="" type="checkbox"/>	Completed

Explain how these actions were prudent and consistent with good utility practice

This action is consistent with the practice of safeguarding our employees and utilizing them in critical areas.

Any changes from prior Review Period

none

Provided by:

Name	Michelle VanAllen
Title	Manager Records Management/CIMT Incident Commander
Phone	843-761-8000 x5340
Email	Michelle.vanallen@santecooper.com

Reference Documents

1.10 mrgore Press Release OVT

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to taking whatever steps are prudent and consistent with good utility practice to address the impact of the COVID 19 pandemic.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Please explain how these actions were prudent and consistent with good utility practice.
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Date of action

May 18, 2020

Description of Santee Cooper action

Entered Phase 1 of the Deceleration Plan (Re-entry Plan) for COVID-19. Phase 1 recognizes that as the state opens up more businesses, people are out more and exposure risks are high. Phase 1 allows a gradual return of the workforce to normal schedules, but with strict guidelines.

Purpose of Santee Cooper action

To prepare for larger numbers of employees to return to the office and to protect employees that are working in critical areas or in the offices.

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Explain how these actions were prudent and consistent with good utility practice

At the time of the Phase 1 declaration South Carolina COVID metrics were steady. The strict guidelines are based on best utility practices as well as guidelines from SCEMD, DHEC and CDC.

Any changes from prior Review Period

Implementation of Phase

Provided by:

Name	Michelle VanAllen
Title	Manager Records Management/CIMT Incident Commander
Phone	843-761-8000 x5340
Email	Michelle.vanallen@santecooper.com

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Reference Documents

1.10 msvanall Phase Poster 1.10 msvanall Deceleration Plan

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to taking whatever steps are prudent and consistent with good utility practice to address the impact of the COVID 19 pandemic.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. Please explain how these actions were prudent and consistent with good utility practice.
- f. If applicable, identify and describe any and all changes from the prior Review Period
- g. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
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PARAGRAPH 10
Request: 1.10

Date of action

May 18, 2020

Description of Santee Cooper action

Implemented re-entry pilot:
A small group of employees that were working from home were returned to a normal schedule as a pilot group for the re-entry plan.

Purpose of Santee Cooper action

To test possibility of returning employees to the office

Status of action:

<input type="checkbox"/>	On going
<input checked="" type="checkbox"/>	Completed

Explain how these actions were prudent and consistent with good utility practice

At the time of the pilot implementation South Carolina COVID metrics were steady. The pilot group determined that working in the office could be more productive.

Any changes from prior Review Period

New process

Provided by:

Name	Michelle VanAllen
Title	Manager Records Management/CIMT Incident Commander
Phone	843-761-8000 x5340
Email	Michelle.vanallen@santecooper.com

Reference Documents

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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

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NEWS RELEASE

May 22, 2020

Media Contact: Tracy Vreeland
Santee Cooper
843-291-4166
tracy.vreeland@santeecooper.com

Overton Beach Park Closed Until Further Notice

MONCKS CORNER, S.C. – Due to ongoing concerns about COVID-19, Santee Cooper’s Overton Beach Park will be closed until further notice. The park is small and does not allow for effective social distancing under current guidelines.

Overton Beach Park is on the banks of Lake Moultrie and traditionally opens Memorial Day weekend for activities like picnicking, swimming and sunning on the beach. It is one of two public parks managed by Santee Cooper. [Old Santee Canal Park](#) trails are open, but the Interpretive Center and other facilities remain closed.

Santee Cooper is South Carolina’s largest power provider, largest Green Power generator and the ultimate source of electricity for 2 million people across the state. Through its low-cost, reliable and environmentally responsible electricity and water services, and through innovative partnerships and initiatives that attract and retain industry and jobs, Santee Cooper powers South Carolina. To learn more, visit www.santeecooper.com and follow #PoweringSC on social media.

###

CIMT Committee Meeting Meeting Minutes

Meeting Date: 5/19/2020
Meeting Time: 2 PM
Meeting Location: Teleconference/Oak Room
Project/Task: 123904/Pandemic Response

Attendees- CIMT: ✓ Attended in person * Attended via conference phone

* Brian Holmes	✓	Michelle VanAllen	* Marty Watson	* Mollie Gore	* Bryan Lewis
David Kizer	*	Shane Clancy	* Tami Barnette	✓ Clark Whetstone	* Darby Gallagher
* Adam Taylor		Greg Turbeville	* Brian Lynch	* Byron Rodgers	* Shanda Phillips
* Julie Jordan	*	Ricky Winter	* Shea McMakin	* Jason Fugate	* Loraine Dennis

Other Attendees:

* Benjamin Miller	*	Mike Poston	* Jane Hood	* Monique Washington	* Neil James
* Vicky Budreau	*	Tracy Vreeland	* Tommy Curtis	* Rebecca Roser	* Will Stevick
* Nicole Aiello	*	Victor Williams			

Discussion Items

Leader: Michelle **Recorder:** Benjamin

CIMT: CIMT quarterly meeting in June has been canceled. SCEMD reporting 8,942 cases. There are 597 new cases since Friday. The seven day average is 164 new cases a day. There were 126 new cases yesterday. They had tested 29,000 tests in the past 4 days. The positive rate in May so far is 3.3%. Posters have been distributed to all areas and should be hung up by now about the deceleration plan. Do we need another iNote to employees about the plan? No. Working on pilot groups of departments having employees returning to the office.

Logistics: No new updates.

HR: No new updates. One call a week is fine unless things change.

OH: 12 individuals are currently on quarantine list. We have 25 travel requests so far. Please remind employees to use the travel form. I like Tuesday for calls.

Supply Chain: No new updates. One phone call on Tuesday or Wednesday is fine. A lot of material from the warehouse for COVID is not being charged to the correct project and task. iNote coming out about this.

Accounting: No new updates. Reimbursement for Hurricane Dorian was approved Monday. The amount was \$5.7 million and we will get 70% of that, which is \$4.3 million. We are meeting with FEMA on Thursday on the tornado. The claim will be process quickly, so have all your documents in. There are 2,000 lines of materials that are not being charged to the COVID project and task. No have calls on Thursday afternoon.

Generation: No new updates. One phone call a week is fine.

Technology Services: No new updates. Continuing telework only onsite for specific projects. One phone call a week is fine. We will update the employee status app to include summer students on June 1st.

Corp Com: No new updates. One phone call a week is fine. Prefer that it not be on Wednesday.

Facilities: No new updates.

Water Plants: No new updates. One call a week is fine. Prefer afternoons than mornings.

Transportation: No new updates. Will return to full staffing on Tuesday.

CIMT Committee Meeting Meeting Minutes

Meeting Date: 5/26/2020
Meeting Time: 2 PM
Meeting Location: Teleconference/Oak Room
Project/Task: 123904/Pandemic Response

Attendees- CIMT: ✓ Attended in person * Attended via conference phone

* Brian Holmes	✓	Michelle VanAllen		Marty Watson	*	Mollie Gore	*	Bryan Lewis
David Kizer	*	Shane Clancy	*	Tami Barnette	✓	Clark Whetstone	*	Darby Gallagher
Adam Taylor	*	Greg Turbeville		Brian Lynch	*	Byron Rodgers	*	Shanda Phillips
* Julie Jordan	*	Ricky Winter	*	Shea McMakin	✓	Jason Fugate	*	Loraine Dennis

Other Attendees:

* Adrienne Driggers	*	Darrell Wadford	*	Jennifer Wadford	*	Mike Poston	*	Tommy Curtis
* Vicky Budreau	*	Tracey Vreeland	*	Rebecca Roser				

Discussion Items

Leader: Michelle **Recorder:** Adrienne

CIMT: SCEMD reporting 10,416 cases in SC and 440 deaths. There were 10,178 cases this morning, so number of cases has increased significantly today. The last three-week averages are 176, 164 and 147 respectively. Expected to have 110,000 tests performed by the end of May, currently have 109,000 done. The percent positive rate is 3.6%. Notes are up to date on CIMT iPort page. Reminder to update employee status app or report to CIMT. Still looking for areas to pilot return to work. Team has been put together of members of CIMT to define triggers for moving to next stage of plan. Plan is linked on COVID-19 iPort page. If someone cannot work from home, they may be able to work somewhere else. Give this information for your area during roundtable. Continue looking at hurricane plans and how they may be impacted by COVID-19.

Logistics: Developing contingencies that a hurricane would cause (thinking about hotel accommodations, etc.).

HR: No new updates. No available employees, no employees needed.

OH: No new updates. Continuing to monitor current quarantine list of 14, with no new additions list should be down to 7 by next week.

Supply Chain: No new updates. No available employees, no employees needed.

Accounting: No new updates. No available employees, no employees needed. If your area needs reminders for FEMA during a hurricane, they can provide information to your group. Tami offered web-based training done by Learning and Development, Shanda will contact to develop.

Generation: No new updates. No available employees, no employees needed.

Technology Services: No new updates. No available employees, no employees needed.

Corp Com: No new updates. No available employees, no employees needed. Looking at hurricane plan.

Facilities: No new updates.

Water Plants: No new updates. No available employees, no employees needed.

Transportation: No new updates. No available employees, no employees needed. Dramatic reduction in number of fleets being used but does appear employees are using hand wipes and sanitizer when used.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

This plan will be periodically reviewed. Restrictions and guidelines may change or be updated at any time as conditions, government restrictions and the pandemic conditions change.

According to the CDC, there are six pandemic intervals: Investigation, Recognition, Initiation, Acceleration, Deceleration, and Preparation. While the United States is still in the acceleration phase (as of April 30, 2020), we are planning for the next interval, deceleration. Deceleration is when the virus is at a point of consistently decreasing. The economy, businesses and people begin transition to normal functions during this phase. The CDC will provide guidance as to when the country will enter this phase. This is a tentative plan for the company during the deceleration interval, which is subject to change as the situation and guidance evolves.

Deceleration is divided into three phases, listed below. CIMT will monitor guidance from state and federal authorities. Updates on Santee Cooper's plans will be provided via iNote as well as published on the COVID-19 iPort and external website.

- Phase 1 – State lifts some restrictions, opening more businesses and public facilities. Santee Cooper will gradually return some employees to normal work schedules and operate with strict restrictions and guidelines.
- Phase 2 – Santee Cooper will return most employees to normal work schedules and operate with some restrictions and guidelines. Phase 2 will be triggered by:
 1. The state of SC has entered Phase 2, and
 2. A downward trajectory of the average new DHEC cases for a 14-day period
 - Using a rolling seven-day average, a consistent downward trend each day; no upticks; and/or
 - Using a rolling three-day average, a downward trend with the following allowances:
 - No more than three upticks. (less than 5% of previous day)
 - Each uptick must be followed by a decline back below the previous level, or must show a decrease in % positive while elevated; and/or
 - Using daily % positive data, a downward trend with the same provisions of b(1) and first half of b(2); AND
 - A transmission rate of less than 1.0 as calculated by rt.live
 3. No wave of possible positive cases at Santee Cooper defined by a downward trend in the quarantine list over the same 14-day period. Consideration may be given to any positive cases at Santee Cooper depending on the specific circumstances.

Phasing Back to Normalcy

Deceleration Plan

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- Phase 3 – No government restrictions in place.

The safety of our employees is top priority. Safety will provide resources as employees transition through deceleration. Employees may be more distracted than normal, out of their routines, and could have more stress. The goal is to minimize the stress and keep employees focused on safety, health, and well-being by identifying and mitigating hazards. As the situation evolves, so will the plan. Please stay aware and up to date.

During deceleration, employees are expected to report to work, work from home, or work other schedules as determined by their supervisor. Employees considered high risk for COVID-19 as defined by the CDC should make work arrangements with supervisors. If necessary, supervisors will coordinate with Occupational Health. Discuss any high risk concerns you have with your supervisor. The CDC currently (as of 4/30/2020) defines high risk as people:

- 65 years and older
- who live in nursing homes or long-term care facilities
- with chronic lung disease or moderate to severe asthma
- who have serious heart conditions
- who are immunocompromised
- with severe obesity (BMI of 40 or more)
- with diabetes
- with chronic kidney disease undergoing dialysis
- with liver disease

During deceleration, Santee Cooper will begin to transition employees to normal schedules, back to the office and/or to normal functions. That transition will be a phased approach. Precautions will be implemented during the phase as laid out below.

Company Procedures During Deceleration Phases

Phasing Back to Normalcy

Deceleration Plan

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PHASE 1

Work Schedules

Work schedules, work from home, staggered shifts, work teams, etc. are determined by supervisors and management of individual departments. However, during Phase 1 the percentage of employees working in the office will be limited.

Social Distancing

Social distancing should be practiced at all times (including but not limited to elevators, restrooms, lobbies, halls, breakrooms, canteens, etc.). Employees should be at least six feet apart and should not congregate. Elevators are limited to one or two riders per car and employees should distance themselves as much as possible. Some high traffic areas and stairwells will be marked one-way, and those directions should be followed. Employees should avoid congregating in outside areas such as picnic areas, smoking areas, and parking lots.

Wellness Checks

Employees should not report to any company facility if they have a fever or other symptoms of COVID-19, such as:

- Fever/Chills
- Sore Throat
- Shortness of Breath
- Dry Cough
- Nausea / Diarrhea
- Conjunctivitis – pinkeye
- Loss of taste or sense of smell.
- Flu-like symptoms

Employees and others reporting to ECC, DCC, Water Plants, Call Center, and all generating stations will be screened upon arrival for fever and asked questions regarding wellness. Employees and others

Phasing Back to Normalcy

Deceleration Plan

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reporting to any company facility may be screened upon arrival for fever and asked questions regarding wellness. These screenings will be conducted in a manner designed to reasonably protect employee privacy. Results indicating potential illness will be addressed by Occupational Health in accordance with state or federal guidelines.

Facial Coverings

There are various types of facial coverings, including cloth, disposable paper, surgical masks, and N-95. N-95 masks provide one of the highest degrees of protection from particles and are required PPE for certain jobs or in certain situations. Other face coverings (like cloth coverings or surgical masks) are **not** substitutes for N-95 and are not PPE. If you have been instructed to use PPE or are engaging in activities that require PPE, appropriate PPE should be used. If facial coverings create other safety hazards, contact Occupational Safety or Supervision before using them.

Wearing facial coverings is strongly encouraged when working at the company's facilities or riding in the company's equipment with other employees. Facial coverings do not need to be worn when working alone in an individual office/cubicle or riding alone in a fleet/equipment. If an employee is using common areas, operating shared equipment, or otherwise within 10 feet of others, facial coverings are strongly recommended. Examples of when cloth facial coverings should be used are:

- In common areas
- Working outside of their office/cubicle
- Walking through the facilities
- Attending meetings
- Visiting another employee or having a visitor to your office/cubicle
- Interacting with others (including visitors, vendors, or customers)
- Using copiers/printers
- Riding in a fleet with another person
- Working in a space that does not allow proper social distancing

In-Person Meetings

The use of conference calls and WebEx is encouraged to avoid gathering groups of employees. However, if in person meetings are necessary, all social distancing guidelines should be practiced.

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Only schedule in-person meetings when necessary. Signage will be provided on each conference room door indicating the maximum occupancy for that room. The maximum occupancy will also be posted on the COVID-19 page of iPort. In person meetings must be scheduled in the appropriate room to accommodate the group size.

Visitors and Vendors

WebEx, emails, conference calls, and other technology should be utilized to avoid or minimize in-person interactions.

Visitors and vendors will not be allowed at Santee Cooper facilities unless they are providing essential services. They are strongly encouraged to wear facial coverings and should practice social distancing while on site.

Mail Delivery

Mail delivery is limited. Areas not receiving mail delivery should designate one person to pick up mail from the mailroom. The limited mail schedule is outlined below.

For MC Campus deliveries go to mail codes ECC, WH, TS and all 2nd floor and 6th floor main building. All other mail codes on MC Campus should pick up mail at the mailroom.

MB deliveries will remain normal.

For Outlying areas deliveries go to mail codes RWS, LM2, CGS, OVT, LM2 and JGS. SOM and WAM should pick up mail at the mailroom.

Travel

Work related travel requires C-Staff approval. Employees that travel out of South Carolina (business or personal) could potentially be quarantined, isolated at work, subject to extra restrictions, etc.

Employees should contact Occupational Health before traveling by emailing

OHTravel@santeecooper.com. Occupational Health will provide a plan for your return to work no sooner than 5 days before your travel date. However, the plan may change after it is provided, so employees must contact OH upon their return and before coming back to a Santee Cooper facility.

Occupational Health is keeping up with current guidance and can instruct employees in accordance the current guidance, provided by DHEC and CDC, in place when a traveling employee returns.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

Cleaning Procedures

Cleaning crews will clean common areas and restrooms twice per day Monday thru Friday. Employees should wipe down surfaces they touch after each use. This includes computers, copiers, office equipment, etc. Sanitizing supplies are available through the warehouse for this purpose and can be ordered by Floor Coordinators.

Breakrooms

Employees should wash hands or use hand sanitizer before and after using or touching any shared appliance or equipment (including microwaves, refrigerators, etc.) and wipe down all surfaces touched after each use with sanitizing supplies provided in the breakroom. Employees should not congregate in breakrooms and practice social distancing when others are present.

Fleets

No passengers in any fleet unless approved by Management.

If more than one person is in a fleet, facial coverings are strongly recommended. The driver of any shared fleet is responsible for sanitizing all surfaces possibly touched, including door handles, switches, steering wheel, controls, consoles, gear handle, etc. Sanitizing supplies will be provided in each pool fleet. Floor coordinators can acquire sanitizing supplies from the warehouse for departmental fleets.

Training

Learning & Development may provide training as well as useful resources as the situation evolves. For example, WebEx training and teambuilding for virtual teams is available now. To request training or for a list of available courses, please contact Learning & Development, ext. 3034.

During Phase 1, there will be no in-person training.

Interviews

All interviews will be remote.

New Employee Onboarding

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

New employees will report as directed by the hiring supervisor. On-boarding will be conducted remotely and coordinated by Human Resources and Learning & Development.

Retail Offices - Lobbies

Customer access to in-person service will be made available in the retail office lobbies while strict social distancing and protective measures are in place. Other channels such as; online banking, bank partners, draft billing and over the phone assistance will be promoted to encourage customers to take advantage of these while avoiding face to face transactions when possible.

OSCP

OSCP open for walkers only. All facilities remain closed and will be opened gradually. Continue staggered employee shifts.

Somerset:

Boat ramps open, open to walkers. Fifty percent of campsites open. Facilities closed and will be gradually opened. Closed areas include:

- Comfort Stations (showers and restrooms)
- Cabins
- Recreational Building
- Playground
- Tennis Courts
- Picnic Shelters
- Swim Area

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

PHASE 2

Social Distancing

Social distancing should continue to be practiced at all times (including, but not limited to, in elevators, restrooms, lobbies, halls, breakrooms, canteens, etc.). Employees should limit gatherings to five people and social distance, including at outside areas.

Wellness Checks

Phase 1 & Phase 2: Employees and others reporting to ECC, DCC, Water Plants, Call Center, and all generating stations will be screened upon arrival for fever and asked questions regarding wellness. Employees and others reporting to any company facility may be screened upon arrival for fever and asked questions regarding wellness. These screenings will be conducted in a manner designed to reasonably protect employee privacy. Results indicating potential illness will be addressed by Occupational Health in accordance with state or federal guidelines.

Facial Coverings

There are various types of facial coverings, including cloth, disposable paper, surgical masks, and N-95. N-95 masks provide one of the highest degrees of protection from particles and are required PPE for certain jobs or in certain situations. Other face coverings (like cloth coverings or surgical masks) are **not** substitutes for N-95 and are not PPE. If you have been instructed to use PPE or are engaging in activities that require PPE, appropriate PPE should be used. If facial coverings create other safety hazards, contact Occupational Safety or Supervision before using them.

Facial coverings are recommended except when alone in offices or fleets.

In-Person Meetings

The use of conference calls and WebEx is encouraged to avoid gathering groups of employees. In-person meetings should be used only when necessary. Practice social distancing.

Visitors and Vendors

WebEx, emails, conference calls, and other technology should be utilized to avoid or minimize in-person interactions.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

Visitors and vendors will not be allowed at Santee Cooper facilities unless they are providing essential services.

Mail Delivery

Mail delivery will return to normal.

Travel

Work related travel requires C-Staff approval.

Cleaning Procedures

Employees should wipe down surfaces they touch after each use. This includes computers, copiers, office equipment, etc. Sanitizing supplies are available through the warehouse for this purpose and can be ordered by Floor Coordinators.

Breakrooms

Employees should wash hands or use hand sanitizer before and after using or touching any shared appliance or equipment (including microwaves, refrigerators, etc.) and wipe down all surfaces touched after each use with sanitizing supplies provided in the breakroom. Employees should practice social distancing when others are present.

Fleets

The driver of any shared fleet is responsible for sanitizing all surfaces possibly touched, including door handles, switches, steering wheel, controls, consoles, gear handle, etc. Sanitizing supplies will be provided in each pool fleet. Floor coordinators can acquire sanitizing supplies from the warehouse for departmental fleets.

*Shared fleets are fleets that are used by more than one person, such as departmental fleets or pool fleets.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

Training

The only in-person training classes during this phase will be Mandated classes which are required to be in-person. Any classes which cannot be offered remotely or online will be conducted in a manner to adhere to social distancing guidelines.

Interviews

All interviews will be remote.

New Employee Onboarding

New employees will report as directed by the hiring supervisor. On-boarding will be coordinated by Human Resources and Learning & Development.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

PHASE 3

Social Distancing

Normal operations.

Wellness Checks

No wellness screenings. However, employees with symptoms should not come to work. Employees that stayed at home due to symptoms or exposure should contact Occupational Health before returning to work.

Facial Coverings

Facial coverings are optional.

In-Person Meetings

Normal operations.

Visitors and Vendors

Normal operations.

Mail Delivery

Normal operations.

Travel

No quarantine required except for travel to areas designated by local, state, or federal authorities.

Cleaning Procedures

Normal operations, but employees are encouraged to wipe down surfaces they touch after use.

Breakrooms

Normal operations.

Phasing Back to Normalcy

Deceleration Plan

rev. June 4, 2020

Fleets

Normal operations.

Training

Normal operations but online training encouraged when possible.

Interviews

Normal operations.

New Employee Onboarding

Normal operations.

Retail Offices - Lobbies

Normal operations

OSCP

Normal operations. Resume large gatherings, rentals, festivals and park programs.

Somerset:

Normal operations except swim area restrictions based on availability and need of lifeguards.

Departmental Procedures

In addition to the company procedures above, each department will have specific procedures for their areas. Consult area supervision for details.

COVID-19 Phased Working Conditions*



	PHASE 1	PHASE 2	PHASE 3
Social Distancing	6 feet apart - common areas, conf rooms, offices; No congregating	6 feet apart - common areas, conf rooms, offices	Normal Operations
Elevators	2 riders per car	Maintain social distancing	Normal Operations
Wellness Checks	Temp & Questions at essential areas	Temp & Questions as determined by OH	None
Facial Coverings	Strongly encouraged except when alone in office or cubicle	Optional but recommended	Optional
In-Person Meetings	Only when necessary, strict room capacity limits	Use social distancing	Normal Operations
Visitors/Vendors	Essential only; visitors should follow the same preventative measures as employees	Limit where possible; use social distancing	Normal Operations
Travel - Business	Requires C-staff approval; contact OH prior to travel to determine if it could require 14 day quarantine	Requires C-staff approval	Normal Operations
Travel - Personal	Contact OH prior to travel to determine if it could require 14 day quarantine.	Normal Operations	Normal Operations
Cleaning Procedures	Extra cleaning of common areas; employees sanitize office equipment after use	Employees sanitize office equipment after use	Normal operations but recommended that employees sanitize equipment after use when possible
Breakrooms	No sitting or congregating; wash hands before use; sanitize equipment after use	Sitting allowed but use social distancing; wash hands before use, sanitize equipment after use	Normal Operations
Fleets	Limit to 1 rider per fleet when possible; sanitize touched surfaces after use	Sanitize touched surfaces after use	Normal operations but wipe downs preferred
In-Person Training	No in-person training	Only mandated training conducted in person using social distancing	Normal operations but online training preferred when possible

*Please note: Guidance for these phases is subject to change.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 10
Request: 1.10

ATTESTATION: For the Review Period I, J. Michael Poston, attest that the answers provided above are full and accurate and that all steps taken by Santee Cooper to address the impact of the COVID-19 pandemic were prudent and consistent with good utility practice.

Signature of Officer:  _____

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 11
Request: 1.11

Please provide a detailed description of any and all actions taken by Santee Cooper during the Review Period related to freezing rates as provided in the settlement of Cook v. Santee Cooper, et al.

Response should include, but is not limited to:

- a. Date of action(s)
- b. Detailed description of Santee Cooper action(s)
- c. Status of action(s) – designate as “on-going” or “completed”
- d. Purpose of action(s)
- e. If applicable, identify and describe any and all changes from the prior Review Period
- f. Identify and provide the name, title and contact information (phone/e-mail) for individual responsible for the information contained in the response.

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 11
Request: 1.11

Date of action

May 18 – 31, 2020

Description of Santee Cooper action

Rate Freeze Implementation Preparation

1. Held two internal meetings to discuss rate freeze implementation.
2. Developed a DRAFT rate freeze implementation status update presentation for delivery to the Board of Directors.
3. Worked on a model to be used to show variances between rate freeze revenue and normal adjustment revenue.

Purpose of Santee Cooper action

To Prepare Employees and Systems for the Cook Settlement Rate Freeze and Inform the Santee Cooper Board of Rate Freeze Preparations

Status of action:

<input checked="" type="checkbox"/>	On going
<input type="checkbox"/>	Completed

Any changes from prior Review Period

N/A

Provided by:

Name	Michael Smith
Title	Director, Budget & Pricing
Phone	843-761-8000
Email	mksmith@santecooper.com

Reference Documents

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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 11
Request: 1.11

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
PARAGRAPH 11
Request: 1.11

ATTESTATION: For the Review Period I, Ken W. Lott, attest that Santee Cooper has not taken any action in contradiction of Act 135, Section 11(E)(11), which allows for the freezing of rates as provided in the settlement of Cook v. Santee Cooper, et al.

Signature of Officer:  _____

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
OTHER REQUESTED INFORMATION
Request: 1.12

Request:

- a. Presentations given to the Board of Directors and any subcommittees
- b. Board of Directors Meeting Minutes
- c. EEMC Report
- d. Investor communications
- e. All releases to the media related to any of the actions undertaken by Santee Cooper related to Act 135 Section 11.

Response:

1.12a. The Authority did not hold any Board meetings during the Review Period so has no documents responsive to the request.

1.12b. The Authority did not hold any Board meetings during the Review Period so has no documents responsive to the request.

1.12c. See the following documents:

1.12c jwatson May EEMC Meeting Appendix CONFIDENTIAL.pdf

- The May EEMC Meeting Appendix is exempt from FOIA in its entirety pursuant to S.C. Code Ann. § 30-4-40(a)(1). Therefore, a redacted version has not been provided.

1.12c jwatson May EEMC Meeting Documents CONFIDENTIAL.pdf

- The May EEMC Meeting Documents are exempt from FOIA in their entirety pursuant to S.C. Code Ann. § 30-4-40(a)(1). Therefore, a redacted version has not been provided.

1.12c jwatson May EEMC Meeting Minutes Draft Unredacted CONFIDENTIAL.pdf

1.12c jwatson May EEMC Meeting Minutes Draft Redacted.pdf

1.12d. There were no investor communications during this reporting period.

1.12e. See document: 1.12e mrgore Press Release OVT

EXECUTIVE ENERGY MANAGEMENT COMMITTEE

Meeting Minutes for May 20, 2020

The meeting commenced at 3:00 p.m.

- Members present:** Dom Maddalone (chair), Tommy Curtis, Charlie Duckworth (phone), Ken Lott, Mike Poston (phone), Pamela Williams (phone), and Marty Watson
- Members absent:**
- TEA present:** Mark Anderson, Desi Middleton, John Rizzo, Nelson Sanabria, Steve Schivley (all via phone)
- Others present:** Sean Ames, Mike Brown, Vicky Budreau, Michelle Bunch, Amber Daniels, Rahul Dembla, Shawan Gillians, Glenda Horne, Richard Kirkpatrick, Stony Martin, Matt McCants, Chad Salisbury, and Arnold Singleton

ROUTINE BUSINESS

- All members present who attended the April 21, 2020 meeting signed the meeting minutes.

NEW BUSINESS

Fuel Variance for April 2020:

- April 2020 overall system rate variance is 6.6% under budget.
 - Generation requirements were 14% less than projected, and demand was 10.5% below projections, due to mild weather and COVID-19.
 - Natural gas flexibility was limited due to operational flow orders (OFOs) on Transco.
 - Unit minimum requirements made it more economical to run the smaller Winyah units and bring in more purchased energy than projected.
 - Hydro/SEPA generation was better than projected.
 - Firm Wholesale System Rate (FWSR) was 5.7% under budget.
- Annual System Rate is 9.0% under budget; Firm Wholesale System Rate (FWSR) is 10.7% under budget.
 - Generation mix is diverse: 28% coal (46% budgeted), 28% Natural Gas (22% budgeted), 28% Purchase Power (19% budgeted)

TEA May 2020 Update:

- The May Update includes preliminary results for Jan-Apr, and May-Dec are forecasted using updated natural gas commodity prices and power market prices which show a slight increase over the last half of 2020 when compared to the previous month update.
- Updated pricing projections are increasing over the balance of the forecast and are above budget projections in the 4th quarter and power prices are above budget starting in September.
- TEA's latest projections for 2020 show fuel cost being under budget by [REDACTED] along with the system rate being [REDACTED]/MWh below budget [REDACTED]/MWh increase from previous month projections).
- System Cost projection has increased due to April actuals being above last month's projections.
- Natural gas and purchase power consumption is declining compared to previous projections due to increase in price projections.

Market Update:

- The current natural gas forward curve is showing prices trading around \$2.10 and \$2.66 in Bal20 and Cal21, which is a [REDACTED] decrease and [REDACTED] increase respectively for each of those years. After 2021, prices are below \$2.50 through 2029.
- Global pandemic and oil pricing have only impacted forward pricing through mid-2022 as pricing beyond that is relatively unchanged. The uncertainty has resulted in an elevated premium over the next couple years. Forward pricing will be dependent on how soon the oil market stabilizes and the return of associated natural gas.

Santee Cooper Highly Sensitive Material

- Natural gas pricing has become much more stable over the last 20 years.
- Natural gas production has dropped over the last two months and is now below the level we were at this time last year. Storage is currently above the 2018 levels, which was considered healthy, but not expecting the same ramp up that was experienced the last two years.
- LNG shipments are declining with 33 contracts already canceled for June. This equates to roughly 3 bcf/day that would get dumped back into US supply.
- Spot pricing for Europe and Asia have declined making it uneconomical to export to those markets. The variable costs to Europe is \$2.75 and to Asia is \$3.
- Current natural gas storage is at a comfortable level and projections indicate balances will remain healthy. If weekly injections remain strong, we could see storage reach max capacity around the end of the 2020.

Fuels Risk:

- New positions for Heating Oil:
 - Heating Oil Coverage - Bal2020 at 79%, 2021 at 58%, 2022 at 57%, 2023 at 58%, and 2024 at 5%
- Heating Oil & Natural Gas monthly update can be found on slide 26.
 - Heating Oil - █████ loss in May.
 - Natural Gas:
 - Actual burn volumes were █% below budget in April at █████ DT
 - All-in delivered gas cost in April was █████/MMBtu (█████ budgeted) with a station rate of █████/MWh (Budget █████/MWh); █████ over budget.
 - May 2020 has █████ of budget volumes covered at █████/MMBtu and █████ is left open to market, which is currently averaging █████/MMBtu. Any burns above the budget volume would also be at the market price.
- Natural Gas Risk Metrics are in line. The positions reduce our gas cost at risk by 90%.

Solid Fuel Update:

- Reviewed stockpile volume and value projections that have been updated with April 2020 actuals.
- Three coal procurement options were presented for 2021-2024:
 - Option 1 presents the most savings but greater risk due to the supplier's current financial status
 - Option 2 has less savings but greater security due to the supplier being more financially stable
 - Option 3 has slightly less savings than Option 1 but has better security due to supply diversity
- EEMC approval was requested for Option 3. The committee voted in favor of the recommendation and instructed the group to take the July Update projections into consideration as contracts are being negotiated to ensure we do not further exceed the procedural procurement limits.

Purchase Power Update:

- █████ MW purchased for June – █████ MW @ █████/ MWh and █████ MW @ █████/ MWh (█████/MWh budgeted). Delivered via the █████ interface and the █████ transmission will be used for █████ MW and █████ transmission used for the █████ MW.
- █████ MW purchased for Jul-Aug @ █████/ MWh (█████/MWh budgeted) using █████ transmission.
- █████ MW purchased for Jul-Sep @ █████/ MWh (█████/MWh budgeted) using █████ transmission.

Fuel Forecast Update:

- Updated committee on the proposed assumptions for the 2020 July Update.
- Requested approval from the EEMC to proceed with the July Update using the assumptions presented. The committee voted and approved the proposed assumptions.

Other:

- No other matters were discussed.

Meeting adjourned at 4:30 p.m.

<u>Member</u>	<u>Approved</u>	<u>Date</u>
Dom Maddalone (chair)	_____	_____
Tommy Curtis	_____	_____
Charlie Duckworth	_____	_____
Ken Lott	_____	_____
Mike Poston	_____	_____
Pamela Williams	_____	_____

Santee Cooper has redacted information containing (trade secrets and competitive information pursuant to S.C. Code Ann. Section 30-4-40(a)(1).

NEWS RELEASE

May 22, 2020

Media Contact: Tracy Vreeland
Santee Cooper
843-291-4166
tracy.vreeland@santeecooper.com

Overton Beach Park Closed Until Further Notice

MONCKS CORNER, S.C. – Due to ongoing concerns about COVID-19, Santee Cooper’s Overton Beach Park will be closed until further notice. The park is small and does not allow for effective social distancing under current guidelines.

Overton Beach Park is on the banks of Lake Moultrie and traditionally opens Memorial Day weekend for activities like picnicking, swimming and sunning on the beach. It is one of two public parks managed by Santee Cooper. [Old Santee Canal Park](#) trails are open, but the Interpretive Center and other facilities remain closed.

Santee Cooper is South Carolina’s largest power provider, largest Green Power generator and the ultimate source of electricity for 2 million people across the state. Through its low-cost, reliable and environmentally responsible electricity and water services, and through innovative partnerships and initiatives that attract and retain industry and jobs, Santee Cooper powers South Carolina. To learn more, visit www.santeecooper.com and follow #PoweringSC on social media.

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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
OTHER REQUESTED INFORMATION
Request: 1.13

Request:

Please provide a list of all outstanding lawsuits and claims involving Santee Cooper including docket number, jurisdiction, relative parties and current status.

Response:

Please see document titled 1.13 bgillian litigation list included herewith.

Provided by:

Name	B. Shawan Gillians
Title	Director, Legal Services & Corporate Secretary
Phone	843.761.7004
Email	shawan.gillians@santecooper.com

**Santee Cooper Pending Cases
2020.06.24**

Complex Litigation¹				
Type	Status	Matter Name and Description	Case No.	Jurisdiction
<p>Class Action Breach of Duty Breach of Contract Unjust Enrichment</p>	<p>Pending</p>	<p><i>Hearn, et al. v. South Carolina Public Service Authority</i></p> <p>On August 16, 2017, Plaintiff George Hearn, on behalf of a putative class of retail customers, filed a class action complaint in Horry County alleging the Seller (the “Authority”) acted negligently when it decided to build the Pee Dee coal generating facility in Florence County, and acted negligently when the decision to cancel construction was made. The complaint further alleges the Authority was negligent in accounting for the Pee Dee assets.</p> <p>The specific claims are: breach of duty to ratepayers, breach of contract, unjust enrichment, injunction and declaration of wrongful conduct, and money had and received. Legal defenses include Business Judgment Rule, burden on plaintiff to show bad faith (ultra vires action, etc.), statute of limitation/laches (based on each rate increase). Plaintiff claims damages of approximately \$600 million.</p> <p>The Authority filed a motion to dismiss in response to Plaintiff’s complaint. The hearing on the Authority’s motion to dismiss took place on September 27, 2018 and an order denying the same was entered on April 4, 2019. The Authority filed an Answer on April 19, 2019. Discovery and depositions are ongoing.</p>	<p>Case No. 2017-CP-26- 05256</p>	<p>Horry County Court of Common Pleas</p> <p>(15th Cir.)</p> <p>*Transferred to Business Court</p>
<p>Class Action Breach of Contract Taking</p>	<p>Court granted preliminary approval of</p>	<p><i>Jessica S. Cook et al. v. South Carolina Public Service Authority et al.</i></p>	<p>2017-CP-25- 00348</p>	<p>Hampton County, S.C. Court of</p>

¹ Unable to estimate potential exposure.

**Santee Cooper Pending Cases
2020.06.24**

		<p>breach of their statutory and fiduciary duties, unjust enrichment, constructive trust, and equity.</p> <p>On August 16, 2019, the Authority and its directors filed their answer to the Fifth Amended Complaint and the Authority asserted cross-claims against Central and Palmetto Electric Cooperative, Inc. (“Palmetto”), one of the Central Cooperatives, seeking a declaratory judgment regarding the rights of the parties under the Act. The Authority also filed a Third Party Complaint against the Electric Cooperatives of South Carolina (“ECSC”), the statewide service and trade association for electric cooperatives in the State, and asserted cross-claims against Central and Palmetto seeking a declaratory judgment regarding the rights of the Authority and Central under the Central Agreement, which is the contract governing Central’s purchase of energy and power from the Authority. The Authority also asserted cross-claims against SCE&G for (1) breach of contract accompanied by fraudulent act; (2) gross negligence; (3) breach of fiduciary duties; (4) breach of contract accompanied by bad faith; (5) waste; (6) contractual indemnification; and (7) equitable indemnification.</p> <p>Plaintiffs also asserted claims against Palmetto, Central, SCANA, SCE&G, and SCANA Services.</p> <p>On August 9, 2019, Central filed its answer to plaintiffs’ Fifth Amended Complaint and asserted the following cross-claims against the Authority and its directors: (1) declaratory judgment that the Authority breached its statutory duties; (2) breach of the Central Agreement by the Authority; (3) constructive trust (over the payment received from Citibank under the Assignment and Purchase Agreement); (4) breach of statutory duties by the Authority’s directors; and (5) contractual indemnification pursuant to the Central Agreement. The Authority and its directors filed their answer to Central’s cross-claims on September 3, 2019.</p> <p>Also on August 9, 2019, Palmetto filed its answer to Plaintiffs’ Fifth Amended Complaint and asserted seven cross-claims against</p>		
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**Santee Cooper Pending Cases
2020.06.24**

		<p>SCANA, SCE&G, the Authority, and the Authority's directors. Three of the cross-claims are asserted against all defendants: (1) negligence; (2) unjust enrichment; and (3) equity. Three of the cross-claims are asserted solely against the Authority: (1) taking; (2) declaratory judgment that the Authority breached its statutory duties for charging rates for facilities that are not used and useful and establishing rates that were not just and reasonable; and (3) constructive trust with respect to the sum of \$831.2 million allegedly paid to the Authority by Citibank. Finally, Palmetto asserted one cross-claim against the Authority's directors for a declaratory judgment that they breached their statutory duties for charging rates that are not just and reasonable. The Authority's and directors' answer to Palmetto's cross-claims was filed on September 27, 2019.</p> <p>On September 11, 2019, the State's Supreme Court issued an order reassigning to a new judge jurisdiction over all outstanding and future litigation of customer-related claims for reimbursements or refunds of monies paid in the form of increased utility rates related to the construction and abandonment of the Summer Units 2 and 3. Pursuant to the Supreme Court's order, the judge is vested with exclusive jurisdiction to hear and resolve all pretrial motions and matters in any case that may arise statewide, and upon the conclusion of pretrial matters the judge may preside over the trial of the case or assign the trial to another judge. The Supreme Court also ordered that the judge may require mediation of any case as deemed appropriate.</p> <p>On October 8, 2019, the judge convened a motions hearing and scheduling conference. At the hearing the judge tentatively set the trial to begin on February 24, 2020. She also heard several pending motions. The judge granted Plaintiffs' motion for class certification and granted the Authority's and SCE&G's motion to change venue from Hampton County, and the case was ultimately moved to Greenville.</p>		
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**Santee Cooper Pending Cases
2020.06.24**

		<p>The Court convened mediation proceedings on October 14, 2019. After two days, the mediation adjourned without resolution of the pending claims.</p> <p>On November 12, 2019, hearings were held on (a) the Authority’s Motion for Specific Performance and/or Injunctive Relief against Dominion Energy South Carolina; (b) SCE&G’s Motion to Compel Arbitration of the Authority’s Defenses and Contentions; and (c) several Parties’ discovery motions. The judge requested proposed orders, and the Authority submitted orders on the Motion for Specific Performance and Motion to Compel Arbitration on November 15, 2019. On November 18, 2019, Justice Toal stated she would sign the orders submitted by the Authority. On November 18, her law clerk stated that those orders had been signed and electronically filed. These orders were published on November 21, 2019.</p> <p>On November 21, 2019 at approximately 8:39 p.m., SCE&G, SCANA Services, Inc., & SCANA Corp. submitted notices of removal to the U.S. Dist. Court for the Dist. of South Carolina, Greenville Division. The case was remanded to state court on January 21, 2020.</p> <p>The parties reconvened mediation with Chief Justice Toal on February 18, 2020. In the early morning of February 20, the parties agreed to a term sheet to fully resolve the claims, as well as <i>Glibowski</i>. On March 12, 2020, the Authority’s Board approved the settlement agreement and term sheets. On March 17, 2020, the court granted the Motion for Preliminary Approval of the Settlement. The hearing on Motion for Final Approval of the Class Action Settlement is scheduled for July 20, 2020.</p>		
Class Action RICO	Stayed pending final approval of	<i>Timothy Glibowski et al. v. South Carolina Public Service Authority et al. *</i>	No. 9:18-cv-273-TLW	U.S. District Court, D.S.C. (Beaufort)

**Santee Cooper Pending Cases
2020.06.24**

	<p><i>Cook class action settlement</i></p>	<p>Plaintiffs filed this putative class action in the Beaufort Division of the United States District Court for the District of South Carolina on January 31, 2018. The Plaintiffs filed an amended complaint on April 23, 2018 adding the Authority as a defendant. The Plaintiffs' claims arise from the Authority's decision to suspend construction of Summer Nuclear Units 2 and 3. The action is being brought on behalf of a putative class of persons comprised of SCANA customers, Authority customers and Central Cooperative customers who were charged and paid advance charges for costs associated with the construction of the units from 2007 to the present.</p> <p>Amended complaints were filed, up to and including a Third Amended Complaint on July 30, 2019. The Third Amended Complaint asserts Racketeer Influenced and Corrupt Organizations Act (RICO) and RICO Conspiracy claims against SCANA, SCE&G, SCANA's officers, the Authority and the following employees of the Authority: Lonnie Carter (now retired), Marion Cherry, and Michael Crosby, as well as a takings claim against the Authority. Plaintiffs seek actual damages, treble damages under RICO, and attorneys' fees. Specifically, (i) under the RICO and RICO conspiracy claims, the plaintiffs allege that the class lost over \$2.5 billion and seek damages in an amount to be determined at trial, but no less than this amount, and (ii) under the takings claim, the plaintiffs allege that the Authority has taken over \$540 million from the class and seek the return of this amount. The Authority and its employees filed a motion to dismiss the complaint on August 20, 2019. As of the date hereof, no ruling has been made to date in respect to the Authority's motion to dismiss.</p> <p>On September 4, 2018, the Authority filed a motion asking the court to certify two questions to the S.C. Supreme Court: (1) whether the Authority is required by law to fix, maintain, and collect charges at rates sufficient to provide for payment of all its expenses, the conservation, maintenance and operation of its facilities, the payment of principal and interest on its debt, and</p>		
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**Santee Cooper Pending Cases
2020.06.24**

		<p>the fulfillment of its obligations to holders of bonds and other debt – including the costs, expenses, and obligations associated with Summer Nuclear Units 2 and 3; and (2) whether the Authority is immune from plaintiffs’ claims for money damages under the doctrine of sovereign immunity and the State’s Tort Claims Act. This case is stayed pending final approval of the <i>Cook</i> settlement, which includes settlement of <i>Glibowski</i> (see last paragraph under <i>Cook</i>); if the <i>Cook</i> settlement is finally approved by the court on July 20, 2020, the parties will file a motion to dismiss <i>Glibowski</i>.</p>		
Securities, 10(b), 10b-5	Pending	<p><i>Murray C. Turka v. South Carolina Public Service Authority and Lonnie Carter</i></p> <p>Plaintiff filed this putative class action in the Charleston Division of the United States District Court for the District of South Carolina on April 15, 2019. The action asserts securities law claims against the Authority and Mr. Carter under Section 10(b) and Rule 10b-5 of the Exchange Act and against Mr. Carter under Section 20(a) of the Exchange Act the arising out of alleged misrepresentations made in the Authority’s mini-bond offering documents regarding the status of Summer Nuclear Units 2 and 3. Specifically, the plaintiff alleges that the disclosure statements in the mini-bond offerings understated the extent of the risks associated with construction of Summer Nuclear Units 2 and 3 and that as a result the interest rate on the mini-bonds was artificially deflated. Plaintiff further alleges that if he had known the interest rate on the mini-bonds had been artificially deflated, he would not have purchased the mini-bonds. The proposed class includes purchasers of the Authority’s mini-bonds from August 23, 2013 to July 31, 2017.</p> <p>The Authority and Carter moved to dismiss the Complaint on July 12, 2019, and that motion was fully briefed as of August 26, 2019. On February 25, 2020, Judge Gergel issued an order denying the motion to dismiss. On March 12, 2020, the Authority and Lonnie</p>	2:19-cv-1102-RMG	U.S. District Court, D.S.C., Charleston

**Santee Cooper Pending Cases
2020.06.24**

		<p>Carter filed a Motion for Reconsideration of the order denying the motion to dismiss. The Court denied the Motion for Reconsideration.</p> <p>On April 14, 2020, the Authority filed its Answer. The Authority denies the allegations alleged in the complaint and asserts the plaintiff's claims are based by the doctrines of merger, bar, collateral estoppel, res judicata, release, discharge, and accord and satisfaction, along with the doctrines of laches, estoppel, ratification, acquiescence, and waiver. Moreover, the Authority argues the Plaintiff has failed to state a claim upon which relief can be granted, the plaintiff's claims are barred by the statute of limitations, there is no evidence of scienter on the part of the Authority nor any evidence of reliance by plaintiffs on statements allegedly made by the Authority.</p> <p>The Authority avers the action is not maintainable as a class action, that the alleged class suffered no harm, the alleged class lacks standing, that the Authority is not liable for any alleged acts wrong, omissions, or of negligence. A consent scheduling order was submitted on April 16, 2020, which included the case is subject to being tried on or after February 1, 2021.</p> <p>A Joint Rule 26(f) Report and Local Rule 26.03 Disclosures were filed on May 22, 2020, and the Court issued a Confidentiality Order on May 28, 2020 confirming the parties' stipulation that discovery material shall be treated confidentially. Discovery is ongoing.</p>		
Declaratory Judgment	Pending	<p><i>City of Goose Creek v. South Carolina Public Service Authority</i></p> <p>The City of Goose Creek filed a complaint against Santee Cooper in the Court of Common Pleas, Berkeley County, on March 31, 2020. Goose Creek seeks a declaration that its newly formed municipal utility has the statutory and constitutional right to</p>	2020-CP-08-00821	<p>Court of Common Pleas 9th Circuit (Berkeley County)</p>

Santee Cooper Pending Cases
2020.06.24

		<p>provide electrical service to the Century Aluminum Mount Holly facility, which would be Goose Creek’s first and only customer.</p> <p>On April 30, 2020, Santee Cooper filed a Motion to Stay the proceeding pending the Supreme Court matter, also filed by Goose Creek and involving the same issues. On June 1, 2020 Santee Cooper filed a motion to dismiss based on the Federal Energy Regulatory Commission having exclusive jurisdiction to decide the issue. A hearing on both motions was scheduled for June 24, 2020 but were continued. A new hearing date has not been set.</p> <p>By way of background, Goose Creek seeks to override statutes and precedent stating Santee Cooper has the exclusive obligation and right to provide electric power to Century Aluminum Mount Holly as part of a monopoly created by the legislature in 1984; this monopoly can only be altered by the General Assembly based on S.C. Code Ann. §§ 58-31-430 and -440. Mount Holly is in Santee Cooper’s “present service area” as defined by S.C. Code Ann. § 58-31-310. The statute states Santee Cooper’s lines in existence on or before July 1984 may continue to be operated and maintained by Santee Cooper and the premises served by those lines “must continue to be so served.” Goose Creek seeks a declaration that its newly formed municipal utility has the statutory and constitutional right to provide electrical service to the Century Aluminum Mount Holly facility (which would be Goose Creek’s first and only customer), served exclusively by Santee Cooper since 1980. As a result, Santee Cooper “has the right to furnish electrical service.” This right may not be assigned to any other entity, even a newly created municipal utility. In 2017, the U.S. District Court held the statutes assigning service territory to Santee Cooper grant a legal monopoly and thus the exclusive right to serve the Century Aluminum Facility. (<i>Century Aluminum of S.C., Inc. v. S.C. Pub. Svc. Auth.</i>, 278 F.Supp.3d 877, 888 (D.S.C. 2017).</p>		
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**Santee Cooper Pending Cases
2020.06.24**

FERC	Pending	<p><i>City of Goose Creek v. South Carolina Public Service Authority</i></p> <p>On March 16, 2020, the City of Goose Creek filed a Complaint and Request for Fast Track Processing before the Federal Energy Regulatory Commission. Goose Creek requests FERC issue a mandatory wheeling order requiring Santee Cooper to allow Goose Creek to tie-in to transmission service so Goose Creek may serve the Century Aluminum Mount Holly facility.</p> <p>Goose Creek argues it is an eligible customer under Santee Cooper's Open Access Transmission Tariff and that it had been improperly denied transmission service.</p> <p>Santee Cooper filed a Motion to Intervene and Dismiss and Limited Answer.</p> <p>There are two other FERC matters pending, filed by the City of Goose Creek: (1) TX20-2-000, Goose Creek's Application for Order Directing Interconnection of Facilities and Request for Expedited Action and (2) TX20-3-000, Goose Creek's Application for Order Directing Transmission Service, Request for Expedited Action, and Motion to Consolidate.</p> <p>Projected Date of Initial Order in all matters is July 31, 2020.</p>	EL20-33-00	Federal Energy Regulatory Commission
Petition for Original Jurisdiction (Declaratory Judgment)	Pending	<p><i>City of Goose Creek v. South Carolina Public Service Authority</i></p> <p>On April 13, 2020, the City of Goose Creek filed a Petition for Original Jurisdiction before the South Carolina Supreme Court. Goose Creek requests the SC Supreme Court remove the case filed in the Berkeley County Common Pleas, grant the petition, and set the docket for expedited briefing and argument. The City of Goose Creek restates the arguments made in its complaint filed in Berkeley County Common Pleas (discussed above).</p>	Appellate Case 2020-000598	South Carolina Supreme Court

**Santee Cooper Pending Cases
2020.06.24**

		<p>On April 16, 2020, the Supreme Court denied the City's request to expedite the matter.</p> <p>Santee Cooper filed a Return in Opposition of Petition for Original Jurisdiction. Santee Cooper objects to the Supreme Court exercising original jurisdiction and argues there is no novel constitutional question, emergency, or public interest concern requiring the SC Supreme Court to hear the matter, nor will the City of Goose Creek be prejudiced by the matter being heard in Berkeley County's Court of Common Pleas. Santee Cooper argues it has a statutory monopoly and thus the exclusive right to serve the facility in question, and that a federal court came to that conclusion three years ago. Santee Cooper also alleges in the Return that Goose Creek seeks to circumvent the General Assembly to assist Century Aluminum, who will be Goose Creek's first and only electric customer, to buy power on the open market, contrary to state statute, policy, and prior court orders. Santee Cooper asserts this would result in higher rates for remaining Santee Cooper customers.</p> <p>Several amicus briefs have been filed. Goose Creek filed a Reply to Santee Cooper's Return on June 2, 2020. Briefing is complete. The Supreme Court has not issued an order granting or denying the Petition.</p>		
<p>Declaratory Judgment Taking Tortious Interference Breach of Statutory Duties (Board) Violation of Due Process</p>		<p><i>Century Aluminum of South Carolina, Inc. v. South Carolina Public Service Authority, et al.</i></p> <p>On April 27, 2020, Century Aluminum filed a complaint against Santee Cooper and each individual Santee Cooper Board Member in the Berkeley County Court of Common Pleas.</p> <p>Century alleges Santee Cooper is interfering with its efforts to obtain electricity from the City of Goose Creek.</p>	<p>2020-CP- 08-00955</p>	<p>Court of Common Pleas 9th Circuit (Berkeley County)</p>

**Santee Cooper Pending Cases
2020.06.24**

		<p>Century asserts a Cause of Action for Breach of Statutory Duties as to each Board Member.</p> <p>Century asserts the following Causes of Action against Santee Cooper: Unconstitutional Taking; using public funds to campaign against Goose Creek’s intent to supply power to Century’s Mt. Holly smelter; Declaratory Judgment; Violation of Due Process; Unfair Trade Practices; and Tortious Interference with a Prospective Contract.</p> <p>Century seeks an injunction prohibiting Santee Cooper from interfering with Goose Creek’s supplying electricity to Mt. Holly, a declaratory judgment, damages (including treble damages for Unfair Trade Practices Claim), and attorneys' fees.</p> <p>Santee Cooper's motion to stay discovery was granted on June 23, 2020 (stay in effect until August 2, 2020). Santee Cooper will file a motion to dismiss by June 29, 2020.</p>		
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MDL Litigation (Santee Cooper as Plaintiff/Class Member)

Type	Status	Matter Name and Description	Case No.	Jurisdiction
Anti-Trust MDL	Partially Settled, partially ongoing, in court mandated settlement with remaining Defendants	<p><i>In Re: Liquid Aluminum Sulfate Antitrust Litigation</i></p> <p>Plaintiffs: Santee Cooper; Commission of Public Works of the City of Spartanburg; and City of Winston Salem (filed complaint together in D.S.C.). The MDL also includes municipalities, water authorities, chemical companies, mills, design firm, paper companies, and private water companies from all over the country as plaintiffs.</p> <p>Original Defendants: General Chemical Corporation; General Chemical Performance Products, LLC; General Chemical, LLC; Chemtrade Logistics Income Fund; Chemtrade Logistics, Inc.; Chemtrade Chemical Corporation; Chemtrade Chemicals US,</p>	<p>2:16-md-02687-MCA-MAH (D.N.J.)</p> <p>2:18-cv-01047-MDL (D.S.C.)</p>	<p>MDL in U.S. District Court, D.N.J. (D.S.C. Charleston)</p>

**Santee Cooper Pending Cases
2020.06.24**

		<p>LLC; American Securities, LLC; GEO Specialty Chemicals, Inc.; C&S Chemicals, Inc.; C&S Chemicals (of Georgia) Inc.; RGM Chemical, LLC; RGM of Georgia, Ltd.; USALCO, LLC; Delta Chemical Corporation; Kemira Chemicals, Inc.; Southern Ionics Incorporated; Frank A. Reichl; Vincent J. Opalewski; Brian C. Steppig; Alex Avraamides; Amita Gupta; Matthew F. LeBaron; Scott M. Wolff; Kenneth A. Ghazey; Milton Sundbeck; John D. Besson; and John Doe Nos. 1 – 50.</p> <p><u>Claims:</u> The complaint alleges violations of the Sherman Anti-Trust Act, 15 U.S.C. § 1, <i>et seq.</i> and the Clayton Antitrust Act, 15 U.S.C. §§ 12-17 & 29 U.S.C. §§ 52-53 (Claim D). South Carolina specific claims include claims for violations of South Carolina Code Ann. § 39-3-10 <i>et seq.</i> and claims for fraud, breach of contract, and restitution/disgorgement/unjust enrichment. The anti-trust issues allowed federal question jurisdiction. There is a related DOJ investigation and related criminal indictments</p> <p><u>Damages:</u> Plaintiffs seek compensatory damages, restitution, disgorgement, treble damages, punitive damages, injunctive relief, and other relief, including but not limited to an award of attorneys’ fees and expenses, as well as pre-judgment and post-judgment interest on the damages awarded, against Defendants, jointly and severally, for conspiring to suppress and eliminate competition in the sale and marketing of aluminum sulfate (“Alum”) by agreeing to rig bids and allocate customers for, and to fix, stabilize, inflate, and maintain the price of Alum sold to companies and municipal authorities in the United States from January 1, 1997 through at least February 2011 and until such time as to be determined (the “Conspiracy Period”).</p> <p>In addition, the South Carolina Plaintiffs seek a refund of the full price paid for their Alum supply contracts (believed to be in excess of \$7,900,000) for the same actions by one or more Defendants. Defendants’ actions caused municipalities across the United States to overpay by many millions of dollars for the Alum they needed. Plaintiffs, which have paid millions of dollars to purchase Alum, seek to recover damages they suffered from the</p>		
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**Santee Cooper Pending Cases
2020.06.24**

	<p>initiation of the conspiracy until the cessation of the anticompetitive effects resulting therefrom (the “Injury Period”).</p> <p>Background and Allegations: The defendant companies are manufacturers and distributors of the Alum used by municipalities to treat potable water and/or wastewater, by pulp and paper manufacturers as part of their manufacturing process, and in lake treatment to reduce phosphorous levels contributing to degraded water quality. The individual defendants were executives at these companies. As a result of Defendants’ unlawful conduct, Plaintiffs paid more for Alum than they would have if a competitive market had determined Alum prices. More specifically, the complaints allege Defendants conspired, combined, and contracted to fix, raise, maintain, and stabilize the prices at which Alum would be sold. Defendants engaged in regular communications throughout the Conspiracy Period, to discuss customer allocation and prices for Alum. The complaint notes that “evidence in the form of phone records and emails between top executives at the Defendant companies and their co-conspirators demonstrate that they furthered the conspiracy by (a) meeting or otherwise communicating to discuss their respective Alum businesses, including the prices quoted or bid to their customers, (b) agreeing to allocate customers and “stay away” from each other’s historical customers, (c) agreeing to rig bids by submitting intentionally high “throw-away” bids to a particular customer to ensure that their co-conspirator, the existing seller to that customer, would continue to “win” that customer’s business (or to help the co-conspirator to raise the prices paid by that customer), and (d) withdrawing a winning bid or price quote in cases where a bid was inadvertently submitted.” Santee Cooper survived a Motion to Dismiss. The District Court judge found Santee Cooper demonstrated subject matter jurisdiction.</p> <p>Settlements: Santee Cooper, and more than a dozen other plaintiffs (municipalities and public utilities) reached a settlement</p>		
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**Santee Cooper Pending Cases
2020.06.24**

		<p>with GEO Specialty Chemicals, Inc. \$3 million was to be divided among these plaintiffs. (Ghazey and Steppig dismissed.) C&S and Southern Ionics also settled. General Chemical Corporation, General Chemical Performance Products, LLC, General Chemical, LLC, GenTek Inc., Chemtrade Logistics Income Fund, Chemtrade Logistics Inc., Chemtrade Chemicals Corporation, Chemtrade Chemicals US LLC, Chemtrade Solutions LLC also settled. (Alex Avraamides, Frank Reichl, Amita Gupta, Vincent Opalewski, Matthew LeBaron, and Scott Wolff, personal defendants were released). A fairness hearing to review the terms of these settlements was set for November of 2019.</p> <p>Status: On September 12, 2019 the case was reassigned to Magistrate Judge Michael Hammer. Santee Cooper and its fellow class plaintiffs (deemed the Direct Action Plaintiffs) were directed to participate in a settlement conference with the remaining defendants (Kemira, USALCO, Delta Chemical, RGM, American Securities, and Brenntag, as well as related personal defendants). A whistleblower who formerly worked for General Chemical Corp. and its successor Chemtrade Logistics, Inc., intervened in the case based on his related qui tam actions in state courts.</p> <p>Mediation was held January 14-15, 2020 in Newark, NJ and the judge required all parties to attend. **Agreement reached with two defendants (Delta and USALCO) at mediation. Settlement discussions with the remaining defendants are ongoing. Defendant Brenntag has agreed to a settlement. **</p>		
Anti-Trust MDL	Pending	<p><i>In Re: Liquid Aluminum Sulfate Antitrust Litigation</i></p> <p>Anti-trust complaint filed 10/21/2019 against Brenntag Mid-South and Brenntag Southeast. Same allegations as previously filed MDL.</p> <p>Plaintiffs include: Washington Suburban Sanitary Commission; Fairfax County Water Authority; Appomattox River Water</p>	2:19-cv-02981-MDL	U.S. District Court (D.S.C. Charleston)

**Santee Cooper Pending Cases
2020.06.24**

		<p>Authority; County of Chesterfield; County of Henrico; City of Lynchburg; City of Newport News; City of Norfolk; Rivanna Water & Sewer Authority; South Central Wastewater Authority; City of Springfield; Commission of Public Works of the City of Spartanburg; City of Winston-Salem Santee Cooper, City of Baltimore, and City of Richmond.</p>		
Anti-Trust MDL	Pending	<p><i>In re Rail Freight Fuel Surcharge Antitrust Litigation</i></p> <p>Putative class actions were filed in 2007 in the United States District Court for the District of Columbia by rail shippers alleging that the four largest Class I railroads—CSX, Norfolk Southern, BNSF, and Union Pacific—conspired to set artificially-high rate-based fuel surcharges 2003 and 2010.</p> <p>Plaintiffs allege this collusion cost shippers billions of dollars they would not have lost in an otherwise competitive market.</p> <p>In 2017, District Court Judge Paul Friedman ruled that, despite the “strong evidence of conspiracy and antitrust injury to rail shippers,” the putative class had failed to establish predominance and he denied class certification. The case was stayed pending appeal and the railroads agreed to continue to toll the claims of all shipper class members during the appeal period.</p> <p>On August 16, 2019, the United States Court of Appeals for the D.C. Circuit affirmed Judge Friedman’s decision to deny class certification.</p> <p>Santee Cooper entered into tolling agreements with CSX, Union Pacific, Norfolk Southern, and BNSF.</p> <p>On January 31, 2020, Santee Cooper (through its attorneys Nexsen Pruet) filed a complaint in the U.S. District Court for the District of Columbia. The antitrust complaint alleges the “Big 4” railroad</p>	<p>1:07-mc-00489-PLF-GMH</p> <p>MDL Docket No. 1869</p> <p>Misc. No. 07-489</p>	<p>United States District Court, District of Columbia</p>

**Santee Cooper Pending Cases
2020.06.24**

		<p>companies listed above conspired to fix prices by charging an agreed-upon rail fuel surcharge for rail freight transportation services between 2003-2010, and that Santee Cooper paid excessive prices due to the price fixing scheme among the railroad companies.</p> <p>Santee Cooper's prayer for relief includes compensatory damages, treble damages, and attorney fees.</p> <p>On May 22, 2020, the court issued a Scheduling Order setting forth dates for motions to be filed and discovery concluded. Status conference scheduled for September 9, 2020.</p>		
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Bankruptcy Court/Other Nuclear Litigation

Type	Status	Matter Name and Description	Case No.	Jurisdiction
Recovery of Chattel	Pending (settlement agreement being finalized)	<p><i>Westinghouse Electric Company, LLC, as reorganized v. South Carolina Public Service Authority</i></p> <p>On April 5, 2019, WEC filed an adversary proceeding complaint in the United States Bankruptcy Court for the Southern District of New York against Santee Cooper, alleging a cause of action for recovery of chattel. WEC claims it is the owner of certain equipment related to the construction of Units 2 and 3 of the V.C. Summer Nuclear Generating Station.</p> <p>The pleadings stage of this action has been completed. Santee Cooper answered and asserted counterclaims for declaratory judgment and to quiet title to the equipment. In reply, WEC also asserted a counterclaim for declaratory judgment based upon the Owners' recent termination of the EPC. Discovery is proceeding under an expedited scheduling order. A mediation was held on December 13, 2019 and concluded with agreement for Santee Cooper counsel to draft and attempt to address concerns about direct costs. Drafting of a final agreement continued following</p>	Case No. <u>17-10751</u> (MEW) 19-01109-cgm; Adv. Proc. No. 19-01109 (CGM)	United States Bankruptcy Court for the Southern District of New York

**Santee Cooper Pending Cases
2020.06.24**

		<p>that mediation. Subsequently, another mediation was held at the Wampee Convention Center on January 29, 2020 which led to a handshake agreement to resolve the matter. The parties continue to work to finalize a formal agreement effectuating the terms of that agreement.</p>		
<p>Administrative Claim for Overpayment to the debtors</p>	<p>Pending</p>	<p><i>In re Westinghouse Electric Company LLC, et al.</i></p> <p>On August 30, 2018, South Carolina Electric & Gas Company and Santee Cooper (“Owners”) filed an Administrative Claim in the Westinghouse Bankruptcy Proceeding for overpayment to the debtors under the terms of the Interim Assessment Agreement with respect to the construction of Units 2 and 3 of the V.C. Summer Nuclear Generating Station.</p> <p>The Owners and Westinghouse Electric Company, LLC (“WEC”) and WECTEC, Inc. (f/k/a Stone & Webster, Inc.) entered into an Interim Assessment Agreement, dated March 28, 2017 (the “IAA”).</p> <p>The IAA contemplated the continued construction at the V.C. Summer site; however, it required the Owners to fund the costs of continued construction from the filing date of WEC’s Chapter 11 petition through the IAA termination date (the “IAA Period”). Funds were advanced weekly by the Owners based upon WEC’s estimate of engineering and construction services during the coming week. The IAA made clear that funds advanced by the Owners would be maintained in a segregated, interest-bearing account and could only be used to pay obligations incurred to vendors and subcontractors to the V.C. Summer project during the IAA Period.</p> <p>Pursuant to several amendments, the IAA was extended through August 10, 2017. The IAA was terminated by the Owners effective August 7, 2017.</p>	<p>Case No. <u>17-10751</u> (MEW)</p>	<p>United States Bankruptcy Court for the Southern District of New York</p>

**Santee Cooper Pending Cases
2020.06.24**

		<p>Based upon an initial review of the disbursement report contemplated by the IAA, the Owners determined that the amounts paid by the Owners to the Debtors exceeded the actual and appropriate cost incurred by the debtors during the IAA Period. As of the date the Administrative Claim was filed, the Owners determined that the amount of the overpayment was \$215,564,030.70. However, as contemplated by the IAA, the Owners continued to perform the reconciliation contemplated by the IAA and have revised and reduced their claim since that time.</p> <p>W. Wind Down Company, LLC (“Wind Down Co.”) is the special purpose entity established pursuant to the debtors’ confirmed Chapter 11 Plan of Reorganization for the liquidation and distribution of the assets transferred to Wind Down Co., including the resolution of claims in accordance with this plan. Among the assets transferred to Wind Down Co. for distribution was the entire balance of the Owners segregated interesting bearing account, which had been transferred to Wind Down Co. from WEC as reorganized, on March 27, 2019. Wind Down Co.’s objection to the Owners’ Administrative Claim is broadly based upon a perceived failure by the Owners to meet their burden of proof, coupled with a much broader understanding of the types of costs that the Owners committed to pay through the IAA during the IAA Period.</p> <p>On May 16, 2019, a Stipulation and Order Regarding Discovery and Scheduling was entered with respect to the Administrative Expense Claims of the Plant Vogtle Owners and the V.C. Summer Owners². The Stipulation and Scheduling Order provides for an initial 60-day reconciliation period, which may be extended by mutual agreement by Wind Down Co. and the respective claimant.</p> <p>The reconciliation period on the Owners’ Claim has been extended on four occasions, with the Reconciliation period now scheduled to</p>		
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² On June 20, 2019, Notice was given at the Bankruptcy docket of the settlement of the Vogtle Administrative Claim.

**Santee Cooper Pending Cases
2020.06.24**

		<p>end on December 16, 2019, unless extended further. If the agreement is not reached by Wind Down Co. and the Owners and the Reconciliation period is not extended further, the following schedule would apply:</p> <ul style="list-style-type: none"> • December 23, 2019: Owners Dispute File; Wind Down Company File • January 13, 2020: Deadline to serve discovery requests • February 13, 2020: Deadline to serve responses and objections to discovery request • February 13, 2020: Deadline to commence production of responsive documents on a rolling basis • February 28, 2020: Document Discovery End Date • April 11, 2020: Privilege Logs serve. • April 18, 2020 Deadline to Issue Deposition Notices • April 18, 2020: Deposition Start Date • May 20, 2020: Discovery End Date • June 4, 2020: Opening Briefs Due • June 16, 2020: Pretrial hearing • June 18, 2020: Supplemental Briefs due. • TBD – 7 days: Joint Pre-Trial Order Due • TBD: Evidentiary hearing on Consolidated Motions 		
Indemnification	<p>Pending (As part of Cook settlement, Dominion Energy South Carolina agreed to indemnify</p>	<p><i>Fluor Enterprises, Inc. and Fluor Daniel Maintenance Services, Inc. v. South Carolina Electric & Gas Company and South Carolina Public Service Authority</i></p> <p>On September 7, 2018, Plaintiffs Fluor Enterprises, Inc. and Fluor Daniel Maintenance Services, Inc. filed a complaint in the Court of Common Pleas, Fairfield County, South Carolina, against South Carolina Electric & Gas Company and South Carolina Public Service Authority seeking indemnification for several Worker Adjustment and Retraining Notification Act (WARN Act) lawsuits filed against Plaintiffs in United States District Court, related to</p>	Case No. 2018-CP-20-00343	Fairfield County Court of Common Pleas

**Santee Cooper Pending Cases
2020.06.24**

<p>Santee Cooper for any settlement or judgment)</p>	<p>Plaintiffs' termination of their employees working on V. C. Summer Units 2 & 3 (Case No. 2018-CP-20-00343). Plaintiffs allege they were subcontracted by Westinghouse to assist in construction and maintenance of VCS. Under the amended subcontract with Westinghouse, severance and WARN Act costs were to be reimbursed by Westinghouse. Plaintiffs notified Defendants of their intent to suspend work under its amended subcontract with Westinghouse based upon Westinghouse's failure to pay as promised. Fluor alleges Defendants agreed to make payments directly to Fluor for work performed during an assessment period and allege Defendants urged Fluor to keep working through June 26, 2017, which was later extended to August 10, 2017. Plaintiffs allege they were notified construction was ceasing on July 31, 2017. As a result, Plaintiffs were unable to give their employees the requisite notice of termination as required by the WARN Act and are named in three lawsuits alleging the same. Plaintiffs claim they should be indemnified by Defendants for any damages awarded in those three lawsuits. Plaintiffs pleaded the following causes of action: equitable indemnity, breach of contract, and promissory estoppel. Plaintiffs assert they relied on assurances by Defendants to continue staffing and working on the project.</p> <p>On October 31, 2018, the Authority filed a motion to dismiss or stay the case based upon Plaintiffs failure to state a cause of action, and the lawsuit is premature as the underlying WARN Act lawsuits are pending. The Court denied the motion on February 20, 2019. The Authority filed an answer on March 11, 2019, denying Plaintiffs' allegations, denying it had a special relationship with Plaintiffs, and denying it agreed to indemnify Plaintiffs. The Authority also claimed the case is not ripe for review because the underlying WARN Act lawsuits have not been adjudicated.</p> <p>A mediation is scheduled for summer of 2020. However, as part of the <i>Cook</i> settlement, Dominion Energy agreed to fully indemnify Santee Cooper for any settlement or verdict in this matter.</p>		
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**Santee Cooper Pending Cases
2020.06.24**

IRF Litigation³				
Type	Status	Matter Name and Description	Case No.	Jurisdiction
Motorcycle/ Premises Liability	Pending	<p><i>Harry Richard Barley v. Santee Cooper</i></p> <p>Plaintiff was riding bicycle in parking lot behind pizzeria and rode over a power box, fell off bike and broke leg. Alleges Santee Cooper did not build it flush with ground.</p> <p>Santee Cooper counters that Plaintiff did not maintain lookout, did not observe the conditions, and did not exercise reasonable care.</p> <p>Mediation was held in March and an impasse was declared. Discovery is ongoing. Plaintiff brought in City of North Myrtle Beach as an additional defendant.</p>	2019-CP-26- 01584	Horry County Common Pleas
Motorcycle/ Premises Liability	Pending	<p><i>Dawn Moore v. Horry County, et al.</i></p> <p>Claimant was passenger on a motorcycle which was in an accident on International Drive.</p> <p>Plaintiff alleges Santee Cooper had a duty to upkeep the road and warn drivers. Santee Cooper argues it does not own the road, only used it as an easement.</p> <p>Defendant Gill added cross claim, Santee Cooper filed answer on February 7, 2020.</p>	2019-CP-26- 00520	Horry County Common Pleas
Premises Liability	Mediation set for April 28, 2020	<p><i>Randolph MacKenzie v. SCDOT, et. al.</i></p> <p>Plaintiff crashed motorcycle on unpaved road.</p>	2016-CP-2177	Horry County Common Pleas

³ Estimated Exposure is based on the limits of the South Carolina Tort Claims Act. S.C. Stat. §15-78-120.

**Santee Cooper Pending Cases
2020.06.24**

		<p>Santee Cooper has easement to use road to access a station. Plaintiff claims Santee Cooper undertook improvements. Santee Cooper argues it does not own or control the road, thus had no duty to warn.</p> <p>Mediation is set for September 2, 2020.</p>		
Auto	Pending	<p><i>Jason Perdziak v. Daniel Yourko and Santee Cooper</i></p> <p>Employee Yourko driving fleet vehicle ran into bicyclist and allegedly ran stop sign. Plaintiff alleges Yourko has a lengthy history of vehicle violations.</p> <p>Plaintiff was intoxicated and riding bicycling in incorrect lane and on sidewalk.</p> <p>Case in discovery phase. Plaintiff's deposition taken. Santee Cooper filed a motion to strike complaint based on language and moved to dismiss individual employee from the lawsuit suit. Depositions of first responders and medical personnel were held in December and February. Mediation was held in April and an impasse was declared.</p>	2019-CP-26-01197	Horry County Common Pleas
Premises Liability	Pending (Awaiting settlement execution)	<p><i>Buster Jones v. Santee Cooper</i></p> <p>On October 18, 2018, Buster Jones, an independent contractor, was injured at Cross Generating Station, allegedly due to unsafe unloading process. Box landed on contractor's hand after falling from pallet on forklift operated by Beverly Services Employee. Contractor on site under the Beverly Services agreement.</p> <p>Plaintiff is alleging negligence; negligent hiring, retention and supervision.</p>	2019-CP-08-02580	Berkeley County Common Pleas

**Santee Cooper Pending Cases
2020.06.24**

		Co-Defendants brought in on case settled with Jones and agreed to settle with Santee Cooper paying nothing. Settlement Agreement approved, awaiting execution.		
Premises Liability	Pending	<p><i>Robert Merritt v. Santee Cooper</i></p> <p>Mr. Merritt, a contractor with PPM, was injured when he allegedly slipped on coal on a walkway and injured his knee.</p> <p>PPM, pursuant to its contract with Santee Cooper, has a duty to indemnify. As such, PPM hired Anderson, Reynolds & Stephens to represent Santee Cooper in this matter. Santee Cooper's Answer was filed on March 26, 2020.</p>	2020-CP-26-01109	Horry County Common Pleas

Workers' Compensation Cases				
Type	Status	Matter Name and Description	Case No.	Jurisdiction
WC Claim	Ongoing	<p>Richard Royal v. Santee Cooper</p> <p>Richard Royal, a former lineman for Santee Cooper was injured in an accident at work on March 25, 2015. Royal injured his neck and back in the course of his employment.</p> <p>On October 10, 2019, Royal requested a hearing and determination as to permanency.</p> <p>On October 16, 2019, Santee Cooper requested a hearing to stop payment of temporary total disability payments. Santee Cooper alleges Royal reached Maximum Medical Improvement ("MMI") on November 7, 2017. Santee Cooper requests that in the alternative the Commission find Royal reached MMI on October 29, 2019. Santee Cooper argues Royal is not permanently and totally disabled, rather he has a 25% whole person rating.</p>	WCC File No. 1523898	SC Workers' Compensation Commission (Berkeley County)

**Santee Cooper Pending Cases
2020.06.24**

		<p>Royal alleges he is permanently and totally disabled with rating to his back of 71-80% cervical and 40% thoracic and that Royal has only 50% use of his back, putting him at 100% impairment, for an award of 500 weeks.</p> <p>Parties are working together to draft proposed order as request by Workers' Compensation Commissioner. Parties are also working together to determine a settlement for future medical care and a Medicare Set Aside.</p>		
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Administrative Law Cases

Type	Status	Matter Name and Description	Case No.	Jurisdiction
Contract Dispute	Pending	<p><i>SCPSA v. U.S. Army Corps of Engineers</i></p> <p>Santee Cooper filed a claim against the U.S. Army Corps of Engineers ("COE") seeking a determination that the COE Rediversion Contract does not require Santee Cooper to credit the COE for a capacity value surcharge and that the COE owes The Authority approximately \$1.4 million in contract payments for 2015.</p> <p>The COE denied the claim, asserted Santee Cooper was required to pay the credit, and that a credit in the amount of \$716,874 was due to the COE for 2015.</p> <p>Santee Cooper appealed the decision to the Armed Services Board of Contract Appeals ("ASBCA") and the COE counterclaimed. The parties have asked the ASBCA to determine the rights under the contract. If the ASBCA determines that no credit is required, the Authority will prevail at the Board level. If the ASBCA determines that a credit is required, the parties will be required to attempt to determine the amount of the credit due to the COE for the remainder of the contract. The parties did not reach an agreement, leaving it to the court to decide the amount. The</p>	N/A	Armed Services Board Contract Appeals

**Santee Cooper Pending Cases
2020.06.24**

		issues were fully briefed in the summer of 2018 but no timetable for a decision has been provided by the ASBCA.		
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Miscellaneous

Type	Status	Matter Name and Description	Case No.	Jurisdiction
Government Inquiries re: VC Summer	Pending	<p><i>Investigations and responses to requests for information related to the V.C. Summer Units 2 and 3 Nuclear Project</i></p> <p>Santee Cooper is responding to various government investigations and collection, review, and production of documents related to V.C. Summer Units 2 and 3 to the following parties who requested same:</p> <p>(1) government officials, specifically the Governor, the Speaker of the House, and the President Pro Tem of the Senate, who demanded production of certain documents pursuant to state law;</p> <p>(2) the U.S. Department of Justice, which subpoenaed documents in connection with its investigation into matters related to V.C. Summer (subpoenas dated September 7, 2017, October 26, 2017, and October 24, 2017);</p> <p>(3) the Securities and Exchange Commission, which subpoenaed documents in connection with its investigation into matters related to V.C. Summer (subpoenas dated October 18, 2017 and March 2, 2018); and</p> <p>(4) multiple entities and individuals who have requested documents about V.C. Summer pursuant to the South Carolina Freedom of Information Act.</p> <p>Santee Cooper has not concluded that an unfavorable outcome is probable or remote and, therefore, express no opinion on the likelihood of an unfavorable outcome or potential loss.</p>	N/A	U.S. District Court, D.S.C., DOJ, SEC, and public FOIA requests

**Santee Cooper Pending Cases
2020.06.24**

<p>Arbitration (The Authority is not a party)</p> <p>Breach of Contract</p>	<p>As part of its agreement with Santee Cooper in <i>Cook</i>, Dominion Energy is assuming all liability for any verdict or settlement of this matter</p>	<p><i>Cameco Inc. vs. South Carolina Electric & Gas Company</i></p> <p>On May 12, 2008, Dominion, for itself and as agent to the Authority, entered into a Uranium Hexafluoride (“UF6”) Supply Agreement with Cameco, Inc. (“Cameco”), a Nevada corporation that supplies uranium products (the “Original Agreement”). The Original Agreement called for delivery of a total of 1,535,000 kilograms of elemental uranium (“kgU”) of UF6 to Dominion. The total quantity to be delivered was spread out over the 2010 to 2016 time-period with an annual base quantity specified for each year. The Original Agreement was subsequently amended on January 25, 2011 (the “Amendment”) (the Original Agreement, as amended by the Amendment, is hereinafter referred to as the “Agreement”), to provide for additional deliveries of UF6 over an extended contract term covering the period of 2017 to 2020. The Amendment called for an additional 1,640,000 kgU of UF6 to be delivered with 410,000 kgU identified as the annual base quantity for each year of the extended term. The Amendment also modified the pricing terms.</p> <p>On December 18, 2018, Cameco initiated an arbitration proceeding alleging that Dominion was in breach of the Agreement when it did not take and pay for the full quantity of UF6 to be delivered under the Agreement, for use in V.C. Summer Nuclear Unit 1 and VCSNS 2 and 3. The Authority, as co-owner of those plants, may be responsible for a portion of any judgment against Dominion. The Authority, however, was not named as a respondent in the arbitration proceeding. The estimated amount of any such judgment is unknown at this time.</p> <p>The dispute centers around Dominion’s cancellation of certain UF6 deliveries in 2017 and 2018 by invoking a provision in the Agreement allowing for reductions in the delivery of UF6 resulting from reductions in existing unit operations. Specifically, Cameco alleges that Dominion wrongfully cancelled deliveries of 129,000 kgU of UF6 in 2017 and 228,000 kgU in 2018. In the arbitration, Cameco seeks an award requiring Dominion to remedy the deficiency in the price of UF6 sold by</p>	<p>01-18-0004-7532</p>	<p>New York, New York (Arbitration before the International Centre for Dispute Resolution)</p>
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**Santee Cooper Pending Cases
2020.06.24**

		<p>Cameco to other parties and the price at which UF6 would have been sold to Dominion under the Agreement. It further seeks an order requiring Dominion to purchase the quantities cancelled in 2017 and 2018 as well as the remaining quantities through 2020. Alternatively, it seeks damages for the alleged breach. Dominion denied the allegations in the arbitration proceeding.</p> <p>As part of its settlement with Santee Cooper related to <i>Cook</i>, Dominion agreed to assume all liability for any verdict or settlement rendered in this matter.</p>		
<p>Insurance Claims</p>				
<p>Insurance Claim</p>	<p>Pending</p>	<p><i>South Carolina Public Service Authority v. National Union Fire Insurance Company of Pittsburgh, PA; AIG Claims, Inc.; and U.S. Specialty Insurance Company</i></p> <p>On October 10, 2019, the Authority filed a complaint in the Berkeley County Court of Common Pleas against its insurers, National Fire, AIG, and U.S. Specialty. The complaint alleged the insurers improperly denied coverage for claims regarding lawsuits filed against the Authority related to the suspension of VC Summer Units 2 and 3 Nuclear Construction. The insurers reasoned the cancelled Pee Dee Coal project, over which a suit was filed, was the same project. The Authority argues they are distinct projects involving locations hours apart, different fuel sources (coal v. nuclear), various time frames, and different regulating entities involved in each. The Authority alleges breach of contract and bad faith on the part of the insurers.</p> <p>On November 21, 2019, the case was removed to the United States District Court for the District of South Carolina, Charleston Division based on diversity jurisdiction. The case was assigned to Judge Gergel. On December 5, 2019, the Defendants filed an Answer, denying the allegations set forth in the complaint.</p>	<p>2:19-cv-03279-RMG</p>	<p>United States District Court, District of South Carolina (Charleston Div.)</p>

**Santee Cooper Pending Cases
2020.06.24**

		A Scheduling Order was issued on January 22, 2020. The Order sets a discovery deadline of September 1, 2020 and a motion filing deadline of September 16, 2020; jury selection or trial can be on or after December 1, 2020.		
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Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
OTHER REQUESTED INFORMATION
Request: 1.14

Request:

Please provide a list of all lawsuits and claims involving Santee Cooper including docket number, jurisdiction, relative parties and current status that were filed during the Review Period.

Response:

Santee Cooper is not aware of any lawsuits or claims filed against it during the Review Period so has no documents responsive to this request.

Provided by:

Name	B. Shawan Gillians
Title	Director, Legal Services & Corporate Secretary
Phone	843.761.7004
Email	shawan.gillians@santecooper.com

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
OTHER REQUESTED INFORMATION
Request: 1.15

Request:

Please provide a list of all existing contracts related to coal supply, transportation and related agreements to include vendor name, contract start and end date, and a brief summary of the services provided.

Response:

See attached file:
1.15 jwatson coal contracts summary CONFIDENTIAL.docx
1.15 jwatson coal contracts summary Redacted.pdf

Coal Supply Contracts: CONFIDENTIAL

Alliance Coal, LLC

- 1/1/2019-12/31/2021
- [REDACTED] of coal over the course of the term

B&W Resources, Inc.

- 4/1/2019-12/31/2021
- [REDACTED] of coal over the course of the term

Blackhawk Coal Sales, LLC

- [REDACTED] 31/2021
- [REDACTED] of coal over the course of the first two years with an option for [REDACTED] in 2021

Consol Pennsylvania Coal Company, LLC

- 1/1/2019-12/31/2021
- [REDACTED] f coal over the course of the term

Foresight Coal Sales, LLC

- 4/20/2010-12/31/2020
- Original contract term was through 12/31/2018 and has been amended/extended multiple times
- Latest amendment included [REDACTED] of coal supply in 2020

JRL Coal, LLC

- [REDACTED] 1/2021
- [REDACTED] f coal over the course of the term

Coal Transportation Contracts:

CSX Transportation, Inc.

- 1/1/2011-12/31/2021
- Option to extend through 2022
- Transport coal via railroad using Santee Cooper's coal cars from the vendors' mines to Cross and Winyah

Appalachian Railcar Services, Inc.

- 7/12/2017-12/31/2020
- Provide all unloading, inspection, and switching services of railcars at Cross Generating Station (the accept the loaded trains from CSX and operate the locomotives while trains are located on plant property)

Act 135, Section 11(E)
Office of Regulatory Staff – Monthly Review of Santee Cooper
Time Period: May 18 – 31, 2020
OTHER REQUESTED INFORMATION
Request: 1.16

Request:

Please provide a list of all outstanding Short-Term and Long-Term issued Debt specifying:

- a. Payee
- b. Type of Obligation
- c. Issue Date
- d. Maturity Date
- e. Interest rate
- f. Amount outstanding in each issue
- g. Net proceeds

Response:

**See attached file:
1.16 shritter outstanding debt.xlsx**

Santee Cooper
Revenue Obligation Bonds
 May, 2020
 (Thousands of Dollars)

	This Year			Last Year			Original Par	Net Proceeds (2)	Weighted Average Coupon Rate (3)	Maturity Date Range
	Current Portion (1)	Long-Term Portion	Total Debt Outstanding	Current Portion	Long-Term Portion	Total Debt Outstanding				
Revenue Obligations										
Bonds of 2004M	0	0	0	1,398	10,035	11,433				
Bonds of 2005M	0	0	0	768	3,399	4,168				
Bonds of 2006C Refunding	0	0	0	0	0	0				
Bonds of 2006M	0	0	0	495	2,943	3,438				
Bonds of 2007B Refunding	0	0	0	0	0	0				
Bonds of 2008A&B	0	0	0	0	0	0				
Bonds of 2008M	0	0	0	1,241	13,836	15,076				
Bonds of 2009A Refunding	0	0	0	0	0	0				
Bonds of 2009A Refunding - Water	1,405	5,510	6,915	1,340	6,915	8,255	\$ 19,125	\$ 20,793	4.48%	1/1/2021 - 1/1/2025
Bonds of 2009B&C	240	1,830	2,070	6,560	59,415	65,975	\$ 251,170	\$ 256,595	6.22%	1/1/2021 - 1/1/2029
Bonds of 2009E&F	0	100,000	100,000	0	102,285	102,285	\$ 384,845	\$ 400,458	5.74%	1/1/2026 - 1/1/2030
Bonds of 2010M1	0	0	0	6,060	13,908	19,968				
Bonds of 2010M2	0	0	0	2,434	8,760	11,194				
Bonds of 2010B Refunding	0	64,150	64,150	0	64,150	64,150	\$ 231,060	\$ 255,472	4.50%	1/1/2031 - 1/1/2033
Bonds of 2010C Build America Bonds	0	360,000	360,000	0	360,000	360,000	\$ 360,000	\$ 357,179	4.20%	1/1/2045 - 1/1/2050
Bonds of 2011M1	0	0	0	3,849	17,948	21,796				
Bonds of 2011B Refunding	8,610	38,490	47,100	4,580	47,100	51,680	\$ 288,515	\$ 336,053	5.00%	12/1/2020 - 12/1/2021
Bonds of 2011C Refunding	0	135,855	135,855	0	135,855	135,855	\$ 135,855	\$ 143,844	4.93%	12/1/2033 - 12/1/2036
Bonds of 2011M2	0	0	0	2,909	15,112	18,021				
Bonds of 2012A Refunding	0	63,205	63,205	3,300	63,205	66,505	\$ 99,405	\$ 116,137	4.82%	12/1/2021 - 12/1/2030
Bonds of 2012B Refunding	5,000	0	5,000	7,200	5,000	12,200	\$ 32,325	\$ 39,148	5.00%	12/1/2020
Bonds of 2012C Refunding	13,565	0	13,565	13,480	13,565	27,045	\$ 119,145	\$ 137,442	5.00%	12/1/2020
Bonds of 2012D&E	0	491,145	491,145	0	555,290	555,290	\$ 574,990	\$ 603,632	4.61%	12/1/2021 - 12/1/2043
Bonds of 2012M1	0	0	0	1,057	15,299	16,355				
Bonds of 2012M2	0	0	0	909	13,281	14,190				
Bonds of 2013M1	0	0	0	1,163	17,123	18,286				
Bonds of 2013 A Imp, B&C Ref & Imp	0	791,385	791,385	0	791,385	791,385	\$ 891,385	\$ 879,009	5.31%	12/1/2033 - 12/1/2043
Bonds of 2013E	0	506,765	506,765	0	506,765	506,765	\$ 506,765	\$ 499,957	5.25%	12/1/2044 - 12/1/2053
Bonds of 2014M1	0	0	0	1,979	28,594	30,574				
Bonds of 2014A Imp & B Ref	0	567,275	567,275	0	567,275	567,275	\$ 642,275	\$ 679,378	5.31%	12/1/2031 - 12/1/2054
Bonds of 2014 C & D Refunding	0	728,400	728,400	0	728,400	728,400	\$ 736,320	\$ 833,681	4.72%	12/1/2021 - 12/1/2046
Bonds of 2015 A Ref & Imp & D Imp	0	739,917	739,917	16,080	739,917	755,997	\$ 768,617	\$ 830,460	4.88%	12/1/2021 - 12/1/2055
Bonds of 2015B Refunding	0	64,870	64,870	0	64,870	64,870	\$ 64,870	\$ 78,250	5.00%	12/1/2022 - 12/1/2024
Bonds of 2015C Refunding	60,545	94,535	155,080	0	155,080	155,080	\$ 270,170	\$ 305,070	5.00%	12/1/2020 - 12/1/2022
Bonds of 2015M1	0	0	0	7,290	25,086	32,376				
Bonds of 2015E	0	300,000	300,000	0	300,000	300,000	\$ 300,000	\$ 326,979	5.25%	12/1/2051 - 12/1/2055
Bonds of 2016A Refunding	0	543,745	543,745	0	543,745	543,745	\$ 543,745	\$ 620,261	4.75%	12/1/2021 - 12/1/2049
Bonds of 2016M1	0	0	0	2,107	35,903	38,010				
Bonds of 2016 B Ref & Imp & D Imp	0	683,685	683,685	0	831,355	831,355	\$ 831,355	\$ 909,759	3.95%	12/1/2023 - 12/1/2056
Bonds of 2016 C Refunding	0	52,400	52,400	0	52,400	52,400	\$ 52,400	\$ 62,219	4.77%	12/1/2022 - 12/1/2036
Bonds of 2019 A Refunding	1,530	143,200	144,730	0	0	0	\$ 163,005	\$ 184,628	Variable	1/1/2021 - 1/1/2036
Bonds of 2019 A Refunding - Water	660	17,615	18,275	0	0	0			Variable	1/1/2021 - 1/1/2036
Total Revenue Obligations	91,555	6,493,977	6,585,532	86,198	6,915,199	7,001,397				

(1) Current Portion represents debt owed within 12 months; Long Term Portion is debt owed beyond one year.

(2) Net Proceeds reflects amount deposited into construction fund and does not include cost of issuance or underwriter's discount

(3) Weighted Average Coupon for 2010C BABs Bond rate reflects the Authority expectation to receive cash subsidy payments from the United States Treasury which were expected to equal to 35% of the interest payable on the 2010C Bonds (any such payment, a "Subsidy Payment")



Outstanding Transactions As Of 05/31/2020

Tran Num	Issue Dt	Maturity Dt	Par Amt	Int/Disc Amt	Proceeds	Maturity Amt	Rate	Yield	Days	Rem. Life	CUSIP
Issuer SOUTHCAR SOUTH CAROLINA PUBLIC SERVICE AUTH Program BED 4n - TAX-EXEMPT MUNICIPAL CP - PSA SERIES D											
Dealer: Merrill Merrill Lynch											
202012800146	05/07/2020	08/10/2020	10,103,000.00	4,046.74	10,102,576.50	10,107,046.74	0.4300	0.4300	34	10	83705QEE2
Totals For Merrill Merrill Lynch Num of Transactions: 1 10,103,000.00 4,046.74 10,102,576.50 10,107,046.74 0.4300 0.4300 34.00 10.00											
Totals For BED 4n - TAX-EXEMPT MUNICIPAL CP - PSA SERIES D Num of Transactions: 1 10,103,000.00 4,046.74 10,102,576.50 10,107,046.74 0.4300 0.4300 34.00 10.00											
Issuer SOUTHCAR SOUTH CAROLINA PUBLIC SERVICE AUTH Program BEDD 4n - TAXABLE MUNICIPAL CP - PSA SERIES DD											
Dealer: Merrill Merrill Lynch											
202013400033	05/13/2020	06/15/2020	47,236,000.00	30,309.77	47,234,051.51	47,266,309.77	0.7000	0.7000	33	15	83705WJM6
202013500096	05/14/2020	07/21/2020	24,614,000.00	31,615.32	24,611,907.81	24,645,615.32	0.6800	0.6800	68	51	83705WJN4
202013500101	05/14/2020	07/21/2020	20,847,000.00	26,776.81	20,845,228.00	20,873,776.81	0.6800	0.6800	68	51	83705WJN4
202014100250	05/20/2020	06/23/2020	34,903,000.00	16,481.97	34,901,516.82	34,919,481.97	0.5000	0.5000	34	23	83705WJP9
Totals For Merrill Merrill Lynch Num of Transactions: 4 127,600,000.00 105,183.87 127,592,703.94 127,705,183.87 0.6382 0.6382 45.74 30.01											
Totals For BEDD 4n - TAXABLE MUNICIPAL CP - PSA SERIES DD Num of Transactions: 4 127,600,000.00 105,183.87 127,592,703.94 127,705,183.87 0.6382 0.6382 45.74 30.01											
Issuer SOUTHCAR SOUTH CAROLINA PUBLIC SERVICE AUTH Num of Transactions: 5 137,703,000.00 109,230.61 137,695,280.44 137,812,230.61 0.6229 0.6229 44.88 28.55											
GRAND TOTALS Num of Transactions: 5 137,703,000.00 109,230.61 137,695,280.44 137,812,230.61 0.6229 0.6229 44.88 28.55											

Revolving Credit Bank Facilities (\$000)

Bank	Total Capacity	Outstanding by Month May-20	Facility Expiration	Spread*	
				TE	TX
Barclays Capital	200,000	136,000	11/26/2020	N/A	1.15%
JP Morgan	250,000	2,500	8/7/2020	1.80%	1.30%
TD Bank	200,000	54,766	6/30/2021	0.90%	0.77%
	<u>650,000</u>	<u>193,266</u>			

* Interest Rate = 1 Mth LIBOR + Spread